



## Truro Board of Selectmen

**Wednesday**, November 12, 2014 – 5:00PM

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

Agenda Topic	Presenter
<b>Open the Regular Meeting</b>	
<b>Public Comment Period - <i>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.</i></b>	
<b>Public Hearing:</b> <ul style="list-style-type: none"> <li>• NSTAR Electric for installation of Cable, Conduit and 5 Manholes (Standish Way &amp; South Hollow Rd) and Authorize the BoS Clerk to sign {Continued}</li> <li>• NSTAR Electric to install 3082 feet of conduit and cable with 9 new manholes including the necessary sustaining and protecting fixtures in, under, along and across the following public way on Shore Road and Authorize the BoS Clerk to sign</li> </ul>	Jessica Elder and Jerry McDermott NSTAR Representatives
<b>Review, Approve &amp; Interview Applicants to Serve on Boards/Committees/Commissions</b> <b>Recycling Committee-</b> Jessica Mateik <b>AD-HOC SMART/PAYT Committee-</b> Normand "Tippy" Scherer (Rep-Recycling Com.), Tracey Rose (Rep-BOH); Members-at-Large: Axel Schmidt, Katherine Black, Thomas Cumiskey, Eric Mays & John Bloom	
<b>Update on Road Maintenance with the Cape Cod National Seashore and Parking Area Erosion Analysis</b>	<b>George Price &amp; Karst Hoogeboom</b> Cape Cod National Seashore
<b>Joint meeting with members of the Pamet Harbor Commission regarding Open Meeting requirements for posting meeting Agendas</b>	<b>Pamet Harbor Commission</b>
<b>Consent Agenda</b> 1) Review and Approve Meeting Minutes: October 28 <sup>th</sup> Regular , Executive Session & Hold 2) Review & Approve and Authorize Chair to sign: <ul style="list-style-type: none"> <li>a. Helios Cape Cod LLC – Jeff Thibodeau –Complete Update on the Open Space &amp; Recreation Plan for the Town of Truro</li> <li>b. Executive Office of Elder Affairs Grant Authorization</li> <li>c. Application for Construction Staging Permit –Fisher Beach – December 8-12</li> <li>d. Town of Truro Agreement with KelKor Inc. Extension of Time Period</li> </ul> 3) Review & Approve Film Agreement – Loud Television (Filming 11/14) 4) Review and Approve 2015 License Renewals: Terra Luna Restaurant –Comm. Victualer (food) Seasonal License 5) Review & Approve Budget Task Force Meeting Dates 6) Review & Approve Repurposing Prior Allocation from the Affordable Housing Trust Fund to include conducting a Housing Needs Assessment.	
<b>Reaffirm the Truro Traffic Rules and Orders</b>	Robert Lawton
<b>Review and Approve and Authorize the Vice-Chair to sign the FY14 CDBG Housing Rehab Sub-Grantee Contract between the Town and The Lower Cape Cod Community Development Corporation (Cape CDP)</b>	Paul Wisotzky
<b>Update on FY15 Goals and Objectives</b>	Robert Lawton
<b>Selectmen Reports and Liaison Reports</b>	
<b>Next Meeting Agenda: <b>Monday</b>, November 24, 2014</b>	
<b>Town Administrator's Report</b>	



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

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

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

Jay Coburn, Chairman  
Board of Selectmen  
Town of Truro

[Notice to Abutters](#)

The NSTAR Public Hearing was continued from the date above to the November 12th, 2014 Board of Selectmen Meeting.

Thank you.  
Board of Selectmen's Office

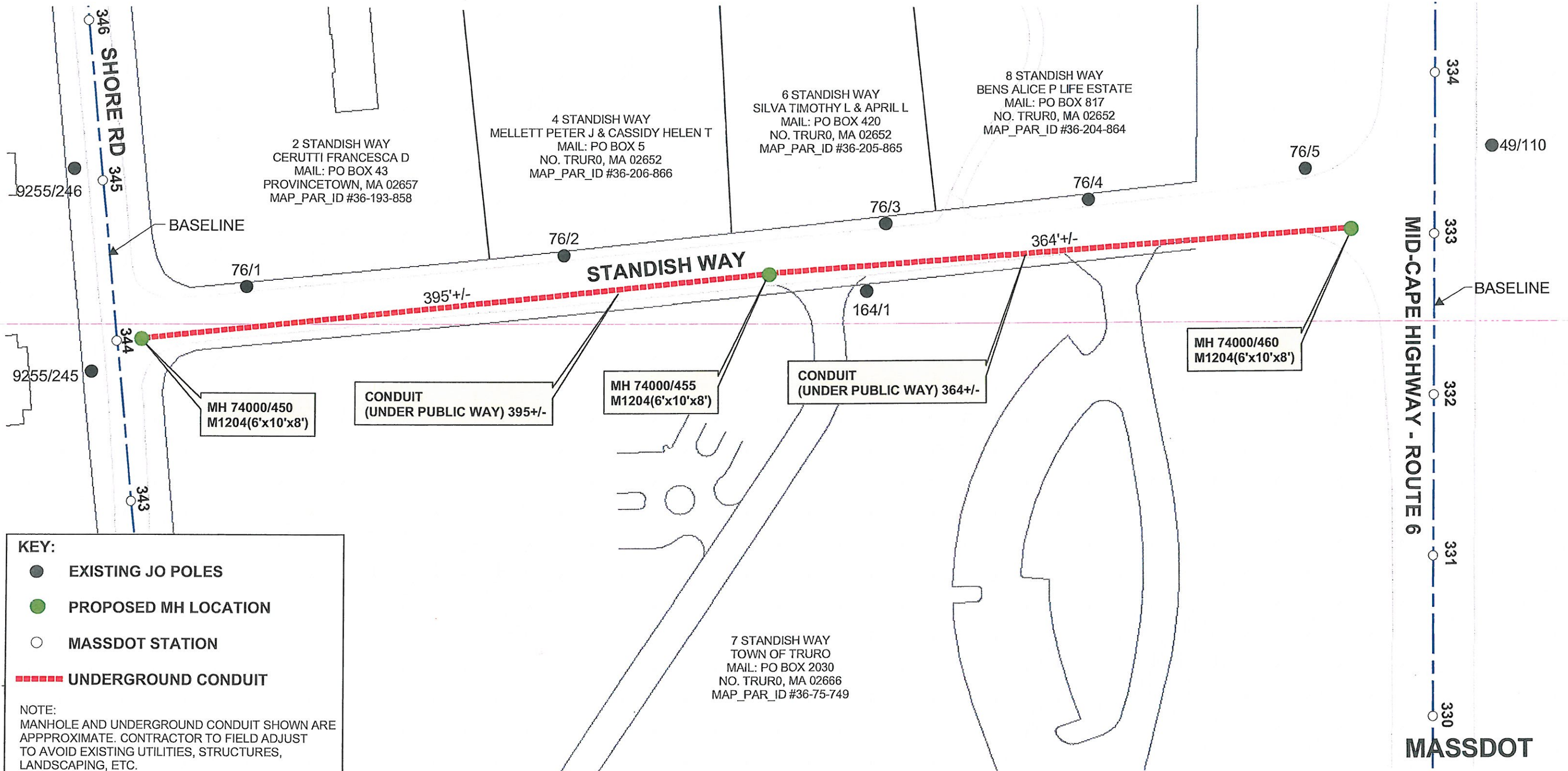


TOWN <b>TRURO</b>	DATE <b>AUGUST 7, 2014</b>	PLAN NO. <b>103815 - W/O# - 1735508 SH2</b>
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Plan to accompany petition of  
NSTAR ELECTRIC COMPANY

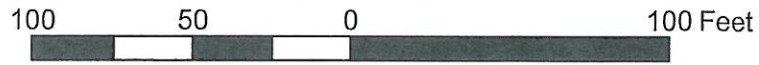
To install approximately 759'+/- of underground conduit under public way  
from new manhole 74000/450 to new manhole 74000/455 to new manhole 74000/460.



**KEY:**

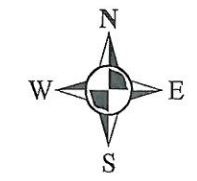
- EXISTING JO POLES
- PROPOSED MH LOCATION
- MASSDOT STATION
- UNDERGROUND CONDUIT

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



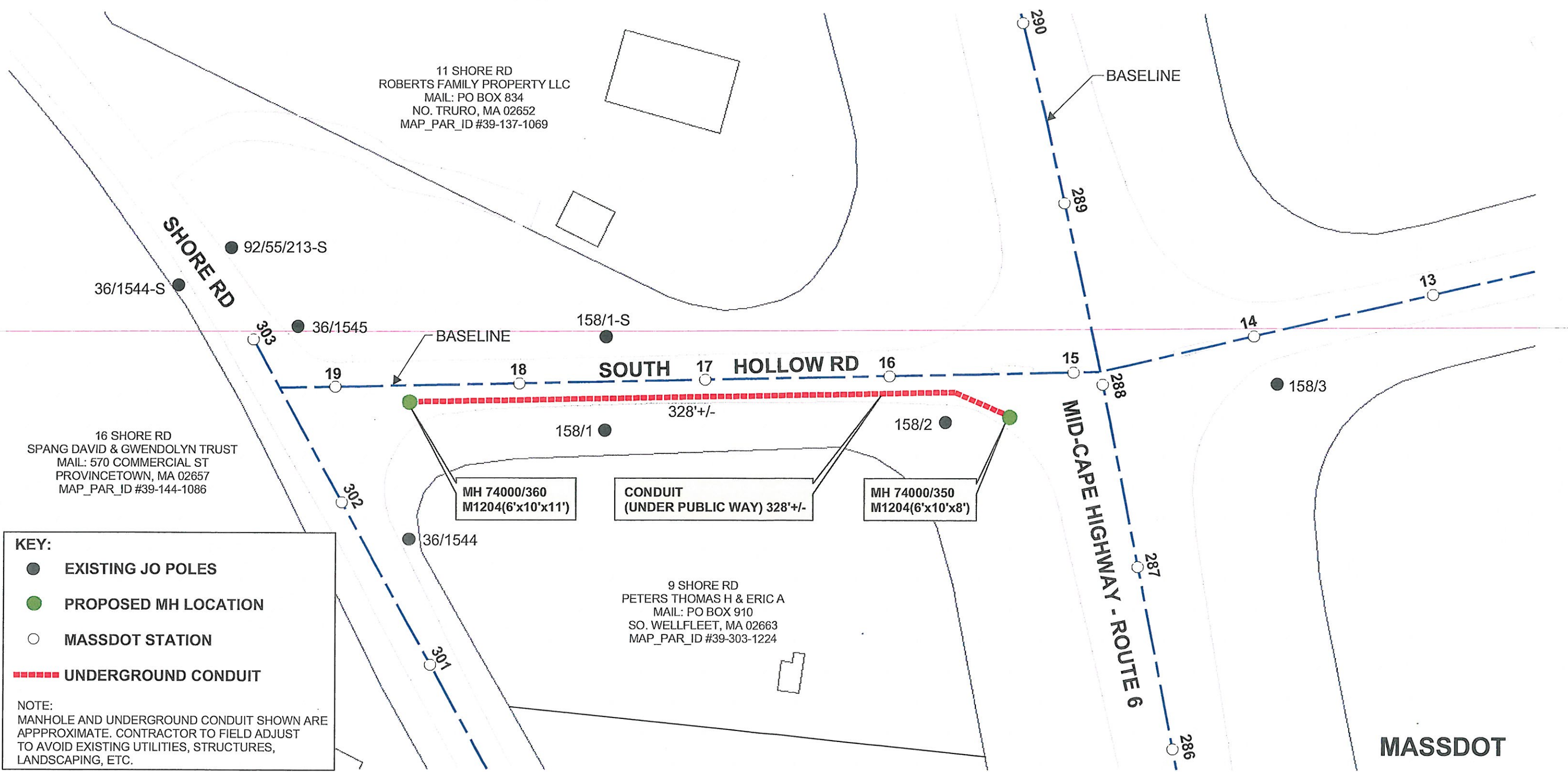
ALL PARCEL LOT LINES ARE APPROXIMATE

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

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



**KEY:**

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

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



ASSESSORS MAP #39

ALL PARCEL LOT LINES ARE APPROXIMATE

MASSDOT





# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

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

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

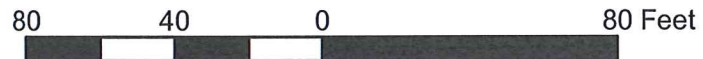
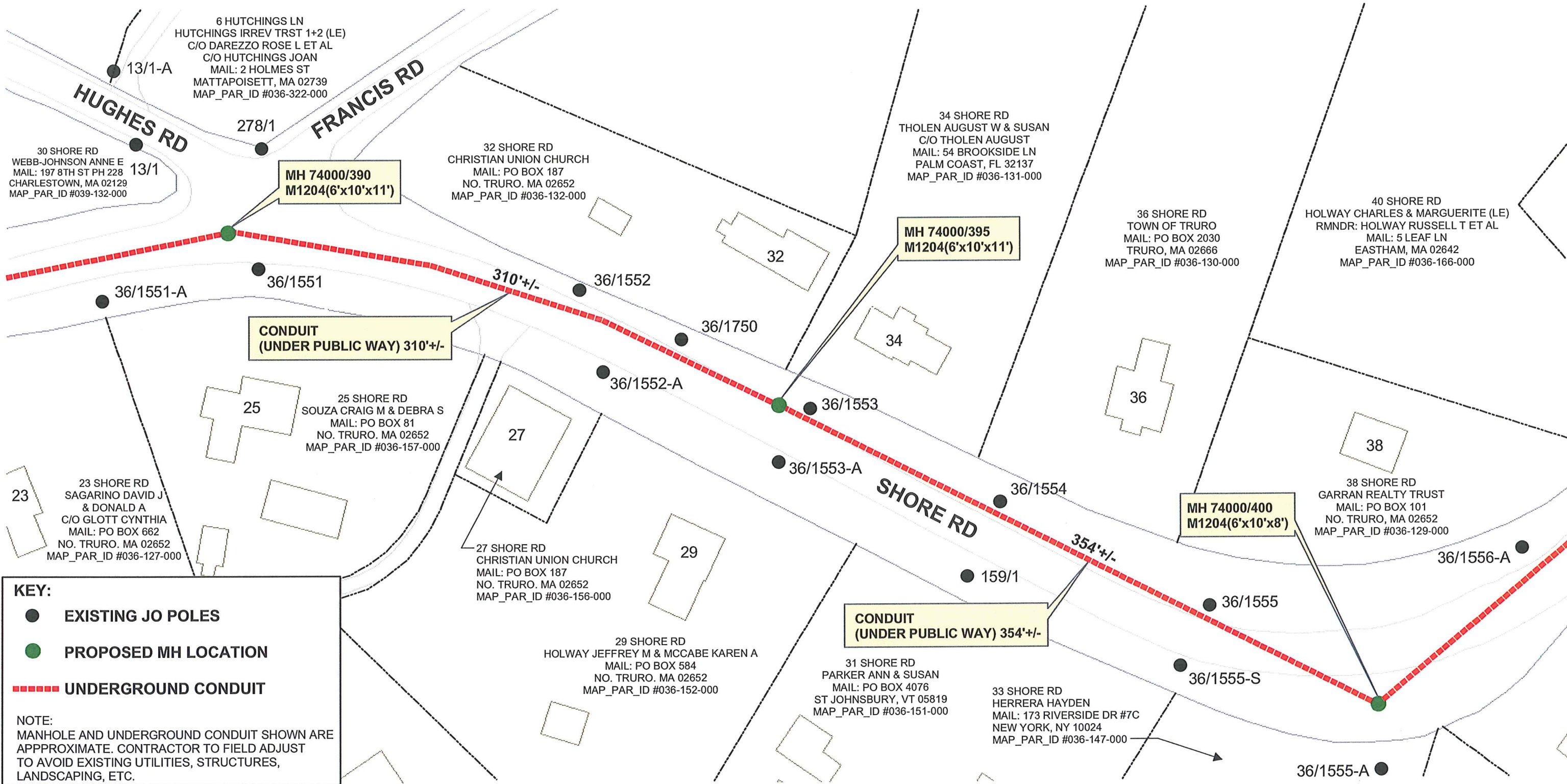
Jay Coburn, Chairman  
Board of Selectmen  
Town of Truro

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

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



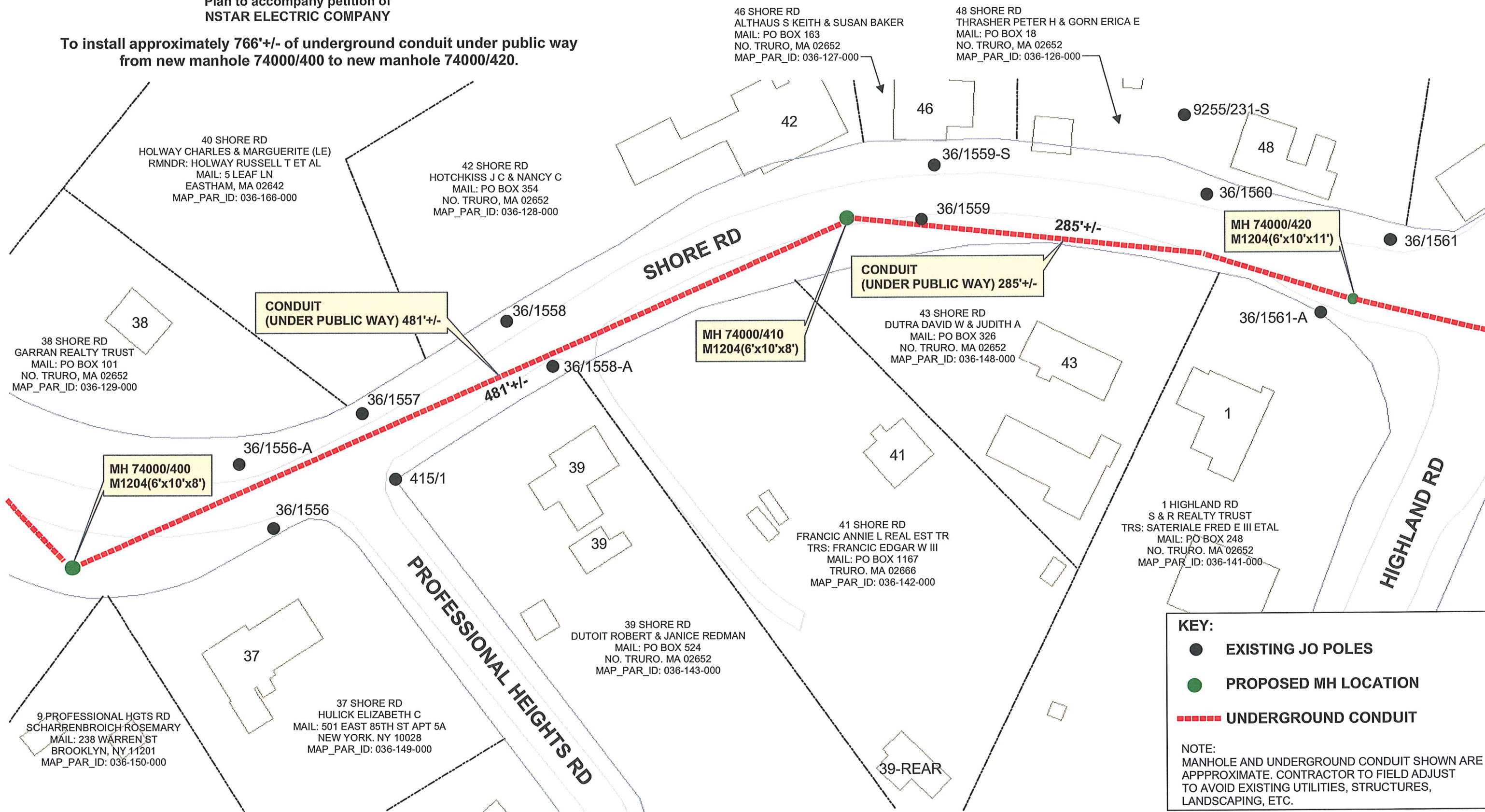


TOWN <b>TRURO</b>	DATE <b>OCTOBER 7, 2014</b>	PLAN NO. <b>103815 - W/O# - 1735508, SH8</b>
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Plan to accompany petition of  
NSTAR ELECTRIC COMPANY

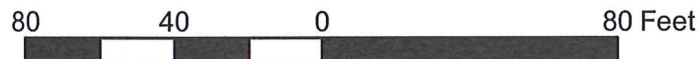
To install approximately 766'+/- of underground conduit under public way  
from new manhole 74000/400 to new manhole 74000/420.



**KEY:**

- EXISTING JO POLES
- PROPOSED MH LOCATION
- UNDERGROUND CONDUIT

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



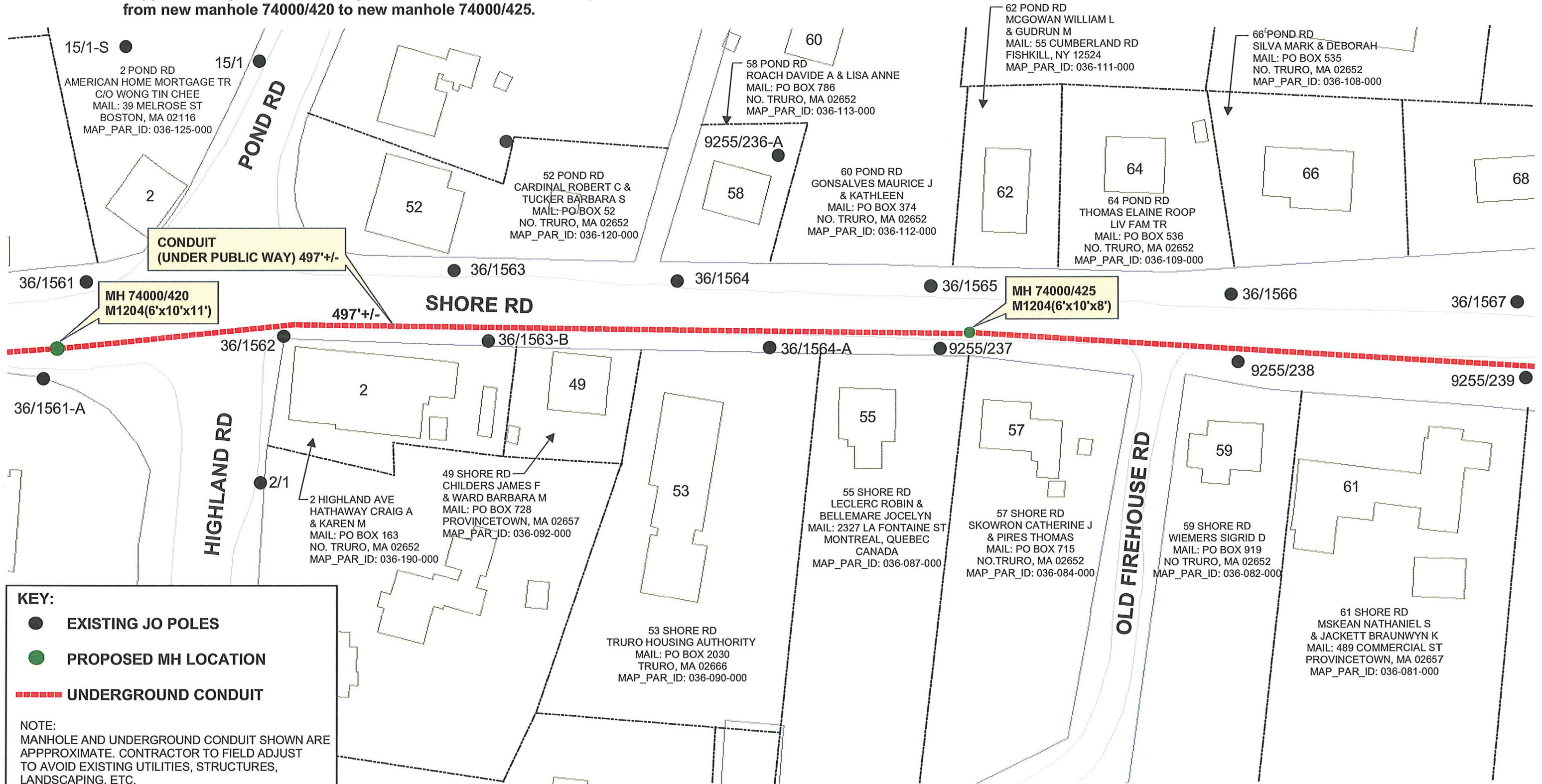


TOWN <b>TRURO</b>	DATE <b>OCTOBER 7, 2014</b>	PLAN NO. <b>103815 - W/O# - 1735508, SH9</b>
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Plan to accompany petition of  
NSTAR ELECTRIC COMPANY

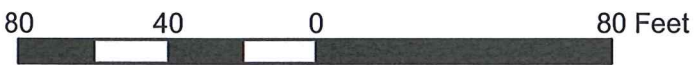
To install approximately 497'+/- of underground conduit under public way  
from new manhole 74000/420 to new manhole 74000/425.



**KEY:**

- EXISTING JO POLES
- PROPOSED MH LOCATION
- UNDERGROUND CONDUIT

**NOTE:**  
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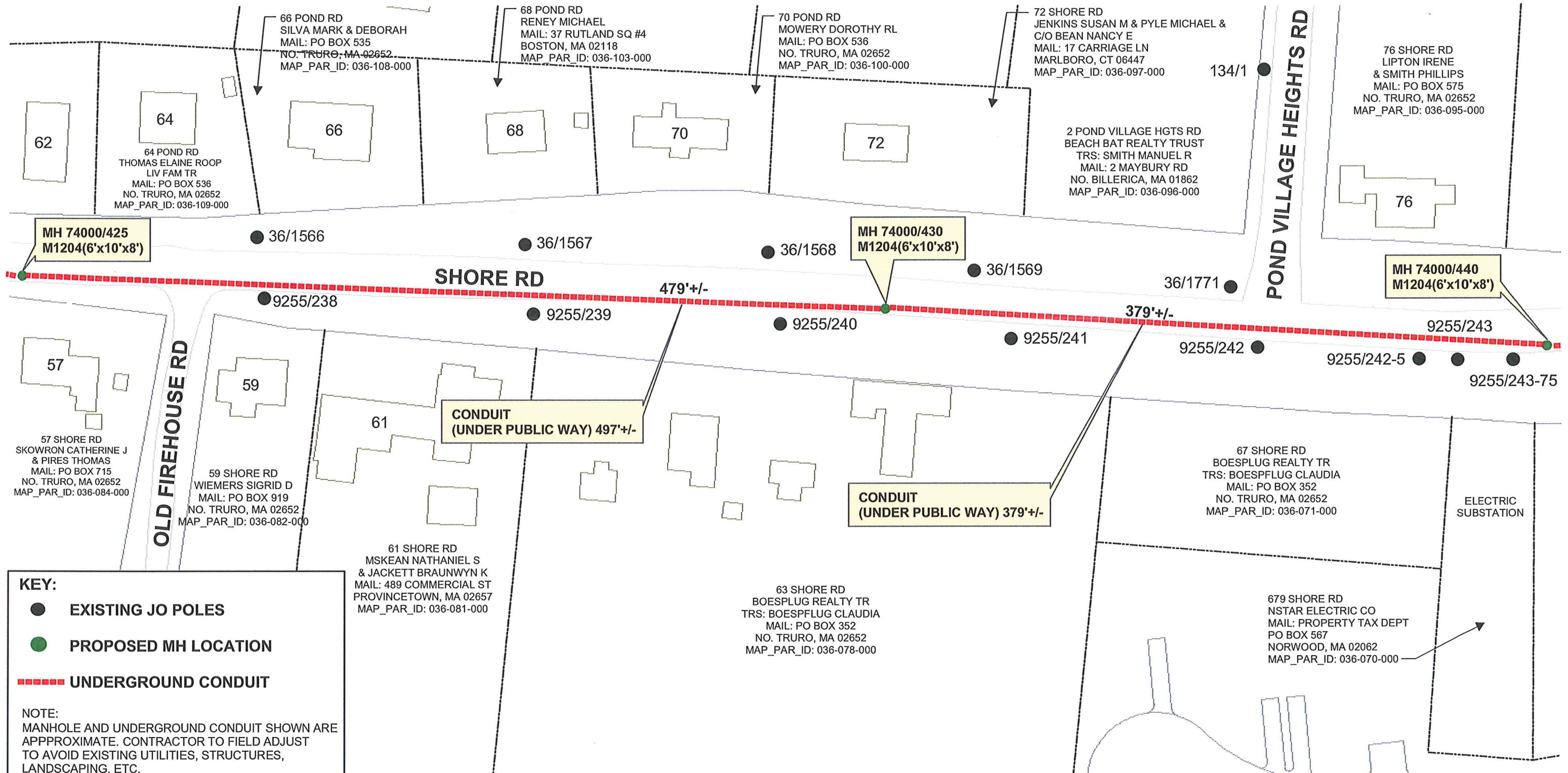


TOWN <b>TRURO</b>	DATE <b>OCTOBER 7, 2014</b>	PLAN NO. <b>103815 - W/O# - 1735508, SH10</b>
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Plan to accompany petition of  
NSTAR ELECTRIC COMPANY

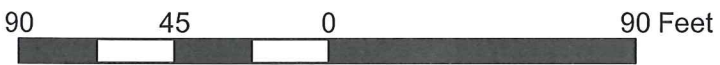
To install approximately 858'+/- of underground conduit under public way  
from new manhole 74000/425 to new manhole 74000/440.



**KEY:**

- EXISTING JO POLES
- PROPOSED MH LOCATION
- UNDERGROUND CONDUIT

**NOTE:**  
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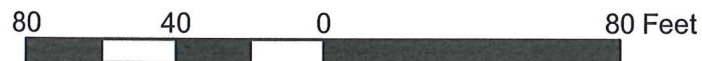
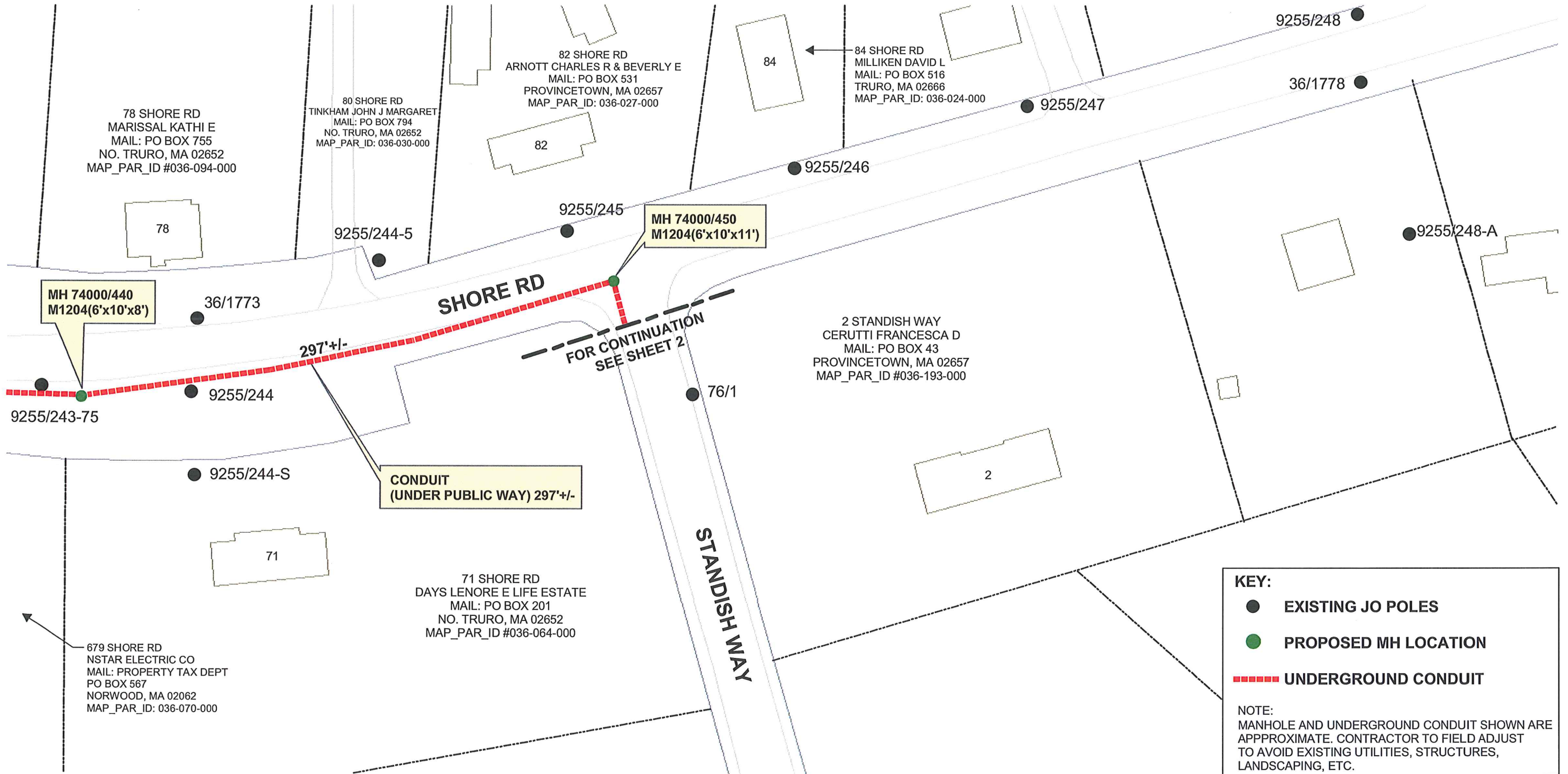


TOWN <b>TRURO</b>	DATE <b>OCTOBER 7, 2014</b>	PLAN NO. <b>103815 - W/O# - 1735508, SH11</b>
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Plan to accompany petition of  
NSTAR ELECTRIC COMPANY

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



ASSESSORS MAP #36

ALL PARCEL LOT LINES ARE APPROXIMATE



One NSTAR Way  
Westwood, Massachusetts 02090

October 8, 2014

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

Dear Board Members:

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

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

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

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

Warm Regards,

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

Jessica Elder  
Right of Way Agent  
NSTAR Electric

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

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

October 7, 2014

**NSTAR ELECTRIC COMPANY**

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

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

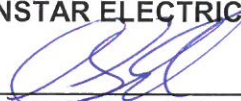
Standish Way, Truro  
To install 759' of conduit and cable  
3 New Manholes (MH74000/450-74000/455 & MH74000/460)

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

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

**NSTAR ELECTRIC COMPANY**

By \_\_\_\_\_



Right of Way Agent  
Jessica S. Elder

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Clerk of Selectmen.

\_\_\_\_\_, Massachusetts \_\_\_\_\_ 2014.

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

Attest:

\_\_\_\_\_  
Town Clerk

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Selectmen of the Town of  
Truro, Massachusetts

**CERTIFICATE**

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

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

Attest:

\_\_\_\_\_  
**Town Clerk.**





**Vanasse Hangen Brustlin, Inc.**

Transportation  
Land Development  
Environmental Services

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

**Notes:**

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

No.	Revision	Date	App'd

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

Project Title  
**NSTAR Route 6 Study**

Wellfleet-Truro-Provincetown  
Massachusetts  
Issued for \_\_\_\_\_

Not Approved for Construction  
Drawing Title

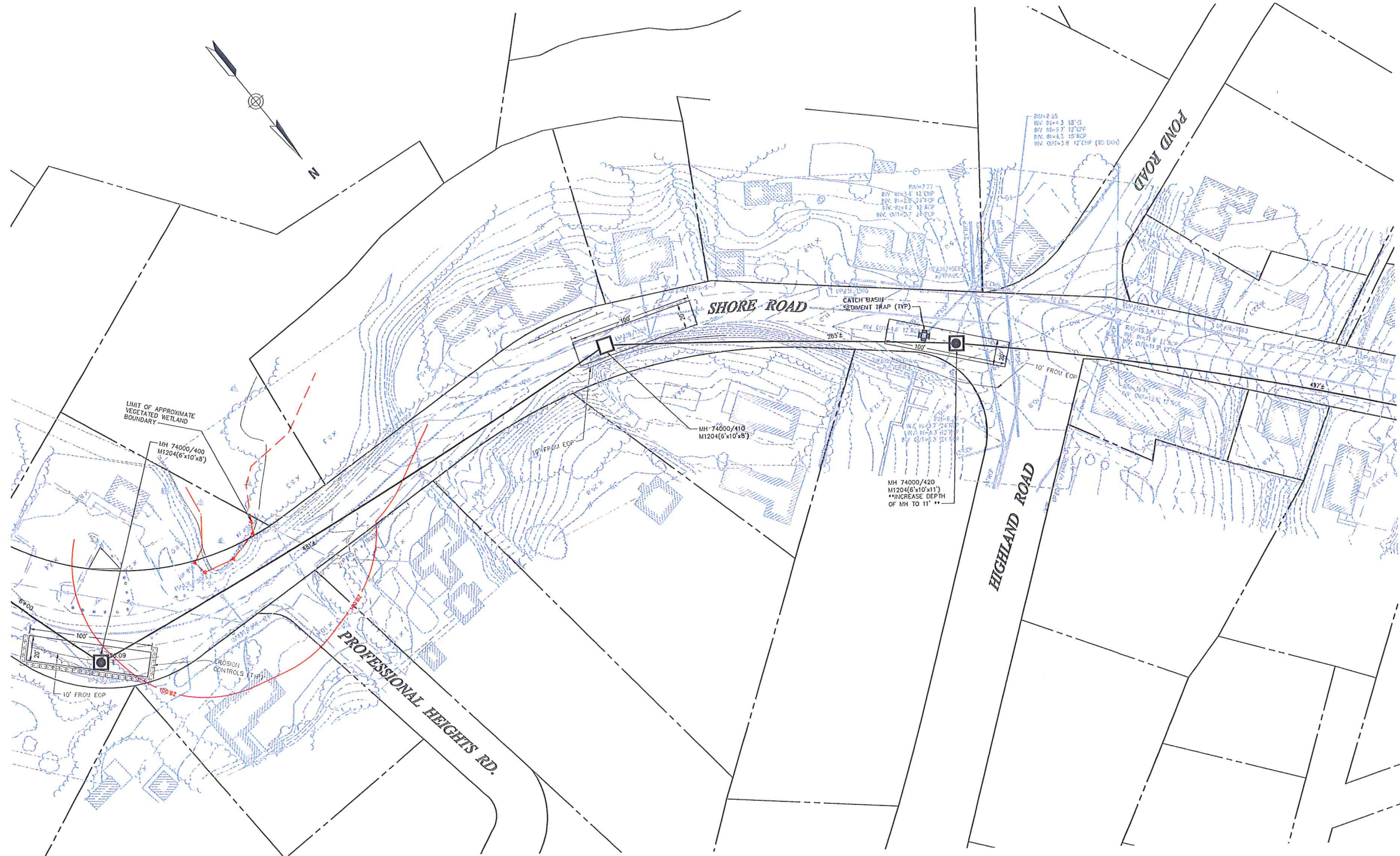
**Project Plan**

Drawing Number

**PR-32**

Sheet of 32 57

Project Number  
12542.00







**Vanasse Hangen Brustlin, Inc.**

Transportation  
Land Development  
Environmental Services

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

**Notes:**

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



No.	Revision	Date	Revised

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

**NSTAR Route 6 Study**

Wellfleet-Truro-Provincetown  
Massachusetts  
Issued for \_\_\_\_\_

Not Approved for Construction  
Drawing Title

**Project Plan**

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





# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## MEMO

**To:** Board of Selectmen

**From:** Nicole Tudor, Board of Selectmen Secretary

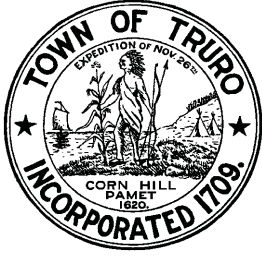
**Date:** September 19, 2014

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

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

- 1.) Question regarding NSTAR trucks located at South Highland Road and Aldrich Rd.  
**RESPONSE:** *Many times our "trouble trucks" tend to centrally locate themselves to be "at the ready" if a call comes in or again locating themselves centrally while speaking with dispatch before or after a call.*
  
- 2.) Question regarding the installation of below ground at 2 locations.  
**RESPONSE:** *John Gomber-Lead Engineer, "NSTAR owns property and has existing facilities on Shore Rd in between those street {See attached Plans}. These conduits and manholes will connect the old and new systems."*



# TOWN OF TRURO

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: Jess Mateik HOME TELEPHONE: ξ

ADDRESS: 61 Shore Road, N.Truro MA 02652 WORK PHONE:

MAILING ADDRESS: P.O. Box 1637, Provincetown 02657 E-MAIL:

FAX:  MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Recycling Committee and/o  
the Advisory Committee on SMART/PAYT

SPECIAL QUALIFICATIONS OR INTEREST: I am very interested in reducing the amount of organic, biodegradable  
waste that goes into our public landfills. I would also like to be involved with increasing the public's knowledge and enthusiasm  
about compost and it's potential benefits in our community.

COMMENTS:

SIGNATURE: Jess Mateik DATE: 10/21/14  
\*\*\*\*\*

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

SIGNATURE:

DATE:

INTERVIEW DATE:   
APPLICABLE):

APPOINTMENT DATE (IF



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## MEMO

**To:** Save Money and Reduce Trash or Pay As You Throw Ad-Hoc Committee  
**From:** Board of Selectmen  
**Date:** October 14, 2014  
**Re:** Charge for Pay As You Throw (PAYT) or Save Money and Reduce Trash (SMART) Ad- Hoc Committee

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The Truro Board of Selectmen has voted to establish an Ad Hoc SMART or PAYT Committee in accordance with the Truro Town Charter, Chapter 6-4-4, and issue the following Charge:

### **Ad-Hoc S.M.A.R.T/PAYT Committee**

The S.M.A.R.T Committee to be appointed by the Board of Selectmen will research and report on the feasibility of, and make recommendations for, implementing programs to reduce Truro's solid waste disposal costs- specifically the benefits and drawbacks, if any, of S.M.A.R.T (Save Money And Reduce Trash) also known as PAYT (Pay As You Throw) and single stream recycling programs. The committee will also investigate and report on the current operating costs of the transfer station and also investigate associated in-kind technical assistance grants from the Massachusetts Department of Environmental Protection. The Committee will present its findings & recommendations to the Board of Selectmen no later than May 1<sup>st</sup>, 2015.

#### Definitions:

**PAYT or SMART:** also called unit-based or variable-rate pricing, PAYT or SMART is a system in which residents pay for each unit of waste discarded rather than paying a fixed fee per residential household.

**Single Stream Recycling:** A resident places all recyclables-paper and containers-into one bin. Reduced sorting effort by residents may mean more recyclables are kept out of the waste stream.

We would ask that the Town Administrator publicize the formation of the committee on the town website. This would give Truro residents the opportunity to be informed and join in the process.

**Membership:** 1 Member of the Board of Health; 1 Member of the Finance Committee; 1 Member of the Recycling Committee; 1 Member of the Board of Selectmen; 3 Members at Large (from the Community); Health Agent-Non Voting ; DPW Director-Non Voting

Adopted 10.14.2014



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Jay Coburn, Chair



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Paul Wisotzky-Vice Chair

abstained



---

Jan Worthington-Clerk



---

Robert Weinstein



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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: NOORMAND R SCHERER HOME TELEPHONE: \_\_\_\_\_

ADDRESS: 6 LAWRENCE WAY / POB 395 WORK PHONE: \_\_\_\_\_

MAILING ADDRESS: POB 395 TRURO MA 02666 E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: SMART  
PAYT

SPECIAL QUALIFICATIONS OR INTEREST: RETIRED TRANSFER STATION  
RECY COMM.

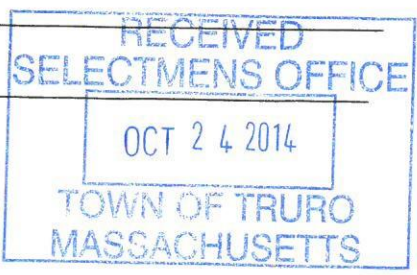
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: *Normand R Scherer* DATE: 10/24/14  
\*\*\*\*\*

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Tracy A Rose HOME TELEPHONE: \_\_\_\_\_

ADDRESS: One Town Hall Rd POB 663 WORK PHONE: \_\_\_\_\_

MAILING ADDRESS: Truro MA 02666 E-MAIL: \_\_\_\_\_

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

Board of Health Representative to newly created Ad Hoc Committee for so-called  
"SMART PRGM."

SPECIAL QUALIFICATIONS OR INTEREST: \_\_\_\_\_

I am very interested in gathering information, facts and data to learn  
if the SMART Program would save the Town of Truro and its taxpayers,  
money. Also interested the many issues surrounding recycling and the

COMMENTS: monetary benefits or cost effectiveness of such a program.

Its worthy to mention the importance of saving our planet and  
education is paramount.

SIGNATURE: Tracy A Rose DATE: 10.30.14  
\*\*\*\*\*

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: AXEL J. SCHMIDT HOME TELEPHONE: \_\_\_\_\_

ADDRESS: 7 NO. UNION FIELD RD WORK PHONE: \_\_\_\_\_

MAILING ADDRESS: PO BOX 24 E-MAIL: \_\_\_\_\_

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

AD HOC TRASH COMMITTEE

SPECIAL QUALIFICATIONS OR INTEREST: HAVE LIVED AND OWNED A HOME IN NORTH TRURO FOR 28 YEARS. PRESENTLY THE DIRECTOR OF THE TRURO CERT TEAM.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: *[Signature]* DATE: 10/28/2014

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: <sup>(Bunker)</sup> Katherine Black HOME TELEPHONE: \_\_\_\_\_

ADDRESS: 36 Corn Hill Rd Truro WORK PHONE: \_\_\_\_\_ <sup>cell</sup>

MAILING ADDRESS: P.O. Box 1065 Truro E-MAIL: \_\_\_\_\_  
02666

FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Trash/recycling  
SMART/PAYT Committee

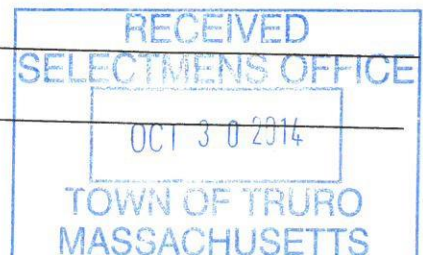
SPECIAL QUALIFICATIONS OR INTEREST: I have experience as a career city government administrator in New Mexico. I am a lifelong Truro summer resident who lives in Truro year round as of October 2014.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: Kat Black DATE: 10/30/14  
\*\*\*\*\*

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

RECEIVED  
SELECTIONS OFFICE  
OCT 31 2014  
TOWN OF TRURO  
MASSACHUSETTS

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: THOMAS CUMMISKEY HOME TELEPHONE: \_\_\_\_\_

ADDRESS: 6B BRIDGE LANE, TRURO WORK PHONE: \_\_\_\_\_

MAILING ADDRESS: P.O. BOX 1055, 02666 E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: SMART  
AD-HOC COMMITTEE

SPECIAL QUALIFICATIONS OR INTEREST: I am very interested in recycling and have a research background as a Medical Librarian.

COMMENTS: I'm new to Truro (18 months) and am a renter.

SIGNATURE: Thomas Cumiskey DATE: 10-30-14  
\*\*\*\*\*

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: ERIC MAYS CELL HOME TELEPHONE: \_\_\_\_\_

ADDRESS: 13 PRIEST ROAD WORK PHONE: \_\_\_\_\_

MAILING ADDRESS: BOX 43, NORTH TRURO E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: SMART/PAYT

SPECIAL QUALIFICATIONS OR INTEREST: MEMBER/SECRETARY BIKE+WALWAYS  
QUANTITATIVE, DATA, ANALYTIC SKILLS (ENGINEERING, COMPUTER BACKGROUND)  
ORGANIZATIONAL SKILLS (20 YRS. MGMT)

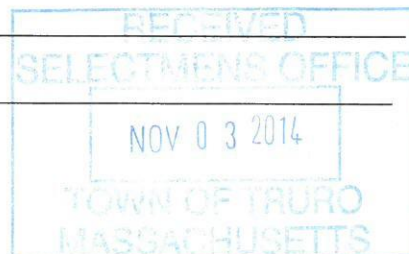
COMMENTS: I CARE ABOUT OUR IMPACT ON THE ENVIRONMENT, AND  
THE SOLID WASTE CYCLE IS A BIG PIECE WITH INCREASED DISPOSAL  
FEEES FOR THE TOWN WE NEED TO IMPROVE. ENHANCING THE TYPES AND  
QUANTITY OF RECYCLES IS ONE ASPECT, OBVIOUSLY. TRYING TO UNDERSTAND  
FEE BASE DISPOSAL, BUT NOT CLEAR THAT VOLUME (e.g. WELFLEET) IS FAIR  
MEASURE.

SIGNATURE: [Signature] DATE: 11/3/14

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



## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: John H. Bloom HOME TELEPHONE: cell

ADDRESS: 5 Houser Way WORK PHONE: \_\_\_\_\_

MAILING ADDRESS: PO Box 392 E-MAIL: \_\_\_\_\_  
North Truro, MA 02652

FAX: NA MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: \_\_\_\_\_

Smart Committee

SPECIAL QUALIFICATIONS OR INTEREST: property management;  
home owner

COMMENTS: I would like to become more  
involved with the Truro Community.

SIGNATURE: \_\_\_\_\_ DATE: 11/4/14

\*\*\*\*\*

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

SIGNATURE: John H. Bloom DATE: 11-4-2014

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_



# Cape Cod National Seashore Integrated Parking and Transit Study



December 2010  
PMIS 133881





## Acknowledgements

The authors wish to thank the numerous organizations and individuals who graciously provided their time, knowledge and guidance in the development of this report, including:

### *Cape Cod National Seashore*

George Price, Superintendent  
Karst Hoozeboom, Chief of Maintenance  
Ben Pearson, former Chief of Maintenance  
Lauren McKean, Planner  
Erin Der-McLeod, Park Planning Assistant  
Shelley Hall, Natural Resources Division Chief  
Bob Grant, Chief Ranger  
Mark Adams, GIS Specialist  
Robert Cook, Wildlife Ecologist  
Megan Tyrrell, Research and Monitoring Coordinator  
Nicole Brooks, Facility Management Specialist  
Carrie Phillips, former Natural Resources Division Chief  
Craig Thatcher, North District Ranger

### *Cape Cod Commission*

Clay Schofield, Transportation Engineer  
Patty Daley, Technical Services Manager/Chief of Staff  
Anne Reynolds, Geographic Information System Manager

### *Towns of the Outer Cape*

Sue Leven, Town Planner, Town of Brewster  
Bob Bersin, Director, Department of Public Works, Town of Brewster  
Jim Gallagher, Conservation Administrator, Town of Brewster  
Terry Whalen, Principal Planner, Town of Chatham  
Ted Keon, Director of Coastal Resources, Town of Chatham  
Sheila Vanderhoef, Town Administrator, Town of Eastham  
Mark Powers, Director, Recreation & Beach Department, Town of Eastham  
Neil Andres, Superintendent, Department of Public Works, Town of Eastham  
Bill Doherty, County Commissioner, Barnstable County and Selectman, Town of Harwich  
James Merriam, Town Manager, Town of Harwich  
David Spitz, Town Planner, Town of Harwich  
Elizabeth Hume, former Interim Planner, Town of Harwich  
Lincoln Hooper, Director, Department of Public Works, Town of Harwich  
George Meservey, Planning Director, Town of Orleans  
Paul Fulcher, Parks & Beach Superintendent, Town of Orleans  
Sharon Lynn, Town Manager, Town of Provincetown  
David Gardner, Assistant Town Manager, Town of Provincetown  
Pamela Nolan, Town Administrator, Town of Truro  
Charleen Greenhalgh, Assistant Town Administrator and Planner, Town of Truro  
Paul Morris, Chief, Department of Public Works, Town of Truro  
Suzanne Grout Thomas, Beach Administrator, Town of Wellfleet  
Paul Sieloff, Town Administrator, Town of Wellfleet  
Rex Peterson, Assistant Town Administrator and Town Planner, Town of Wellfleet

### *Cape Cod Regional Transit Authority*

Tom Cahir, Administrator  
Julie Quintero-Schulz, Mobility Manager  
Larry Harman, Co-Director, Bridgewater State College GeoGraphics Laboratory  
Lisa Maragnano, General Manager

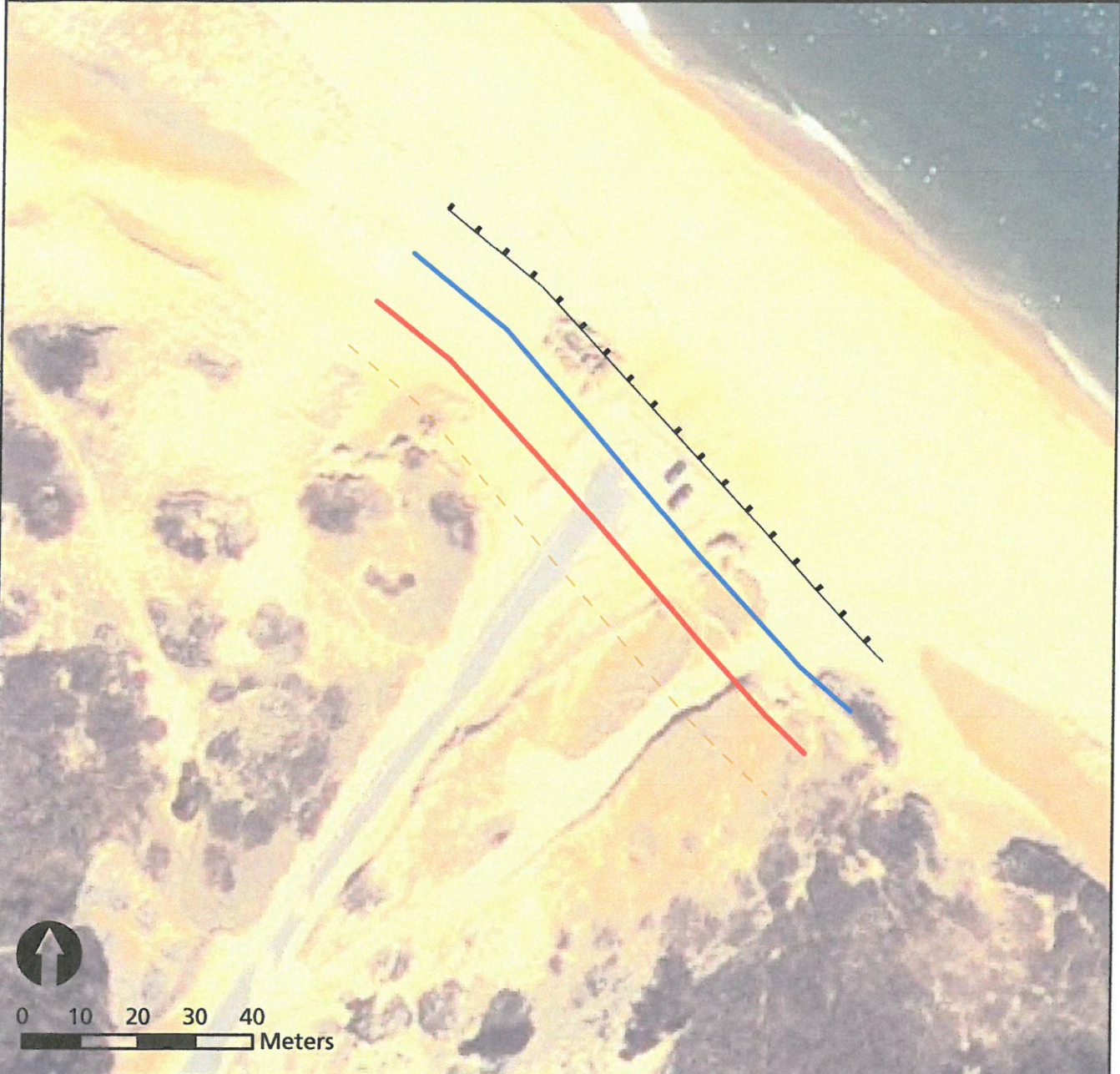
**Table 14**  
**Erosive Forces by Beach**

Town	Beach	NPS/ Town	Primary Parking Area Concern
Truro	Ballston	town	Oceanside Dune Migration
Truro	Coast Guard	town	Oceanside Dune Migration
Truro	Head of the Meadow Beach	town	Oceanside Dune Migration
Truro	Head of the Meadow Beach	NPS	Oceanside Dune Migration
Truro	Longnook	town	Oceanside Erosion
Wellfleet	Cahoon Hollow Beach	town	Oceanside Erosion
Wellfleet	Marconi Beach	NPS	Oceanside Erosion
Wellfleet	Maguire Landing/ Le Count Hollow	town	Oceanside Erosion
Wellfleet	Newcomb Hollow	town	Oceanside Erosion
Wellfleet	White Crest Beach	town	Oceanside Erosion
Eastham	Coast Guard @ Beach	NPS	Oceanside Erosion
Eastham	Nauset Light Beach	NPS	Oceanside Erosion
Eastham	Campground	town	Bayside Erosion
Eastham	Cooks Brook	town	Bayside Erosion
Eastham	First Encounter	town	Bayside Erosion
Eastham	South Sunken Meadow	town	Bayside Erosion
Eastham	Thumpertown	town	Bayside Erosion
Orleans	Nauset	town	Oceanside Dune Migration
Brewster	Breakwater Landing	town	Bayside Erosion
Brewster	Breakwater Beach	town	No Erosion
Brewster	Crosby Landing	town	No Erosion
Brewster	Ellis Landing	town	Bayside Erosion
Brewster	Linnell Landing	town	No Erosion
Brewster	Paine's Creek	town	Bayside Erosion
Brewster	Robbins Hill (Mant's Landing)	town	Bayside Erosion
Brewster	Saint's Landing	town	No Erosion

As part of the parking supply and demand analysis, the Project Team employed a geospatial analysis to estimate the loss of parking due to erosion at the priority beaches in the study area. Using high-resolution aerial photography from 2008, the edge of the bluff was clearly discernable, allowing analysts to illustrate the inward migration of the bluff at 10-, 20-, and 30-year increments, based on the identified erosion rates. This method was employed to visualize the portions of the beach parking areas expected to be affected by erosion over the horizon of this planning study. For each beach, the Project Team used the illustrations to approximate a percentage of the parking area lost due to erosion over a 20-year period. The maps containing the high resolution photographs, bluff migration lines, and parking area loss estimates are provided in Appendix A.

Table 15 provides the anticipated losses from erosion to the parking areas of each beach in the priority study area. As can be seen in Table 15, Thumpertown, South Sunken Meadow, and Cooks Brook on Eastham's bayside and White Crest and Cahoon Hollow on Wellfleet's oceanside are expected to lose 30 percent or more of their total parking surface. Overall the loss of parking on the oceanside, particularly in Wellfleet, is expected to be greatest due to the large parking areas in close proximity to the coast.





**Coast Guard Beach (Truro):  
Parking Area Erosion Analysis**

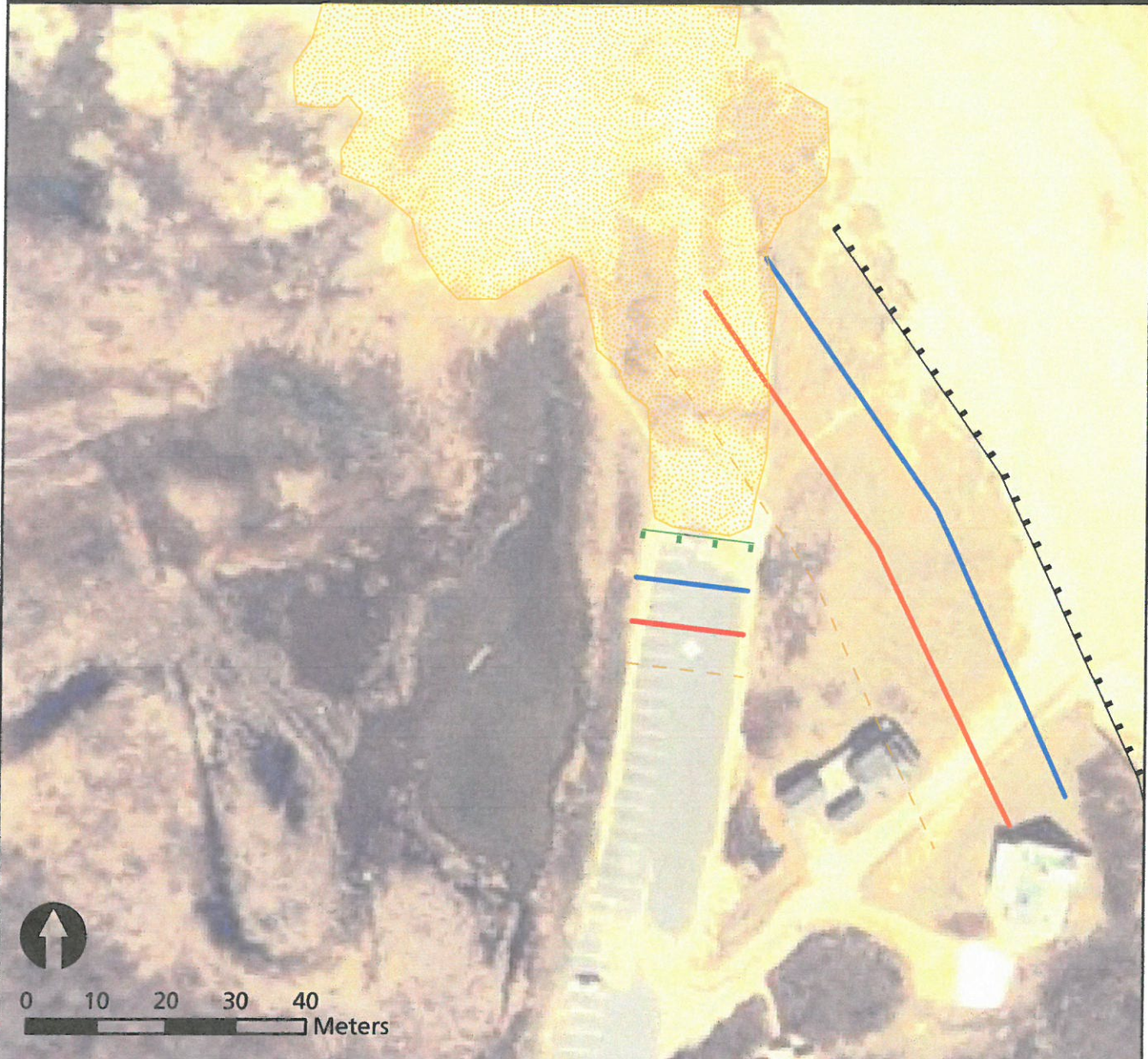
Integrated Parking and Transit Study

- Edge of Bluff/Upland
- Ten Year Buffer
- Twenty Year Buffer
- Thirty Year Buffer



2008 Parking Spaces	57
2008 Peak Utilization	68
2030 Parking Demand	71
Remaining Spaces in 2028	51
Future Peak Availability	(19)





**Ballston Beach:  
Parking Area Erosion Analysis**

Integrated Parking and Transit Study

-  Edge of Bluff/Upland
-  Leading Edge of Migrating Dune
-  Ten Year Buffer
-  Twenty Year Buffer
-  Thirty Year Buffer
-  Dunes



2008 Parking Spaces	77
2008 Peak Utilization	92
2030 Parking Demand	95
Remaining Spaces in 2028	69
Future Peak Availability	(26)





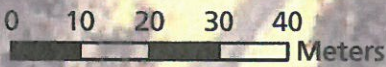
**Longnook Beach:  
Parking Area Erosion Analysis**  
Integrated Parking and Transit Study

-  Edge of Bluff/Upland
-  Ten Year Buffer
-  Twenty Year Buffer
-  Thirty Year Buffer



2008 Parking Spaces	92
2008 Peak Utilization	110
2030 Parking Demand	114
Remaining Spaces in 2028	86
Future Peak Availability	(28)





### Head of the Meadow (Truro): Parking Area Erosion Analysis

Integrated Parking and Transit Study

- Edge of Bluff/Upland
- Ten Year Buffer
- Twenty Year Buffer
- Thirty Year Buffer



2008 Parking Spaces	183
2008 Peak Utilization	110
2030 Parking Demand	113
Remaining Spaces in 2028	146
Future Peak Availability	33



**Table 15**  
**Anticipated 2028 Beach Parking Erosion and Remaining Spaces**

Town	Beach	NPS / Town	Ocean / Bay	2008 Total* Spaces	Estimated 2028 % Parking Loss	Estimated 2028 Spaces Lost	2028 Spaces Remaining AFTER Erosion
Truro	Ballston	town	Ocean	77	10%	8	69
Truro	Coast Guard	town	Ocean	57	10%	6	51
Truro	Head of the Meadow (town)	town	Ocean	183	20%	37	146
Truro	Head of the Meadow (NPS)	NPS	Ocean	285	25%	70	215
Truro	Longnook	town	Ocean	92	7%	6	86
<b>Truro</b>	<b>Total</b>	<b>town</b>	<b>Ocean</b>	<b>409</b>	<b>14%</b>	<b>57</b>	<b>352</b>
<b>Truro</b>	<b>Total</b>	<b>NPS</b>	<b>Ocean</b>	<b>285</b>	<b>25%</b>	<b>70</b>	<b>215</b>
Wellfleet	Cahoon Hollow Beach	town	Ocean	90	60%	54	36
Wellfleet	Marconi Beach	NPS	Ocean	530	0%	0	530
Wellfleet	Maguire's Landing/ Le Count Hollow	town	Ocean	167	12%	20	147
Wellfleet	Newcomb Hollow	town	Ocean	375	15%	56	319
Wellfleet	White Crest Beach	town	Ocean	404	30%	121	283
<b>Wellfleet</b>	<b>Total</b>	<b>town</b>	<b>Ocean</b>	<b>1,036</b>	<b>24%</b>	<b>251</b>	<b>785</b>
<b>Wellfleet</b>	<b>Total</b>	<b>town</b>	<b>Ocean</b>	<b>530</b>	<b>0%</b>	<b>0</b>	<b>530</b>
Eastham	Boat Meadow	town	Bay	10	-	0	10
Eastham	Campground	town	Bay	119	18%	21	98
Eastham	Cole Road	town	Bay	12	0%	0	12
Eastham	Cooks Brook	town	Bay	85	30%	26	60
Eastham	First Encounter	town	Bay	199	12%	24	175
Eastham	South Sunken Meadow	town	Bay	26	60%	16	10
Eastham	Thumpertown	town	Bay	18	50%	9	9
<b>Eastham</b>	<b>Total</b>	<b>town</b>	<b>Bay</b>	<b>469</b>	<b>20%</b>	<b>96</b>	<b>373</b>
Eastham	Coast Guard @ Beach**	town	Ocean	61	0%	0	61
Eastham	Coast Guard @ Little Creek	NPS	Ocean	422	0%	0	422
Eastham	Nauset Light Beach	NPS	Ocean	167	0%	0	167
<b>Eastham</b>	<b>Total</b>	<b>Town</b>	<b>Ocean</b>	<b>61</b>	<b>0%</b>	<b>0</b>	<b>61</b>
<b>Eastham</b>	<b>Total</b>	<b>NPS</b>	<b>Ocean</b>	<b>589</b>	<b>0%</b>	<b>0</b>	<b>589</b>
Orleans	Skaket	town	Bay	175	-	0	175
<b>Orleans</b>	<b>Total</b>	<b>Town</b>	<b>Bay</b>	<b>175</b>		<b>0</b>	<b>175</b>
Orleans	Nauset	town	Ocean	900	0%	0	900
<b>Orleans</b>	<b>Total</b>	<b>Town</b>	<b>Ocean</b>	<b>900</b>	<b>0%</b>	<b>0</b>	<b>900</b>
Brewster	Breakwater Landing	town	Bay	5	1%	0	5
Brewster	Breakwater Beach	town	Bay	59	0%	0	59
Brewster	Crosby Landing	town	Bay	63	0%	0	63
Brewster	Ellis Landing	town	Bay	21	5%	1	20
Brewster	Linnell Landing	town	Bay	24	0%	0	24
Brewster	Paine's Creek	town	Bay	16	30%	5	11
Brewster	Robbins Hill (Mant's Landing)	town	Bay	41	35%	14	27
Brewster	Saint's Landing	town	Bay	36	0%	0	36
<b>Brewster</b>	<b>Total</b>	<b>Town</b>	<b>Bay</b>	<b>265</b>		<b>20</b>	<b>245</b>
	<b>Total</b>	<b>NPS</b>		<b>1,404</b>	<b>5%</b>	<b>70</b>	<b>1,334</b>

\*Total spaces includes regular striped, handicapped accessible, and other reported on-site available parking spaces.

\*\* Coast Guard @ Beach is managed by NPS but included as "town", because the spaces are specifically reserved for town residents.

### 3.3 2030 Estimated Beach Parking Demand and Availability

The results from the two analyses described above were combined to develop a more comprehensive estimate of future beach parking area supply and demand for each beach in the priority study area. It should be noted that this study has only addressed erosion of the parking area itself, and not estimated beach parking lost if NPS or the towns employ parking management strategies to respond to and prepare for future loss of the parking areas.



**Table 13**  
**Current and Future Beach Parking Demand**

Town	Beach	NPS / Town	Ocean / Bay	2008 Total* Spaces	2008 Estimated Occupancy	2008 Estimated Needed Spaces	Growth in Demand 2007-2030	2030 Estimated Needed Spaces
Truro	Ballston	town	Ocean	77	often	92	3.3%	95
Truro	Coast Guard	town	Ocean	57	often	68	3.3%	71
Truro	Head of the Meadow (town)	town	Ocean	183	rarely	110	3.3%	113
Truro	Head of the Meadow (NPS)	NPS	Ocean	285	rarely	171	2.6%	175
Truro	Longnook	town	Ocean	92	often	110	3.3%	114
<b>Truro</b>	<b>Total</b>	<b>town</b>	<b>Ocean</b>	<b>409</b>		<b>380</b>		<b>393</b>
<b>Truro</b>	<b>Total</b>	<b>NPS</b>	<b>Ocean</b>	<b>285</b>		<b>171</b>		<b>175</b>
Wellfleet	Cahoon Hollow Beach	town	Ocean	90	often	108	5.5%	114
Wellfleet	Marconi Beach	NPS	Ocean	530	sometimes	477	2.6%	489
Wellfleet	Maguire's Landing/ Le Count Hollow	town	Ocean	167	often	200	5.5%	211
Wellfleet	Newcomb Hollow	town	Ocean	375	sometimes	338	5.5%	356
Wellfleet	White Crest Beach	town	Ocean	404	often	485	5.5%	511
<b>Wellfleet</b>	<b>Total</b>	<b>town</b>	<b>Ocean</b>	<b>1,036</b>		<b>1,131</b>		<b>1,194</b>
<b>Wellfleet</b>	<b>Total</b>	<b>NPS</b>	<b>Ocean</b>	<b>530</b>		<b>477</b>		<b>489</b>
Eastham	Boat Meadow	town	Bay	10	rarely	6	0.8%	6
Eastham	Campground	town	Bay	119	sometimes	107	0.8%	108
Eastham	Cole Road	town	Bay	12	often	14	0.8%	15
Eastham	Cooks Brook	town	Bay	85	rarely	51	0.8%	51
Eastham	First Encounter	town	Bay	199	often	239	0.8%	241
Eastham	South Sunken Meadow	town	Bay	26	often	31	0.8%	31
Eastham	Thumpertown	town	Bay	18	often	22	0.8%	22
<b>Eastham</b>	<b>Total</b>	<b>town</b>	<b>Bay</b>	<b>469</b>		<b>470</b>		<b>474</b>
Eastham	Coast Guard @ Beach**	town	Ocean	61	often	73	0.8%	74
Eastham	Coast Guard @ Little Creek	NPS	Ocean	422	sometimes	380	2.6%	390
Eastham	Nauset Light Beach	NPS	Ocean	167	often	200	2.6%	206
<b>Eastham</b>	<b>Total</b>	<b>town</b>	<b>Ocean</b>	<b>61</b>		<b>73</b>		<b>74</b>
<b>Eastham</b>	<b>Total</b>	<b>NPS</b>	<b>Ocean</b>	<b>589</b>		<b>580</b>		<b>596</b>
Orleans	Skaket	town	Bay	175	often	210	3.0%	216
<b>Orleans</b>	<b>Total</b>	<b>town</b>	<b>Bay</b>	<b>175</b>		<b>210</b>		<b>216</b>
Orleans	Nauset	town	Ocean	900	sometimes	810	3.0%	835
<b>Orleans</b>	<b>Total</b>	<b>town</b>	<b>Ocean</b>	<b>900</b>		<b>810</b>		<b>835</b>
Brewster	Breakwater Landing	town	Bay	5	often	6	8.2%	6
Brewster	Breakwater Beach	town	Bay	59	often	71	8.2%	77
Brewster	Crosby Landing	town	Bay	63	often	76	8.2%	82
Brewster	Ellis Landing	town	Bay	21	often	25	8.2%	27
Brewster	Linnell Landing	town	Bay	24	often	29	8.2%	31
Brewster	Paine's Creek	town	Bay	16	often	19	8.2%	21
Brewster	Robbins Hill (Mant's Landing)	town	Bay	41	often	49	8.2%	53
Brewster	Saint's Landing	town	Bay	36	often	43	8.2%	47
<b>Brewster</b>	<b>Total</b>	<b>town</b>	<b>Bay</b>	<b>265</b>		<b>318</b>		<b>344</b>
<b>All</b>	<b>Total</b>	<b>NPS</b>	<b>Both</b>	<b>1,404</b>		<b>1,228</b>	2.6%	<b>1,260</b>

\*Total spaces include regular striped, handicapped accessible, and other reported on-site available parking spaces.

\*\* Coast Guard @ Beach is managed by NPS but included as "town", because the spaces are specifically reserved for town residents.

### 3.2 Impact of Erosion to Existing Parking Areas

Erosion of beach parking areas is expected to accelerate the need for alternate beach parking locations or other modes of beach access. Many beach parking areas are situated very close to the shoreline, with only the steep face of a glacial bluff (or upland) separating the pavement from the beach. The bluff is highly exposed to strong wind and wave action, and while erosive events may cause dramatic changes to the shoreline in a short period of time, coastal geologists agree that a generalized, long-term erosion rate can



The erosion estimates for 2028 complement the population growth and beach parking demand estimates for 2030. Given the scale of the assumptions on which these two estimates are based, the difference in horizon year is considered to be small enough to be negligible. Further, it should be noted that given the nature of the assumptions used in this study, the intent is to estimate rough orders of magnitude of the number of parking spaces needed rather than a precise number of spaces. The total estimated future parking demand and supply for each beach is provided in Table 16.

**Table 16**  
**Comparison of Future Parking Demand and Availability**

Town	Beach	NPS / Town	Ocean / Bay	2008 Total* Spaces	2030 Estimated Spaces Needed	2028 Spaces Remaining AFTER Erosion	Future Excess or Shortfall
Truro	Ballston	town	Ocean	77	95	69	-26
Truro	Coast Guard	town	Ocean	57	71	51	-19
Truro	Head of the Meadow (town)	town	Ocean	183	113	146	33
Truro	Head of the Meadow (NPS)	NPS	Ocean	285	175	215	40
Truro	Longnook	town	Ocean	92	114	86	-28
<b>Truro</b>	<b>Total</b>	<b>town</b>	<b>Ocean</b>	<b>409</b>	<b>393</b>	<b>352</b>	<b>-41</b>
<b>Truro</b>	<b>Total</b>	<b>NPS</b>	<b>Ocean</b>	<b>285</b>	<b>175</b>	<b>215</b>	<b>40</b>
<b>Truro</b>	<b>Total</b>	<b>both</b>	<b>Ocean</b>				<b>-1</b>
Wellfleet	Cahoon Hollow Beach	town	Ocean	90	114	36	-78
Wellfleet	Marconi Beach	NPS	Ocean	530	489	530	41
Wellfleet	Maguire's Landing/ Le Count Hollow	town	Ocean	167	211	147	-64
Wellfleet	Newcomb Hollow	town	Ocean	375	356	319	-37
Wellfleet	White Crest Beach	town	Ocean	404	511	283	-229
<b>Wellfleet</b>	<b>Total</b>	<b>town</b>	<b>Ocean</b>	<b>1,036</b>	<b>1,193</b>	<b>785</b>	<b>-407</b>
<b>Wellfleet</b>	<b>Total</b>	<b>NPS</b>	<b>Ocean</b>	<b>530</b>	<b>489</b>	<b>530</b>	<b>41</b>
<b>Wellfleet</b>	<b>Total</b>	<b>both</b>	<b>Ocean</b>				<b>-366</b>
Eastham	Boat Meadow	town	Bay	10	6	10	4
Eastham	Campground	town	Bay	119	108	98	-10
Eastham	Cole Road	town	Bay	12	15	12	-3
Eastham	Cooks Brook	town	Bay	85	51	60	8
Eastham	First Encounter	town	Bay	199	241	175	-66
Eastham	South Sunken Meadow	town	Bay	26	31	10	-21
Eastham	Thumpertown	town	Bay	18	22	9	-13
<b>Eastham</b>	<b>Total</b>	<b>town</b>	<b>Bay</b>	<b>469</b>	<b>474</b>	<b>373</b>	<b>-101</b>
Eastham	Coast Guard @ Beach**	town	Ocean	61	74	61	-13
Eastham	Coast Guard @ Little Creek	NPS	Ocean	422	390	422	32
Eastham	Nauset Light Beach	NPS	Ocean	167	206	167	-39
<b>Eastham</b>	<b>Total</b>	<b>town</b>	<b>Ocean</b>	<b>61</b>	<b>74</b>	<b>61</b>	<b>-13</b>
<b>Eastham</b>	<b>Total</b>	<b>NPS</b>	<b>Ocean</b>	<b>589</b>	<b>595</b>	<b>589</b>	<b>-6</b>
<b>Eastham</b>	<b>Total</b>	<b>both</b>	<b>Ocean</b>				<b>-19</b>
Orleans	Skaket	town	Bay	175	216	175	-41
<b>Orleans</b>	<b>Total</b>	<b>town</b>	<b>Bay</b>	<b>175</b>	<b>216</b>	<b>175</b>	<b>-41</b>
Orleans	Nauset	town	Ocean	900	835	900	65
<b>Orleans</b>	<b>Total</b>	<b>town</b>	<b>Ocean</b>	<b>900</b>	<b>835</b>	<b>900</b>	<b>65</b>
Brewster	Breakwater Landing	town	Bay	5	6	5	-1
Brewster	Breakwater Beach	town	Bay	59	77	59	-18
Brewster	Crosby Landing	town	Bay	63	82	63	-19
Brewster	Ellis Landing	town	Bay	21	27	21	-7
Brewster	Linnell Landing	town	Bay	24	31	24	-7
Brewster	Paine's Creek	town	Bay	16	21	16	-10
Brewster	Robbins Hill (Mant's Landing)	town	Bay	41	53	41	-26
Brewster	Saint's Landing	town	Bay	36	47	36	-11
<b>Brewster</b>	<b>Total</b>	<b>town</b>	<b>Bay</b>	<b>265</b>	<b>344</b>	<b>265</b>	<b>-99</b>
	<b>Total NPS Managed</b>			<b>1,404</b>	<b>1,259</b>	<b>1,334</b>	<b>75</b>

\*Total spaces includes regular striped, handicapped accessible, and other reported on-site available parking spaces.

\*\* Coast Guard @ Beach is managed by NPS but included as "town", because the spaces are specifically reserved for town residents.

Truro Board of Selectmen  
Meeting Minutes – Tuesday, October 28, 2014  
Truro Town Hall, 4:00 p.m.

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

Present: Co-Acting Town Administrator- Robert Lawton, Jr., Paul Morris, Jason Norton, Steve Wisbauer, Chief Kyle Takakjian, Sandy Stapczynski

Chair Coburn called the meeting to order at 4:00 p.m.

**Coburn moved that the Board of Selectmen enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, Section 21(a) 3 to discuss with Town Counsel strategy with respect to litigation regarding 25-27 Stephens Way where discussion in an open meeting may have a detrimental effect on the bargaining or litigation position of the Town and to reconvene in open session, the Chair so declares. Wisotzky seconded. Roll Call Vote: Weinstein, aye; Burgess, aye; Coburn, aye; Wisotzky, aye, Worthington, aye. So voted unanimously 5-0.**

At 5:00p.m the Board of Selectmen reconvened in Open Session.

Coburn opened the public comments section of the meeting. No citizens came forth for the public comments section. Coburn continued by announcing the meeting was being taped for broadcast on channel 18, Truro TV, and asked if anyone in the audience was making a recording. Hearing no response in the affirmative Coburn proceeded with the first order of business.

**Introduction of Jason Norton new DPW Director for 2015**

Both Paul Morris and Jason Norton approached the Board of Selectmen. Paul introduced Jason. He feels they made the right choice in choosing him to be the next DPW Director. Jason has a background with the DEP, Conservation Commission, and the engineering field.

Jason is honored to be selected for the position of DPW Director. He acknowledged Paul, and the DPW crew, being instrumental for the past thirty years with maintaining the Town's infrastructure, and facilities of the Town. It is his goal, and initiative, to continue that trend of moving forward, and keeping up the positive momentum which Paul has developed. He is excited to start on November 10<sup>th</sup>. He will be working with Paul to transition into the position.

Mr. Lawton spoke about the process of hiring a new DPW Director. They had ten initial candidates. With Paul and Charleen's help, the pool was narrowed down to five candidates, which they interviewed. After the interview process, they narrowed down the applicants to two. It was decided that Jason would be best for the future of Truro.

Burgess pointed out his experience with marine structures, and drainage, will be helpful with the situation the Town has out at East Harbor, where they have failing infrastructure and consequential erosion problems.

**Preliminary Discussion with Shellfish Advisory Committee Members on Changes to Fees, License issue dates, Creating a 2 week license & Increase of Senior Citizen age requirement.**



The Shellfish Advisory Committee recently reviewed their license fees, and a decision was made to update them. Steve presented recommendations to the Board of Selectmen. Changes proposed are as follows:

1. Raise the annual license fee for resident shell-fishing from \$10.00 to \$15.00.
2. Raise the annual non-resident license fee for shell-fishing from \$50.00 to \$100.00.
3. Create a two-week license, effective during the summer; in which people on vacation could shellfish outside of the Pamet area (the Pamet area is closed in the summer).
4. Align the shellfish licenses to be seasonal.
5. Change the age requirement on the senior shellfish license from 59 to 65. Any new senior licenses issued would require registration on a yearly basis. Existing senior licenses could be grandfathered.
6. Require that all license holders prominently display said license while shell-fishing.

Wisotzky asked if the committee looked at the increase in the resident fee (from \$10 to \$15 per year) from a revenue standpoint. Tony Jackett had all of the figures, but was unable to attend the meeting. Wisotzky wanted to know the reasoning behind doubling the non-resident fee, and only raising the resident fee by fifty percent. Steve explained that the new oyster beds have become extremely prolific. They got a lot of people from other towns, which are welcome, but the revenue should be in line with what other towns have. The committee took a look at Wellfleet and Provincetown, to see what their numbers were.

Weinstein pointed out that a year-round resident license in Wellfleet costs fifty dollars. The difference being that Wellfleet is open twelve months of the year. To cover incurring costs (such as seed, and the position of Harbormaster/Shellfish Warden being combined), Weinstein suggested raising the resident shellfish permit fee to \$20. He added that a non-resident license for shell-fishing in Wellfleet costs \$200. Coburn would like to have a clear picture of what it costs to run shell-fishing in the Town of Truro.; how much is spent on wages, equipment and seed.

Steve told the Board that the shellfish committee could refine the proposals down to something more definite. They could go over budgets at their next meeting. Coburn said that the Shellfish Committee would then vote on a set of recommendations which would then be posted as a public hearing, at which point the Board of Selectmen would vote on them. Worthington would like the numbers on how many shellfish permits are sold. Steve let her know that when the Shellfish Committee meets again, they will include in the recommendation some numbers that the Board of Selectmen can use to make a decision. Weinstein is comfortable with the \$100 non-resident shellfish fee, recognizing the fact that the Pamet basin is only open for a relatively short time in a twelve month calendar. Steve added that this past year, the popularity has increased in people shell-fishing off-season outside of the Pamet. The license is becoming more useful year-round.

Wisotzky likes the idea of the two-week license. He asked how the committee came up with a two-week timeframe. Two weeks seemed to fit a lot of people's needs while on vacation. The committee did discuss whether to offer the two week permit year-round, instead of only during the summer. In the end, they decided to offer it seasonally, for the summer.

All selectmen were in favor of shifting the license to eliminate the need for people to get new licenses in the middle of the season.

Worthington proposed raising the age on the senior shellfish license to 62, not 65. Weinstein let the Board know that Wellfleet charges a fee of \$10 for their senior shellfish license, and their age requirement is 65. Both Weinstein and Coburn believe there is some merit in looking into having a reduced fee for the senior permit, once they get information back on the budget. Coburn is aware of people shell-fishing to supplement their grocery budget. He would hate the increases to hurt those people.

As for having the license prominently displayed, Weinstein told the Board that Wellfleet provides a plastic holder, Yarmouth does something similar, and he feels that it would behoove Truro to do the same. The Shellfish Committee is thinking about having the plastic holders available. Steve will bring all the comments from the Board of Selectmen to the next Shellfish Committee meeting.

### **Quarterly report from the Truro Police Department**

Chief Kyle Takakjian approached the Board. He reported<sup>1</sup> that the police department had an extremely busy summer season. The staff worked diligently to take care of the increased need for services. Traffic accidents were down dramatically compared to last year. They have three candidates in the police academy, and are expected to graduate in February 2015. The farmers market, as well as Truro Treasures, was successful. In some instances the requirements for police services went beyond what their staffing capability were, so they looked to mutual aid to bring outside help in. Kyle mentioned a new mental health partnership which the police department is engaging in. They have found that many of the police and EMS departments on the Cape, in the last year to year and a half, have been struggling with all of the core issues that are related to mental health. The core issues are not criminal; they deal with everything from alcoholism, depression, drug use, and physical disabilities. Truro is somewhat isolated and the services are not as readily available as they would like them to be. EMS is overtasked, many times, in dealing with these issues. Starting next month a clinician from the State Department of Mental Health will come to Truro on a monthly basis and conduct home visits for residents which they know are in need of assistance. The police department will identify the individuals, and the case workers will make the visits with a police officer. One the initial visit takes place; there will be other visits without the police officer.

Burgess mentioned that during Truro Treasures she participated in the dunk tank activity, which was raising money for a K-9 dog. She thought it was a great idea to raise funds for other areas.

Wisotzky wanted to talk to Chief Takakjian about his report on the number of OUI's being up during the summer, and his expectation for that number to exceed last year's number, for the entire year.

Wisotzky wanted to know if there was a sense of where people were coming from when they are stopped and arrested (restaurants, bars, private parties, and home). Kyles said it runs the gamut. There is not one place they can go to, to curb it on the other end.

Mr. Weinstein had a comment and a question. He echoes the comments from Coburn regarding issues on the mental health front. He thanked Kyle and his police officers, staff and department for bringing the town safely to this point. In Kyle's report on staffing and overtime, he admittedly stated that the staff is not large enough to support some functions in-house, and that the staffing concerns have a detrimental effect on the budget. Weinstein suggested that perhaps it's time to talk with some of our neighboring towns departments about regionalization of some aspects of staffing services. Weinstein wanted to put that out there for a discussion to have at some point.

Worthington thanked Kyle as well. She wonders, in terms of the summer and traffic, in relation to downtown Truro, did Kyle think speed was an issue and could they do anything about lowering the speed in that one section. Kyle stated that Truro Center Road is one of the eight secondary roads that he went to the Cape Cod Commission with last year to try and put a program together to reduce the speed on that roadway. He had to prioritize the different components of the Safe Roads Project. In getting ready for the upcoming storm season, one of the items was to make some headway on all of the roads in South Truro and the National Park that are completely unmarked, and unnumbered. They've made progress with that in the last two month. The secondary roads are going to require the speed counts. He agrees with the residents who have come forward, and he feels their concerns are valid. He's hopeful that now that the additional festivals, and summer work are done, that during the winter months they can make some headway.

Coburn mentioned an email he'd sent to Kyle regarding the speeds on Truro Center Road. He thinks it's important for the public to know that the town cannot unilaterally change the speed limits. Perhaps looking into a sign, similar to the one Provincetown has on Conwell Street, which is a fixed radar of some sorts, could be something Kyle could look into? Kyle stated that those signs are relatively inexpensive for the information that they provide. One thing he is slightly hesitant to do at this time is to put them up, because he has to install them with the speeds that are currently there, which he believes are too high. Coburn asked what the legal speed was on Truro Center Road. Kyle replied that it is 35 mph, and he thinks it should be 25 mph.

### **Review and Approve Draft Code of Civil Conduct for Employees, Committees and Board members**

The Board of Selectmen discussed the draft Code of Civil Conduct.<sup>2</sup> Worthington asked, under "enforcement", can the Board of Selectmen really enforce a code of behavior on volunteers? She also wants to know what it means when it states "violations will not be tolerated and could result in disciplinary action". Coburn stated that a number of the volunteers are appointed by the Board of Selectmen. If they found a case where someone they appointed was disrespectful, or disruptive in meetings, it would be incumbent upon the Board to restore civility to their process. There is a mechanism within the Charter for the Board to spend or remove members who they appoint. Likewise, the moderator has the same authority to go through the same process, and could suspend or remove a member of a committee which she appoints. Worthington asked about the elected boards. Coburn stated that there isn't a mechanism there other than an election or recall. Worthington asked Mr. Lawton if a code of civil conduct is used often in other towns. He replied that Yarmouth has something, not as detailed, which they go by. Weinstein thanked Wisotzky and Coburn for their work on this. He had a question regarding the "reporting chain". The sentence says, "The Chiefs" (which refers to the Police Chief and Fire Chief) "shall be directed through the Board's liaisons to the respective Chief." Weinstein asked who the liaisons are currently, and would that change annually. Coburn's understanding has been that traditionally the Chair of the Board of Selectmen serves as the liaison to the Police Chief. There hasn't been a tradition with the Fire Chief because it's new that the Fire Chief reports to the Board of Selectmen.

Chief Takakjian came back with some comments. He made a technical clarification to a footnote. For the police department, the support staff they have, who are hired full time, are covered under their rules and regulations. They might want to do a slight adjustment to the verbiage there. Coburn confirmed the footnote which Kyle was referring to. Coburn asked Wisotzky if he knew if the fire department support staff was covered under the rules and regulations. Wisotzky stated that the way the fire department is currently staffed; they are covered under the rules and regulations.

**Wisotzky made a motion to approve the Code of Civil Conduct for Employees, Committees and Board members, with the caveat that they delete "excluding support staff" in the footnote on page 2.**

**Weinstein seconded the motion.**

**So voted unanimously 5-0.**

### **Review and Approve FY16 Budget Message from the Board of Selectmen**

Coburn started the discussion by saying that each year the budget process starts around this time. The Board of Selectmen had their initial meeting with the Finance Committee at their last meeting two weeks ago. The Town Administrator will be meeting with Department Heads to begin the process of internal budget development. Before that, the Board of Selectmen has traditionally drafted budget guidelines.<sup>3</sup> This budget message is proposing a new idea. One of the challenges is the trajectory of



municipal spending, and the ability of tax payers to continue to deal with the increases. They have not been able to get a concrete discussion about what things would look like if they do not want to increase the budget. In real terms, what services would be reduced, eliminated, or changed. What this document does is ask all Department Heads to propose cuts, or changes in services, which would achieve a 5% reduction in their department. In order to have a substantive discussion, Coburn feels that making such a request of staff to educate the Board of Selectmen to what a 5% reduction would mean, will allow them to have a more productive, informed discussion.

Weinstein specifically thanked Coburn. He was impressed with the thoughtfulness and inclusiveness, particularly directing things to Department Heads and town staff to try and get an understanding of a couple of issues which he feels the community should be aware of;

1. What is the level of services that people are deeming as important?
2. What are those services costing, and how in the future can the Town sustain them. Is there a way to make sustainability come within what Coburn has described, with level funding?

Worthington agreed with what Weinstein said. She hopes it will give the Board of Selectmen and the community an idea of what it would look like to have fewer services in certain areas.

Wisotzky likes this approach as it takes the proposal out of the theoretical, and makes it tangible. He stated that the staff has done a great job, year after year, with coming to the table and maximizing efficiency, and trying to do the best with what they have. Wisotzky does not want this taken as a suggestion that there is "5% fat in the budget" because he does not believe there is. For Wisotzky, personally, having some sort of narrative that accompanies the spreadsheet is very important.

Burgess agrees with Wisotzky. She thinks this will take the proposal of seeing a 5% cut out of the hypothetical and will give the Board of Selectmen some specifics, and give citizens an opportunity to have more input.

Coburn had an opportunity to discuss this proposal with Ms. Palmer, the new Town Administrator. She felt this was a good way to begin this process.

Chief Takakjian approached the Board. Kyle pointed out that their deadlines back to the Accounting Department for anticipated budgets are December 1, 2014. Kyle questioned, is the Board asking Department Heads to complete two budgets? Per Mr. Lawton, the regular budget will be done, and then they should have some narrative of what a 5% reduction would look like. What Mr. Lawton will propose at the Department Head meeting will be to present the budget with whatever increases there would be, but then also do the narrative to see what the 5% would look like.

Coburn stated that even in the narrative, he would expect to see some numbers. When reducing the budget by 5%, he wants to know how much that is, and where does that amount come from. Weinstein added that he does not think that the Board is asking Department Heads to present two budgets. Kyle's question has to do with deliverables. Department Heads have a deliverable of December 1, 2014 to present to the Board of Selectmen, and the town, the most accurate budget they possibly can. What Kyle is gathering from the conversation is that they are not asking, in the current level fund they have, to reduce that budget by 5%. What he thinks they are asking for is a philosophical narrative that states, based upon our current budget, if it's reduced it by 5%, these are the services that would have to be reduced, that are being provided to the town currently. Mr. Lawton also stated that he would encourage Department Heads to look at how fees in their department could offset the 5% reduction.

**Wisotzky made a motion to adopt the FY2016 Budget Guidelines.**

**Weinstein seconded the motion.**

**So voted unanimously 5-0.**

**Joint meeting with members of the Pamet Harbor Commission regarding Open Meeting requirements for posting meeting agendas.**<sup>4</sup>

Coburn made a couple of attempts to speak to the Chairman, Mr. Silva, to invite him to attend the meeting. He has been away in an area with very little cell service. Coburn would like to place this on the agenda for November 12, 2014.

### **HRS Inc., Wage and Classification Study Discussion**<sup>5</sup>

Sandy Stapczynski approached the Board. Mr. Lawton provided two pieces of information which he believes will be helpful;

1. Performance review
2. (Questions & Answers) Definitions

Coburn opened the discussion by summarizing that about a year ago the Board of Selectmen approved a contract to retain Sandy's services to do a wage and classification study. They worked hard with all labor unions to get everyone lined up in a single year, and decided to only negotiate a year contract with all three labor unions in order to implement the new classification. The Board expected the classification study to be completed many months ago. Sandy recently went over a preliminary class plan with Mr. Lawton and Charleen. Today, a final draft preliminary report was submitted and reviewed. Job descriptions needed more work than originally anticipated. She believes the written report, with the narrative, will be done in about a week. There were some things beyond her control which needed to be taken into consideration. Sandy then went over her report to list the items which were completed.

Wisotzky stated that Sandy said things were delayed because of what people in Truro did. He did not hear anything about what happened on her end, in terms of what caused the delay. She had a meeting in the spring where it was agreed, verbally, to extend the deadline to a certain date. Materials were given to the town which needed reviewing, and those items were received back later than anticipated. Wisotzky believes there is a difference between taking the blame and taking responsibility. From the Board's standpoint, it seemed that there was a lack of responsiveness, and a consistent missing of deadlines.

Mr. Lawton summarized the timeline. When he arrived in June, the job descriptions were received. It took the town until the middle of August to finish the first review and get them back to Sandy. The first round of reviews was returned back to the town in early October. Those were given to Department Heads and were given back to Sandy in approximately one week's time. There were two, two month delays. One was in the spring. Mr. Lawton did check with Charleen and Jack Dolan to verify that there was a discussion about the date. Town counsel said there was a discussion about when the product could be completed, there was an indication that it could be done in June, and town counsel, and Charleen, reluctantly agreed to that.

Weinstein asked if he was correct in understanding that the contract the town entered into with HRS Inc. stated the town would have something in hand by April. Sandy explained that there was a verbal agreement to extend the study into June because of Rex's death. Major rewrites of job descriptions needed to be done. She pointed out that in her contract, any delays by the town would in turn delay her deadline. Weinstein wants Sandy to understand that the work product she was to provide is essential for the Board of Selectmen's work in formulating an ongoing budget process. The fact that they have already begun the budget process, absent of what was owed the town, makes the Board's job extremely difficult. He hopes that for their next scheduled Board of Selectmen meeting, they will have a finished work product that they can go forward with. Sandy confirmed that the Board would have that information in one week.

## **Consent Agenda**

- 1) Review and Approve Meeting Minutes: October 14<sup>th</sup> Regular Session Minutes<sup>6</sup>
- 2) Review & Approve and authorize Chair to sign:
  - a. Eastern Minerals Contract-Road Salt Award Bid Winner –DPW<sup>7</sup>
  - b. FY15 Local Cultural Council Funds from the Massachusetts Cultural Council & Contractor Authorized Signatory Listing<sup>8</sup>
- 3) Review & Approve Temporary Borrowing for Renewal of Pamet Harbor South Jetty Repairs<sup>9</sup>
- 4) Re-appointments of Board and Committee members: Hannah Shrand –COA –Alt. to Full<sup>10</sup>
- 5) Review & Approve & Authorize the Chair to sign Truro Water Service Application for Separate Water Service for South Wind Court Cottages (Condo Conversion) –Fred Sateriale & Mike Roderick (R&S Reality Trust) (121 Shore Rd)<sup>11</sup>
- 6) Review and Approve Letter of Support for Grant proposal to Department of Marine Fisheries-Recreational Angler Public Access Improvement-Harbor Master<sup>12</sup>
- 7) Review and Approve 2015 License Renewals: Montano’s Restaurant –Common Victualer (food)<sup>13</sup> & Gingerbread House-Lodging License<sup>14</sup>
- 8) Review & Approve Supplement to Professional Services Agreement with MRI
- 9) Review and Approve Update on Senior Municipal Work Program BoS Policy #30<sup>15</sup>
- 10) Review and Approve Accepting Gift from TCT to Finalize the Update on the Open Space Plan<sup>16</sup>

Weinstein had a few corrections for the minutes from the October 14, 2014 meeting. There were no objections from Board members regarding approving those minutes.

Wisotzky brought attention to consent agenda item number 8, which he said should be removed, and consent agenda item number 9, which should be placed on hold.

**Weinstein made a motion to approve the items on the consent agenda, withholding items 8 and 9. Burgess seconded the motion. So voted unanimously 5-0.**

### **Review and Approve Supplement to Professional Services Agreement with MRI**

Wisotzky let the Board know there was a bit of confusion with MRI as to whether the services they would be providing through the end of their contract (December 31, 2015) were covered. Initially it was thought a supplemental agreement was needed, however the scope of work that they will do through December 31, 2014 is covered under the current agreement. There is no need for a supplement.

### **Review and Approve Update on Senior Municipal Work Program BoS Policy #30**

Wisotzky reminded the Board that a few meetings ago, there were some questions regarding the Senior Municipal Work Program. There were concerns with making sure that the program was refreshing itself. There should be the opportunity for new people to join the program. There was no language in the policy memorandum that spoke to bringing new people into the program. Now, if a department has had the same person for two years, that Department Head should go back to the pool of applicants. If there is someone who has not had an opportunity, and they qualify, then they should have that chance. In the past, the Selectmen have voted to not have an income requirement in the program. What they are bringing forward is a recommendation to add a prioritization. If an applicant meets one of the criteria that are already established for property tax relief, then they would be prioritized. Worthington added, as a side note, that they were trying to get liaisons to departments to get Department Heads to think



about positions within their particular department, because the program can be expanded. Mr. Lawton will be bringing this subject up at the next Department Head meeting. Wisotzky added, as a point of information, that he presented the suggested change to the COA Board of Directors, and there were no concerns or opposition.

**Burgess made a motion to approve the update Board of Selectmen Policy Memorandum # 30.  
Worthington seconded the motion.  
So voted unanimously 5-0.**

**Review and Approve and Authorize the Vice-Chair to Sign FY14 CDBG Childcare Program Management Contract with Cassie Boyd Marsh, Bailey Boyd Assoc. Inc.**

Coburn announced he has a conflict of interest with this item and therefore turned it over to Wisotzky.

**Burgess made a motion to approve the CDBG FY14 Childcare Program Management contract<sup>17</sup> and authorize the Vice-Chair to sign.  
Weinstein seconded the motion.  
So voted 4-0, (Coburn Coburn recused).**

**Update on Reviewing and Revising BoS Policy Memorandums**

Wisotzky gave a brief update. Burgess and he have been working together to review 58 active policy memorandums. They have taken a first cut, and prioritized the memorandums. Many of the high priority memorandums have to do with personnel and labor related practices that may be out of date. Jack Dolan also flagged a memorandum on drug and alcohol testing. There are a couple of financial, and program requirement memorandums which they will focus on first. He asked if the Board wanted these memorandums brought to them individually, or in batches. It was agreed upon that bringing them in batches would be best. Burgess added that she felt item # 41 needed tweaking, and she was working on that.

**Update on Goals and Objectives**

Mr. Lawton reported to the Board of Selectmen that Charleen and he met with representatives from the Cape Cod Commission and the County. This meeting focused on their goal to improve their ability to get grants. They now have an agreement both with a representative from the Cape Cod Commission and the Resource Development Officer for the County, who is assigned to do grant work. They will help the Town of Truro with all of the background material necessary for grants. In addition, if the town gives them a list of grants that they would like to apply for, they will do the research and give guidance on how to do the narrative. He will be mentioning the availability of this resource at the Department Head meeting. In the meeting with Charleen and himself, they discussed affordable housing, some of the culverts (and problems with them), road classification study, and economic development. The Resource Development Officer mentioned that one of her jobs is to inform Truro of the “ropes” attached to some grants. There are instances where the grant is not worth it in relation to the reporting requirements. Worthington asked if mental health outreach was something relative to grants which the town could apply for. Mr. Lawton stated that Chief Takakjian was working with folks who offer that, and a separate grant was not needed. Worthington inquired about the status on the DPW site. Mr. Lawton let the Board know that he was awaiting a reply back from Mr. Raposo. Burgess asked about the goal regarding the animal shelter. She wondered how he was progressing with Wellfleet and the National Seashore.

Mr. Lawton stated there was no progress. There is a new shared Animal Control Officer, but he has not received a response back from the seashore on the animal shelter.

### **Selectmen Reports and Liaison Reports**

Weinstein-He had the occasion during the stormy weather to get in touch with the highway department for a dead tree which was threatening North Pamet Road. He thanked the highway department, and in particular Leo Rose, for responding so quickly. He would like to add an agenda item for a future meeting. There are a large number of trees on Black Pond Road which are endangering vehicle traffic. The road is in the National Seashore and he thinks there should be some sharing of the financial burden for keeping that road safe.

Also, since there has been discussion about the Pay as You Throw initiative, and charging a committee, he asked Nicole to provide the Board with a document which Wellfleet shared with the town. It is a nine month report on how that program has been proceeding in Wellfleet. The report has also been sent to Tracey Rose, Pat Pajaron, and Paul Morris. Highlights of the report were; household recycling has increased by 52%, and the municipal solid waste has decreased by 36%. Coburn wanted to put out a reminder that they are seeking residents who wish to serve on the committee. The Board of Selectmen will be considering appointments at their next meeting, scheduled for November 12<sup>th</sup>.

Burgess-She joined the Historical Committee for a tour of Edgewood Farm. Castle Hill has signed a purchase and sales agreement for two lots located there. They will be seeking a community preservation grant, and the Truro Conservation Trust is looking at two other lots there. The Historical Committee has supported, by letter, any efforts to preserve this property. The Historical Committee also completed the nomination process for four historical properties in town. Two have received plaques from the National Register of Historic Places (Congregational Parish Historic District and the Cobb Library), and they will be seeking CPA funding for National Registry plaques for the Old North Cemetery and the Grove Cemetery. The Truro Cemetery Commission is approving them in their application for that money. Burgess attended a meeting of the Truro Cemetery Commission, and she wanted to point out that Mr. Masson has done a great job with their web page. His record keeping is phenomenal. Any information regarding plots and information is on the web page for the public to view. The Massachusetts Bureau of Funeral Directors and Embalmers has praised Mr. Masson for the user friendliness of this site. She also attended a School Committee meeting. They are in the process of setting goals for this year. They reported that their playground is in need of repair. They are looking into what they might get for bids for new equipment. They are having issues with their phone system. On November 19<sup>th</sup>, their next meeting, they plan on doing a line by line budget review. The Superintendent sees no real "budget busters". She participated in selectmen's hours last week. Lastly, Burgess stated that Chief Takakjian had invited them to a kick-off event for the Wounded Warriors. The Wounded Warriors Project targeted a training ride which started at the Highland Center area. She hopes that if they do this again, the town could do something more. The riders finished in Provincetown, where they were presented with a proclamation by the Board of Selectmen.

Coburn- He asked Mr. Lawton if there were dates set for the Budget Task Force meetings. Mr. Lawton did not have any as of this date. Coburn suggested they add that to their November 12<sup>th</sup> agenda. He reminded voters that Tuesday, November 4<sup>th</sup>, is Election Day. He encouraged residents to vote.

Wisotzky- He attended a meeting of the Truro Housing Authority, and praised the great work going on there. He thanked Coburn for sponsoring, and putting together, a Lower Cape Affordable Housing Summit. The update he wanted to give from the Housing Authority was that projects are moving along. He would like to place, on the next Board of Selectmen agenda, a proposal for a housing needs assessment.

Worthington- No report.

### **Next Meeting Agenda: November 12, 2014 (Wed)**

It was emphasized that the next meeting was being held on Wednesday, not Tuesday. Mr. Lawton went over some items:

1. Nstar will be back before the Board.
2. Budget Task Force dates.
3. Housing Needs Assessment.

Under the Consent Agenda:

1. Review and Approval of meeting minutes.
2. Appointments.
3. Contract for the update of the Open Space and Recreation Plan.
4. Several appointments to the SMART Committee.

Coburn asked to reschedule the joint meeting between the Pamet Harbor Committee and the Board of Selectmen. Weinstein did not hear anything about his request regarding the National Park Service sharing responsibility for road maintenance. Mr. Lawton said he could write to them and provide the Board of Selectmen with an update.

### **Town Administrator's Report**

Mr. Lawton received a positive response from Mary Jo Perry, District Highway Director, stating that the exit sign for Pamet Road will be redone. They are aware of the condition, along with others in the area, and they are in the process of having a replacement sign made. MassDOT will erect that sign. He also announced that this meeting is his last, as Co-Acting Town Administrator. On the November 12<sup>th</sup> meeting, he will either be in the audience, or sitting next to Rae Ann Palmer to assist her. He thanked the Board of Selectmen for the opportunity to work with them. He has noticed two things while working in Truro. The Board of Selectmen is very willing to make changes, and the staff has been more than eager to adopt some new programs. All members of the Board of Selectmen heartily thanked Mr. Lawton for his expertise, and service to the town.

**Wisotzky moved to adjourn the meeting at 6:15PM.**

**Worthington seconded the motion.**

**So voted unanimously 5-0.**

Respectfully submitted, Noelle Scoullar, Executive Assistant



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Jay Coburn, Chairman

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Paul Wisotzky, Vice-Chairman

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Janet W. Worthington, Clerk

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Robert Weinstein

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Maureen Burgess  
Board of Selectmen  
Town of Truro

- 
- <sup>1</sup> Truro Police Department Quarterly Report, Ending September 30, 2014  
<sup>2</sup> Policy Memorandum #54-Draft Standards of Professional Conduct  
<sup>3</sup> FY16 Budget Guidelines  
<sup>4</sup> Letter from Tony Jackett regarding Tim Silva  
<sup>5</sup> Checklist provided by Sandy Stapczynski; FAQs and Definitions  
<sup>6</sup> Board of Selectmen Meeting Minutes-Tuesday, October 14, 2014  
<sup>7</sup> Letter regarding notice of award for Regional Salt Bid for FY2015; Contract Agreement between Town of Truro and Eastern Minerals, Inc.  
<sup>8</sup> Letter to Coburn from Massachusetts Cultural Council; Contract Agreement between Town of Truro and Massachusetts Cultural Council  
<sup>9</sup> Bond documents for temporary borrowing for renewal of Pamet Harbor South Jetty Repairs  
<sup>10</sup> Application to serve-Hannah Shrand-COA Board member  
<sup>11</sup> Application for expansion of existing water service; 121 Shore Rd, Southwind Court Cottages  
<sup>12</sup> Letter of support for grant proposal to Department of Marine Fisheries; Letter from Tony Jackett to Department of Marine Fisheries  
<sup>13</sup> Business License Application-Robert Montano  
<sup>14</sup> Business License Application-Jane Ray  
<sup>15</sup> Policy Memorandum #30  
<sup>16</sup> Letters from Robert Lawton and Jeff Thibodeau and Gift Expenditure Approval  
<sup>17</sup> Quotation for FY14 CDBG Childcare Program Management; Notice of Award; Agreement between the Town of Truro and Bailey Boyd Associates, Inc.



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**HELIOS CAPE COD, LLC dba HELIOS LAND DESIGN**

Jeff Thibodeau, President  
PO Box 327, Orleans, MA 02653  
508-237-9000  
jeffthibodeau@comcast.net

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**CONTRACT AGREEMENT BETWEEN TOWN OF TRURO, MASSACHUSETTS AND HELIOS CAPE COD, LLC**

The following, upon acceptance, shall constitute an Agreement between:

**Helios Cape Cod, LLC,  
215 Canoe Pond Drive,  
Brewster, Massachusetts 02631  
p. 508-237-9000;  
jeffthibodeau@comcast.net**

and the Client:

**Town of Truro  
24 Town Hall Road  
Truro, MA 02666**

For the Project:

**Open Space and Recreation Plan Update - Revisions**

Agreement dated:

**November \_\_\_\_, 2014**

**A. SCOPE OF WORK**

This project's scope is as follows:

Helios Cape Cod, LLC dba Helios Land Design will complete the required "Additional Services" revisions to the draft document entitled "Town of Truro, Massachusetts Open Space and Recreation Plan" in response to the EOEEA comment letter (7 comments total) dated October 1, 2014:

Helios Land Design will:

1. Address items 1,2,3,5, 6 and 7 outlined in the state's comment letter;
2. Address completion of item 4 in cooperation with town staff - inclusion of comprehensive table listing all conservation and recreation land. As discussed we will cooperatively revise the table completed by the town in 2008 with the town making revisions to town, state and federal land listings and Helios Land Design revising the list of Truro Conservation Trust properties.

Item 8 - completion of ADA inventory sheets - will be completed by the town.

**B. SCHEDULE**

The anticipated schedule for completion of Final Draft of the Plan to be submitted to the State is April 15, 2015. If additional revisions are required by the State after submittal of the Draft, these will be done as soon as possible thereafter.

**C. OTHER CONSULTANTS**

If the design includes significant storm water, wastewater, retaining wall, or other similar structures, the services of a consulting civil and/or structural engineer will be required. At the request of the Client, Helios Cape Cod, LLC may

*A revised original copy will be available in the signature file. The items crossed out were agreed to by Jeff Thibodeau of Helios Cape Cod.*

solicit proposals from these consultants for client review and approval. The Client is responsible for contracts with and payment of other consultants. Helios Cape Cod, LLC does not directly subcontract engineers, architects or other professionals offering scopes of service outside the realm of land design and planning and shall not be held liable for their work in any way.

**D. EXCLUSIONS**

Excluded Services are not a part of Helios Cape Cod, LLC's basic Scope of Work or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following: Subsurface conditions; soil issues including suitability for plant material, soil content, level of compaction and other factors, lot line location and all existing conditions information normally identified and located by a surveyor or engineer, drainage, utilities' location, signage, security, lighting, irrigation, means and methods of construction and project or construction cost estimates.

**E. ADDITIONAL SERVICES**

This Agreement can be amended and/or extended through the inclusion of Additional Services at the joint written agreement of both parties. For Additional Services contract amendments, indicate the agreed upon contract amendment price below and sign:

\$ 1,940.00  
Additional Cost                      Client Signature and date                      Jeff Thibodeau signature and date

The following is a brief description of Additional Services agreed to:

- 1. Address items 1,2,3,5, 6 and 7 outlined in the state's comment letter;
- 2. Address completion of item 4 in cooperation with town staff - inclusion of comprehensive table listing all conservation and recreation land. As discussed we will cooperatively revise the table completed by the town in 2008 with the town making revisions to town, state and federal land listings and Helios Land Design revising the list of Truro Conservation Trust properties.

Item 8 - completion of ADA inventory sheets - will be completed by the town.

**F. COMPENSATION**

The Client agrees to compensate Helios Cape Cod, LLC ~~according to one of the following two options depending upon the availability of GIS data from the latest plan update:~~

~~Lump Sum: \$1940.000~~

~~Plus reimbursable expenses (mileage, printing, etc) according to the rates outlined in Addendum 1.~~ Invoices will be issued at the percent completion milestones specified in Addendum 1, **SECTION J.**

If the scope of work, fees and conditions described herein are agreeable, please return two signed copies to our mailing address at: PO Box 327, Orleans, MA 02653. Payment to Helios Cape Cod, LLC and/or Jeff Thibodeau, owner of Helios Cape Cod, LLC, is the sole responsibility of the Client and is not subject to third party agreements. In the event that the Client defaults on payment, the individual signing the contract on behalf of the Client hereby assumes primary liability and guarantees the payment of all bills submitted. The undersigned, having read and understood the foregoing terms, guarantees performance of the terms and conditions of this Contract as set forth above.

All payments shall be made to Helios Cape Cod LLC and mailed to: **Helios Cape Cod LLC, PO Box 327, Orleans, MA 02653.**

**HELIOS CAPE COD, LLC**

\_\_\_\_\_  
By: Jeffrey M. Thibodeau, Owner/Manager                      Date

**CLIENT**

\_\_\_\_\_  
Accepted by:                      Date

**G. ADDENDA**

All addenda attached hereto, and initialed below shall be incorporated by reference herein.

Initials: \_\_\_\_\_

**ADDENDUM 1**



**A. FEE FOR PROFESSIONAL SERVICES**

Fees will be billed based on the agreed-upon contract amount detailed in Section F of this contract.

**B. REIMBURSABLE COSTS- RESERVED**

~~Reimbursable expenses are not included in the professional fees lump sum amount detailed in Section F, and shall be billed in addition to the lump sum agreed upon. The following rates shall apply to routine job-related expenses incurred by Helios Cape Cod, LLC. Travel time and mileage calculations shall originate and end at our Orleans, Massachusetts office.~~

- ~~▪ Mileage: \$0.50/mile~~
- ~~▪ Fax: \$2.00/page~~
- ~~▪ Color Prints 8.5"x11": \$2.00/page~~
- ~~▪ Color Prints 11"x17": \$3.00/page~~
- ~~▪ 24"x36"Plotter Prints: \$15/each~~
- ~~▪ Standard Base Sheet 24"x36": \$10.00~~
- ~~▪ Standard Base Sheet 11"x17": \$ 5.00~~
- ~~▪ B/W Photocopying/ Printing: \$ 0.20/page~~
- ~~▪ Wood Stakes: \$ 5.00/each~~
- ~~▪ Telephone: \$ N/C~~

~~The Client shall be billed for all expenses directly related to the project including disposable field supplies and/or special equipment, as applicable. Other reimbursable expenses not listed above include, but are not limited to, the following:~~

- ~~▪ Photocopy, reproduction, plotting and/or mounting and binding costs for documents prepared or furnished in connection with this Agreement.~~
- ~~▪ The cost of commercial carrier and public transportation, lodging, sustenance, car rental, private automobile travel at \$0.50 per mile, parking, and out of pocket expenses from Orleans, MA.~~
- ~~▪ Postage and shipping.~~
- ~~▪ Long distance telephone charges.~~
- ~~▪ Photographic services, film, and processing.~~
- ~~▪ Materials and preparation costs for models, special renderings, maps and documents approved by the Client.~~

**C. RESPONSIBILITIES AND INDEMNITY**

Helios Cape Cod, LLC will not be responsible for any acts, errors, or omissions of the Client or any architect, engineer, contractor, subcontractor, consultant, or other third party performing services on the project. The Client agrees to indemnify and hold Helios Cape Cod, LLC and Jeff Thibodeau harmless from all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from any such acts, errors, or omissions of the Client and above mentioned third parties. Helios Cape Cod, LLC is a design and planning company only and does not authorize the means and methods of construction. Helios Cape Cod, LLC shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Helios Cape Cod, LLC's documents. The Client shall at all times indemnify and save harmless Helios Cape Cod, LLC and its officers, agents, subcontractors and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, caused in whole or in part by the acts, omissions or negligence of the Client, its agents, employees, or subcontractors in connection with the project.

**D. ACCESS TO DATA AND SITE**

Unless otherwise stated, Helios Cape Cod, LLC will have access to the site (i.e; Town owned land parcels and Town Hall Departments as needed for research) for activities necessary for the performance of the services. Helios Cape Cod, LLC will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. Helios Cape Cod, LLC will have access to any and all public records including assessors data, maps, texts, etc. and shall have the cooperation of town officials in the provision of this information.

**E. HIDDEN CONDITIONS AND HAZARDOUS MATERIALS**

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If Helios Cape Cod, LLC has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) Helios Cape Cod, LLC has no reason to believe that such a condition exists, Helios Cape Cod, LLC shall not be responsible for the existing condition or any resulting damages to persons or property. Helios Cape Cod, LLC shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous material of any form.

#### **F. OWNERSHIP OF DOCUMENTS**

All drawings, maps, text and other documents, as instruments of service, are copyrighted and shall remain the property of Helios Cape Cod, LLC. The Client will be provided with copies for information and reference for the purpose of which the products have been prepared. The client shall not elaborate, change, or incorporate the drawings into other documents or sell or otherwise distribute without specific written agreement of Helios Cape Cod, LLC. Any use with the written approval of Helios Cape Cod, LLC must include the phrase "Copyright, Helios Cape Cod, LLC, Jeff Thibodeau, Owner, 508-237-9000" or otherwise credit Helios Cape Cod, LLC. Any use without such written approval will be a material breach of contract and without liability of Helios Cape Cod, LLC. The client agrees to indemnify and hold harmless Helios Cape Cod, LLC from all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from unauthorized use. Helios Cape Cod, LLC will retain the project record and drawings related to the services performed for a period of three (3) years following completion of services, during which period the records will be made available to the Client upon request. After three (3) years, the project record and drawings will be available at the discretion of Helios Cape Cod, LLC. Project findings and reports for which payment has not been received within 30 days of invoice date will be the property of Helios Cape Cod, LLC and may not be used by the Client for any purpose. Helios Cape Cod, LLC reserves the right to notify all appropriate regulatory agencies that they no longer stand behind any materials or testimonies submitted under the name of Helios Cape Cod, LLC or Jeff Thibodeau in the event that bills are not paid.

#### **G. MARKETING AUTHORIZATION**

Helios Cape Cod, LLC shall reserve full rights for use of the project for marketing purposes. This includes, but is not limited to, publication in mass media and trade publications, submissions to award programs, and inclusion in Helios Cape Cod, LLC's marketing materials. Project location and client identity will be withheld at Client's request.

#### **H. DISPUTE RESOLUTION**

Client and Helios Cape Cod, LLC agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, Helios Cape Cod, LLC shall be entitled to full reimbursement of all such costs, including interest and reasonable attorneys' fees, as part of the Agreement should Helios Cape Cod, LLC succeed in such a claim.

#### **I. TERMINATION**

Either party may terminate this agreement upon ten - (10) days written notice. Upon termination, Helios Cape Cod, LLC will be entitled to compensation under the terms of this Agreement through the date of termination, with any outstanding balance due and payable within fifteen (15) days following the date of termination. There shall be no deductions from Helios Cape Cod, LLC's compensation because of any dispute between the Client and any other party. Helios Cape Cod, LLC shall have no liability because of such suspension of services or termination due to Client's nonpayment.

#### **J. PAYMENT SCHEDULE AND TERMS**

Fees for professional services and reimbursable costs will be billed periodically based on the following percent of project completion milestones and are payable upon receipt:

- 10%
- 25%
- 50%
- 75%
- 100%

Bills not paid within ten (10) days shall accrue a late charge of 1.5% of the principal of the billed amount per month. In addition, work on the project by Helios Cape Cod, LLC may be suspended and data, reports and/or other products withheld, should bills not be paid within 45 days. The client agrees that all statements shall be final and not subject to adjustment unless Helios Cape Cod, LLC is notified in writing of a disputed charge within fifteen (15) days of the statement date. Payment to Helios Cape Cod, LLC is the sole

responsibility of the Client and is not subject to third party agreements. In the event that the Client defaults on payment, the individual signing the contract on behalf of the Client hereby assumes primary liability and guarantees the payment of all bills submitted. Helios Cape Cod, LLC shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of Helios Cape Cod, LLC.

**ADDENDUM 2:**

**A. CLIENT'S REPONSIBILITIES**

1. Client agrees to provide Helios Cape Cod, LLC with all information, surveys, reports, and professional recommendations and any other related items requested by Helios Cape Cod, LLC in order to provide its professional services. Helios Cape Cod, LLC may rely on the accuracy and completeness of these items.
2. Client shall furnish the services of the following consultants, if applicable: N/A \_\_\_\_\_
3. Client agrees to advise Helios Cape Cod, LLC of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions (if applicable).
4. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
5. Client agrees to provide the items described in Addendum 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Helios Cape Cod, LLC's services.

**B. MISCELLANEOUS PROVISIONS**

1. This Agreement is governed by the law of Helios Cape Cod, LLC's principal place of business.
2. This Agreement is the entire and integrated agreement between Client and Helios Cape Cod, LLC and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a separate written instrument signed by both Client and Helios Cape Cod, LLC or by amending this agreement where indicated in Section F of this instrument.
3. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
4. Neither Client nor Helios Cape Cod, LLC shall assign this Agreement without the written consent of the other.
5. Irrespective of any other term in this Agreement, Helios Cape Cod, LLC shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Helios Cape Cod, LLC's documents.
6. Client agrees to indemnify, defend and hold Helios Cape Cod, LLC harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Helios Cape Cod, LLC shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Helios Cape Cod, LLC's negligent errors or omissions.
7. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
8. Client and Helios Cape Cod, LLC waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Helios Cape Cod, LLC's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Helios Cape Cod, LLC for claims, disputes or other matters in question arising out of or relating to the Project.
9. To the extent damages are covered by property insurance during construction, Client and Helios Cape Cod, LLC waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Helios Cape Cod, LLC, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
10. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, irrigation, lighting, cleaning, deicing and snow removal, security, etc. may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
11. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
12. If this Agreement is not signed and returned to Helios Cape Cod, LLC within [30] days, the offer to perform the described services may, in Helios Cape Cod, LLC's sole discretion, be withdrawn and be null and void.
13. The Client acknowledges that this contract for services is limited to the provision of landscape design, environmental/land use planning services and that the Client is not retaining Helios Cape Cod, LLC or any of its officers, directors,



subcontractors or employees as legal counsel under this Agreement. Services do not include legal consultation or constitute legal advice. Appropriate counsel should be employed where warranted.

14. The invalidity of any portion of this Agreement shall not invalidate the entire agreement. If any portion or clause hereof shall be declared unenforceable or invalid by any court of competent jurisdiction, such portion or clause shall be deemed stricken from the Agreement and remainder hereof shall be binding upon the parties hereto, their heirs, successors and assigns.
15. In entering into this Agreement, Client has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into the Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and Helios Cape Cod, LLC.



**TRURO COUNCIL ON AGING**  
7 Standish Way  
P.O. Box 500  
Truro, MA 02666  
Tel: 508-487-2462 Fax: 508-487-0854

## Memo

To: Truro Board of Selectmen  
From: Susan M. Travers, Director Truro Council on Aging *ST*  
Date: October 30, 2014  
Re: Executive Office of Elder Affairs Grant Authorization

The Truro Council On Aging has received the attached Formula Grant Contract in the amount of **\$5,952.00** to fund the printing and mailing of the monthly COA Newsletter. The Chairman of the Truro Board of Selectmen is required to sign the contract in order to receive funding.

Two copies have been included for signature, please sign with **BLUE** ink.

Thank you for your time in this matter.



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> TOWN OF TRURO		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs	
Legal Address: 24 TOWN HALL RD TRURO, MA 02666		MMARS Department Code: ELD	
Contract Manager: Susan M. Travers		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA. 02108	
E-Mail: <a href="mailto:coadirector@truro-ma.gov">coadirector@truro-ma.gov</a>		Billing Address (if different):	
Phone: 508-487-2462 Fax:		Contract Manager: Neil Petrocelli	
Contractor Vendor Code: VC6000192010		E-Mail: <a href="mailto:neil.petrocelli@state.ma.us">neil.petrocelli@state.ma.us</a>	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		Phone: 1-617-222-7427 Fax: 1-617-727-9368	
		MMARS Doc ID(s): CT ELD 15COA30000000002015	
		RFR/Procurement or Other ID Number: Grant Award	
<p align="center"><b>XX NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input checked="" type="checkbox"/> <u>Legislative/Legal or Other</u>: (Attach authorizing language/justification, scope and budget)</p>		<p align="center"><b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other</u>: (Attach authorizing language/justification and updated scope and budget)</p>	
The following <u>COMMONWEALTH TERMS AND CONDITIONS</u> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (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"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <b>\$5,952.00</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <u>EFT</u> 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: <u>XX</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <u>G.L. c. 29, § 23A</u> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Ageing activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2014 – 6/30/2015. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> .			
___ 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> .			
<u>XX</u> 3. were incurred as of <u>JULY 1<sup>st</sup>, 2014</u> , a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>JUNE 30<sup>th</sup>, 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.			
<b>CERTIFICATIONS:</b> 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 <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Peter J. Tiernan</u>	
Print Title: _____		Print Title: <u>Director of Administration and Finance</u>	



# TOWN OF TRURO

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

## APPLICATION FOR CONSTRUCTION/STAGING PERMIT FOR USE OF TOWN-OWNED PROPERTY AND/OR BEACH ACCESS



Date: October 28, 2014

Location of Staging Area/Access: -Fisher Beach

Contractor: Carlozzi Landscape

Legal Mailing Address: PO Box 1 Osterville, MA 02655

Telephone: 508-362-1441 Cell: 508-737-3067

Working for: Jennifer Weiner DEP # SE # 075-0935

Work Location: 1 Circuit Way

Property Owners Legal Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Project Description: Install Screw Pilings for Beach Stair

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

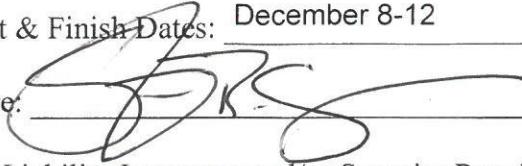
Equipment and Materials to be Used: \_\_\_\_\_

Compressor, Hand Held Pile Dirver, Screw Pilings  
4 Wheel Drive Truck

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Work Start & Finish Dates: December 8-12

Contractor's Signature:



Date Certification of Liability Insurance and/or Security Received: \_\_\_\_\_

DPW Director Comments:

*Paul G. Mann*

Beach Supervisor Comments:

*Kelly Cox - Res + Beach Director*

Conservation Agent Comments:

*Work approved by Cons Com & Order of Conditions issued 4/7/14 - P. Papen 10/20/14*

**Order of Conditions Attached**

Board of Selectmen Signature of Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Restrictions/Conditions: \_\_\_\_\_

**Project Completion Sign-Off**

We, the undersigned, have inspected the Town property as identified on this application and found it to be in good condition.

**DPW Director Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Beach Supervisor Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**For Beach Access, Conservation Agent Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Board of Selectmen Approval of Release of Certification of Liability Insurance and/or Security:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Germani Insurance Agency 908 Main Street Osterville, MA 02655		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (508)428-9194 E-MAIL ADDRESS: certs@germaniinsurance.com	FAX (A/C, No): (508)428-3068
		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Carlozzi, Inc. PO Box 1 Osterville, MA 02655	<b>INSURER A:</b> Atain Specialty		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b> Twin City Fire Ins Co		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CIP15961501	12/22/2013	12/22/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	08 WEC IS1945	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Truro  
 PO Box 99  
 Truro, MA 02666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Elis Dour*

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**TOWN OF TRURO  
CONSERVATION COMMISSION**

**P.O. Box 2030  
Truro MA 02666-0630**

*Tel: 508-349-7004 ex. 31  
Fax: 508-349-5508*

DEP File No. SE 75-935  
Jennier Weiner  
1 Circuit Way

**Special findings:**

1. The Commission finds the site of the proposed beach stair repair to be on a Coastal Bank.

**The Commission accepts the work as described in the Notice of Intent and plans as presented to the Commission, subject to the following special conditions:**

2. The Commission specifically approves the plan titled "Sketch Plan Showing Location Stair Repair", drawn by Land Design Associates, dated July 18, 2012.
3. The Commission specifically incorporates plan titled "Beach Stair Repair/Shoring Typical Pier/Rail Detail" and dated August 14, 2013 into this Order.
4. This Order shall apply to any successor in control or successor in interest of the property described in the Notice of Intent and accompanying plans. These obligations shall be expressed in covenants in all deeds to succeeding owners of portions of the property.
5. The form provided at the end of this Order shall be completed and stamped at the appropriate Registry of Deeds, after the expiration of the 10 business day appeal period and if no request for appeal has been filed with the Department of Environmental Protection.
6. This document shall be included in all construction contracts, subcontracts, and specifications dealing with the work proposed and shall supersede any conflicting contract requirements. It is the responsibility of the Applicant, Owner, and/or successor(s) to ensure that all Conditions of this Order of Conditions are complied with. A copy of this Order shall be available at the work site, during normal work hours, or posted, until the work is complete.
7. The applicant shall give written notice to the Commission 48 hours in advance that the work is to be begun. Members of the Commission or its agent or the Department of Environmental Protection (DEP) reserve the right to enter and inspect the property at all reasonable times, until a Certificate of Compliance is issued, to evaluate compliance with this Order of Conditions, the Act, 310 CMR 10.00 and Town regulations, and may acquire any information, measurements, photographs, observations, and/or materials, or may require the submittal of any data or information deemed necessary by the Commission for that evaluation.
8. Work shall be halted on the site if the Commission, conservation agent or DEP determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the Commission is satisfied that the work will comply, and has so notified the applicant in writing.

9. Prior to the commencement of work, a sign shall be displayed at the site showing the DEP file number assigned to this project, separately staked, preferably not placed on a living tree.
10. Any changes in the work described in the Notice of Intent or in the plans and specifications submitted to the Commission shall be submitted to the Commission in writing for a determination of whether the change is significant enough to the interests of the Act to require a new Notice of Intent. No changes shall be made or implemented in the field prior to the Commission's determination. Should issuance of additional permits result in a change in the project, the applicant shall promptly submit such changes to the Commission for evaluation under this provision.
11. Prior to the Commencement of any work, erosion or siltation controls including staked hay bales, cloth silt fencing, and any additional controls required under this order shall be placed along the limit of work as identified on the plans, between the work area and the resource area, to the approval of the Commission. Upon installation of such erosion or siltation controls, the applicant shall notify the Commission of such installation, and the Conservation Commission and or its agent will inspect the same and any changes to be made prior to the commencement of construction must be completed within forty-eight hours of inspection. Adequate erosion and sedimentation control shall be maintained throughout construction and until the site has become stabilized with adequate vegetative cover.
12. Upon completion of this project the applicant shall submit a request to the Conservation Commission to receive a Certificate of Compliance. The Applicant or Owner shall certify in writing that the work was completed as shown on the plans and documents referenced above. At the request of the Commission, the applicant may be required to submit (a) a written statement from a registered professional engineer of the Commonwealth certifying that the work has been conducted as shown on the plan(s) and documents referenced above and as conditioned by the Commission; and/or (b) an "as built" plan prepared and signed and stamped by a registered professional engineer or land surveyor of the Commonwealth, for the public record.
13. If soils are to be disturbed for longer than two months, a temporary cover of rye or other grass should be established to prevent erosion and sedimentation. If the season is not appropriate for plant growth, exposed surfaces shall be stabilized by other appropriate erosion control measures, firmly anchored, to prevent soils from being washed by rain or flooding. Upon the completion of work, all disturbed and bare areas shall be re-vegetated to prevent erosion by wind or water. Native plant materials are preferred; a list of plants to avoid is available from the Commission.
14. Stormwater Management. In addition to any other conditions imposed by this Order, all roof drainage shall be to gutters and drywells or french drains. Any driveway paving permitted under this order shall drain to drywells. All drywells shall be dug to at least 3 (three) feet below grade. Driveways and parking areas shall be constructed of pervious materials unless otherwise specifically approved by the Commission.





Agreement Between  
Town of Truro, MA  
and

KelKor, Inc.

## Original Contract

This agreement, made the 9<sup>th</sup> day of September 2014 by and between *KelKor, Inc.*, mailing address of **57 Bellevue St., New Bedford, MA 02744** herein called the "Contractor" and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the "Town".

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

### Article 1. Scope of Work

The contractor shall furnish *all work* as called for in the specifications for: "Invitation for Bids to install and furnish all labor, materials, equipment and to perform all operations required for roof replacement at the Truro Public Safety Building, 344 Route 6, Truro, MA" issued on July 2, 2014.

### Article 2. Time Period

The contract is for the period of *work to be completed by November 15, 2014*.

### Article 3. Contract Sum

\$82,328.00

### Article 4. Time of Payment

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

### Article 5. Contract Documents

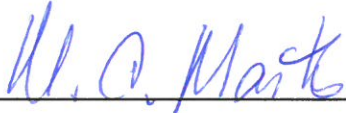
The Specifications, Bid and this Agreement form the Contract, and they are fully a part of the Contract as attached and incorporated herein by reference.

### Article 6. Termination for Cause

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

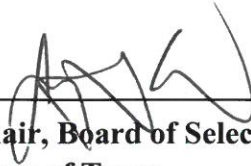
**Article 7. Non-Discrimination Clause**

As the party agreeing to provide services or materials to the Town of Truro, the contracting party agrees that it shall not discriminate in its employment against any individual on the basis of race, color, religious creed, national origin, age, handicap when the person is qualified to perform the functions of his or her employment, marital status, sex, gender identity, sexual orientation, private sexual activity that does not involve minor children, genetic information, or ancestry unless it is based upon a *bona fide* occupational qualification or results from a lawful affirmative action program or the accommodation of other employees' handicap or religious practices.



---

**M.C. Martin, President  
KelKor, Inc**



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**Chair, Board of Selectmen  
Town of Truro**



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

**REVISED CONTRACT**

This agreement, made the 9<sup>th</sup> day of September 2014 by and between *KelKor, Inc.*, mailing address of **57 Bellevue St., New Bedford, MA 02744** herein called the "Contractor" and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the "Town".

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

**Article 1. Scope of Work**

The contractor shall furnish *all work* as called for in the specifications for: "Invitation for Bids to install and furnish all labor, materials, equipment and to perform all operations required for roof replacement at the Truro Public Safety Building, 344 Route 6, Truro, MA" issued on July 2, 2014.

**Article 2. Time Period**

The contract is for the period of *work to be completed by December 15, 2014.*

Extension of Time Period

**Article 3. Contract Sum**

**\$82,328.00**

**Article 4. Time of Payment**

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M. C. Martin Pres

**M.C. Martin, President  
KelKor, Inc**

\_\_\_\_\_  
**Chair, Board of Selectmen  
Town of Truro**



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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



## FILMING AGREEMENT

An agreement made in Truro, Massachusetts on this date, October 24, 2014 by and between LOUB TELEVISION ("Company"), having a principal place of business at TOWN OF TRURO and the Town of Truro, acting through its Board of Selectmen ("Town"), a town duly incorporated under the laws of Massachusetts;

WHEREAS, the Company is desirous of filming a portion of its motion picture/advertisement within the Town of Truro; and

WHEREAS, the Company wishes to gain permission to utilize the public lands and ways during part of its filming; and

WHEREAS, the Town is amenable to granting full permission so long as the Town is fully protected from all injury and liability which may be occasioned by granting permission;

NOW THEREFORE, it is mutually agreed as follows:

1. With the prior consent of the Board of Selectmen, the Company may film within the Town of Truro portions of its motion picture/advertisement, at the locations already designated and to be designated by the Board of Selectmen;
2. The Company shall at all times exercise due care and diligence in its filming and associated activities within the Town of Truro;
3. For each day of filming within the Town of Truro the Company shall pay to the Town of sum of \$250.00.
4. Should the Chief of Police of the Town of Truro determine that public safety and order requires a police detail at the scene where filming is occurring, he/she shall provide the police detail with all costs of such detail, if there are any, to be paid by the Company as an additional payment in addition to the daily fee.
5. All payments due under this Agreement shall be paid within thirty (30) days of when the filming occurs; in the event payment is not made within this time, interest at the rate of twelve (12%) per annum shall accrue thereon.
6. The Company shall fully reimburse the Town for any property damage cause, directly or indirectly by the Company.
7. The Company shall fully reimburse, indemnify, and hold harmless the Town of Truro for any and all

Filming Agreement

Page 2

harm, injury, damage, and liability for property damage and personal injury which may occur to third parties, which is caused directly or indirectly by the Company, and for which the Town may be held responsible.

Indemnification shall include all legal expenses, court costs, and attorney fees, if any.

8. The Company warrants and represents that it is fully and satisfactorily insured against liability for personal injury and property damage and that, upon request of the Board of Selectmen, it shall furnish all applicable certificates of insurance.

9. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, and in the event any portion of this Agreement is deemed to be invalid, that portion shall be severed and deleted, and at the discretion of the Town, the balance shall remain in full force and effect.

Witness our hands and seal this 24<sup>th</sup> day of October, 2014.

**Town of Truro by its Board of Selectmen:**

In the presence of:

Notary Public

**Company by a duly authorized agent:**

Brittany Bonchuck

Signature of Agent

Brittany Burchett- Production Coordinator

Name and Title (Printed)

10/24/14

Date when signed

In the presence of:

Notary Public

CHRISTOPHER J SILVESTRI, ESQ  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02816036394  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES 12-27-2017



### APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

APPLICANT: Brittany Burchett  
COMPANY NAME: LOW D TELEVISION  
ADDRESS: 460 West 34<sup>th</sup> Street, New York, NY 10001  
TELEPHONE: (212) 564-2607 x. 2326  
E-MAIL ADDRESS: brittany.burchett@leftfield-entertainment.com  
TOWN PROPERTY TO BE USED: various town sidewalks, welcome to Truro signs

DATES AND HOURS OF USE: 11/4/14 - 9am - 2pm

DESCRIPTION OF ACTIVITY CONTEMPLATED, INCLUDING PURPOSE FOR FILMING, NUMBER OF PERSONS INVOLVED, EQUIPMENT TO BE USED, WHETHER FOOD OR BEVERAGES WILL BE SERVED OR SOLD, THE NUMBER OF VEHICLES INVOLVED, AND ANY OTHER ADDITIONAL INFORMATION:

We need broll of the town of Truro. This includes:  
- Days cottages along Route 6A  
- General Town BROLL\*  
- Pilgram Lake  
\*broll is also known as B-Roll

#### ACTION BY BOARD OF SELECTMEN:

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Conditions, if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature (Chairman, Board of Selectmen) \_\_\_\_\_ Date \_\_\_\_\_

#### ACTION BY POLICE DEPARTMENT:

Recommendation for a police detail: Yes \_\_\_\_\_ No (X)

Comments, Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Kyle Takajian  
Signature (Chief of Police) \_\_\_\_\_ Date 11/5/14

### INDEMNITY AGREEMENT

AGREEMENT made on 10/24/14 by the Town of Truro, ("Town") a municipal corporation having its usual place of business in Truro, Massachusetts, and acting by and through its Board of Selectmen, and LOWE TELEVISION ("Company") acting by and through its agent, Brittany Burchett.

WITNESSETH:

WHEREAS, the Company has requested permission to use that portion of land in the Town of Truro and owned by the Town of Truro, commonly referred to as Pilgram Lake, Dayscottages, Town for purposes of holding thereon a SNOW B-ROLL-Tiny House on the following date(s) 11/14/14 and;

WHEREAS, the Company has agreed to indemnify the Town of Truro against any and all liabilities, loss, damages, costs or expenses which it may hereinafter occur or suffer or be required to pay as a result of the use of said property for the above purpose, and;

WHEREAS, the Company has agreed to provide a bond to the inhabitants of the Town of Truro;

NOW THEREFORE, in consideration of the above premises and covenants and agreements contained herein, the Company hereby covenants and agrees as follows:

1. In consideration and use of Pilgram Lake, Dayscottages, Town of Truro (General Area), so-called, and located in the Town of Truro, for purposes of the holding of a Trail Film Shoot on the date(s) of 11/14/14 the Company hereby agrees to indemnify and hold harmless the Town against any and all liabilities, loss, damages, costs or expenses, which it may hereafter incur, suffer or be required to pay by reason of the use of the said property for the stated purpose on the above date(s).
2. The Company shall post as a bond the sum of \$ 1,000,000.00 with the Town in insure that any damage that may occur as a result of the use of said property shall be remedied.
3. This Agreement is conditioned upon the due performance by the Company of all of the terms, covenants, and conditions contained herein to be performed and the prompt payment of all sums required to be paid hereunder.
4. The indemnity under this Agreement shall continue until the Agreement has been fully performed and the premises at Town of Truro inspected by the Board of Selectmen or their agent, upon the conclusion of the use of the property.
5. The Company shall be liable for the payment of all obligations that may be incurred by the Town under this Agreement, the fee of which to the Town shall be \$ 250.00 per day, with any additional costs, i.e., police private detail, to be paid separately from the Town fee, anything herein contained to the contrary notwithstanding, and the Town shall have full right to take such steps to compel performance by the Company as may be necessary and proper and to collect from the Company any loss which the Town feels may incur, including reasonable attorney's fees.

Signed and sealed as to the above written date.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brittan Bonchitta  
Signature of Applicant/Agent

Loud Television  
Company

10/24/14  
Date

TOWN OF TRURO, BOARD OF SELECTMEN

APPLICANT/AGENT FOR THE COMPANY



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)  
11/3/14

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon/Albert G. Ruben Co. of NY, Inc. 171 Madison Avenue, Suite 401 New York, NY 10016	<b>Contact Name:</b> Laura Comerford <b>Phone:</b> 212-337-4354	James Pedrick 212-337-4356
	<b>Insurer's Affording Coverage</b>	
<b>INSURED</b> Loud Television, LLC 460 W. 34th St. 5th Floor New York, New York 10001	<b>INSURER A:</b> Great Divide Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CNA1025659	03/01/14	03/01/15	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							MEDICAL EXPENSE	EXCLUDED
A	03/01/14 ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> AUTO PHYS. DAM. *			CNA1025659	03/01/14	03/01/15	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
				*AUTO PHYSICAL DAMAGE DEDUCTIBLE: \$2,500			BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							AUTO PHYSICAL DAMAGE	\$1,000,000
A	<input checked="" type="checkbox"/> Umbrella Liab <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Excess Liab <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE			CUA 1025744	03/01/14	03/01/15	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
							WC Statutory Limits	Other
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT COVERED HEREUNDER			E.L. Each Accident	\$
							E.L. Disease - EA Employee	\$
							E.L. Disease - Policy Limit	\$
A	<b>WORLDWIDE PRODUCTION PACKAGE</b> MISCELLANEOUS EQUIPMENT PROPERTY OF OTHERS PROPS, SETS & WARDROBE			CNA1025659	03/01/14	03/01/15	<b>LIMIT</b>	<b>DEDUCTIBLE</b>
							\$3,000,000	\$3,500
							\$1,000,000	\$2,500
							\$1,000,000	\$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 A&E Television Networks - FYI - Tiny House Hunting

Certificate Holder is Additional Insured (by "Blanket" Endorsement) under General/Auto Liability but only with regard to claims arising from the negligence of Named Insured and as required by written contract. Certificate Holder is Loss Payee with regard to Production Package. All coverage is subject to terms and conditions of policies of insurance. This Certificate does not amend, extend or alter the coverage afforded by the policies above.

**CERTIFICATE HOLDER**

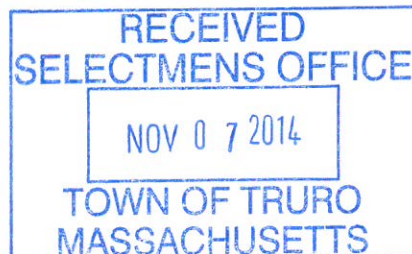
Truro Town Hall  
 24 Town Hall Rd  
 Truro, MA 02666

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon/Albert G. Ruben Insurance Services, Inc.



---

**From:** Brittany Burchett <[brittany.burchett@leftfield-entertainment.com](mailto:brittany.burchett@leftfield-entertainment.com)>  
**To:** [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)  
**Date:** 10/28/2014 01:35 PM  
**Subject: Re: Film Agreement**

---

Hi Nicole,

Tiny House Hunting is a show for the FYI network that is very similar to House Hunters. One of our couples that appears in our Cape Cod episode toured a tiny home in Truro last week. We're looking to film broll of the town to help set the scene for the couples time at the residence in Truro. This will be used over their dialogue and intercut with scenes from them touring the house.

For this filming, the broll would be of the town itself. We will have one camera man, one production vehicle, he will not disrupt or stop town traffic.

Tiny House Hunting premieres on FYI in January. Cape Cod is our 7th episode.

Let me know if you have any questions.

Thanks!

Brittany

On Tue, Oct 28, 2014 at 1:41 PM, Nicole Tudor <[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)> wrote:

Hi Brittany, Our Co-Acting Town Administrator Robert Lawton, asked for a brief synopsis of the film.

Would you be able to email that to me when you have a moment.

Thank you, Nicole

Nicole Tudor  
Selectmen's Office  
Executive Assistant  
Board of Selectmen Secretary  
Truro Town Hall  
24 Town Hall Rd  
PO Box 2030  
Truro, MA 02666  
Phone:  [\(508\)349-7004 Ext 10](tel:(508)349-7004)  
Fax:  [\(508\)349-5505](tel:(508)349-5505)  
Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)

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**From:** Brittany Burchett [mailto:[brittany.burchett@leftfield-entertainment.com](mailto:brittany.burchett@leftfield-entertainment.com)]  
**To:** [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)  
**Sent:** Mon, 27 Oct 2014 13:21:52 -0500  
**Subject:** Re: Film Agreement

The agreement is attached. Does the check and coi need to be sent before or after it gets approved?

Thanks!

On Fri, Oct 24, 2014 at 2:04 PM, Nicole Tudor <[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)> wrote:





# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

**Licensing Department**

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

## MEMO

**To:** Board of Selectmen/Local Licensing Authority

**From:** Nicole Tudor, Licensing Department *N.T.*

**Date:** November 6, 2014

**Re:** 2015 Annual/Seasonal License Renewals:

Dear Board of Selectmen/Local Licensing Authority,

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

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
Chapter 140 § 2	<b>Common Victualer-Cook, Prepare &amp; Serve Food</b>	<b>Terra Luna Restaurant</b>

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

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

Thank you in advance for your time and consideration.



2015-8



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)



### BUSINESS LICENSE APPLICATION

Date: \_\_\_\_\_  Renewal     New

#### Section 1 – License Type

Please check the appropriate box the best describes the license type(s).

LODGING	# UNITS	FOOD SERVICE	RETAIL SERVICE	OTHER
<input type="checkbox"/> Motel	_____	<input checked="" type="checkbox"/> Food Service (Restaurant/Mobile Food Vending)	<input type="checkbox"/> Gas Station	<input type="checkbox"/> Pool/Spa
<input type="checkbox"/> Cottage Colony	_____	<input checked="" type="checkbox"/> Common Victualer	<input type="checkbox"/> Tobacco	<input type="checkbox"/> Peddler
<input type="checkbox"/> Condominium	_____	<input type="checkbox"/> Transient Vendor		
<input type="checkbox"/> Campground	_____	<input type="checkbox"/> Manufacturer of Ice Cream		
<input type="checkbox"/> Lodging	_____	<input type="checkbox"/> Bakery		
		<input type="checkbox"/> Foods (snacks) Commercially Packaged		
		<input checked="" type="checkbox"/> Catering		

#### Section 2 – Business Information

Federal Employers Identification Number (FEIN/SS) \_\_\_\_\_

Print Name of Applicant: Stostef, inc      Business Name or DBA ( Check if new name): TERRA LUNA

Owner Name: Anthony Pasquale

Street Address of Business: 104 Shore Rd. N. TRURO / BOX 666 N. TRURO 02652

Business Phone Number ( Check if New Phone Number): 508 487-1019

Business E-Mail Address: \_\_\_\_\_

### Section 3 – Manager Information

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

Complete below if Manager is same as previous year.

Anthony Pasquale Box 83, S. Wellfleet MA 02663  
Manager Name Residential Address (include Unit#) Mailing Address Phone (24 hrs a day)  
Anthony Pasquale 10/30/14  
Manager's Signature (REQUIRED)

### Section 4 – Hours of Operation

Annual  Seasonal  (Please check one that applies)

5/15/15 to 10/15/15  
Opening Date (MM/DD/YYYY) Closing Date (MM/DD/YYYY)  
7 Days 5-11 pm  
Days of the Week Open Hours of Operation (Opening to Closing)

### Section 5 – Additional Applications & Documentation

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

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

RETAIL SALES –Permit to Sell Tobacco Application

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

Last Inspection \_\_\_\_\_ Next Inspection \_\_\_\_\_ Facility ID \_\_\_\_\_

SMOKE DETECTOR/FIRE PROTECTION CERTIFICATION DONE IN APRIL VALID until 4/20/15

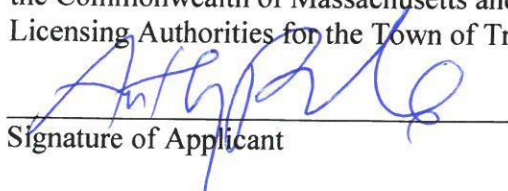
IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance

IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

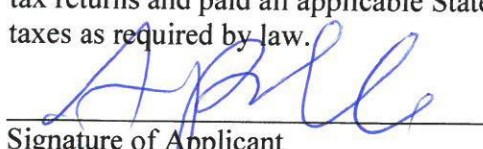
**Section 6 – ATTESTATION**

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

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

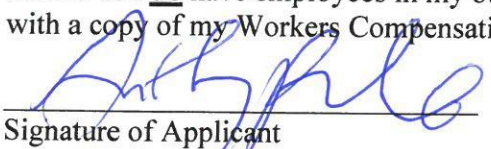
  
\_\_\_\_\_  
Signature of Applicant

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

  
\_\_\_\_\_  
Signature of Applicant

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

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

  
\_\_\_\_\_  
Signature of Applicant

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

\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
DATE

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

**TOWN OF TRURO  
Licensing Department  
PO Box 2030  
Truro, MA 02666**





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

Print Form



Workers' Compensation Insurance Affidavit: General Businesses

**Applicant Information**

Please Print Legibly

Business/Organization Name: STOSTEF, inc dba TERRA LUNA  
 Address: 104 SHORE RD  
 City/State/Zip: N. TRURO MA 02652 Phone #: 508 487 1019

Are you an employer? Check the appropriate box:

- 1.  I am an employer with 10 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: ATLANTIC CHARTER INS. Co.  
 Insurer's Address: PO BOX 1945  
 City/State/Zip: N. Eastham MA 02651  
 Policy # or Self-ins. Lic. # WCVO1007700 Expiration Date: 4/4/15

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

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

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

Signature: [Signature] Date: 10/30/14

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 #: \_\_\_\_\_

# Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an **employee** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An **employer** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that **"every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."**

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

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## Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

---

## City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

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The Department's address, telephone and fax number:

The Commonwealth of Massachusetts  
Department of Industrial Accidents  
Office of Investigations  
1 Congress Street, Suite 100  
Boston, MA 02114-2017

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE

Fax # 617-727-7749

[www.mass.gov/dia](http://www.mass.gov/dia)

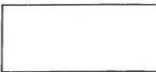




SUBMIT COMPLETED FORM TO THE BOARD OF HEALTH

Town of Truro

Application for Food Service Permit



DATE RECEIVE OFFICIAL USE ONLY

PART I - TO BE FILLED IN BY APPLICANT

Applicant: (check one)  New  Renewal Date: \_\_\_\_\_

Type of Food Service Establishment :

- Food Service (restaurant or take out)
- Retail Food (commercially prepared foods)
- Residential Kitchen
- Bed & Breakfast
- Continental Breakfast
- Mobile Food Vendors or Pushcart
- Catering
- Frozen Dairy Dessert Machine
- Ice Cream Truck **\*\*Please note, a food service permit for an Ice Cream Truck cannot be issued until an Ice Cream Truck Vendor Permit is obtained from the Chief of Police\*\***

Name of Food Establishment: TERRA LUNA

Address of Food Establishment: 104 SHORE RD, N. TRURO MA 02652

Address for Base of Operations for Caterers and Mobile Food or Pushcarts: 104 SHORE RD, N. TRURO MA 02652

Authorized Representative or Contact } Name: ANTHONY PASQUALE  
Address: BOX 83, S. Wellfleet MA 02663

Telephone Days: (508) 487 1019 Evenings: ( )

Number of Seats: Inside: 65 Outside \_\_\_\_\_

Annual or Seasonal Operation: SEASONAL

Hours of Operation Mon-Fri: 5:00 To 11:00 pm

Days Closed Excluding Holidays: \_\_\_\_\_

If Seasonal: Approximate Dates of Operation: 5 / 15 / 15 To 10 / 15 / 15

Food Service Establishments Conducting Food Preparation (excludes retail food establishments that don't prepare food and continental breakfast).

List Names of all staff with a Food Manager Certification:

1. Anthony Pasquale Exp. Date: 5 / 10 / 16



2. ROBERT EMMET Exp. Date: 5 / 10 / 2016  
 3. \_\_\_\_\_ Exp. Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 4. \_\_\_\_\_ Exp. Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**List Names of all staff with a Allergen Awareness Certification:**

1. ANTHONY PASQUALE Exp. Date: 7 / 27 / 2016  
 2. ROBER EMMET Exp. Date: 8 / 9 / 2016  
 3. \_\_\_\_\_ Exp. Date: ~~6 / 4 / 15~~  
 4. \_\_\_\_\_ Exp. Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**List Names of all staff with a Choke Saver Training:**

1. ANTHONY PASQUALE Date of Training: 6 / 4 / 15  
 2. ROBERT EMMET Date of Training: 6 / 4 / 15

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Has your menu changed from last year?  Yes  No

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

\_\_\_\_\_  
 \_\_\_\_\_

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

Anthony Pasquale 10/30/14  
 Signature of Authorized Representative Date

**PART II - TO BE FILLED IN BY AUTHORIZED TOWN AGENT**

**Board of Health Comments or Conditions:**

ServSafe, Allergy Awareness & Choke Saver Certifications  
all up to date. NO violations noted during 2014 inspections

Approved  Denied \_\_\_\_\_

Petera Pappas 10/29/14  
 Signature of BOH or Agent Date

MAR 20 2014

## APPETIZERS

Artichoke Heart Pate  
served warmed with crostini and sprinkled with romano  
7

Grilled Sardines with agro dolce onions, fennel and golden raisins  
9

"Deconstructed" Sliders  
daily preparation  
9

Grilled Polenta with caramelized mushrooms  
9

Skillet Tossed Olives  
oil cured black olive, nicoise and kalamata tossed with garlic, thyme and orange  
zest  
9

Paneed Goat Cheese with grilled figs, local honey and fig balsamic  
10

Daily Soup  
8

## SALADS

Caesar  
classic preparation with anchovies  
9

Tuscan Bread Salad  
local field greens, cucumber, tomato, red onion and basil tossed with warmed  
croutons, goat cheese  
and balsamic vinaigrette  
10

Agro  
watercress tossed with lemon-black pepper vinaigrette with grated romano and  
roasted pistachios  
9

SAME AS

Artichoke

MAR 20 2014

## **PASTA**

### **Sicilian Littlenecks**

littleneck clams, spicy sausage, fennel, roasted garlic and plum tomatoes over spaghetti

22

### **Fra Diavolo**

chipotle spiced tomato sauce with mussels, clams, squid and fish over spaghetti

24

### **Penne Prosciutto**

with garlic and black pepper in a light vodka cream sauce

18

### **Wild Mushroom Ragout**

assorted wild mushrooms in a light cream sauce tossed with penne drizzle with white truffle oil

18

## **ENTREES**

### **Roasted Local Cod**

served with escarole, white beans, prosciutto and risotto in a savory broth

27

### **Pan-Roasted Halibut**

served with carmela's green beans and baby red potatoes in a light marinara

25

**Scafata of Lima Beans, Escarole, Artichoke Hearts and Seasonal Vegetables**  
served with chick pea fritters

21





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kerry Insurance Agency, Inc. Scott Kerry PO Box 1945 North Eastham, MA 02651 W. Scott Kerry		Phone: 508-255-8000 Fax: 508-240-1860	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C. No.):
<b>INSURED</b> Terra Luna Stostel Inc dba P O Box 666 N Truro, MA 02652		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>General Star Indemnity Co</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			IMA955952A	04/20/14	04/20/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Liquor						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**RECEIVED**  
**SELECTMENS OFFICE**  
 APR 24 2014  
**TOWN OF TRURO**  
**MASSACHUSETTS**

<b>CERTIFICATE HOLDER</b>  TOWN-13  Town Of Truro Building Department P.O. Box 2030 Truro, MA 02666	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE W. Scott Kerry
--	--



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2014

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s)**

**PRODUCER**  
Kerry Insurance Agency, Inc.  
PO Box 1945  
North Eastham, MA 02651

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (508) 255-8000 **FAX (A/C No.):**  
**E-MAIL ADDRESS:**  
**PRODUCER CUSTOMER ID#:**

**INSURED**  
Stostef, Inc.  
Terra Luna  
PO Box 666  
North Truro, MA 02652



INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Atlantic Charter Insurance Company VDAC	44326
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/Y)	POLICY EXPIRATION DATE (MM/DD/Y)	LIMITS (In Thousands)	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident)	\$
	<input type="checkbox"/> UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION						EACH OCCURRENCE	\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Mandatory in NH If yes, describe under SPECIAL PROVISIONS below			WCV01007702 Policy Coverage State: MA	04/04/2014	04/04/2015	<input checked="" type="checkbox"/> STATUTORY LIMITS	OTHER
	<b>OTHER</b>						EACH ACCIDENT	\$ 100,000
							DISEASE - POLICY LIMIT	\$ 500,000
							DISEASE - EACH EMPLOYEE	\$ 100,000

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

**CERTIFICATE HOLDER**

Town of Truro  
PO Box 2030  
Truro, MA 02666

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 12 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# RALPH J. PERRY, INC.

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

## SYSTEM INSPECTION REPORT

10198

APRIL  
MARCH 2015

Name TERRY LUNA  
 Address 104 SLOAN ROAD  
N. TRURO MA. 02666  
 Bill To PO BOX 066  
 Contact TONY Phone 737-2262  
 Hood needs to be cleaned dy Refuses Inspection \_\_\_\_\_  
 Grease accumulation: Excessive \_\_\_\_\_ Heavy \_\_\_\_\_ Moderate \_\_\_\_\_  
 Filters need to be cleaned: dy Type Bubble  
 Cooking appliance location: Left to right: \_\_\_\_\_

Date 3-31-14 Next Insp. Due APRIL 2015  
 Model # 46 Mfg. RG  
 # of Tanks 1 Wet X Dry \_\_\_\_\_  
 Annual X Semi \_\_\_\_\_ Recharge \_\_\_\_\_ New \_\_\_\_\_  
 Fusible Links: 360 4 450 \_\_\_\_\_ Other \_\_\_\_\_ Seals 12  
 Fuel Shut Off: X Gas ✓ Electric \_\_\_\_\_ Caps \_\_\_\_\_  
 Ansul Cart: Single \_\_\_\_\_ Double \_\_\_\_\_ N2 \_\_\_\_\_ CO2 \_\_\_\_\_  
 RG/PC Cart: 16gm CO2 \_\_\_\_\_ 12gm CO2 \_\_\_\_\_

Stove Stove Citron 1-Universal Control  
1-Corner Pull  
 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>4</u> duct <u>2</u> plenum <u>6</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>dy</u>   | 25. Service and certification tag on system                               | <u>✓</u>    |
| 10. Check cartridge weight                       | <u>2025</u> | 26. Portable extinguishers up to code                                     | <u>✓</u>    |
| 11. Hydrotest due                                | <u>2025</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>    |   |             |

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: 1-2-14 Light Inspections: \_\_\_\_\_ Total # of Ext: 3 Ext. due service: \_\_\_\_\_ Service Chg: 42 Cond. Test: \_\_\_\_\_

### RECHARGES / SERVICE

### NEW EXTINGUISHERS

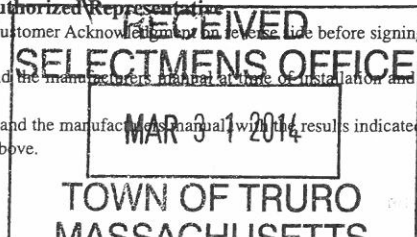
Drychem 2.5lb \_\_\_ 5lb \_\_\_ 10lb \_\_\_ 20lb \_\_\_ 6 year \_\_\_ Hydro \_\_\_  
 PW \_\_\_ K Class \_\_\_ 6L \_\_\_ 2.5G \_\_\_ Hydro \_\_\_  
 Halotron 2.5lb \_\_\_ 5lb \_\_\_ 11lb \_\_\_ 15.5lb \_\_\_ 6 year \_\_\_ Hydro \_\_\_  
 CO2 5lb \_\_\_ 10lb \_\_\_ 15lb \_\_\_ 20lb \_\_\_ Hydro \_\_\_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

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 X NO \_\_\_\_\_

Comments: Universal Control @ 44.00  
Corner Pull 11.00  
Seals 102.00  
Fusible 44.00  
Ext 12.25  
1/2 Service Charge 40.00  
Washed duct  
 Service Technician W. G. ... Lic. # 91  
 Total 41.25  
9.50

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 manufacturer's 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 manufacturer's 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.



**Budget Task Force  
Preliminary Schedule – FY2016 Budget**

**Monday, December 8**

DPW  
Building  
Health  
Animal Control

**Monday, December 15**

Police  
Emergency Management  
Harbor/Shellfish  
Fire & Rescue

**Monday, January 5**

Accountant  
Assessors  
Town Clerk/Treasurer/Collector  
Information Technology

**Monday, January 12**

Library  
Recreation and Beach  
COA

**Monday, January 26**

School  
Administration

**Monday, February 2**

Overall Budget  
Outstanding and unresolved items

**Tuesday, February 10**

Budget Submitted to Selectmen



# TOWN OF TRURO

Truro Housing Authority  
P.O. Box 2030, Truro, MA 02666

October 27<sup>th</sup>, 2014

Jay Coburn, Chair  
Truro Board of Selectmen

Dear Mr. Coburn,

The Truro Housing Authority requests a repurposing of the distribution of \$10,000 from the Truro Affordable Housing Trust that had been approved earlier this year for use in data analysis and for holding a housing meeting. The funds will now be used to hire a Housing Consultant who would help the Housing Authority research and write a Housing Needs Assessment. The assessment will examine Truro's current community housing needs and include examination of senior housing as well as analysis of condominium ownership. It will complete our DHCD housing plan (draft 2012 on our website).

Mr. John Ryan had been hired to run the meeting, but he has decided that it is no longer possible for him to fulfill the terms of his contract because he has moved to Northern Vermont and has been hired for work there. The Housing Authority and Highland Affordable Housing have decided to hold a meeting on May 9, 2015 and are formalizing plans for the content of the presentations. We anticipate using the Needs Assessment data for these presentations. We would use a portion of the funds to prepare audio visual presentations.

Sincerely,

Carl Brotman, Chair  
Truro Housing Authority



# 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., Assistant to the Town Administrator

**Date:** November 5, 2014

**Re:** Traffic Rules and Orders

---

In October 1953 the Truro Board of Selectmen created Traffic Rules and Orders for the Town. Recently, I was asked to determine how a one-way street could be created and a question came up regarding no parking signs. When I asked for the Traffic Rules and Orders I was informed that we had several approvals from the State Department of Transportation but we did not have the complete Traffic Rules and Order document.

We downloaded the Traffic Rules and Order template and re-created the document for the Town of Truro, which is attached. We have inserted all of the documented stop sign approvals, speed zones, and no parking sign approvals. In the future the Board of Selectmen may modify the stop sign and no parking sign approvals by a vote of the Board. Speed zoning is still required to be approved by Mass DOT after an engineering study has been completed.

By readopting the Traffic Rules and Orders it will give the Police Department and Highway Division an accurate record of what has been approved by the Town and the State regarding Traffic Rules.



**TOWN OF TRURO**  
**TRAFFIC RULES AND ORDER**

At a meeting of the Board of Selectmen held in Truro on October 14, 1953 the following was duly passed:

The Town of Truro acting by virtue of the power given to it by Section 22 of Chapter 40 of the General Laws of Massachusetts and by virtue of any other power it hereto enabling, hereby adopts and makes the rules and orders for the regulation of carriages and vehicles used in the said town for regulating traffic upon the streets and highways of said Town of Truro; insofar as the said rules and orders or any of them are the same as the regulations, rules and orders now in force they shall be deemed to be a continuation thereof.

*The Town of Truro accepted Chapter 90 Section 20A 1/2 of the General Laws, (Ter.Ed)*  
Adopted STM October 29, 1981  
Article 8

**ARTICLE I**

**DEFINITIONS**

**SECTION 1-1 Definitions**

For the purpose of these rules and orders the words and phrases used herein shall have the following meanings except in those instances where the context clearly indicates a different meaning.

**SECTION 1-2 Bus Stops**

An area in the roadway set aside for the boarding of or alighting from and the parking of buses.

**SECTION 1-3 Crosswalks**

That portion of a roadway ordinarily included within the prolongation or connection of curb lines and property lines at intersections, or at any portion of a roadway clearly indicated for pedestrian crossing by lines on the road surface or by other marking or signs.

**SECTION 1-4 Curb Marking, Official**

That portion of a curbing, the painting of which has been authorized by the Town of Truro, and which has the written approval of the Department.

**SECTION 1-5 Emergency Vehicles**

Vehicles of the Fire Department, police vehicles, ambulances and emergency vehicles of federal, state and municipal departments or public service corporations when the latter are responding to an emergency in relation to the police or fire department.

**SECTION 1-6 Funerals**

Any procession of mourners properly identified as such accompanying the remains of a human body.

**SECTION 1-7 Intersection**

The area embraced within the extensions of the lateral curb lines or, if none, then the lateral boundary lines, of intersecting ways as defined in Section 1 of Chapter 90 of the General Laws, including divided ways.

The rules and regulations herein contained governing and restricting the movement of vehicles at and near intersecting ways shall apply at any place along any way at which drivers are to be controlled by traffic control signals whether or not such place is an intersection as herein defined.

**SECTION 1-8 Lane**

A longitudinal division of a roadway of sufficient width intended to accommodate the passage of a single line of vehicles.

**SECTION 1-9 Officers**

Any officer of the Truro Police Department or any officer authorized to direct or regulate traffic or to make arrests for the violation of traffic regulations.

**SECTION 1-10 Parking**

The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading, or in obedience to an officer or traffic signs or signals, or while making emergency repairs or, if disabled, while arrangements are being made to move such vehicle.

**SECTION 1-11 Pedestrian**

Any person afoot or riding on a conveyance moving by human muscular power, except bicycles or tricycles, as defined in Chapter 90, Section 1 (General Laws).

**SECTION 1-12 Railroad Crossing**

Any intersection of ways with a railroad right-of-way.

**SECTION 1-13 Roadways**

That portion of a street or highway between the regularly established curb lines or that part, exclusive of shoulders, improved and intended to be used for vehicular traffic.

**SECTION 1-14 Rotary-Traffic**

The counter-clockwise operation of a vehicle around an object or structure.

**SECTION 1-15 Safety Zone**

Any area or space set aside within a roadway for the exclusive use of pedestrians and which has been indicated by signs, lines or markings, having the written approval of the Department of Public Works.

**SECTION 1-16 Service Zone**

An area in the roadway set aside for the accommodation of commercial and transient vehicular traffic.

**SECTION 1-17 Street or Highway**

The entire width between property lines of every way open to the use of the public for purposes of travel.

**SECTION 1-18 Street Marking, Official**

Any painted line, legend, marking or marker of any description painted or placed upon any way which purports to direct or regulate traffic and which has been authorized by the Board of Selectmen and which has the written approval of the Department of Public Works.

**SECTION 1-19 Taxicab Stands**

An area in the roadway in which certain taxicabs are authorized and required to park while waiting to be engaged.

**SECTION 1-20 Traffic**

Pedestrians, ridden or herded animals, vehicles, street cars or other conveyances either singly or together while using any street or highway for the purpose of travel.

**SECTION 1-21 Traffic Control Area**

Any area along any way, other than an intersecting way, at which drivers are to be controlled by traffic control signals.



**SECTION 1-22 Traffic Control Signal**

Any device using colored lights which conforms to the standards as prescribed by the Department of Public Works, whether manually, electrically or mechanically operated, by which traffic may be alternately directed to stop and to proceed.

**SECTION 1-23 Traffic Islands**

Any area or space set aside within a roadway, which is not intended for use by vehicular traffic.

**SECTION 1-24 Traffic Signs, Official**

All signs, markings and devices, other than signals, not inconsistent with these rules and orders, and which conform to the standards prescribed by the Department of Public Works and placed or erected by authority of public body or official having jurisdiction for the purpose of guiding, directing, warning, or regulating traffic.

**SECTION 1-25 Traffic Signals, Official**

All signals, conforming to the standards as prescribed by the Department of Public Works not inconsistent with these rules and orders, placed or erected by authority of a public body or official having jurisdiction, for the purpose of directing or warning traffic.

**SECTION 1-26 U-Turn**

The turning of a vehicle by means of a continuous turn whereby the direction of such vehicle is reversed.

**SECTION 1-27 Vehicles**

Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, including bicycles when the provisions of these rules are applicable to them, except other devices moved by human power or used exclusively upon stationary rails or tracks and devices which derive their for operation from stationary overhead wires.

**SECTION 1-28 Vehicles, Commercial**

Any vehicle being used in the transportation of goods, wares or merchandise for commercial purposes.

**SECTION 1-29 Vehicle, Heavy Commercial**

Any commercial vehicle of over two and one-half (2½) ton carrying capacity.

**SECTION 1-30 People**

The word "person" shall mean and include any individual, firm, co-partnership, association or corporation.

**SECTION 1-31 Parking Meters**

The words "parking meter" shall mean any mechanical device, not inconsistent with the provisions of this regulation, and placed or erected on any public way or municipal off-street parking area within the Town of Truro for the regulation of parking. Each parking meter installed shall indicate by proper legend the legal parking time established by this regulation and when operated shall at all times indicate the balance of legal parking time permitted and at the expiration of such period shall indicate illegal or overtime parking.

**SECTION 1-32 Parking Meter Zone**

The words "parking meter zone shall mean and include any street or portion thereof or municipal off-street parking area upon which parking of vehicles is permitted for a limited time subject to compliance with the further provisions of this regulation.

**SECTION 1-33 Parking Meter Space**

The words "parking meter space" shall mean any space within a parking meter zone, adjacent to a parking meter which is duly designated for the parking of a single vehicle by lines painted on the surface of the street or municipal off-street parking area adjacent to or adjoining each parking meter.

**ARTICLE II****AUTHORITY AND DUTIES OF POLICE****SECTION 2-1 Traffic, Police to Direct**

It shall be the duty of officers designated by the Chief of Police to enforce the provisions of these rules and orders. Such officers are hereby authorized to direct all traffic either in person or by means of visible or audible signal in conformance with the provisions of these rules and orders provided that in the event of a fire or other emergency, to expedite traffic or safeguard pedestrians, officers of the Police or Fire Department may direct traffic as conditions may require, notwithstanding the provisions of these rules and orders.

**SECTION 2-2 Close Street, Police May Temporarily**

The Chief of Police is hereby authorized to close temporarily any street or highway in an impending or existing emergency, or for any lawful assemblage, demonstration or procession.

**SECTION 2-3 Parking, Police May Prohibit Temporarily**

The Chief of Police is hereby authorized to prohibit, temporarily, parking on any street or highway or part thereof in an impending or existing emergency or for a lawful assemblage demonstration or procession. Vehicles parked in places where parking is prohibited temporarily may be moved by or under the direction of an officer.

#### **SECTION 2-4 Exemptions**

The provisions of these rules and orders shall not apply to drivers actually engaged in work upon a street or highway closed to travel or under construction or repair, to officers when engaged in the performance of public duties nor to drivers of emergency vehicles while operating in an emergency and in performance of public duties when the nature of the work of any of these necessitate a departure from any part of these rules and orders. These exemptions shall not, however, protect the driver of any vehicle from the consequences of a reckless disregard of the safety of others.

### **ARTICLE III**

#### **TRAFFIC SIGNS, SIGNALS, MARKINGS AND ZONES**

##### **SECTION 3-1 Bus Stops, Taxicab Stands and Service Zones, Location of**

The location of all bus stops, taxicab stands and service zones shall be specified by the Board of Selectmen and in the case of taxicab stands, the Chief of Police with the approval of the Board of Selectmen shall designate who may use them as such.

##### **SECTION 3-2 Interference with Signs, Signals and Markings Prohibited**

Any person who willfully defaces, damages, moves, obstructs or interferes with any official traffic signs, signals or marking shall be liable to a penalty not exceeding twenty (20) dollars for each and every offense.

##### **SECTION 3-3 Obedience to Traffic Signs, Signals and Markings**

No driver of any vehicle or of any street car shall disobey the instructions of any official traffic control signal, sign, marking, marker or legend unless otherwise directed by a police officer.

##### **SECTION 3-4 Traffic Signs and Signals**

- a. The superintendent of Streets is hereby authorized, and as to those signs and signals required hereunder it shall be his duty, to place and maintain or cause to be placed and maintained all official traffic signs, signals, markings and safety zones. All signs, signals, markings and safety zones shall conform to the standards as prescribed by the Department.



- b. Sections 2-2 and 2-3 of Article II and Section 5-2 and 5-3 and 5-6 and 5-8 to 5-10 inclusive of Article V relating to parking and Sections 7-7 and 7-10 of Article VII concerning turning movements and Section 7-20 of Article VII pertaining to exclusion shall be effective only during such time as official signs are erected and maintained in each block designating the provisions of such sections and located so as to be easily visible to approaching drivers.
- c. Sections relating to one-way streets shall be effective only during such time as a sufficient number of official signs are erected and maintained at the entrance and each of the exits for each one-way street, so that at least one sign will be clearly visible for a distance of at least seventy-five (75) feet to drivers approaching such an exit.

### **SECTION 3-5 Signals, Signals and Markings Prohibited, Display of Unauthorized Devices**

No person or corporation shall place, maintain or display upon or in view of any street any unofficial device, sign, signal, curb marking or street marking which purports, to be or is an imitation of or resembles an official traffic device, sign, signal, curb marking or street marking or which attempts to direct the movement of traffic or which hides from view any official sign, signal, marking or device. The Chief of Police is hereby empowered to remove every such prohibited sign, signal, marking or device or cause it to be removed without notice.

### **SECTION 3-6 Experimental Regulation**

For the purpose of trial they may make temporary rules regulating traffic or test under actual conditions traffic signs, markings, or other devices. No such experimental rules relating to traffic shall remain in effect for a period longer than 30 days.

## **ARTICLE IV**

### **ZONE OF QUIET**

The Chief of Police may temporarily establish a zone of quiet upon any street where a person is seriously ill. Said temporary zone of quiet shall embrace all territory within a radius of two hundred (200) feet of the building occupied by the sick person. Said temporary zones of quiet shall be designated by the Chief of Police by causing to be placed at a conspicuous place in the street a sign or marker bearing the words ZONE OF QUIET.

**ARTICLE V**  
**STOPPING, STANDING, PARKING**

**SECTION 5-1 General Prohibitions**

No person shall allow, permit or suffer any vehicle registered in his name to stand or park in any street, way, highway, road or parkway under the control of the Town of Truro in violation of any of the Traffic Rules or Orders adopted by the Board of Selectmen and in particular in any of the following places except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or traffic sign or signal.

- a. Within an intersection "except within those intersections where the installation of parking meters has been specifically approved by the Department."
- b. Upon any sidewalk.
- c. Upon any crosswalk.
- d. Upon the roadway in a rural or sparsely settled district.
- e. Upon a roadway where parking is permitted unless both wheels on the right side of the vehicle are within twelve (12) inches of the curb or edge of the roadway, except upon those streets which are designated as one-way streets. On such one-way streets vehicles shall be parked in the direction in which said vehicle is moving and with both wheels within twelve (12) inches of the curb. This shall not apply to streets or parts of streets where angle parking is required by these regulations.
- f. Upon any roadway where the parking of a vehicle will not leave a clear and unobstructed lane at least ten (10) feet wide for passing traffic.
- g. Upon any street or highway within ten (10) feet of fire hydrant.
- h. In front of any private road or driveway.
- i. Upon any street or highway within twenty (20) feet of an intersecting way, except alleys.
- j. Within fifteen (15) feet of the wall of a fire station or directly across the street from such fire station provided signs are erected acquainting the driver of such restriction.
- k. Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.
- l. Within twenty-five (25) feet of the nearest rail of a railroad crossing when there are no gates at such crossing, or otherwise within five (5) feet from the gate.
- m. On a bridge and the approach thereto.

## **SECTION 5-2 Service Zones**

No person shall park a vehicle upon any street in any service zone for a period of time longer than thirty minutes and except while actually engaged in loading or unloading.

## **SECTION 5-3 Diagonal Parking**

- a. The Board of Selectmen shall determine the street upon which diagonal parking will be permitted and shall cause said streets to be designated by signs and the surfaces thereof to be marked as directed by the Chief of Police.
- b. Diagonal parking is permitted upon certain sections of a number of streets as designated in Schedule No. 1, hereto appended to which reference is made and which Schedule No. 1, relative to diagonal parking is herewith specifically incorporated in this section. Where such diagonal parking is permitted, vehicles shall be parked with one wheel within twelve (12) inches of the curb and at the angle to the curb indicated by official marks and signs. The vehicle shall be parked so that all four wheels thereof shall be placed wholly within the area indicated for parking, and headed to the curb.

## **SECTION 5-4 Parking Vehicle for Sale Prohibited**

It shall be unlawful for any person to park upon a street or highway any vehicle displayed for sale.

## **SECTION 5-5 No All Night Parking**

No person shall allow, permit or suffer any vehicle registered in his name, other than one acting in an emergency, to be parked on any street for a period of time longer than one (1) hour between the hours of 1:00 A.M. and 6:00 A.M. of any day.

## **SECTION 5-6 Parking Location and Prohibitions**

Parking is prohibited, restricted or limited as to time, space and streets in accordance with a schedule of streets designated as Schedule No. 1, hereto appended to which reference is made and which Schedule No. 1, is specifically incorporated in this section. No operator shall park a vehicle in the designated prohibited locations or in the restricted locations for a period longer than is designated in Schedule No. 1, except as otherwise provided in this Schedule, or where there is a time limit as to parking.

### **SECTION 5-7.1 Parking Meter Locations and Regulations**

Parking is restricted or limited as to time, space, streets are municipal off-street parking areas on the streets and municipal off-street parking areas designated as Schedule I-A hereto appended to which reference is made and which Schedule I-A is specifically incorporated in this Section. No person shall park a vehicle for a period of time longer than one hour between the hours of 8:00 A.M. end



6:00 P.M. on any of the streets or for a period of time longer than two hours in any municipal off-street parking area hereinafter designated in Schedule I-A or as may hereafter be fixed by amendment, except that on Friday the limited parking time shall apply between the hours of 8:00 A.M. and 9:00 P.M. This restriction shall not apply on Sundays or during the hours of legal holidays during which business establishments are required by law to remain closed.

In accordance with the foregoing parking meter zones are hereby established in the streets, parts of streets or municipal off-street parking are listed in Schedule I-A.

### **SECTION 5-7.2**

The Purchasing Agent is hereby empowered, with the approval of the Board of Selectmen to contract, in accordance with provisions of Chapter 40 of the General Laws, for the acquisition and installation of parking meters provided for by this regulation and to maintain said meters in good workable condition.

### **SECTION 5-7.3**

The Department of Public Works Director is hereby authorized and directed to install parking meters within the areas described in this regulation or cause the same to be so installed. The meters shall be placed at intervals of not less than 20 feet apart except that beginning and ending spaces may be 18 feet and except where angle parking is permitted, and not less than 12 inches nor more than 24 inches from the face of the curb adjacent to individual meter spaces. Meters shall be so constructed as to display a signal showing legal parking upon the deposit therein of the proper coin or coins of the United States as indicated by instructions on said meters and for such period of time as is or shall be indicated by meter legend. Said signal shall remain in evidence until expiration of the parking period designated at which time a dropping of a signal automatically or some other mechanical operation shall indicate expiration of said parking period.

### **SECTION 5-7.4**

The Department of Public Works Director is hereby authorized and directed to establish Parking meter spaces in such parking meter zones as are herein specified, or as may be hereafter fixed by amendment and to indicate the same by white markings upon the surface of the highway.

### **SECTION 5-7.5**

Whenever any vehicle shall be parked adjacent to a parking meter, the owner or operator of said vehicle shall parking within the space designated by pavement marking lines and, upon entering such space, shall immediately deposit in said meter the required coin of the United State for a maximum legal parking period or proportionate period thereof, both as indicated or shown on the meter and if so required set the mechanism in motion.

The fee for the maximum parking time in on-street parking meter zones shall be twenty-five (25) cents or five (5) cents for each proportionate period of said maximum up to the limit of one hour.

It shall be unlawful for any person to deposit or cause to be deposited in a parking meter any coin for the purpose of permitting the vehicle of which he is in charge to remain in a parking space beyond the maximum period of time allowed in a particular zone.

It shall be unlawful for any person to park a vehicle within a parking meter space unless such vehicle is wholly within the painted lines adjacent to such meter.

It shall be unlawful for any unauthorized person to open, tamper with, break, injure or destroy any parking meter or to deposit or cause to be deposited in such meter any slugs, device or metallic substance or any other substitute for the coins required.

#### **SECTION 5-7.6**

Operators of commercial vehicles may park in a metered space without depositing a coin for a period not to exceed 30 minutes for the purposes of loading or unloading. Parking in excess of this time limit without depositing the proper coin shall be deemed a violation of the provisions of this regulation.

#### **SECTION 5-7.7**

The Chief of Police is hereby designated as the person authorized to collect monies deposited in parking meters or to cause the same to be so collected. Such monies shall be deposited forthwith with the Treasurer.

#### **SECTION 5-7.8**

All fees received by said Treasurer from the operation and use of parking meters shall be used as authorized by Chapter 40 of the General Laws (Ter. Ed.).

#### **SECTION 5-7.9**

It shall be the duty of police officers to enforce the provisions of this section.

#### **SECTION 5-7.10**

Any person who violates any parking provisions of this regulation shall be subject to the penalties provided by Chapter 90, Section 20A½ of the General Laws and any other violation shall be punishable as may be provided by law.

#### **SECTION 5-7.11**

No driver, while operating any vehicle owned and bearing indication of ownership by the Town of Truro, State or Federal governments, shall be required to deposit any fee in a

parking meter as provided in this section.

### **SECTION 5-7.12**

All other regulations or parts of regulations which are inconsistent herewith are hereby repealed.

### **SECTION 5-8 Prohibited at Safety Zones**

No person shall park a vehicle within twenty (20) feet of either end of a safety zone which is located within thirty (30) feet of the curb or edge of the roadway.

### **SECTION 5-9 Bus Stops**

- a. No person shall stop or park a vehicle other than a bus in a bus stop.
- b. No person shall park a bus upon any street within a business district at any place other than a bus stop when a nearby bus stop is available for use.

### **SECTION 5-10 Taxicab Stands**

- a. No person shall park a vehicle other than a taxicab upon any street within a business district in any taxicab stand. (Schedule No. II)
- b. No person shall park a taxicab upon any street within a business district at any place other than the taxicab stand or stands designated for the use of his taxicab or taxicabs.

## **ARTICLE VI**

### **ONE-WAY STREETS**

#### **SECTION 6-1 One-Way Streets**

The streets or portions thereof designated in Schedule No. III hereto appended and specifically incorporated in this section are declared to be one-way streets and all vehicular traffic shall move on those streets or portions thereof in the direction designated in said Schedule No. III.

#### **SECTION 6-2 Rotary Traffic**

Within the area set forth below vehicular traffic shall move only in a rotary counter-clockwise direction except when otherwise directed by an officer.



## **ARTICLE VII**

### **OPERATION OF VEHICLES (MGL CHAPTER 89 GOVERNS)**

#### **SECTION 7-1 Overtake Only When There is a Space Ahead**

The driver of a vehicle shall not overtake and pass a vehicle proceeding in the same direction unless there is sufficient clear space ahead on the right side of the roadway to permit the overtaking to be completed without impeding the safety operation of any vehicle ahead.

#### **SECTION 7-2 Driver to Give Way to Overtaking Vehicle**

One driver of a vehicle when about to be overtaken and passed by another vehicle approaching from the rear shall give way to the right in favor of the overtaking vehicle on suitable and visible signal being given by the driver of the overtaking vehicle, and shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.

#### **SECTION 7-3 Obstructing Traffic**

- a. No person shall drive in such a manner as to obstruct unnecessarily the normal movement of traffic on any street or highway. Officers are hereby authorized to require any driver who fails to comply with this section to drive to the side of the roadway and wait until such traffic as has been delayed has passed.
- b. No driver shall enter an intersection or a marked crosswalk unless there is sufficient space on the other side of the intersection or crosswalk and on the right half of the roadway to operate the vehicle he is operating without obstructing the passage of other vehicles or pedestrians notwithstanding any traffic control signal indication to proceed.

#### **SECTION 7-4 Following Too Closely**

The driver of a vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard to the speed of such vehicle and the traffic upon and condition of the street or highway.

#### **SECTION 7-5 Clinging to Moving Vehicles**

It shall be unlawful for any person traveling upon a bicycle, motorcycle, coaster, sled, roller skates, or any toy vehicle to cling to, or attach himself or his vehicle to any moving vehicle or street car upon any roadway.

**SECTION 7-6 Care in Starting, Stopping, Turning or Backing**

The driver of any vehicle before starting, stopping, turning from a direct line or backing shall first see that such movement can be made in safety. If such movement cannot be made in safety or if it interferes unduly with the normal movement of other traffic, said driver shall wait for a more favorable opportunity to make such movement.

If the operation of another vehicle should be affected by a stopping or turning movement, the driver of such other vehicle shall be given a plainly visible signal as required by statute law.

**SECTION 7-7 Prohibited and Mandatory Turning Maneuvers****SECTION 7-8 Emerging from Alley or Private Driveway**

The operator of a vehicle emerging from an alley, driveway or a garage shall stop such vehicle immediately prior to driving on to a sidewalk or on to the sidewalk area extending across alleyway or driveway.

**SECTION 7-9 Obedience to Traffic Control Signals**

Colors and arrow indications in traffic control signals shall have the commands ascribed to them in this section, and no other meanings and every driver of a vehicle, railway car, or other conveyance shall comply therewith, except when otherwise directed by an officer or by a lawful traffic regulating sign (other than a "stop" sign), signal or device or except as provided in section 7-18(b) of these rules.

In no case shall a driver enter or proceed through an intersection without due regard to the safety of other persons within the intersection, regardless of what indications may be given by traffic control signals.

1. Green indications shall have the following meanings:

- a. Vehicular traffic facing a CIRCULAR GREEN signal indication is permitted to proceed straight through or turn right or left or make a U-Turn unless such movement is modified by lane use signs, lane markings, roadway design, separate turn signal indications or other traffic control devices. Vehicular traffic turning right or left or making a U-Turn shall yield the right-of-way to other vehicles, and to pedestrians lawfully within the intersection or an adjacent crosswalk, at the time such signal is exhibited.
- b. Vehicular traffic facing a GREEN ARROW signal indication displayed alone or in combination with another signal indication, may cautiously enter the intersection only to make the movement indicated by such arrow, or such other movements as is permitted by other indications displayed at the same time. Such drivers shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.

2. Steady yellow indications shall have the following meanings:
  - a. Vehicular traffic facing a steady CIRCULAR YELLOW OR YELLOW ARROW signal is thereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter when drivers shall not enter the intersection.
3. Steady red indications shall have the following meanings:
  - a. Vehicular traffic facing a steady CIRCULAR RED signal and NO TURN ON RED SIGN shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then before entering the intersection and shall remain standing until an indication to proceed is shown except as provided in (b) below.
  - b. When no sign is in place prohibiting a right turn, or a left turn from a one way street to another one way street, drivers facing a steady circular red signal may cautiously enter the intersection to make the right turn, or left turn from a one way street to another one way street, after stopping as provided in (a) above. Such drivers shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
  - c. Vehicular traffic facing a steady RED ARROW indication may not enter the intersection to make the movement indicated by such arrow, and unless entering the intersection to make such other movement as is permitted by other indications shown at the same time, shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then before entering the intersection and shall remain standing until an indication to make the movement indicated by such arrow is shown.
5. Flashing signal indication shall have the following meanings:
  - a. FLASHING RED (stop signal) - When a red lens is illuminated with rapid intermittent flashes, driver of vehicles shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then at the point nearest the intersecting roadway where the drivers has a view of approaching traffic on the intersecting roadway before entering the intersection, and the right to proceed shall be subject to the provisions of Chapter 89, Section 8 of the General Laws.
  - b. FLASHING YELLOW (caution signal) - When a yellow lens is illuminated with rapid intermittent flashes, drivers of vehicles may proceed through the intersection or pass such signal only with caution.



- c. **FLASHING YELLOW ARROW** . Vehicular traffic, on an approach to an intersection, facing a **FLASHING YELLOW ARROW** signal indication, displayed alone or in combination with another signal indication, is permitted to cautiously enter the intersection only to make the movement indicated by such arrow, or other such movement as is permitted by other signal indications displayed at the same time. Such vehicular traffic, including vehicles turning right or left or making a U-turn, shall yield the right-of-way to:
- a. (a) Pedestrians lawfully within an associated crosswalk, and
  - b. (b) Other vehicles lawfully within the intersection.

In addition, vehicular traffic turning left or making a U-turn to the left shall yield the right-of-way to other vehicles approaching from the opposite direction so closely as to constitute an immediate hazard during the time when such turning vehicle is moving across or within the intersection.

### **SECTION 7-10 U Turns Prohibited**

No operator shall back or turn a vehicle so as to proceed in the direction opposite to that in which said vehicle is beaded or traveling on the following streets. NONE

### **SECTION 7-11 Stop Signs, Yield Signs, Through Ways**

#### **For Stop Signs**

"In accordance with the provisions of Chapter 89, Section 9 of the General Laws the following streets are designated as streets at the intersections and in the direction indicated:"

In accordance with the foregoing, the streets listed in Schedule No. IV of these rules and orders are hereby declared to constitute stop streets or flashing red signal intersections as the case may be, and said Schedule No. IV is hereby specifically incorporated in this Section.

The same preamble should be used for designation of yield signs.

#### **For Through Ways**

"In accordance with the provisions of Chapter 89, Section 9 of the General Laws, the following ways or parts of ways are hereby designated as through ways."

### **SECTION 7-12 Keep to the Right of Roadway Division**

Upon such roadways as are divided by a parkway, grass plot, reservation, viaduct, subway or by any structure or area, drivers shall keep to the right of such a division except when otherwise directed by an officer, signs, signals, or markings.

**SECTION 7-13 Operation of Under or Overpasses at Intersection with Islands**

At any junction or crossing of ways where the roadway grades have been separated and where the ways are connected by ramps and at any intersection of ways in which there are traffic islands, drivers of vehicles shall proceed only as indicated by official signs, signals or markings.

**SECTION 7-14 Driving on Road Surfaces Under Construction or Repair**

No operator shall enter upon a road surface of any street or highway or section thereof, when, by reason of construction, surface treatment, maintenance or the like, or because of some unprotected hazard, such road surface of the street or highway is not to be used or when so advised by an officer, watchman, member of a street or highway crew or employees of the town, either audibly or by signals.

**SECTION 7-15 No Driving on Sidewalks**

The driver of a vehicle shall not drive upon any sidewalk except at a permanent or temporary driveway.

**SECTION 7-16 No Driving Through Safety Zones**

It shall be unlawful for the driver of a vehicle, except on signal from a police officer to drive the same over or through a safety zone.

**SECTION 7-17 Funerals to be Properly Identified**

A funeral composed entirely or partly of a procession of vehicles shall be identified as such by means of black pennants bearing a purple symbol attached to both the first and last vehicles or other suitable means.

**SECTION 7-18 Right and Duties of Drivers in Funerals or Other Processions**

- a. It shall be the duty of each driver in a funeral or other procession to keep as near to the right edge of the roadway as is feasible and to follow the vehicle ahead as closely as practicable and safe.
- b. At an intersection where a traffic control signal is operating the driver of the first vehicle in a funeral or other procession shall be the only one required to stop for a red and/or yellow indication.
- c. At an intersection where a lawful Stop sign exists, the driver of first vehicle in a funeral or other procession shall be the only one required to stop before proceeding through the intersection.

**SECTION 7-19 Unlawful Riding**

It shall be unlawful for any reason to ride on any portion of a vehicle not designated or intended for the use of passengers when the vehicle is in motion. This provision shall not apply to any employee engaged in the necessary discharge of a duty or within truck bodies in space intended for merchandise.

**SECTION 7-20 Operation of Heavy Commercial Vehicles**

1. The use and operation of heavy commercial vehicles having a carrying capacity of more than 2½ tons, are hereby restricted on the following named streets or parts thereof, and in the manner outlined and during the period of time set forth: NONE

2. Exemptions - Part 1 of this Section shall not apply to heavy commercial vehicles going to or coming from places upon said streets for the purpose of making deliveries of goods, materials, or merchandise to or similar collections from abutting land or buildings or adjoining streets or ways to which access cannot otherwise be gained; or to vehicles used in connection with the construction, maintenance and repair of said streets or public utilities therein; or to Federal, State, Municipal or public service corporation owned vehicles.

**ARTICLE VIII****ACCIDENT REPORTS****SECTION 8-1 Drivers Must Report Accidents**

Every person operating a motor vehicle which is in any manner involved in an accident in which any person is killed or injured or, in which there is damage in excess of one thousand dollars (\$1,000.00) to any one vehicle or other property, shall report such accident within five (5) days to the Registrar and to the Police Department in accordance with the provisions of Chapter 90, Section 26, of the General Laws.

**ARTICLE IX****PENALTIES AND REPEALS****SECTION 9-1 Penalties**

Any person violating any provisions of any rule, regulation or order regulating the parking of motor vehicles made by anybody authorized to make the same shall be dealt with as provided in General Laws, Chapter 90, Section 20A or any Acts in amendment thereof, or in addition thereto, and any person violating any of the rules and regulations applicable to State Highways made by the Department under authority of General Laws, Chapter 85, Section 2, and Acts in amendment thereof, and in addition thereto, shall be subject to the penalty provided in said rules and regulations.

Any person convicted of a violation of any other rule, regulation or order made hereunder, except as otherwise provided, shall be punished by a fine not exceeding twenty dollars (\$20.00) for each offense.



**SECTION 9-2 Repeal**

These rules are adopted with the intent that each of them shall have force and effect separately and independently of every other except insofar as by express reference or necessary implication any rule or any part of a rule is made dependent upon another rule or part thereof.

All official signs, lights, markings, signal systems or devices erected or installed under prior rules or regulations and necessary to the enforcement of these regulations and necessary to the enforcement of these regulations shall be deemed to have been lawfully erected or installed hereunder provided the same are erected or installed with the permission and approval of the Department and insofar as the same are necessary as aforesaid for the enforcement of these regulations they shall be deemed continuing hereunder but in all other respects all prior rules, orders and regulation made by the Town of Truro for the regulation of vehicles are hereby expressly repealed. This repeal, however, shall not affect any punishment or penalty imposed or any complaint or prosecution pending at the time of the passage hereof for any offense committed under said prior rules, order or regulations hereby repealed, nor shall said repeal be effective unless and until these rules and regulations have been approved and published as required by law.

**SECTION 9-3 Effect of Regulations**

If any section, subsection, sentence, clause or phrase of these rules and order is for any reason unconstitutional, such decisions shall not affect the validity of the remaining portion of these rules and orders. The Board of Selectmen hereby declares that it would have passed these regulations and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one of more sections, subsection, sentence, clauses or phrases be declared unconstitutional.

**SECTION 9-4 Owner Prima Facie Responsible for Violations**

If any vehicle is found upon any street or highway in violation of any provisions of these rules and regulations and the identity of the driver cannot be determined, the owner or the person in whose name such a vehicle is registered shall be held prima facie responsible for such violations.

Date of Original Adoption October 14, 1953  
(Date of Re Adoption)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Selectmen

Attest:

\_\_\_\_\_  
Town of Truro/Town Clerk

**Schedule I**

**PARKING**

Location	Side	From	To	Type Parking
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**Schedule I-A**

**SECTION 1 - ON-STREET PARKING METER ZONES**

Location	Side	From	To
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**Schedule II**

**TAXICAB STANDS**

Location	Side	From	To	Type
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**Schedule III**

**ONE-WAY STREETS**

Location	Direction	From	To
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**Schedule IV**

**STOP SIGNS**

Location	Direction	From	To
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- a. Bridge Rd at Castle Rd – Westbound drivers
- b. Bridge Rd at Town Hall Rd-Eastbound drivers
- c. Woodbridge Estates (?) at Route 6-Westbound drivers
- d. Union Field Rd at Route 6-Westbound drivers
- e. Aldrich Rd at Route 6- Westbound drivers

- |  |                  |
|--|------------------|
| f. High Head Rd at Route 6-Westbound drivers               |                  |
| g. Arrow Head Rd at Route 6-Eastbound drivers              |                  |
| h. Scott's Crossing at Route 6-Eastbound drivers           |                  |
| i. Great Hollow Rd at Route 6-Eastbound drivers            |                  |
| j. Atwood Rd at Route 6-Westbound drivers                  |                  |
| k. Prince Valley Rd at Route 6-Eastbound drivers           |                  |
| l. Fisherman's Rd at Route 6-Eastbound drivers             |                  |
| m. Longnook Rd at Route 6-Westbound drivers                |                  |
| n. Standish Way at Route 6-Eastbound drivers               |                  |
| o. Head of the Meadow Rd at Route 6-Westbound drivers      |                  |
| p. Castle Rd at Route 6-Eastbound drivers                  |                  |
| q. Standish Way at Route 6A-Southwest bound drivers        | Permit # 7-439   |
| r. Pond Rd at Route 6A and Highland Rd- Eastbound drivers  | Permit # 6782(A) |
| s. "Old Route 6A and Route 6" (Mile Markers 107.8 & 108.3) | Permit # B-3378  |
| t. Highland Rd and Route 6A                                | Permit # 6782(B) |
| u. "Old Route 6 (X-633) at Route 6"                        | Permit # B-1307  |
| v. "Route 6A and Route 6"-Eastbound drivers                | Permit # B-2965  |
| w. Egress Rd at Route 6                                    | Permit # 7250    |
| x. Pond Rd at Route 6A                                     | Permit # 7-440   |
| y. Route 6A at Highland and Pond Rd                        | Permit # B-113   |

### Schedule V

#### NO PARKING TOW ZONES

Location	Direction	From	To
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## **APPENDIX B**

### **Pedestrian Regulations**

Voted:

In accordance with the provisions of Chapter 90, Section 18A of the General Laws (Ter. Ed.) and in accordance with the Pedestrian Control Standards of the Department, the Board of Selectmen (Traffic Commission) of the Town of Truro hereby enact the following regulations to govern the use of ways by pedestrians. These regulations are to become effective on December 1, 2014.

#### **PEDESTRIAN CONTROL REGULATIONS**

##### **SECTION 1: Pedestrian Crossing Ways or Roadways**

Pedestrians shall obey the direction of police officers directing traffic and whenever there is an officer directing traffic, a traffic control signal or a marked crosswalk within three hundred (300) feet of a pedestrian, no such pedestrian shall cross a way or roadway except within the limits of a marked crosswalk and as hereinafter provided in these regulations. For the purpose of these regulations, a marked crosswalk shall only be construed to be that area of a roadway reserved for pedestrian crossing located between two solid white reflectorized 12 inch pavement markings in rural areas or markings not less than six inches wide in urban areas, said markings or lines being no less than six feet apart.

##### **SECTION 2: Pedestrian Actuation**

- a. At a traffic control signal location where pedestrian indications are provided but which are shown only upon actuation by means of a pedestrian push button, no pedestrian shall cross a roadway unless or until the pedestrian control signal push button has been actuated and then cross only on the proper pedestrian signal indication.
- b. At a traffic control signal location, pedestrians shall yield the right of way to vehicles of a funeral or other procession or authorized emergency vehicle while in performance of emergency duties regardless of the signal indication given, and they shall not attempt to cross the roadway until such vehicles or procession has passed at which time pedestrians shall then cross the roadway only as provided in these regulations.

##### **SECTION 3: Pedestrian Obedience to Traffic Control Signals**

Traffic control signal color indications and legends shall have the commands ascribed to them in this section and no other meanings, and every pedestrian shall comply therewith, except when otherwise directed by an officer.

- a. Red Alone or "Don't Walk" - Whenever the words "Don't Walk" or a similar indication are illuminated in a traffic control signal where pedestrian indications are provided, pedestrians approaching or facing such indication shall wait on the sidewalk, edge of roadway or in the pedestrian refuge area of a traffic island and shall not enter upon or cross a roadway until the proper indication is illuminated in the traffic control signal, but any pedestrian who has partially completed his crossing on the walk indication shall proceed or return to the nearest sidewalk or safety island on the yellow indication, the red indication or when the phrase "Don't Walk" are illuminated by rapid intermittent flashes.
- b. Green Alone - At traffic control signal locations where no pedestrian indication is given or provided pedestrians facing the signal may proceed across the roadway within any marked crosswalk in the direction of the green indication.
- c. Yellow Alone, Red Alone or Flashing "Don't Walk" - Pedestrians approaching or facing a yellow, red or flashing "Don't Walk" illuminated indication shall not start to cross a roadway.
- d. Flashing Red, Yellow or Green - At any traffic control signal location where a flashing red or flashing yellow is facing a crosswalk, pedestrians shall actuate, where provided, the pedestrian signal indication and cross the roadway only on the red-yellow or "Walk" indication when such indication is in operation. If no pedestrian signal is provided, pedestrians shall cross within crosswalks with due care.

#### **SECTION 4: Pedestrian Crossings and Use of Roadways**

- a. No pedestrian shall suddenly leave a side or safety island and walk or run into the path of a vehicle which is so close that it is impossible for the driver to yield the right of way.
- b. Pedestrians shall at all times attempt to cross a roadway using the right half of crosswalks.
- c. Where sidewalks are provided, it shall be unlawful for any pedestrian to walk along and upon an adjacent roadway whenever the sidewalk is open to pedestrian use.
- d. Where sidewalks are not provided, any pedestrian walking along and upon a highway shall, when practicable, walk only on the left side of the roadway on its unfinished shoulder facing traffic which may approach from the opposite direction.
- e. Persons exiting from the roadway side of any vehicle parked at the curb or edge of roadway shall proceed immediately to the sidewalk or edge of roadway adjacent to vehicle, and shall cross the roadway only as authorized by these regulations.
- f. It shall be unlawful for any person to actuate a pedestrian control signal or to enter a marked crosswalk unless a crossing of the roadway is intended.

**SECTION 5: Crossing at Non-Signalized Locations**

Every pedestrian crossing a roadway at any point other than within a marked crosswalk shall yield the right of way to all vehicles upon the roadway. At a point where a pedestrian tunnel or overpass has been provided pedestrians shall cross the roadway only by the proper use of the tunnel or overpass.

**SECTION 6: Operators to Exercise Due Care**

The provisions of these regulations shall in no way abrogate the provisions of Chapter 90, Section 14 and 14A of the General Laws (Ter. Ed. ) which provide: "Precautions for Safety of Other Travelers" and for the "Protection of Blind Persons Crossing Ways." Furthermore, notwithstanding the provisions of these regulations every operator of a vehicle shall exercise due care to avoid colliding with any pedestrian upon the roadway and shall give warning by sounding the horn when necessary, and shall exercise proper precautions which may become necessary for safe operation.

**SECTION 7: Pedestrians Soliciting Rides or Business**

No person shall stand in a roadway for the purpose of soliciting a ride, employment or business from the operator or occupant of any vehicle without the written permission of the board or officer having control of such roadway or highway.

**SECTION 8: Officers to Enforce Pedestrian Regulations**

These pedestrian control regulations shall be enforced by all officers of the Town of Truro on and after December 1, 2014.

**SECTION 9: Exemptions**

The provisions of these rules and regulations governing the use of ways by pedestrians shall not apply to pedestrians actually engaged in work upon a roadway closed to travel or under construction or repair, to municipal, state, federal or public service corporation employees while in the performance of their duties, to officers engaged in the performance of their public duties or to pedestrians acting in an emergency when such emergency necessitates departure from any part of these rules and regulations.

**SECTION 10: Penalties**

Any person who violates the provisions of this Article which deal with the proper use of ways by pedestrians shall be punished as provided in Chapter 90, Section 15A of the General Laws (Ter. Ed.).

**SECTION 11: Effect of Regulation**

All existing rules and regulations governing the operation of vehicles or the use of ways by pedestrians which are inconsistent herewith are hereby expressly repealed. This repeal shall not, however, affect any punishment or penalty imposed or any complaint or prosecution pending at the time of passage hereof for any offense committed under any of the said rules and regulations hereby repealed.

If any section, sub-section, sentence, clause or phrase of these rules and regulations is for any reason unconstitutional, such decision shall not affect the validity of the remaining portion of these rules and regulations. The Board of Selectman of the Town of Truro hereby declare that they would have passed these rules and regulations and each section, sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, sub- sections, sentences, clauses or phrases be declared unconstitutional.

Original Date of Passage October 14, 1953

Date of re-adoption\_\_\_\_\_

Board of Selectmen:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: Town of Truro/ Town Clerk \_\_\_\_\_



## **APPENDIX C**

### **Tow Away Zone Regulations**

#### **SECTION 1: In General**

In accordance with the provisions of Chapter 40, Section 22D of the General Laws (Ter. Ed.) the Board of Selectmen of the Town of Truro hereby enact the following regulations authorizing the removal to a convenient place of vehicles parked or standing in such manner, or in such areas as are hereinafter described on any way under the control of the Town of Truro Vehicles specifically exempt by Chapter 40, Section 22D shall not however be subject to such removal.

#### **SECTION 2: Authorization of Police**

The moving or towing of any vehicle under the provisions of this Article shall be by and at the direction of the Chief of Police or such other Officer(s) of the rank of Sergeant or higher as he may from time to time designate.

#### **SECTION 3: Fees**

The Board of Selectmen hereby imposes upon the owner of any vehicle moved or towed to a convenient place, under the provisions of this Article, the following fees:

- a. Removal or towing fee not to exceed that which is provided in or as authorized by Statute Law.
- b. Storage Fees:

Not to exceed that which is provided in or as authorized by Statute Law.

#### **SECTION 4: Liability for Damage During Removal or Storage**

The contractor shall be liable to the owner for any damage arising out of negligence caused to a vehicle in the course of removal and storage.

#### **SECTION 5: General Prohibition Towing Zones**

No person shall stand or park or allow, permit or suffer any vehicle registered in his name to stand or park in any of the following places. Vehicles found in violation of the provisions of this Section except those specifically exempt by law, shall be removed to a convenient place under the direction of an officer of the Police Department and the owner of the vehicle so removed or towed away shall be liable to the cost of such removal and storage, if any, as set forth in Section 3 of this Article. The owner of any vehicle removed or towed away under the provisions of this Section shall also be subject to the penalties provided in Chapter 90, Section 20A of the General Laws (Ter.Ed.).

- a. Upon any way in such a manner as to impede the removal or plowing of snow or ice except vehicles parked in accordance with approved regulations governing All Night Parking.
- b. Upon any sidewalk.
- c. Upon any crosswalk.
- d. Upon any way within twenty (20) feet of an intersecting way except alleys.
- e. Upon a way within ten (10) feet of a fire hydrant.
- f. On a roadway side of any vehicle stopped or parked at the edge or curb of the way.
- g. In front of a public or private driveway.
- h. Upon any way where the parking of a vehicle will not leave a clear and unobstructed lane at least ten (10) feet wide for passing traffic.

#### **SECTION 6: Parking Prohibitions, Towing Zone**

No person shall stand or park or allow, permit or suffer any vehicle registered in his name to stand or park on any of the ways or parts of ways hereinafter described and during the periods of time set forth. Vehicles found in violation of the provisions of this Section except those specifically exempted by law shall be removed to a convenient place under the direction of an officer of the Police Department and the owner of the vehicle so removed, or towed away, shall be liable to the cost of such removal and storage, if any, as set forth in Section 3 of this Article. The owner of any vehicle removed or towed away under the provisions of this Section shall also be subject to the penalties provided in Chapter 90, Section 20A of the General Laws (Ter. Ed.)

- a) Location of Tow-Away Zone signs: See Schedule V
- b) In any Bus Stop.

#### **SECTION 7: Official Traffic Signs**

The provisions of Section 6 shall be effective only during such time as a sufficient number of official traffic signs bearing the legend TOW-AWAY ZONE are installed, erected, maintained and located so as to be visible to approaching drivers, said signs to be appended above or incorporated into the legend of Parking Prohibition Signs.

**SECTION 8: Police to Keep Record of Towed Vehicles**

The Police Department shall keep a record of all vehicles towed or removed under the provisions of this Article. Such record shall be retained for one (1) year and shall contain the following information:

- a. The registration of the vehicle.
- b. The location from which it was towed, and time and date of tow order.
- c. The location to which it was moved.
- d. The fee charged for towing.
- e. Name of towing contractor, if any.
- f. Name and rank of officer who authorized towing.

Date of Passage \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board of Selectmen

Attest: Town Clerk

\_\_\_\_\_

Cindy Slade

**APPENDIX D**  
**School Zone**

**SECTION 1: In General**

In accordance with the provisions of Chapter 85 , Section 2 of the General Laws (Ter. Ed.) the Board of Selectmen of the Town of Truro hereby enact the following regulation authorizing the following traffic signs for the Truro Central School along Route 6.

**SECTION 2: Location**

Signs shall be located in strict accordance with Official Standards of the Department of Public Works, as authorized by Chapter 90, § 17, and as shown on the attached plan. (Permit #B-19 & Permit # 5-2010-0036-School Zone Flashers)

**SECTION 3: Description**

- a. Identical with the Official Department Standards
- b. Different from any sign described in Official Department Standards and in accordance with specifications

**SECTION 4: Operation**

- a. Days- Monday through Friday –September through June
- b. Hours – 8:30 AM to 9:10AM  
12:00 Noon to 12:30PM  
2:50PM to 3:20PM



**APPENDIX E****Warning Beacon****SECTION 1: In General**

In accordance with the provisions of Chapter 85 , Section 2 of the General Laws (Ter. Ed.) the Board of Selectmen of the Town of Truro hereby enact the following regulation authorizing the following traffic sign.

**SECTION 2: Location**

Beacon shall be located and arranged in strict accordance with the attached drawing (Permit # B-113)

**SECTION 3: Description**

- a. Lens Shape - Round
- b. Number- 4
- c. Color-2 Red & 2- Yellow

**SECTION 4: Operation**

- a. Flashing Speed. The number of flashes shall be 50-60 per minute.

**APPENDIX F****Pertinent Statutes**

<b>CHAPTER</b>	<b>SECTION</b>	<b>PROVISION</b>
40	21 s.s. 14	Regulate parking of private ways
40	21 s.s. 16	Supt. of streets may tow vehicles
40	22	Municipalities may regulate traffic
40	22A	And install parking meters
40	22B	And use meter funds to purchase off-street parking areas
40	22C	And install meters in parking areas
40	22D	Municipalities may tow illegally parked vehicles.
81	19	Town has police jurisdiction over State Highway
85	1	Municipalities to erect directional signs
85	2	Authority and duties of the Department
85	2A	Additional authority (Department may tow vehicles interfering with snow removal)
85	2B	Additional authorities (may make special regulations for express State Highways)
85	2C	Additional authority (towing of vehicles on State Highways)
85	10A	Municipalities may designate coasting streets
85	11A	Registration of bicycles
85	21A	Municipalities may erect school warning signs
85	30	Heavy vehicles may be regulated – certain conditions
85	34	Protection of bridges
85	35	Liability for damage to bridges

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CHAPTER	SECTION	PROVISION
85	36	Dropping of leaking loads
89	1	Keep to the right
89	2	Pass to the left
89	4	Keep to the right when view is obstructed
89	4A	Drive in single lane
89	4B	Drive in right lane when available
89	7	Certain Emergency vehicles have right of way
89	7A	Vehicles near fire apparatus on fires
89	8	Right-of-way law
89	9	Through ways
90	17	Speed limits
90	17A	Speed Limits Massachusetts Turnpike
90	18	Special regulations
90	18A	Pedestrian control
90	20A	Violation of parking rules (penalty)
90	20A½	Municipalities may set parking fines
90	20C	Excessive parking notices
90	20D	Removing parking notice (penalty)
233	79F	Proof of existence of public way
270	16	Disposal of garbage, etc., on a highway

**APPENDIX G**  
**SCHEDULE OF FINES**

1. No Beach Permit-\$50.00
2. Unauthorized Beach Permit-\$50.00
3. Parking Within 20' of Intersection-\$50.00
4. Parking Over 1 Foot From Curb-\$50.00
5. Parking Within an Intersection-\$50.00
6. Parking Upon a Sidewalk or Crosswalk-\$50.00
10. Parking within a Bus Stop-\$50.00
11. Parking within a Load Zone-\$50.00
13. Parking on a street during Snow Removal-\$50.00
14. Obstructing Fire/Police Station-\$50.00
15. Parking during Street Cleaning- \$50.00
16. Parking within a Rescue/Fire Lane-\$75.00
17. Handicapped Parking-\$100
22. Beach Parking Regulations-\$50.00
23. Tow Zone-\$75.00





## M e m o r a n d u m

**To:** Truro Board of Selectmen  
**CC:** Robert Lawton, Acting Town Administrator  
Charleen Greenhalgh, Acting Town Administrator  
**From:** Alice Boyd, Bailey Boyd Associates, Inc.  
**Subject:** FY14 CDBG Rehab Sub-Grantee Contracts  
**Date:** November 2, 2014

In late September an RFP was advertised and issued for a housing rehab sub-grantee for the recently awarded CDBG housing rehab program. The bid opening was held on October 15, 2014 and two bids responses were recorded. The two bidders were:

- Harwich Ecumenical Council for the Homeless (HECH)
- Community Development Partnership (CDP)

I have evaluated both bids according to the criteria included in the RFP and approved by the funding source. HECH was found to be "Advantageous" based upon the established criteria and the CDP was found to be "Highly Advantageous".

As a result I am recommending that the Town of Truro award the contract totaling \$121,525 for program delivery and \$511,283 for housing rehab loans (total contract award \$632,808) to the CDP. I look forward to working with the organization to insure the success of Truro's FY14 housing rehab program.

Attached please find three copies of contracts for the Vice Chair's signature. Please maintain one copy for your files and return two signed copies to me. The procurement file is available for your perusal at any time.

Please don't hesitate to let me know if you have any questions. We look forward to assisting local residents in the rehab of their homes in the very near future.

A handwritten signature in cursive script, appearing to read 'Alice', is written in the bottom right corner of the page.

**Agreement  
By and Between  
The Town of Truro  
and  
The Lower Cape Cod Community Development Corporation  
d/b/a the Community Development Partnership**

**THIS AGREEMENT**, made as of the 15th day of November 2014, by and between the Town of Truro (hereinafter referred as "the TOWN/CITY") and The Lower Cape Cod Community Development Corporation d/b/a the Community Development Partnership (hereinafter referred to as "the CONSULTANT").

**WITNESSETH THAT:**

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

**WHEREAS**, professional services relating to the implementation and administration of the Program are sought to assist the TOWN in the timely achievement of its Massachusetts CDBG FY 2014 CDBG Housing Rehabilitation Grant Program objectives.

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

- 1. ENGAGEMENT OF CONSULTANT:** The TOWN hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
- 2. SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the TOWN/CITY of TRURO, which is incorporated by reference herein as Attachment A.
- 3. RESPONSIBILITY OF THE TOWN:** The TOWN/CITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purposes of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
  - 3.1** The TOWN/CITY shall designate a project representative authorized to act on its behalf with respect to the project. The TOWN'S representative is Alice Boyd, telephone 508-430-4499.
- 4. REPORTING:** The CONSULTANT shall submit written reports to the TOWN/CITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of

**DATE DUE:** The 8<sup>th</sup> day of each new fiscal quarter, throughout the contract period, through grant close-out.

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

**6. TIME OF PERFORMANCE:** The services of the CONSULTANT are expected to commence on or about November 15, 2014 and shall be undertaken and completed in sequence so as to assure their expeditious completion.

**6.1** All services required hereunder shall be completed by December 31, 2015.

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

**7. COMPENSATION:** The Town shall reimburse the Sub-grantee for program expenses not to exceed \$511,283 for loans/grants as appropriated in line items 4C in the Grant Contract Approved Budget Breakdown and \$121,525 for Program Delivery as appropriated in line 4A. Reimbursement will be based upon invoices submitted with appropriate documentation as required by the Town. Invoices are due on the first day of each month for drawdown purposes.

**8. GENERAL PROVISIONS:**

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

**8.2 ACCESS TO RECORDS:** The CONSULTANT shall make all books, accounts, records, files, reports and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the Mass. CDBG, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his/her designee, the Secretary of Administration and Finance, and the State Auditor and his/her designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

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

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

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

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

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

**8.6 PROCUREMENT STANDARDS:** The CONSULTANT shall adhere to the requirements set forth in 24 CFR Part 85.36 and Mass. CDBG regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, Chapter 30, Section 39M; Chapter 149, Section 44A through 44J; and Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUBRECIPIENT shall maintain records



sufficient to detail the process for procurement.

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

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

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

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

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

**9. AVAILABILITY OF FUNDS:** The compensation provided by this Agreement is subject to the continued availability of federal funds for the CDBG Program, and to the continued eligibility of the Commonwealth and the TOWN/CITY to receive such funds.

**10. INDEMNIFICATION:** The CONSULTANT shall indemnify, defend and hold the TOWN/CITY harmless from and against any and all claims, demands, liabilities, actions, causes of action, cost and expenses caused by or arising out of the CONSULTANT's

breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the CONSULTANT's agents or employees.

11. **LICENSES:** The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the "Scope of Services", Attachment A, as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85.36 with respect to any bonding or other insurance requirements.
12. **CONFIDENTIALITY:** The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state regulation, including M.G.L., C. 66, Section 10, regarding access to public records.
13. **COPYRIGHT:** No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.
14. **CLOSEOUT:** The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass CDBG.
15. The following Certificate of Tax Compliance must be completed and submitted as part of this contract.

**Certificate of Tax Compliance**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor:

By:  \_\_\_\_\_  
Signature of authorized representative and title

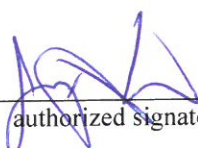
10/28/14  
Date

16. As the party agreeing to provide services or materials to the Town of Truro, the contracting party agrees that it shall not discriminate in its employment against any individual on the basis of race, color, religious creed, national origin, age, handicap when the person is qualified to perform the functions of his or her employment, marital status, sex, gender identity, sexual orientation, private sexual activity that does not involve minor children, genetic information, or ancestry unless it is based upon a *bona fide* occupational qualification or results from a lawful affirmative action program or the accommodation of other employees' handicap or religious practices.

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

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

**Approvals and Signatures**

By: TOWN OF TRURO	By: CONSULTANT
_____	_____
authorized signatory                      date	 10/28/14 authorized signatory                      date
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
_____	_____
Town Accountant                      date	Town Counsel                      date
Approval of Contract as to Appropriate Procurement Method	
_____	
Town Procurement Officer                      date	

**ATTACHMENT A:**

**HOUSING REHABILITATION  
SCOPE OF SERVICES**

The Sub-grantee shall perform the necessary project implementation services as presented in the Town's FY 14 CDBG Grant Application. These professional services will include:

- Oversight of all aspects of the housing rehabilitation program
- Preparation of all quarterly report documentation
- Preparation and submission of monthly draw down on the first day of each month
- Beneficiary qualification and full income documentation
- Individual environmental reviews of each property
- Procurement of federal lead paint risk assessor
- Procurement of licensed construction supervisor/rehabilitation specialist
- Qualifying contractors
- Contracting with homeowners
- Work write-ups, progress inspections, final inspections
- Processing of payment requests
- Management of housing rehab construction escrow account
- Maintenance of all program files
- Coordination and monitoring with Grant Administrator
- Monthly reconciliation of housing rehab escrow account with Grant Administrator
- Consistent coordination with local Weatherization Assistance Program regarding cross-referral, cost sharing and joint scheduling of projects.
- Provide "before" and "after" photographs of each project.
- Timely completion of agency audit
- Participation in the "paperless" grant management process
- Maintain all program files on Dropbox with original signatures maintained in hard copy
- All other responsibilities as itemized in the RFP and Bidder's Response



**ATTACHMENT B:**

**TOWN OF TRURO**

**METHOD OF SCHEDULE OF COMPENSATION**

Compensation shall be provided on a cost reimbursement basis as stipulated by line item in the approved grant agreement. Invoices must be sent with all back up to the Grant Administrator on the first day of each month. Compensation relies upon the receipt of drawdowns from the funding source.



# TOWN OF TRURO

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## Fiscal Year 2015 Goals and Objectives Updates October 28, 2014

### Introduction

The Truro Board of Selectmen has agreed to pursue the following goals and objectives for Fiscal Year 2015, July 1, 2014 through June 30, 2015. The goals and objectives are divided into six broad categories:

- TOWN FINANCE
- LONG RANGE PLANNING
- ENVIRONMENT
- TOWN SERVICES & PUBLIC SAFETY
- OUTREACH, COMMUNITY RELATIONS AND COMMUNICATION
- TOWN ADMINISTRATION

### TOWN FINANCE

**GOAL: TRURO WILL HAVE A BUDGET THAT PROVIDES FOR ESSENTIAL SERVICES, MINIMIZES BUDGETARY GROWTH AND IS SUSTAINABLE OVER THE LONG TERM.**

### ACTION ITEMS

1. The Board of Selectmen will pursue the following objectives in order to increase non property tax revenues to the town:
  - a. The Board of Selectmen will support the efforts of our representative to the Great & General Court of the Commonwealth of Massachusetts to gain approval of the Town's home rule petition to enable the Town to collect the local option rooms tax for short term vacation. *(New)The Town Administrator has sent a letter, on behalf of the Board of Selectmen, to our State Representative and State Senator notifying them of the vote at the 2014 ATM supporting the home rule petition and asking for the support of the legislation.*
  - b. The Town Administrator, Police Chief and Fire Chief will identify and apply for grant funding appropriate and relevant to the current and future needs of the Town of Truro to support the operations and enhancement of public safety and emergency management. *(New) The Fire Chief and his consultant have presented the Board the opportunity for a grant to purchase replacement Scott Pack, breathing apparatus, for firefighters. The Board of Selectmen has approved the application for the grant on 10/14/2014.*
  - c. The Town Administrator will evaluate the Town's grant seeking capacity and will make recommendations to the Board of Selectmen for ways to increase capacity in this area. *(New)The*

*Town Administrator has sent a letter to the Cape Cod Commission asking for an indication of the level of assistance in grant writing they can provide to the Town. We have received a call from the deputy Director of CCC stating that there County resources available to assist Truro with grant applications. A meeting will be set up with a representative of the CCC and the County Development Office to explore specific ways to assist the Town. On October 15, 2014 Charleen Greenhaulgh and Robert Lawton met with the CCC Deputy Director and County Grants person Ms. Bobbi Moritz and Ms. Lislle Richards to outline available County resources to assist the Town of Truro. The County agreed to provide the Town with significant assistance in developing grant applications. We will be submitting grant suggestions to the County after we poll staff for possible grant application topics. The County will look at specific grant possibilities and let us know the reporting requirements and other requirements which may impact the Town.*

2. The Board of Selectmen will conduct a comprehensive review of Town Fees in order to provide for reasonable and equitable fees that maximize income for the Town. The TA will prepare a complete list of all Town fees and recommend to the Board of Selectmen a process for reviewing Town fees that incorporates recommendations from Town Staff, relevant Boards and Committees and data regarding fee structures in other towns. *(Continuing-revised) We are currently compiling the lists of fees Truro currently charges. We are researching studies already completed by other Cape Towns on fees and will fill in any gaps to show comparisons with other similar Cape Towns. We will then make recommendations to the Board from affected Departments and the Administrator.*
3. The Board of Selectmen will establish fiscal policies to address unfunded Other Post-Employment Benefits based on recommendations from the Finance Committee and the Town Administrator. *(New)The Town Administrator and Accountant have developed several options which they are discussion and will submit to the Finance Committee for review and ultimately present to the Selectmen for adoption.*
4. The Town Administrator will report to the Board of Selectmen on actions taken to respond to the Auditor's Management Recommendations contained in the two most recent audits. *(New) I have reviewed the FY 12 and FY 13 audit recommendations. Several recommendations have been implemented. The balance will be assigned to individuals for action. A separate report will be submitted to the Selectmen on each of the audit recommendations. See Audit update*

## LONG-RANGE PLANNING

**GOAL: TRURO WILL USE PLANNING AS A MEANS TO:**

- A. PREPARE FOR THE FUTURE;**
- B. IDENTIFY PROBLEMS AND ROADBLOCKS AS A WAY OF INFORMING EFFECTIVE SOLUTIONS AND POLICY;**
- C. PRIORITIZE RESOURCES;**
- D. DEVELOP PUBLIC POLICY;**
- E. COORDINATE SERVICES; AND,**
- F. EDUCATE AND ENGAGE CITIZENRY.**

5. The Board of Selectmen will continue to review and update the Town Charter by

- a. Considering changes proposed by the Charter Review Commission and recommending proposals to the Annual Town Meeting **(Continuing-revised) WORTHINGTON & WEINSTEIN**
  - b. Placing changes approved at the 2014 Annual Town Meeting on the November 4, 2014 election ballot. *(new) I submitted to the Board information submitted by the Town Clerk who has stated that in her conversations with the State Election Board the Town cannot place the Charter questions on the November 2014 State ballot. ( see memo in 7/8 packet)*
6. The Board of Selectmen, working with the Housing Authority and other Town Committees, will hold a Summit on Community Housing to develop recommendations for changes in policies, programs and by-laws to increase the availability of affordable/community housing. **(revised) WISOTZKY**
  7. The Board of Selectmen will revitalize the Economic Development Committee and work with them to identify strategies for supporting sustainable economic development in the Town. **(Continuing)WORTHINGTON & WISOTZKY**
  8. The Board of Selectmen will work with the Building Committee, the DPW Director, and the Town Administrator to develop a feasibility and cost study of the potential options to move the DPW facility off Town Hall Hill by building or acquiring a new facility. **(Continuing)WORTHINGTON I have secured the name of the Mass DOT official we need to speak with to determine the availability of the Mass DOT facility on Route 6 and or the 7 acre parcel in North Truro. The DPW Director and I will contact the appropriate person and set a meeting time, with the Selectmen contact. I have spoken to the Mass DOT representative and, at his request, sent him plans of the two areas we are interested in. He is having his staff review the requests and will set up a time to visit Truro and review the requests on site. We have sent follow up emails and made telephone contact with the DOT office to attempt to arrange an onsite meeting to review options. To date we do not have a firm date to meet.**
  9. The Board of Selectmen will catalogue and review all of the Board's Policy Memorandums to identify those in need of update or deletion. The Board of Selectmen will work to complete revision of policies by the end of FY2015. **(new) WISOTZKY A PDF file of all the Selectmen Policies has been provided to Mr. Wisotzky and Ms. Burgess to start the review. Mr. Wisotzky reported that the review has started and the Board agreed that submissions for changes will be submitted several at a time and not individually.**

## **ENVIRONMENT:**

**GOAL: THE TOWN OF TRURO WILL HOLD AS A PRIORITY THE PROTECTION OF OUR ENVIRONMENT AND OUR NATURAL RESOURCES.**

10. The Board of Selectmen, the Beach Commission, the Town Planner and the Police Chief/Emergency Management Director will initiate a process for developing long-term solutions to the effects of erosion at Ballston Beach and resulting flooding of the Pamet River Valley. **(Continuing-revised) BURGESS Ms. Burgess will be contacting the National Seashore to determine what studies they have completed on both goals 10 and 11. The Town Administrator and DPW Director will be viewing the situations and then meet with Ms. Burgess to discuss solutions. Ms. Burgess and Charleen Greenhalgh have found several existing studies on erosion control and possible solutions. Those studies are being reviewed.**



11. The Board of Selectmen, the Beach Commission, the Town Planner and the DPW Director will develop a long-term plan for the likely loss of parking spaces at Town beaches due to coastal erosion. *(New-revised) BURGESS We are reviewing prior studies on beach parking areas and have viewed the sites. We will submit a summary of prior studies and recommendations.*
12. The Town Administrator will conduct a comprehensive risk assessment that addresses issues related to climate change such as increased coastal erosion, sea-level rise and more powerful weather events and the impact these issues/events will have on Town property and services. *(New) BURGESS*

## **TOWN SERVICES & PUBLIC SAFETY**

**GOAL: THE TOWN OF TRURO WILL PROVIDE FOR CURRENT AND ANTICIPATED NEEDS OF ITS CITIZENRY THROUGH THE PROVISION OF SERVICES INCLUDING PUBLIC SAFETY IN A STATE-OF-THE-ART FASHION THAT UTILIZE BEST PRACTICES AND THAT ARE EFFICIENT AND AFFORDABLE.**

13. The Board of Selectman, in conjunction with the Fire Chief, will implement recommendations contained in the Truro Fire and Rescue Advisory Committee (TFRAC)'s February 2014 report including conducting and completing a search for a full time Fire Chief by June 30, 2015. *(new) WISOTZKY Selectman Wisotzky, Chief Davis, R. Loomer R. Lawton, C. Greenhalgh ,J. Dolan met recently to move forward in implementing the recommendations of the Fire/Rescue report. The Chief has control of his overtime obligations and is proceeding to be ready to present candidates to be named fire fighters by the Selectmen. Selectman Wisotzky is working with counsel and the Chief on other policy matters to be presented to the Selectmen. The Fire Chief and Mr. Loomer have a second draft of rules and regulations to be presented to the Board of Selectmen in October. They will also review operating procedures with the Board as information as the Selectmen are not required to adopt operating procedures. The Board of Selectmen have adopted new rules and regulations for the Fire Department on October 13, 2014. The Selectmen have authorized the Fire Department consultant to proceed to advertise for a new Fire Chief.*
14. The Board of Selectmen, working with the Board of Health and the Recycling Committee will explore ways to reduce the amount of solid waste handled through the Transfer Station by: *(Continuing)*
  - a. Increasing recycling and exploring more aggressive use of composting
  - b. Exploring fee structures such as PAYT (Pay as You Throw) that will reduce solid waste disposal costs **WEINSTEIN** *Mr. Weinstein and the Chair, has invited the Board of health and Recycling Committee to the Board of Selectmen meeting on September 23d to start the discussion on PAYT. Board of Selectmen have met with representatives of the BOH and Recycling Committee and have adopted a charge for a new study committee to review the PAYT/SMART options. The next step will be to formalize the appointments of persons to the committee so they may start work.*
15. The Board of Selectmen will work with the Chief of Police and the Bike and Walkway Committee to develop a safe roadway agenda that addresses the needs of currently "dangerous" roads as well as the expansion of safe bike-ways. *(Continuing) BURGESS*

16. The Police Chief will arrange for an emergency management training for the Board of Selectmen so that the Board members may better understand their roles and legal responsibilities. *(Continuing-revised)*  
**COBURN**
17. The Board of Selectmen will review the Town’s General By-law regarding Alcoholic Beverages (Chapter III Public Health, Section 1 Alcoholic Beverages) and Policy Memorandum #14 (**LICENSE APPROVAL AND RENEWAL PROCEDURES**) recommend any changes that may be needed to accommodate special events and provide consistent policy guidance for Department Head approvals. *(Continuing)* **WORTHINGTON Nicole Tudor, in the Town Administrator office, is reviewing the Policy Memorandum and will make recommendations for changes, if necessary, to the Board of Selectmen.**
18. The Board of Selectmen will consider proposals from the Town Administrator to comply with new State regulations regarding the kenneling of lost and stray pets. *(new)* **The Town Administrator is reviewing the State Regulations regarding kennels and will make a recommendation on how to proceed to comply with the law. After research determined that there is no requirement for a Town to have a kennel we started working on developing an animal shelter option. We are going to work regionally with Wellfleet and possibly other communities to present options to the Towns. The Town Administrators in Wellfleet and Truro have sent a letter to the Sea Shore to see if there are any buildings available in the Highland area which could be used for a temporary animal shelter. No response has been received to date. However, Ms. Burgess has contacted the National Seashore and they will be responding within the next several weeks to our request.**

**OUTREACH, COMMUNITY RELATIONS AND COMMUNICATION**

**GOAL: TRURO WILL HAVE AN OPEN GOVERNMENT THAT ENGAGES AND INVOLVES ITS CITIZENRY.**

19. The Board of Selectmen will strengthen outreach and communication efforts to more effectively engage all residents in the affairs of Town government *(Continuing)*
- a. An individual, designated by the Town Administrator, will be responsible for ensuring that each Town Department’s information on the Town’s Website is up-to date. *(New)* **The Town Administrator, with the concurrence of the MIS Director, suggested and the Board of Selectmen approved an extension to the current contract we have with the person who records the Selectmen meetings, Ms. Eliza Harned, to expand her contract to update the Town’s web site and be the point person for new information to be put on the site. Goal completed.**
  - b. The Town Administrator will recommend ways to
    - i. Increase use of the Town’s website by residents & visitors **The Town Administrator will work with Eliza Harned and the MIS Director to develop opportunities for residents and visitors to access the site. Ms. Harned is studying the procedures to expand use of the town web site by committees and departments. She is working with the MIS Director on an implementation schedule.**
    - ii. Use Social Media to inform residents, property owners and visitors on civic community affairs and emergency notification, preparedness and services. *(New)*
  - c. The Town Administrator will negotiate a contract for the publication of official public notices in the Provincetown Banner. *(New)* **The Town Administrator has contacted the Banner to determine the costs, etc. The Banner is undergoing a change in management and our contact**

*person has stated she will contact the TA with the name of the new person in charge on legal ads. After negotiations I will forward the results to the Board of Selectmen. We have been in contact with a representative of the CCT/Banner and they are putting together a proposal for the Town's legal ads. We are hopeful that we will receive the information soon. We have received the new price schedule from the Banner and we are presenting the figures to the Selectmen for review on September 23d.*

- d. The Town Administrator will make all Board of Selectmen agendas and meeting materials available in electronic form and available on the Town's website in advance of all posted meetings *(New) The Town Administrator, the MIS Director, and Staff have implemented the Dropbox system for all Selectmen meeting packets and agendas. The next step will be to make the Dropbox available on the Town web site. This goal will be completed by September 2015. The Selectmen packets are now available on the Town web site for public access. This goal has been completed.*
- e. The Board of Selectmen will work with the Moderator to identify and implement strategies to increase attendance at Town Meeting and make Town Meeting more engaging, understandable and less confusing. **COBURN**

20. The Board of Selectmen and the Chairs of the Town's Committees and Boards will strengthen compliance with the State's Open Meeting Law, Ethics Law and Public Records Law. *(Continuing-revised)*

- a. The Board of Selectmen with the support of the Town Administrator and the Police Chief will develop a Code of Conduct for members of all elected and appointed Committees and Boards. *We have received a copy of another town's code of conduct and we are reviewing and modifying the code to fit Truro. The Chief and I will make a recommendation after our modifications are complete. A first draft of a Code of Conduct has been prepared and submitted to the Chair for review. After receiving corrections and comments we will submit a second draft to the full Board of Selectmen for review. The final draft of the Code of Conduct has been adopted at the Selectmen meeting on October 28, 2014. Copies are being sent to all employees and committees.*
- b. The Town Administrator will arrange for initial and ongoing training on the State's Open Meeting Law, Ethics Law and Public Records Law for all Town Committee Chairs and members as well as related Town Staff. *We are working with legal counsel to arrange for onsite training for the items above. No dates have been arranged as of this update. We have received a proposal from bargaining Counsel to provide training. Dates need to be set to start the process.*
- c. The Town Administrator will arrange for the provision of training and/or materials on civic participation, leadership and meeting management to all Town Committee Chairs and related Town Staff. The Town Administrator will develop a system for monitoring and ensuring all Town Elected and Appointed Officials and Town Staff complete the on-line Ethics Test administered by the State Ethics Commission on a regular basis. *The Town Administration staff have developed an ongoing chart to show individual and committee members who have completed the required courses and a chart showing who has not met the requirement. We will develop a recommended policy for the Selectmen to consider for adoption to ensure compliance with the education requirements.*
- d. The Town Administrator will develop policies and systems for ensuring that all Town Employees complete the State Ethics Law Training as a condition of employment. *Same as 20 c.*

- e. The Board of Selectmen will develop policies and systems for ensuring that members of all appointed Town Boards and Committees complete the State Ethics Law Training as a condition of appointment. **COBURN** *Same as 20 c.*

- 21. The Board of Selectmen, working with the Cable & Internet Advisory Committee will
  - a. identify ways to ensure broadband internet service is available in all areas of the Town. **(Continuing)\_WEINSTEIN & WISOTZKY**
  - b. review the Town’s contract with Comcast and monitor compliance with the terms of the contract including expansion of service. **(Continuing) WEINSTEIN & WISOTZKY** *I have reviewed the contract extension with Comcast and have sent a letter to the Comcast Local Affairs office asking for an update in the commitments that Comcast made. Dependent upon the answer I may suggest that a Comcast representative appear before the Selectmen to answer questions. As of September 17 there has been no response to our July 30 letter. A follow up call has been made to Ms. Mary O’Keefe, the Town contact from Comcast, and we are awaiting a reply to the voice message which was left. We have made additional written and telephone contacts with Comcast and have had no response. Mr. Coburn will contact a representative at the corporate level to see if any action can happen. The staff is gathering information on recent surveys to determine specific Town needs and locations for cable installation.*

## **TOWN ADMINISTRATION**

**GOAL: THE TOWN ADMINISTRATION OF TRURO WILL:**

- A. UTILIZE BEST PRACTICES;**
- B. BE OF AN APPROPRIATE SIZE;**
- C. HAVE A STAFF THAT IS ADEQUATELY AND FAIRLY COMPENSATED;**
- D. UTILIZE INTER-GOVERNMENTAL COOPERATION WHEN APPROPRIATE;**
- AND,**
- E. IS SUSTAINABLE.**

- 22. The Town Administrator, Police Chief & Fire Chief will develop and implement a system to enhance communication with Town Employees (Policy changes, Department or employee tasking, notification to Departments affected by specific actions/changes, strategic direction) **(New) The Town Administrator will hold regular Department head meetings to insure that staff is up to date on all new policies and changes. The first Department Head meeting is scheduled for 8/27. Department Head meeting will be held on the Wednesday after the last Selectmen meeting each month to provide information and updates.**
- 23. The Board of Selectmen will review legal services needed by Town Government, and how to best provide them. **(Continuing) COBURN & WEINSTEIN** *The Town Administrator has submitted to the Selectmen an example of how to secure requests for qualifications from individual attorneys and or legal firms to provide general counsel services. At the Board of Selectmen meeting on September 9 authorization was given to develop an RFQ for general legal services. A draft has been created and is being reviewed by the Selectman subcommittee. Requests for Qualifications letters have been sent to seven attorney’s and firms requesting a response by November 14.*
- 24. The Board of Selectmen will review and implement recommendations of the wage and classification study. **(Continuing) WISOTZKY** *The job descriptions have been submitted to departments for review.*



*Review will end July 18 and the changes will be submitted to the consultant. Once revised the consultant will match the descriptions to the suggested pay scales. An update on the status of this project will be given at the August 12<sup>th</sup> Selectmen meeting. 90% of the job descriptions have been submitted to the consultant. We are awaiting a response. Once received we will do a one week review and return the descriptions to the Consultant for final printing and assignment of suggested wage rates for each position. The Consultant stated that this should be completed by the first part of September 2014. We have been pushing the consultant to finish the review and update of the job descriptions submitted a number of weeks ago. We are hopeful that the consultant will complete her second drafts and submit them to us by September 19<sup>th</sup>. We will then distribute the descriptions to employees for a final review. Revised job descriptions were received on October 13, 2014. Staff copied all the descriptions to affected departments who reviewed them and returned the descriptions to the Town Administrator on Wednesday October 22<sup>nd</sup>. The revised descriptions were reviewed by the Co-Town Administrators and forwarded to the consultant on October 23d and October 24. We have received and are reviewing the classification study and the description workbook.*

25. The Board of Selectmen will complete renegotiation of multi-year labor contracts with AFSCME (DPW employees) LIUNA, Police Federation and Communicators (Dispatchers) by November 1<sup>st</sup>. *(new) COBURN I have reviewed all of the union contracts and have made notes on suggested changes. I have also asked several department heads for recommendations for changes in language. Once I receive the recommendations I will forward a package to Atty. Jack Dolan for review. After his review we will set a meeting with the Selectmen in executive session to review the recommendations and receive authority to move to bargaining. The Board of Selectmen and Co-Administrators have met with bargaining Counsel and the Selectmen have approved guidelines for negotiations.*
26. The Board of Selectmen will revise evaluation forms for the Town Administrator, the Police Chief and the Fire Chief. *(Continuing & New) WISOTZKY I have reviewed material submitted by the Police Chief on evaluations and have made comments back to the Chief. The Chief and I will be meeting during the week of August 25 and will forward a recommendation to the Selectmen for review and adoption. The Police Chief and I have met and agreed upon an evaluation form. The form has been submitted to Mr. Wisotzky for review. If approved we will submit the form to the full Board for adoption.*
27. The Town Administrator, the Police Chief and the Fire Chief will identify ways to reduce costs and/or improve performance by working collaboratively with neighboring towns and entities, including the Cape Cod National Seashore and Barnstable County. *(Continuing-revised) WEINSTEIN*

Submitted:

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Robert C. Lawton Jr.  
Co-Interim Town Administrator

Town of Truro