



Truro Board of Selectmen Meeting Agenda

Wednesday, May 11, 2016

Regular Board of Selectmen Meeting - 5:00pm

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

1. PUBLIC COMMENT

- A. Open the Regular Meeting
- B. Public Comment Period - *The Commonwealth's Open Meeting Law limits any discussion by members of the Board of an issue raised to whether that issue should be placed on a future agenda*

2. PUBLIC HEARINGS NONE

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

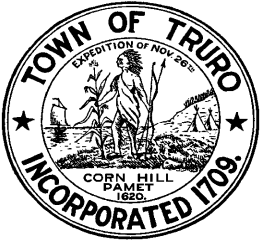
- A. Election of Board of Selectmen Officers (Chair, Vice-Chair and Clerk)
Presenter: Board of Selectman
- B. Review and Approve Selectmen Liaison Assignment
Presenter: Board of Selectman
- C. Review, Refine and Affirm FY17 Goals and Discussion of Uncompleted and Possible new Objectives
Presenter: Jay Coburn, Selectman
- D. Discussion of Year-To-Date expenditures through the 3rd quarter
Presenter: Trudi Brazil, Town Accountant

6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 1. Town of Truro Agreement with PMG Mechanical (HVAC System)
 2. Town of Truro Agreement with MJT Enterprises Inc. dba Cape Cod Oil Company for supply and delivery of Fuel Oil for Fiscal 2017
 3. 2015 Green Communities Grant Contract Extension for thermostat conversion at Truro Central School
- B. Review and Approve Renewal of Seasonal Licenses: North of Highland Campground Area LLC (Transient Vendor & Pool Tables), Adventure Bound Camping Resort at Hortons (Transient Vendor), Adventure Bound Camping Resort (Transient Vendor); Lewis Brother's Ice Cream Truck (Hawker Peddler)
- C. Acceptance of Donation from Kidde (24 Worry-Free alarms)
- D. Review and Approve Regular Board of Selectmen Minutes – April 11, 2016 April 19, 2016 & April 26, 2016

7. SELECTMEN AND LIAISON AND TOWN ADMINISTRATOR REPORTS

8. NEXT MEETING AGENDA: Tuesday, May 24th



Agenda Item: 5A

TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

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

REQUESTED MEETING DATE: May 11, 2016

ITEM: Election of Board of Selectman Officers

EXPLANATION: Annual election of the Chair, Vice Chair and Clerk of the Board.

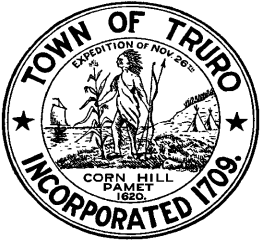
SUGGESTED ACTION:

Motion to approve _____ as Chair of the Board of Selectmen.

Motion to approve _____ as Vice Chair of the Board of Selectmen.

Motion to approve _____ as Clerk of the Board of Selectmen.

ATTACHMENTS: None



Agenda Item: 5B

TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

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

REQUESTED MEETING DATE: May 11, 2016

ITEM: Approval of Board of Selectmen Liaisons

EXPLANATION: Review and approve Board of Selectman liaisons to other appointed and elected committees.

SUGGESTED ACTION: *Motion to approve the revised list of liaison assignments.*

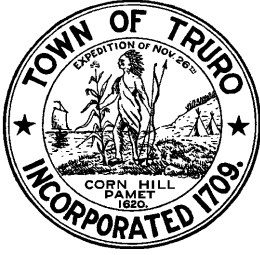
ATTACHMENTS:

1. Liaison assignments
2. Liaison Policy

BOARD	MEETING TIME	CHAIR	CURRENT LIAISON	NEW LIAISON
Agricultural Commission	As needed at Town Hall	David DeWitt	Coburn	
Appeals, Zoning Board of	3rd or 4th Monday at 7PM at Town Hall	Bertram Perkel	Coburn	
Assessors, Board of	As needed at Town Hall	R. Bruce Boleyn	Coburn	
Beach Commission	Wednesdays as needed at Truro Public Library	Eliza Harned	Worthington	
Bike and Walkways Committee	Public Safety Facility	Cathy Haynes	Weinstein	
Cable and Internet Advisory Committee	As needed at Town Hall	TBD	Weinstein	
Cemetery Commission	3rd Tuesday at 10AM at Town Hall	Robert Masson	Burgess	
Charter Review Committee	as needed	Phil Smith	Weinstein	
Commission on Disability	1st Friday at 3PM at Town Hall	Susan Howe	Burgess	
Community Preservation Committee	As needed at Town Hall	Deborah McCutcheon & Mary Rose	Wisotzky	
Conservation Commission	1st Monday at 7PM at Town Hall	Deborah McCutcheon	Worthington	
Council on Aging Board	2nd Tuesday at 9AM at Council on Aging	Bonnie Sollog	Wisotzky	
Cultural Council	As needed	Kenneth Hawkey	Burgess	
Economic Development Committee	Not Meeting-No response from Comm.	TBD	Worthington	
Energy Committee	Fridays once a month at Town Hall	Brian Boyle	Coburn	

BOARD	MEETING TIME	CHAIR	CURRENT LIAISON	NEW LIAISON
Finance Committee	As needed at Town Hall	Robert Panessiti	Wisotzky	
Fire & Rescue Department		Tim Collins	Wisotzky/ Worthington	
Health, Board of	1st and 3rd Tuesdays at 4:30PM at Town Hall	Tracey Rose	Weinstein	
Historical Commission	As needed at Town Hall	Chuck Steinman	Weinstein	
Historical Review Board	As needed	Matthew J. Kiefer	Weinstein	
Housing Authority	As needed	Carl J. Brotman	Wisotzky	
Human Services Committee	As needed	TBD	Burgess	
Library Trustees	3rd Wednesday at 9:30AM at Truro Public Library	Barbara Wood	Weinstein	
Open Space Committee	2nd Monday at Town Hall	Nick Norman	Coburn	
Pamet Harbor Commission	2nd Thursday at 7PM at Public Safety Facility	Timothy L. Silva	Worthington	
Planning Board	Alternating Tuesdays at 6PM at Town Hall	Lisa Maria Tobia	Coburn	
Police Department	To Be Determined	Kyle Takakjian	Coburn	
Recreation Commission	As needed at Community Center	TBD	Wisotzky	
Recycling Committee	1st Monday at 2PM at Town Hall	Norman "Tippy" Scherer	Burgess	
School Committee	Tuesday or Thursday at 5PM at Truro Central School	Theresa L. Humes	Burgess	

BOARD	MEETING TIME	CHAIR	CURRENT LIAISON	NEW LIAISON
Shellfish Advisory Committee	As needed at Town Hall	Scott Lindell	Worthington	
Taxation Aid Committee	As needed at Town Hall	R. Bruce Boleyn	Worthington	
Town Building Committee	Not meeting			
Truro Concert Committee	As needed at Truro Public Library	Patricia Wheeler	Worthington	
Water Resources Oversight Committee	Wednesday at Town Hall	Kevin Kuechler	Burgess	



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

Tel: (508) 487-2702 Fax: (508) 487-7262

Policy Memorandum #34

Date: May 26, 2004

Subject: Liaison Policy

The Truro Board of Selectmen hereby adopts the following policy for Board of Selectmen Inter-working and Communication with other Town Multi-member Boards, Committees, and Commissions:

1. Liaison Procedures

- a. Every multi-Member Body will be assigned to a member of the Board of Selectmen for liaison purposes.
- b. The liaison Selectman will not be expected to attend every meeting of the multi-Member Bodies to which he/she is assigned, but should attend meetings when significant issues are being discussed/resolved in order to stay informed of such issues and to relay pertinent information to the entire Board of Selectmen. Absent such significant issues, the liaison Selectman should attend at least two meetings per year of those multi-Member Bodies to which he/she is assigned.
- c. The liaison Selectman will establish a working relationship with the Chairman of each multi-Member Body to which he/she is assigned. The result of such a working relationship should be regular communication (telephone, email, consultation, etc.) between the two parties, particularly with regard to issues related to the Board of Selectmen's responsibilities.
- d. The liaison Selectman will be the point-of-contact for those multi-Member Bodies to which he/she is assigned for the purpose of referring issues to the Board of Selectmen for their information, consideration, or action and for providing Board guidance, assistance, and direction to the multi-Member Bodies.

2. Multi-Member Body Responsibilities

- a. Forward a copy of all Meeting Minutes to the assigned liaison Selectman.
- b. Inform the liaison Selectman of any significant issues related to the Board of Selectmen's responsibilities – the Chairman of the Multi-Member Body is to be the interface with the liaison Selectman.
- c. Request, via the liaison Selectman, a joint meeting with the Board of Selectmen when the multi-Member Body determines that:
 - i. an issue requires the action of the Board,
 - ii. direction from the Board is needed, or

iii. specific information or guidance needs to be provided to the Board on an issue under the purview of the multi-Member Board.

d. For those multi-Member Bodies where members are appointed by the Board of Selectmen (or jointly with the Board of Selectmen), a vacancy on such a Body should be immediately reported to the Town Administrator and the Board of Selectman, through the liaison Selectman, so that an appropriate and timely replacement can be appointed.

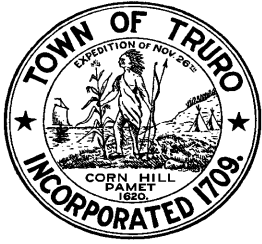
Alfred Gaechter, Chairman

Christopher R. Lucy, Vice-Chairman

Gary Palmer, Clerk

Lloyd F. Rose

Paul J. Asher



Agenda Item: 5C

TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: May 11, 2016

ITEM: Discussion on Refining and Affirming FY17 Goals and Discussion of Uncompleted and Possible New Objectives

EXPLANATION: Discussion to reaffirm the current goals and review of the 2016 objectives as a basis for development of the 2017 Goals and Objectives.

FINANCIAL SOURCE (IF APPLICABLE): N/A

SUGGESTED ACTION: *MOTION TO*

ATTACHMENTS:

1. FY16 Goals and Objectives
2. FY16 Goals and Objectives Quarterly Progress Report



TOWN OF TRURO

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

Values and Fiscal Year 2016 Goals and Objectives

July 14, 2015

VALUES:

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

Excellence:

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

Integrity:

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

Openness and Transparency:

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

Historic and Environmental Protection:

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

Fiscal Integrity:

We believe in sound fiscal policy and practice.

Diversity:

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

GOALS AND OBJECTIVES:

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

The goals and objectives are divided into five broad categories:

- TOWN SERVICES
- FISCAL MANAGEMENT

- PUBLIC SAFETY
- COMMUNITY SUSTAINABILITY
- COMMUNITY ENGAGEMENT & GOVERNANCE

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

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

TOWN SERVICES

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

- TS1. The Town Administrator will conduct a comprehensive review of the staffing structure of the Town and propose changes necessary to further this goal.
- TS2. The Town Administrator will meet regularly with the Town Administrators of Provincetown and Wellfleet to explore opportunities for greater collaboration, shared programs and services, and to jointly address issues related to infrastructure.
- TS3. The Town will continue to work closely with the Cape Cod National Seashore and Barnstable County exploring opportunities for efficiencies and shared programs and services. *(Continuing)*
- TS4. The Board of Selectmen will revise Policy Memo #17 regarding maintenance and snow removal on private roads to differentiate between private roads, private roads in subdivisions and roads within the Cape Cod National Seashore.
- TS5. The Town Administrator will explore the development of alternative beach parking including the feasibility of permitting privately run shuttle bus services to access town beaches and attractions for the summer of 2016.
- TS6. The Town Administrator will facilitate a discussion with the Regional Transit Authority and private transportation services to initiate the development of a coordinated transportation system for the community that will improve access for year round and summer residents to Town beaches, Post Offices, Town Hall, Community Center, Library and Council on Aging.
- TS7. The Board of Selectmen, working with the Board of Health and the Recycling Committee will explore ways to reduce the cost of solid waste disposal handled through the Transfer Station by: *(Continuing)*
 - 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
 - c. Consider and implement the recommendations of the PAYT/SMART Committee

- TS9. The Town Administrator will increase the availability of Web-based municipal services.
- TS10. The Board of Selectmen will revise evaluation forms for the Town Administrator, the Police Chief and the Fire Chief. *(Continuing)*
- TS11. The Police Chief and Town Administrator will complete an update of the Town's Hazard Mitigation Plan. *(continuing)*

FISCAL MANAGEMENT

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

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

PUBLIC SAFETY

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

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

COMMUNITY SUSTAINABILITY

THE TOWN OF TRURO WILL SUPPORT POLICIES AND PROGRAMS THAT:

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

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


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

COMMUNITY ENGAGEMENT & GOVERNANCE

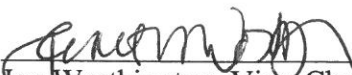
THE TOWN OF TRURO WILL HAVE AN OPEN AND TRANSPARENT GOVERNMENT THAT PROACTIVELY ENGAGES AND INVOLVES THE TOWN'S RESIDENTS.

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


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



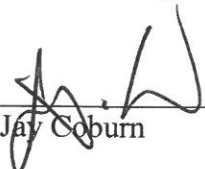
Paul Wisotzky, Chairman



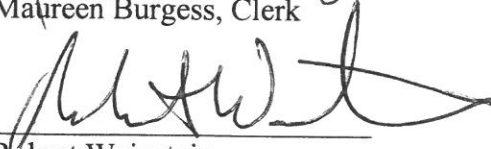
Jan Worthington, Vice-Chair



Maureen Burgess, Clerk



Jay Coburn



Robert Weinstein
Board of Selectmen

Fiscal Year 2016 Goals and Objectives

TOWN SERVICES

The Town of Truro will provide efficient and effective municipal services that meet the needs of year-round residents, part-time residents and visitors.

TS1	The Town Administrator will conduct a comprehensive review of the staffing structure of the Town and propose changes necessary to further this goal.
<p>1st Quarter: Draft submitted to BOS 10/28.</p> <p>2nd & 3rd Quarter: BOS approved Phase 1 of the reorganization on December 8, 2015; vacant Assistant Town Administrator position was advertised, part time Town Planner position included in 2017 budget.</p>	

TS2	The Town Administrator will meet regularly with the Town Administrators of Provincetown and Wellfleet to explore opportunities for greater collaboration, shared programs and services, and to jointly address issues related to infrastructure.
<p>1st Quarter: Ongoing. Met with Provincetown on 10/5; meeting scheduled for 11/9.</p> <p>2nd & 3rd Quarter: Mutual Aid Agreement with Provincetown signed at joint meeting with the Provincetown Board of Selectmen on February 11, 2016. Biweekly meetings scheduled with Provincetown TM. Wellfleet on hold due to retirement of TA.</p>	

TS3	The Town will continue to work closely with the Cape Cod National Seashore and Barnstable County exploring opportunities for efficiencies and shared programs and services. (Continuing)
<p>1st Quarter: Ongoing Purchasing and IT work; Grant requests recently submitted.</p> <p>2nd & 3rd Quarter: Ongoing group procurement opportunities with Barnstable county. IT staff support; email installation and new phone system procurement and installation through Barnstable county. Preliminary Discussions with CCNS on parking scheduled for 4th quarter.</p>	

TS4	The Board of Selectmen will revise Policy Memo #17 regarding maintenance and snow removal on private roads to differentiate between private roads, private roads in subdivisions and roads within the Cape Cod National Seashore.
<p>1st Quarter: Draft to BOS 11/12. Approved on December 15, 2015. COMPLETED</p>	

TS5	The Town Administrator will explore the development of alternative beach parking including the feasibility of permitting privately run shuttle bus services to access town beaches and attractions for the summer of 2016.
<p>1st Quarter: “Parking” Committee in process.</p> <p>2nd & 3rd Quarter: Staff committee has identified all public parking in Town; meeting scheduled with CCNS to discuss parking.</p>	

TS6	The Town Administrator will facilitate a discussion with the Regional Transit Authority and private transportation services to initiate the development of a coordinated transportation system for the community that will improve access for year round and summer residents to Town beaches, Post Offices, Town Hall, Community Center, Library and Council on Aging.
<p>1st Quarter: Initial conversation last Spring-Process Ongoing.</p> <p>2nd & 3rd Quarter: Selectperson Worthington and the Town Administrator met with the RTA to discuss a shuttle. The RTA provided a draft proposal. The next step is for staff to work with the staff from the RTA to develop a plan for consideration for FY 2018.</p>	

TS7	<p>The Board of Selectmen, working with the Board of Health and the Recycling Committee will explore ways to reduce the cost of solid waste disposal handled through the Transfer Station by:</p> <p><i>(Continuing)</i></p> <ul style="list-style-type: none"> 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. c. Consider and implement the recommendations of the PAYT/SMART Committee.
<p>1st Quarter: SMART Committee Report completed, on 12/1 Agenda.</p> <p>2nd & 3rd Quarter: The Board of Health is considering the PAYT program. The 2017 budget includes a reconfiguration of the Transfer Station operation and implementation of single stream recycling. The Health Board is considering a fee increase for the Transfer Station and elimination of single bag disposal with no sticker.</p>	

TS8	<p>The Town Administrator and Licensing staff will review all policies and procedures regarding licensing approval and renewal and will recommend changes to the Board of Selectmen for adoption of Licensing Rules and Regulations and changes as necessary to Policy Memorandum #14.</p>
<p>1st Quarter: Ongoing.</p> <p>2nd & 3rd Quarter: The Board of Selectmen transferred authority to the Town Administrator for approval of use of Town owned property, bike and road races, staging/beach access permits and Filming Agreements. Licensing Staff is preparing revisions to licensing procedures.</p>	

TS9	The Town Administrator will increase the availability of Web-based municipal services.
<p>1st Quarter: Ongoing-researching several software packages (CRM, Beach & Transfer Station Stickers, Recreation) for inclusion in 2017 Budget requests.</p> <p>2nd & 3rd Quarter: Beach and Transfer station software request in current year free cash transfer at ATM. Recreation software included in 2017 Capital Budget request.</p>	

TS10	The Board of Selectmen will revise evaluation forms for the Town Administrator, the Police Chief and the Fire Chief. (Continuing)
<p>2nd & 3rd Quarter: The Town Administrator evaluation form is completed.</p>	

TS11	The Police Chief and Town Administrator will complete an update of the Town's Hazard Mitigation Plan. (Continuing)
<p>1st Quarter: In process.</p> <p>2nd & 3rd Quarter: Staff is working with the Cape Cod Commission, funded by a grant, to complete the plan.</p>	

FISCAL MANAGEMENT

The Town of Truro will develop short and long-term fiscal policies that increase revenue from sources other than property taxes and minimize annual budget growth.

FM1	The Board of Selectmen will renew the Town Meeting Vote in support of a Home Rule Petition to extend the room's tax to short-term vacation rental of private homes and condominiums.
2nd & 3rd Quarter: An article to renew the vote is included in the 2016 Annual Town Meeting warrant.	

FM2	The Town Administrator will prepare quarterly financial reports for the Board of Selectmen.
1st Quarter: First Quarter Expenditure Report completed. 2nd & 3rd Quarter: Ongoing, report format completed for both revenue and expenditures.	

FM3	The Town Administrator will prepare revenue & expense reports for the following Departments/Functions: Pamet Harbor, Recreation, Beach, Transfer Station, Shellfish and the Council on Aging.
<p>1st Quarter: In process-anticipate completion with Budget submissions.</p> <p>2nd & 3rd Quarter: In process, first draft in May.</p>	

FM4	The Board of Selectmen, Finance Committee and Town Administrator will work to develop a five-year strategic plan for the Town.
<p>1st Quarter: Not initiated.</p> <p>2nd & 3rd Quarter: Not initiated.</p>	

FM5	The Board of Selectmen and the Finance Committee will work with the Town Administrator to develop a ten-year Capital plan for the Town.
<p>1st Quarter: Compiling requests for discussion during budget process.</p> <p>2nd & 3rd Quarter: The Five Year Plan is completed and included in the ATM warrant. The draft of years 6-10 requires additional analysis.</p>	

FM6	The Board of Selectmen will work with the Town Administrator to develop a feasibility and cost study of the potential options to move the DPW facility off Town Hall Hill by building or acquiring a new facility. (Continuing)
<p>1st Quarter: STM Article submitted to hire a consulting firm to complete analysis to include preliminary plans and cost estimates.</p> <p>2nd & 3rd Quarter: The article was approved; the feasibility study is on hold pending discussions with the State Department of Transportation regarding the State's Route 6 facility.</p>	

FM7	The Town will identify and apply for grants appropriate to undertake studies and special projects. (Revised/Continuing)
<p>1st Quarter: Ongoing as required. Green Community grant submitted and received to replace the heating controls at Truro Central School.</p> <p>2nd & 3rd Quarter: Ongoing as required. The Fire Chief has submitted two grants to the Assistance to Firefighter’s Program for breathing apparatus and for replacement of the Tanker.</p>	

FM8	The Board of Selectmen will annually conduct a comprehensive review of Town Fees in order to provide for reasonable and equitable fees that maximize income for the Town and work towards self-sustaining programming. (Revised/Continuing)
<p>1st Quarter: Ongoing, will be included with budget submissions.</p> <p>2nd & 3rd Quarter: Fees for the Harbor were approved by the State. The Fire Chief will submit a request for fee increases to the BOS. Recreation fees are pending a quorum of the Recreation Commission.</p>	

FM9	The TA will develop a fiscal policy manual that covers new accounting requirements including addressing unfunded OPEB benefits, auditor's recommendations and sound business practices.
<p>1st Quarter: Ongoing, expect draft in 4th Quarter.</p> <p>2nd & 3rd Quarter: Ongoing.</p>	

PUBLIC SAFETY

The Town of Truro will provide high quality and cost effective police, fire and emergency services to residents and visitors in coordination and collaboration with neighboring towns.

PS1	The Board of Selectmen will hire an Interim Fire Chief.
<p>1st Quarter: Chief hired effective October 12, 2015. COMPLETED</p>	

PS2	The Board of Selectmen, Town Administrator and Interim Fire Chief will work to address the long term sustainability of the Fire & Rescue Department including the feasibility of creating a regional Fire and Rescue department with the Town of Wellfleet.
<p>1st Quarter: Initiated, ongoing.</p> <p>2nd & 3rd Quarter: Ongoing. The State has approved a Community Compact for an analysis of a regional Fire and Rescue with the Town of Provincetown.</p>	

PS3	The Board of Selectmen will work with the Police Chief to develop a vision and mission statement (policy memorandum) that informs policy and practice at the Truro Police Department.
<p>1st Quarter: This was initiated last fiscal year and is in draft form.</p> <p>2nd & 3rd Quarter:</p>	

PS4	The Police Chief will arrange for emergency management training for the Board of Selectmen so that the Board members may better understand their roles and legal responsibilities. (Continuing)
<p>2nd & 3rd Quarter: The Chief of Police has provided the following link for Board members to take an online class: http://training.fema.gov/is/courseoverview.aspx?code=IS-908.</p>	

PS5	The Town Administrator will work with the State and local business owners and residents to create safe pedestrian access to the village centers of Truro and North Truro.
<p>1st Quarter: Not initiated.</p> <p>2nd & 3rd Quarter: Staff has met with the State on traffic and safety issues; no coordinated effort has been initiated.</p>	

PS6	The Town Administrator and Police Chief will work with their counterparts on the Outer Cape to strengthen available mental health and substance abuse prevention and treatment services in our Communities.
<p>2nd & 3rd Quarter: The Truro Police Department has partnered with both the States Department of Mental Health and Gosnold on Cape Cod. For each organization they met with the Directors of Clinical Outreach Services, Clinicians and Recovery Coaches to discuss what services could be provided in dealing with our continuing substance abuse and mental health concerns. In Truro's case both clinicians and the recovery coaches will be utilized. Those individuals meet with people in need AND offer their assistance to families who may be struggling to help loved ones.</p> <p>The next step is to meet with Outer Cape Health (OCH). After enlisting their participation, the final piece will involve building a partnership with all three disciplines, the State Department of Mental Health, Gosnold and OCH so that the right resources are available based on needs as determined in the field and to facilitate cross referrals.</p>	

COMMUNITY SUSTAINABILITY

The Town of Truro will support policies and programs that:

- **Foster sustainable and appropriate economic development**
- **Create more affordable, year-round places for people to live**
 - **Protect and restore our fragile environment**

CS1	<p>In an effort to support economic development the Board of Selectmen, working with the Cable & Internet Advisory Committee will</p> <ul style="list-style-type: none"> a. Identify ways to ensure broadband internet service is available in all areas of the Town <i>(Continuing)</i> b. Continue to closely monitor Comcast contract compliance including expansion of service. c. Explore the expansion of Cape Net to Truro residents.
<p>1st, 2nd & 3rd Quarter: Broadband internet service was completed by Comcast in the areas of Aunt Sal’s Lane, Bad Axe Way, Collins Road, Dead Pine Hill, Head of Pamet Way, Long Dune Lane, Misty Hollow, South Pamet Road, Dyers Hollow Road and North Pamet Road.</p>	

CS2	<p>The Board of Selectmen will work to develop a stronger partnership with the Chamber of Commerce to support sustainable economic development.</p>
<p>2nd & 3rd Quarter: Selectperson Worthington is attending Chamber meetings.</p>	

CS3	The Town will identify ways to increase staff resources in support of the creation of more affordable housing including partnering with the Town of Wellfleet to hire an Affordable Housing Specialist.
2nd & 3rd Quarter: The 2016 ATM Warrant includes a CPC article for funding of a shared person.	

CS4	The Board of Selectmen will propose a By-law at the Annual Town Meeting, similar to measures in place in Provincetown and Wellfleet, to ban single-use plastic bags in the Town.
1st Quarter- Proposed for STM 11/5/2015. 2nd & 3rd Quarter: Article was approved, implementation date of 3/31/2016.	

CS5	The Board of Selectmen will hold a joint meeting with the School Committee to address such issues as declining school enrollment, the long-term financial needs of the school and our relationship to the Nauset Regional School District.
1st Quarter: In process. 2nd & 3rd Quarter: Scheduling has been attempted on multiple occasions.	

CS6	The Board of Selectmen working with the Planning Board will explore zoning by-law changes that will increase the diversity of year round housing options for affordable and community housing for current and future residents.
<p>1st Quarter: In process.</p> <p>2nd & 3rd Quarter: A draft article was prepared for the 2016 ATM and after the Public Hearing, the Planning Board tabled it for more review and possible revisions.</p>	

CS7	The Board of Selectmen working with the Truro Housing Authority will utilize the Housing Needs Assessment to be completed in the Fall of 2015 to inform policies that increase the availability of affordable housing in the Town of Truro.
<p>1st Quarter: In process.</p> <p>2nd & 3rd Quarter: The Board of Selectmen, the Town Administrator and the Housing Authority are working with The Department of Housing and Economic Development, the Governor's Office and the Department of Transportation to acquire a portion of land at the corner of Highland and Route 6. The 2016 ATM Warrant includes an article authorizing the Board to accept the land.</p>	

CS8	The Board of Selectmen, working with the Housing Authority and other Town Committees, will hold a Summit on Community Housing to develop recommendations for changes in policies, programs and by-laws to increase the availability of affordable/community housing. <i>(Revised)</i>
1st Quarter: Held on October 24, 2015. COMPLETED	

CS9	The Town Administrator will continue to develop and implement plans for the restoration of tidal flow to the Pamet River Valley and to develop long-term solutions to the effects of erosion and over washing at Ballston Beach. <i>(Continuing-revised)</i>
1st Quarter: In process. Pending scope of work from the US Army Corps of Engineers (UACE). 2nd & 3rd Quarter: Initial scope and cost estimate received from the UACE, Town share of cost is roughly \$210,000. Funds are identified. Pending contract from UACE.	

CS10	The Town Administrator will develop plans and identify funding to implement remedial efforts at Eagle Creek and East Harbor.
<p>1st Quarter: In process. Meeting scheduled with Woods Hole Group on East Harbor Eagle Creek to be included in CS9.</p> <p>2nd & 3rd Quarter: The ATM Warrant has a Capital Exclusion article to repair the outflow pipe on Town property. Staff will begin to reach out to the other state and federal agencies that will need to be part of a long term plan for repair of the entire pipe. Eagle Creek will not be included in the Pamet River Valley Study, staff will be meeting with the Woods Hole Group to review the engineering documents for the required work, Town Meeting has already approved borrowing for this project, so depending on the engineering, staff will get the project going.</p>	

CS11	The Board of Selectmen will hold quarterly joint meetings with the Planning Board to encourage information sharing and coordinated policy development.
<p>1st Quarter: Ongoing.</p> <p>2nd & 3rd Quarter: Goals Meeting proposed for 5/24.</p>	

COMMUNITY ENGAGEMENT & GOVERNANCE

The Town of Truro will have an open and transparent government that proactively engages and involves the town's residents.

CEG1	The Town Administrator will establish a Town of Truro Facebook Page as another way to better communicate with residents and visitors.
1st Quarter: COMPLETED	

CEG2	The Town Administrator will be responsible for ensuring that the town's website is up-to-date and will continue to improve the quality, timeliness and ease of access to information and services available on it.
1st Quarter: Work in progress. 2nd & 3rd Quarter: This is an ongoing effort. A multi-media consultant will begin work with Department Heads on May 1 to revise individual department pages appearance and content.	

CEG3	The Town Administrator will recommend ways to increase use of the Town’s website and newly created Facebook page as a way to communicate with and gather information from residents, property owners and visitors. <i>(Revised/Continuing)</i>
<p>1st Quarter: Work in progress.</p> <p>2nd & 3rd Quarter: This is a continuous improvement objective that will be a multi-year initiative with some progress achieved through the efforts described in CEG2.</p>	

CEG4	The Town Administrator will investigate the feasibility of bringing the Truro E-Newsletter and distribution list in-house and integrating it into an overall e-communication strategy and plan.
<p>1st Quarter: Not initiated.</p> <p>2nd & 3rd Quarter: No progress.</p>	

CEG5	The Board of Selectmen will catalogue and review all of the Board's Policy Memorandums to identify those in need of update or deletion. The Board of Selectmen will work to complete revision of policies by the end of FY2016. (Continuing)
<p>1st, 2nd & 3rd Quarter: Selected policies have been updated and/or deleted as follows:</p> <ul style="list-style-type: none"> • Policy 17 Repair or Snow Plowing of private roads (revised 12/15/2015) • Policy 48 Construction Staging Permit for Use of Town-Owned Property and or Beach access (revised 1/26/2016) • Policy 54 Standards of Professional Conduct (revised 2/10/15) • Policy 55 Replacement of Police Vehicles (revised 2/10/15) • Policy 56 Board of Selectmen Work Sessions (created 12/15/15) 	

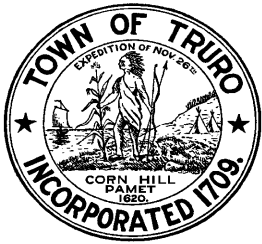
CEG6	The Board of Selectmen will review the charges of all town boards and committees for relevance and clarity and revise if necessary.
<p>2nd & 3rd Quarter: On Board of Selectmen Agenda – April 19, 2016 Meeting.</p>	

CEG7	The Town will equip an additional meeting room with cameras and sound to record meetings of Town Boards and Commissions.
<p>1st Quarter: In process-use of training room at the Public Safety Facility. Equipment specifications being prepared for bid solicitation.</p> <p>2nd & 3rd Quarter: Procurement process in place.</p>	

CEG8	The Town will create and provide support, training and educational materials to all of our citizen volunteers in order to make our volunteer driven committees and services more effective and compliant with State and Federal regulations.
<p>1st Quarter: Training provided on Ethics and Open Meeting Law. Public records law to be scheduled.</p> <p>2nd & 3rd Quarter: Additional training in discussion stage.</p>	

CEG9	The Town will collect information from residents and visitors that help inform budget priorities and policy making.
<p>1st Quarter-Not initiated.</p> <p>2nd & 3rd Quarter: Selectmen's Hours and Selectmen and Town Administrator attendance at Friends Of and Committee meetings has solicited information from volunteers and residents.</p>	

CEG10	The BOS and the Charter Review Commission will continue to review and propose changes to the Town's Charter. (Continuing)
<p>1st Quarter: Charter Review to submit recommendations at 12/1/2015 meeting.</p> <p>2nd & 3rd Quarter: Recommendations endorsed by the Board of Selectmen and included in the 2016 ATM Warrant: articles include minor edits to the hiring processes, labor negotiation team composition and Budget Task Force dates.</p>	



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Accounting

REQUESTOR: Trudi Brazil, Town Accountant

REQUESTED MEETING DATE: Wednesday, May 11, 2016

ITEM: Third Quarter FY 2016 Year-to-date (March 31, 2016) Expense Report

EXPLANATION: This summary document will provide a snapshot view of our year-to-date budgeted vs. actual expense activity.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A: For discussion/information purposes only

SUGGESTED ACTION: N/A

ATTACHMENTS:

1. FY 2016 Third Quarter Budget-to-Actual Expense worksheet

Third Quarter 2016 Budget-to-Actual Expense Report

ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED	NOTES/EXCEPTIONS:
0114 MODERATOR	300.00	300.00	20.00	280.00	6.70	
0122 BOARD OF SELECTMEN	106,200.00	106,200.00	53,263.67	52,936.33	50.20	
0129 TOWN ADMINISTRATOR	434,299.09	439,012.09	312,167.27	126,844.82	71.10	
0131 FINANCE AND ADVISORY COMM	1,000.00	1,000.00	129.00	871.00	12.90	
0132 RESERVE FUND	100,000.00	100,000.00	0.00	100,000.00	0.00	
0133 OPERATING CAPITAL ACCOUNT	349,000.00	349,000.00	202,103.72	146,896.28	57.90	
0135 TOWN ACCOUNTANT	161,372.00	161,651.00	113,766.24	47,884.76	70.40	
0141 BOARD OF ASSESSORS	182,577.07	198,356.37	143,620.60	54,735.77	72.40	
0145 TOWN CLERK/TREAS/COLL	235,296.00	239,918.59	158,044.70	81,873.89	65.90	
0151 TOWN COUNSEL	177,000.00	177,000.00	100,809.95	76,190.05	57.00	
0152 VACATION/SICK LEAVE CONTI	15,000.00	15,000.00	15,000.00	0.00	100.00	Used 100% approp for Planning Assistance
0153 PENDING SAL/WAGE ADJUSTME	73,100.00	77,130.04	15,154.67	61,975.37	19.60	
0154 COLA	103,520.00	15,980.32	0.00	15,980.32	0.00	
0155 COMPUTER OPERATIONS	252,779.76	253,177.76	168,105.49	85,072.27	66.40	
0162 ELEC AND BOARD OF REGISTR	8,486.00	8,640.00	1,473.89	7,166.11	17.10	
0168 CABLE TV ADVISORY COMMITT	63,050.00	63,050.00	1,015.67	62,034.33	1.60	
0170 OPEN SPACE	100.00	100.00	0.00	100.00	0.00	
0171 CONSERVATION COMMISSION	6,001.77	6,015.77	1,992.06	4,023.71	33.10	
0175 PLANNING BOARD	4,172.00	4,234.00	2,734.12	1,499.88	64.60	
0176 ZONING BOARD OF APPEALS	4,905.00	4,992.00	1,394.07	3,597.93	27.90	
0179 AGRICULTURAL COMMISSION	500.00	500.00	0.00	500.00	0.00	
0192 TOWN HALL OPERATING ACCOU	95,850.00	95,850.00	35,775.18	60,074.82	37.30	
0194 TOWN BUILDING COMMITTEE	200.00	200.00	0.00	200.00	0.00	
0195 ATR/ATM	9,000.00	9,000.00	0.00	9,000.00	0.00	
0196 TOWN ENERGY COMMITTEE	1,000.00	1,000.00	0.00	1,000.00	0.00	
0199 MUNICIPAL POSTAGE	11,695.00	11,695.00	4,878.92	6,816.08	41.70	
0210 POLICE DEPARTMENT	1,857,099.26	1,900,099.26	1,227,576.70	672,522.56	64.60	
0219 PARKING MAGISTRATE	5,865.00	5,962.00	4,398.49	1,563.51	73.80	
0220 FIRE DEPARTMENT	707,725.24	834,244.24	534,450.98	299,793.26	64.10	
0231 LC AMBULANCE ASSOC	347,484.00	347,484.00	260,613.00	86,871.00	75.00	
0232 CAPE AND ISLANDS EMS SYST	1,750.00	1,750.00	1,647.65	102.35	94.20	Assessment paid in full in July each year
0241 BUILDING DEPARTMENT	209,335.35	211,395.42	142,371.60	69,023.82	67.30	
0291 TRURO EMERGENCY MGMT AGEN	20,750.00	20,750.00	515.26	20,234.74	2.50	
0292 DOG OFFICER	32,176.00	32,696.00	20,908.30	11,787.70	63.90	
0298 OIL SPILL COORDINATOR	600.00	600.00	0.00	600.00	0.00	
0299 SHELLFISH WARDEN	6,300.00	6,300.00	1,309.45	4,990.55	20.80	
0300 PUBLIC SCHOOLS	5,254,247.00	5,379,247.00	2,591,971.23	2,787,275.77	48.20	
0316 CCRTHS ASSESSMENT	36,809.00	36,809.00	29,447.00	7,362.00	80.00	
0400 DEPARTMENT OF PUBLIC WORK	638,946.59	753,602.11	385,189.52	368,412.59	51.10	

Third Quarter 2016 Budget-to-Actual Expense Report

ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED	NOTES/EXCEPTIONS:
						Authorised over-expenditure; ATM & year-end transfers will cover the deficit.
0423 SNOW REMOVAL	25,000.00	25,000.00	42,473.67	-17,473.67	169.90	
0424 MUNICIPAL STREET LIGHTING	3,675.00	3,675.00	1,257.15	2,417.85	34.20	
0430 TRANSFER STATION/DISPOSAL	454,856.84	458,726.48	276,692.49	182,033.99	60.30	
0470 PUBLIC BUILDING MAINTENAN	459,024.28	462,875.80	305,414.16	157,461.64	66.00	
0491 TOWN CEMETERIES	26,300.00	26,300.00	10,642.93	15,657.07	40.50	
0492 SOLDIERS AND SAILORS LOTS	2,600.00	2,600.00	1,120.00	1,480.00	43.10	
0499 CAPE COD GREENHEAD FLY CO	1,000.00	1,000.00	1,000.00	0.00	100.00	Assessment paid in full in July each year
0510 HUMAN SERVICE COMMITTEE	38,350.00	38,350.00	19,175.00	19,175.00	50.00	
0511 BOARD OF HEALTH	139,973.46	167,486.46	97,420.26	70,066.20	58.20	
0512 WATER RES OVERSIGHT COMMI	5,500.00	5,500.00	0.00	5,500.00	0.00	
0515 RECYCLING COMMITTEE	1,200.00	1,200.00	0.00	1,200.00	0.00	
0541 COUNCIL ON AGING	278,562.33	280,212.33	173,313.83	106,898.50	61.90	
0543 VETERAN'S SERVICES	29,694.63	29,694.63	20,071.38	9,623.25	67.60	
0545 DISABILITIES COMMITTEE	200.00	200.00	0.00	200.00	0.00	
0610 TRURO PUBLIC LIBRARY	360,155.00	364,608.00	271,105.76	93,502.24	74.40	
0630 RECREATION COMMISSION	250,129.96	253,526.96	188,958.06	64,568.90	74.50	
0635 BIKE & WALKWAYS COMMITTEE	2,000.00	2,000.00	215.74	1,784.26	10.80	
0640 BEACH COMMISSION	234,588.80	238,300.80	161,015.38	77,285.42	67.60	
0660 PAMET HARBOR COMMISSION	102,775.00	102,780.00	0.00	102,780.00	0.00	
0661 PAMET HARBOR OPERATIONS	123,235.38	125,233.38	73,784.15	51,449.23	58.90	
0691 HISTORICAL COMMISSION	200.00	200.00	200.00	0.00	100.00	Annual purchase of Assessors' map book
0692 TRURO HISTORIC REVIEW BOA	125.00	125.00	40.40	84.60	32.30	
0710 PRINCIPAL DEBT REDUCTION	655,000.00	655,000.00	125,000.00	530,000.00	19.10	
0751 LONG TERM INTEREST/SERVIC	155,920.00	155,920.00	77,960.00	77,960.00	50.00	
0752 SHORT TERM DEBT INT/SERVI	12,576.44	12,576.44	2,360.82	10,215.62	18.80	
0800 STATE ASSESSMENTS	509,794.00	509,794.00	111,886.50	397,907.50	21.90	
0911 COUNTY RETIREMENT ASSESSM	966,993.00	966,993.00	949,115.00	17,878.00	98.20	
0912 WORKERS COMPENSATION	46,000.00	46,000.00	47,483.11	-1,483.11	103.20	Deficit to be covered by year-end transfer
0913 UNEMPLOYMENT INSURANCE	92,000.00	92,000.00	12,462.93	79,537.07	13.50	
0914 GROUP HEALTH INS TOWN SHA	1,263,608.00	1,263,608.00	915,894.44	347,713.56	72.50	
0915 GROUP LIFE INS TOWN SHARE	2,066.00	2,066.00	1,453.47	612.53	70.40	
0916 FICA MEDICARE	105,000.00	105,000.00	78,051.40	26,948.60	74.30	
0945 MUNICIPAL LIABILITY INSUR	215,000.00	215,000.00	194,376.40	20,623.60	90.40	Majority of premiums paid in first quarter
Expense Total	18,078,594.25	18,483,494.25	10,691,792.83	7,791,701.42	57.85%	



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

6. CONSENT AGENDA

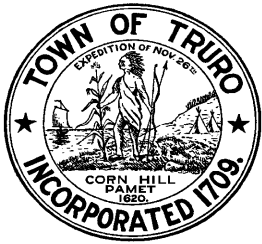
A. Review/Approve and Authorize Signature:

1. Town of Truro Agreement with PMG Mechanical (HVAC System)
2. Town of Truro Agreement with MJT Enterprises Inc. dba Cape Cod Oil Company for supply and delivery of Fuel Oil for Fiscal 2017
3. 2015 Green Communities Grant Contract Extension for thermostat conversion at Truro Central School

B. Review and Approve Renewal of Seasonal Licenses: North of Highland Campground Area LLC (Transient Vendor & Pool Tables), Adventure Bound Camping Resort at Hortons (Transient Vendor), Adventure Bound Camping Resort (Transient Vendor); Lewis Brother's Ice Cream Truck (Hawker Peddler)

C. Acceptance of Donation from Kidde (24 Worry-Free alarms)

D. Review and Approve Regular Board of Selectmen Minutes – April 11, 2016 April 19, 2016 & April 26, 2016



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Jay Norton, DPW Director

REQUESTED MEETING DATE: May 11, 2016

ITEM: PMG Mechanical Systems LLC contract with the Town of Truro to replace HVAC Control Systems and associated components in Truro Town Hall.

EXPLANATION: The Town of Truro advertised an invitation for bids for the replacement of the HVAC control systems and all associated components in Truro Town Hall. PMG Mechanical Systems LLC was awarded the bid. The notice of award has been signed, payment bond and certificate of insurance have been submitted, and now the contract can be approved and signed.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Town Hall's HVAC system will not be replaced.

SUGGESTED ACTION: *MOTION TO approve the contract with PMG Mechanical Systems LLC and authorize the Chair to sign.*

ATTACHMENTS:

1. Contract, notice of award, payment bond, certificate of insurance and bid packet.



Agreement
Between
Town of
Truro, MA
and
PMG
Mechanical
Systems LLC

This agreement, made the **11th** day of **May, 2016** by and between **PMG Mechanical Systems LLC**, mailing address of **PO Box 797, Forestdale, MA 02644** 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 *SERVICES/SUPPLIES* 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 the replacement of the HVAC control systems and associated components in Truro Town Hall*" issued on *March 9, 2016*.

Article 2. Time Period

Installation is to be completed no later than June 30, 2016. If the project delineated in the bid documents and specifications are not installed and in working order by the aforementioned deadline, you shall be penalized and fined \$250/day until all obligations have been met. The TOWN, under its sole discretion, may waive this penalty if a compelling case with documentation is brought forth validating the reason for delay (i.e. extreme weather, natural disaster, etc.)

Article 3. Contract Sum

\$65,890.00

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.

Contractor

Town of Truro



TOWN OF TRURO

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

NOTICE OF AWARD

TO: PMG Mechanical Systems LLC
PO Box 797
Forestdale, MA 02644

April 12, 2016

PROJECT: Replacement of the HVAC Control Systems and Associated Components in Truro Town Hall, 24 Town Hall Road, Truro, MA.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 9th and 10th, 2016, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$65,890.00

You are required to furnish the required 50% Payment Bond, and Certificate of Insurance within ten (10) working days after receiving this Notice of Award.

If you fail to furnish said bonds in the required time the OWNER, at their sole discretion, reserves the right to award the contract to the next lowest responsible Bidder or reject any and all bids.

Installation is to be completed no later than June 15, 2016. If the project delineated in this IFB are not installed and in working order by the aforementioned deadline, you shall be penalized and fined \$250/day until all obligations have been met. The OWNER, under its sole discretion, may waive this penalty if a compelling case with documentation is brought forth validating the reason for delay (i.e. extreme weather, natural disaster, etc.)

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Dated this 12th day of April, 2016.

Town of Truro:

Rae Ann Palmer, Town Administrator

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Paul GONS / PMG Mechanical Systems LLC.
this the 16 day of APRIL, 2016.

By Paul G

Title owner member

Employer Identification Number [REDACTED]

PMG MECHANICAL SYSTEMS, LLC
Unit 12, 11 Jan Sebastian Drive, Sandwich, MA 02563
Mailing Address: P.O. Box 797, Forestdale, MA 02644
Office # (508) 888-1745 Fax # (508) 888-3745

April 22, 2016

VIA FEDERAL EXPRESS

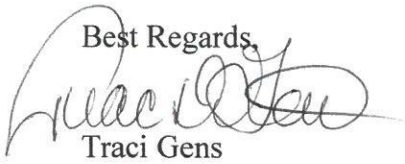
Town of Truro
24 Town Hall Rd.
Truro, MA 02666
Attn: Ms. Rae Ann Palmer, Town Administrator

Re: Replacement of the HVAC Control Systems & Associated Components in Truro
Town Hall, 24 Town Hall Rd., Truro, MA

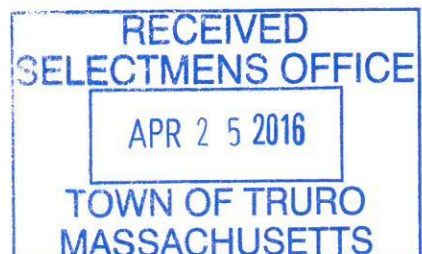
Dear Ms. Palmer:

Enclosed please find the required 50% Payment Bond and Certificate of Insurance regarding the above-referenced project. We look forward to working with you on this upcoming project.

Best Regards,



Traci Gens
Office Manager
PMG Mechanical Systems, LLC



PAYMENT BOND

(PUBLIC CONTRACT - COMMONWEALTH OF MASSACHUSETTS)

Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That **PMG Mechanical Systems, LLC, P.O. Box 797, Forestdale, MA 02644**

as Principal, hereinafter called Contractor, and **Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201, Harrisburg, PA 17112**

as Surety, hereinafter called Surety, are held and firmly bound unto **Town of Truro, 317 Route 6, Truro, MA 02666**

as Obligee, hereinafter called Owner, in the penal sum of **Thirty-two Thousand Nine Hundred Forty-five And No/100THS**

DOLLARS (\$32,945.00)

for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

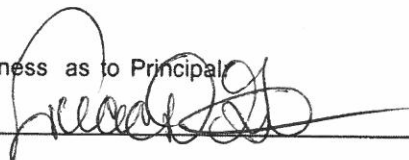
WHEREAS, Contractor has by written agreement dated **12th day of April, 2016**

entered into a contract with Owner for **Replacement of the HVAC Control Systems and Associated Components in Truro Town Hall, 24 Town Hall Road, Truro, MA**

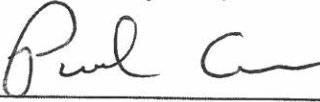
NOW, THEREFORE, if the Contractor and his subcontractors shall pay for labor performed and materials used or employed in the employed in the prosecution of the work provided for in said contract and for all other items of the kind and nature specified in Chapter 149, Section 29, of the General Laws of Massachusetts, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that in order to obtain the benefits of this bond, all claimants shall comply with all the provisions of said of said Chapter 149, Section 29, which are pertinent to their claims, and all rights and liabilities on this bond shall be determined and limited by said section to the same extent as if this were copied at length herein.

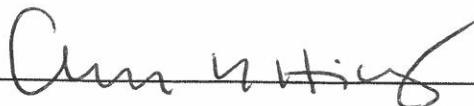
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on **4/20/2016**.

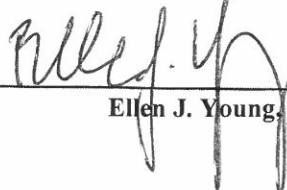
Witness as to Principal


PMG Mechanical Systems, LLC

By 

Philadelphia Indemnity Insurance Company



By 
_____ **Ellen J. Young, Attorney-in-Fact**

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Ellen J. Young; Frank J. Smith; Donna M. Robie; William J. Dobbins, Jr.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

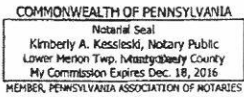
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: _____
residing at: Bala Cynwyd, PA
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of April 2016



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2016

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).

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Select Department PHONE (A/C No. Ext): (800) 333-7234 x66807 E-MAIL ADDRESS: selectwork@easterninsurance.com	FAX (A/C No.): (781) 586-8244
	INSURER(S) AFFORDING COVERAGE	
INSURED PMG Mechanical Systems LLC P.O. Box 797 Forestdale MA 02644	INSURER A: Travelers Indemnity Co	
	INSURER B: Trav Ind of CT	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER** [REDACTED] **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.

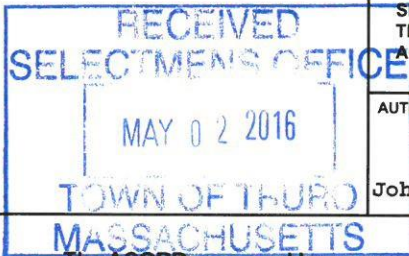
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		[REDACTED]	3/15/2016	3/15/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO		[REDACTED]	3/15/2016	3/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		[REDACTED]	3/15/2016	3/15/2017	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	[REDACTED]	3/15/2016	3/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Plumbing, Heating, HVAC Contractor.

Town of Truro, all other political subdivisions, its officers and employees as additional insureds in regards to general liability and auto liability on a primary non contributory basis and umbrella liability. Waiver of Subrogation applies to the general liability, auto liability and umbrella liability.

Per project aggregate applies.

CERTIFICATE HOLDER Town of Truro P.O. Box 2030 Truro, MA 02666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Koegel/CMH2



ACORD 25 (2010/05)

INS025 (201005) 01

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TOWN OF TRURO

Invitation for Bids

The Town of Truro is seeking sealed bids to install and furnish all labor, materials, equipment and to perform all operations required for the replacement of the HVAC control systems and associated components in Truro Town Hall, 24 Town Hall Road, Truro, MA.

Bids will be received at the Truro Town Hall Administration Office (first floor), 24 Town Hall Road, Truro, MA 02666 (PO Box 2030) on or before **March 28, 2016 at 10:00AM. No exceptions allowed.**

Bid specifications may be obtained from the Truro Town Hall Administration Office (first floor), 24 Town Hall Road, Truro, MA 02666 (PO Box 2030).

Sealed envelopes containing bids shall be clearly marked "**Bid –HVAC- Truro**"

NOTE: One original and two (2) copies of each bid shall be submitted. NO faxed proposals will be accepted.

The Town of Truro reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the Town. Prevailing wages required. Site visit: March 16, 2016 at 11 AM at Town Hall.

The Town of Truro fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all town activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with Town policy.

Dated at Truro, Massachusetts, this **9th Day of March, Two Thousand and Sixteen.**

Rae Ann Palmer
Town Administrator
Town of Truro

TOWN OF TRURO

Town of Truro, MA HVAC Control Upgrade at Truro Town Hall

INSTRUCTIONS TO BIDDERS

Sealed proposals are invited to install and furnish all labor, materials, equipment and to perform all operations required for the replacement of the HVAC control systems in Truro Town Hall.

Bids must be submitted on the attached Bid Form in a sealed envelope labeled "**Bid – HVAC - Truro**" and addressed to Rae Ann Palmer, Town Administrator, Town of Truro, PO Box 2030, Truro, MA 02666. The deadline for receipt of bids is March 28, 2016 at 10:00AM. *No bid shall be considered if it arrives after the time set for the receipt of bids.*

It is the responsibility of every bidder who receives this bid electronically, to check for any addenda or modification to this solicitation, if they intend to respond. Town of Truro accepts no liability to provide accommodation to bidders who submit a response based upon an out-of-date solicitation document.

All proposals must be accompanied by a **Bid Deposit** in the form of a certified, bank treasurer's or cashier's check or bid bond payable to the Town of Truro in an amount equal to five percent (5%) of the bid price. Only bonds from companies licensed to do business in the Commonwealth of Massachusetts shall be accepted and the bond shall so state. Bid deposits shall be returned within five (5) working days after bid opening, except that the deposits for the three- (3) lowest bidders shall be retained until a Contract is signed. If a low bidder fails to sign a Contract or provide the necessary bonds, the bid will be awarded to the next lowest bidder.

Bids must be submitted unconditionally. No bidder may withdraw a bid within thirty (30) days after the scheduled closing time for receipt of bids. The successful bidder shall be required to furnish a **50% Payment Bond** as well as **Certificate of Insurance** within ten (10) days working days after receiving a Notice of Award. Award of Contract, if a Contract is awarded, shall be to the responsible, responsive Bidder offering the lowest price, but the Owner reserves the right to reject any or all bids or take such action, as it may deem best for the Town of Truro. If the successful bidder does not furnish said Bonds in the required time the Owner, at their sole discretion, reserves the right to award the contract to the next lowest responsible Bidder or reject any and all bids.

GENERAL INSURANCE REQUIREMENTS

Prior to the commencement of any Contract work of any nature, and in addition to other insurance, bonds or securities required by law or under Contract terms, the Contractor shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

- a. All insurance required of the Contractor will be maintained with companies assigned a letter rating in the "A- VIII" category from A.M. Best or which are otherwise acceptable to the Town of Truro, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
- b. Each policy (except workers' compensation and personal property) shall include Town of Truro, and all other applicable political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as "all other political subdivisions"), its officers and employees as Additional Insureds or loss payees. Each policy shall indicate that the coverage is primary and non-contributory.
- c. Each policy shall contain a waiver of subrogation in favor of Town of Truro, and "all other political subdivisions," its officers and employees.
- d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days' prior written notice to the Town Administrator for the Town of Truro.

Liability Insurance

The Contractor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the

TOWN OF TRURO

Contractor, any subcontractor, or any of their respective agents or employees. The Contractor's liability shall not be limited to the extent of the insurance required herein. The Contractor shall take out and maintain in force during the life of this Contract the following types of insurance to protect the Town of Truro, and "all other political subdivisions," its agents, and employees, the Contractor, and any subcontractor performing work covered by this Contract from claims which may arise from operations by the contractor or by a subcontractor or by anyone directly or indirectly employed by either of them.

a. Commercial General Liability Insurance: to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars (\$2,000,000) General Aggregate. Such General Aggregate limit shall apply on a per project basis. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000). Products and completed operations coverage should be provided at a limit of two million dollars (\$2,000,000) aggregate and shall be maintained for a period of three (3) years after substantial completion and acceptance of the project by the Town of Truro or owner of the project.

The policy shall be occurrence based and provide coverage at least as broad as the current ISO form without any exclusion for Products and Completed Operations, Explosion (X), Collapse (C) and Underground Damage (U) hazards as related to the work being performed, Contractor Protective Liability coverage with respect to operations performed by subcontractors, and Contractual Liability coverage related to this Contract. If the Contract includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for such work shall be deleted.

Town of Truro, and "all other political subdivisions", shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the Town of Truro, and "all other political subdivisions." No insurance policy obtained pursuant to this section shall contain a deductible or self insured retention.

b. Automobile Liability: to cover the liability of the Contractor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars (\$1,000,000).

The policy should include a Broadened Pollution Endorsement (CA 99 48) if contractor is bringing fuel cans or possible pollutants, mobile equipment or other gas powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.

c. Umbrella Liability: to protect the Contractor against all claims excess of the commercial general liability and automobile liability mentioned above and employer's liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be as follows unless an alternative limit is indicated via addendum to this Contract.

Contract Price	Limit of Liability
Under \$1,000,000	\$1,000,000 per occurrence
\$1,000,001 - \$3,000,000	\$3,000,000 per occurrence
\$3,000,001 - \$10,000,00	\$5,000,000 per occurrence
\$10,000,001 and over	\$10,000,000 per occurrence

Workers' Compensation and Employer's Liability Insurance

Before commencing performance of this contract, the Contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under this contract, the

TOWN OF TRURO

workers' compensation laws of any other state if there are any persons employed outside of Massachusetts, and any requirement for compensation required under any Federal Act for any maritime employee, longshoreman or harbor workers, and shall continue such insurance in full force and effect during the term of this contract. The contract shall, without limiting the generality of the foregoing, conform to the provisions of the General Laws Chapter 149 S34(a), which section is incorporated herein by reference and made a part hereof.

The Contractor shall provide employer's liability insurance in an amount not less than \$500,000 for each accident or disease for each employee.

Contractor's Pollution Legal Liability:

If applicable, the Contractor shall provide insurance coverage for bodily injury and property damage resulting from Contractor's liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, mold remediation, removal of contaminated soil, etc. The policy shall also include coverage for on-site and off-site bodily injury and loss of damage to or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual, or sudden and accidental. The policy shall also include defense and clean-up costs. The policy shall provide a minimum limit of one million dollars (\$1,000,000) per occurrence for this project. If the policy is claims made, the retroactive date shall be no later than the commencement date of this contract and the policy shall include an extended reporting period of at least one year from substantial completion and acceptance of the work by the Town of Truro or owner of the project.

Personal Property Insurance:

Any tools, equipment, materials, and other personal property owned by Contractor shall be at the sole responsibility and risk of Contractor. The Town of Truro, and "all other political subdivisions" shall not be liable for any loss, damage, or theft to such property. Any insurance that Contractor elects to maintain on Contractor's personal property and materials shall be at the sole responsibility and cost of Contractor.

Additional types of Insurance

The Contractor shall provide such other types of insurance as may be required by the Town of Truro and indicated via addendum to this insurance requirement.

Proof of Insurance

No work shall be commenced on the site by the Contractor or any subcontractor until copies of the policy or certificates of the types of insurance required hereby have been furnished to the Town Administrator, in a form satisfactory to him/her. If the Contractor provides a Certificate of Liability Insurance, it must indicate each policy number, insurance company, policy effective and expiration date, and limits of insurance. The certificate must make specific reference to the Contract number. It must also provide proof that the policy(ies) have been properly endorsed to add the Town of Truro, and "all other political subdivisions" as an additional insured and to include a waiver of subrogation in favor of the Town of Truro, and "all other political subdivisions," and to provide the Town of Truro with at least thirty (30) days' notice of any cancellation, termination or material modification. The certificate must be signed by a duly authorized representative of the issuing insurance companies.

In addition, renewal certificates must be received by the Town of Truro thirty (30) days prior to any policy expiration. Further, policies must not be allowed to expire or be canceled without thirty (30) days prior written notice to the Town Administrator for the Town of Truro.

The Contractor is responsible to make sure its sub-contractors, at all tiers, carry adequate insurance coverage and shall maintain current certificates for their sub-contractors on file at all times. Further, contractor shall provide copies to the Town of Truro upon request.

TOWN OF TRURO

Effect of Failure to Continue Insurance in Force

Failure to provide and continue in force insurance required by this contract shall be deemed a material breach of this contract and shall operate as an immediate termination thereof.

PREVAILING WAGE AND OSHA REQUIREMENTS:

Contractors on all construction projects must comply with the Prevailing Wage Rates for the appropriate classification of work. (Prevailing wage rates attached) Weekly payroll records report must be submitted to Town of Truro before payment will be made.

Any bidder submitting a bid in response to this Invitation for Bids shall certify, under penalties of perjury as follows:

- 1.) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- 2.) that all employees at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee;
- 3.) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

PREPARATION OF SITE:

Contractor shall completely prepare the site for construction and erection, furnish labor, materials, fabrication, tools and equipment and perform all work included in the Scope of Work.

Upon completion of the Contract, the Contractor shall deliver Work complete and undamaged. Damage to the existing structure, facilities, systems, and utilities that may be caused by the Contractor or Contractor's workers shall be repaired by the Contractor and left in as good condition as existed prior to damage.

At the Contractor's expense, the Contractor shall immediately restore to service and repair any damage caused by Contractor's workers to the existing structure, facilities, systems, and utilities. The Owner at its sole discretion and at the Contractor's expense shall repair any such damage to Owner's structures, facilities or support facilities/systems.

All demolished materials shall become the property of the Contractor and shall be removed from the site and properly and legally disposed of.

Access to the buildings and roadways and parking lots shall remain open at all times unless otherwise approved by the Owner. The Contractor shall provide access to other areas as requested by the Owner.

ADDENDA:

Bidders shall acknowledge receipt of all addenda that have been issued during period of bidding and agree that said addenda shall become part of this Contract. The bidders shall list the numbers and issuing dates of the addenda received and acknowledge same on the appropriate line provided in the **Bid Form**.

TOWN OF TRURO

All Work done under this Contract shall be in conformance with all applicable sections of the latest edition of the Massachusetts State Building Code.

Contractor shall completely prepare the site for construction and erection, furnish labor, materials, fabrication, tools and equipment and perform all Work included in the Technical Requirements.

Upon completion of the Contract, the Contractor shall deliver Work complete and undamaged. Damage to the existing structure, facilities, systems, and utilities that may be caused by the Contractor or Contractor's workers shall be repaired by the Contractor and left in as good condition as existed prior to damage.

At the Contractor's expense, the Contractor shall immediately restore to service and repair any damage caused by Contractor's workers to the existing structure, facilities, systems, and utilities. The Owner at its sole discretion and at the Contractor's expense shall repair any such damage to Owner's structures, facilities or support facilities/systems.

All demolished materials shall become the property of the Contractor and shall be removed from the site and properly and legally disposed of.

Access to the buildings and roadways and parking lots shall remain open at all times unless otherwise approved by the Owner. The Contractor shall provide access to other areas as requested by the Owner.

METHOD FOR SUBMITTING BIDS:

No proposal shall be considered unless submitted upon the **Bid Form** provided. The Bidder must state the prices (which shall be written in ink, in words and numerals) for which the bidder proposes to do all the Work contemplated. In case of discrepancy, the written words shall be considered as being the bid price.

The bidder shall sign the proposal correctly. If an individual submits the proposal, his/her complete business address shall be given in addition to his/her signature. If submitted by a firm or partnership, the signature and complete business address of each member of the firm or partnership must be given. If submitted by a corporation, the person signing the proposal shall be duly authorized (e.g. an officer or other signatory) to sign for the corporation; the signing individual's certificate or authority to execute such papers shall accompany the proposal.

REQUEST FOR INFORMATION:

All requests for information during the bidding period shall be **in writing** to the address below no later than March 21, 2016. Responses to questions will be answered by addenda sent to all bidders of record. Bidders shall include a statement in their bid packages that they acknowledge receipt of all such clarifications and have incorporated them in their bids. Requests for Information shall be sent attention to:

Jay Norton, Director of Public Works
Town of Truro
PO Box 2030, 24 Town Hall Road
Truro, MA 02666
FAX: (508) 349-3982
Email: JNorton@truro-ma.gov

CHANGES WHILE BIDDING:

During the bidding period, the Owner may find it necessary to issue addenda for additions to or alterations to the specifications. These addenda will be issued to all bidders of record and will become a part of the bid documents.

BID OPENING PROCEDURE:

The Owner shall receive sealed bids for this project at the designated place and until the time stated herein at which time all bids will be publicly opened and read. The Owner reserves the right to reject any or all bids or parts thereof, as it may deem best for the interest of the Town of Truro.

TOWN OF TRURO

WITHDRAWAL OF BIDS:

No bidder may withdraw their bid unless the request is made in writing and is received by the Owner prior to the time set for bid opening. After bid opening, no bidder may withdraw their bid within the prevailing time indicated herein.

AWARD OF CONTRACT:

The Owner shall have the right to reject any or all bids or any parts thereof or items therein. If an award of Contract is made, it shall be made to the lowest responsible bid. The award will be made within thirty (30) calendar days of the bid opening or all bids shall be rejected. Extensions of time may be made by the mutual written consent of the Owner and the lowest responsible bidder. If the lowest bidder withdraws their bid, or refuses award of Contract, the Owner shall have the right to award the Contract to the next lowest responsible bidder or to reject all bids and re-bid the Contract.

EXECUTION OF CONTRACT:

The individual, firm or corporation to whom or to which the Contract has been awarded shall within **ten (10) working days** after receipt of said documents shall submit to the Owner, three (3) copies of the Contract with the necessary signatures and evidence of required insurance coverage and bonds. The Contractor shall submit a **Payment Bond** in the amount of 100% of the bid price. Said Bonds shall be executed by a surety company or companies licensed to do business in the Commonwealth of Massachusetts. Each such bond shall be in form approved by the Owner.

No bids or awards shall be considered binding upon the Owner unless and until the Contract documents are properly executed by both parties.

FAILURE TO EXECUTE CONTRACT:

If the lowest responsible bidder to whom the Contract is awarded fails to submit the necessary bonds or execute the Contract within the time specified, the amount of the bid deposit shall be paid to the Owner as liquidated damages as described herein. In such case the Owner, at their sole discretion, may award the Contract to the next lowest responsible bidder, or reject all bids.

SUBLETTING OR ASSIGNING OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, of his right, title or interest therein.

REJECTION OF BIDS:

The Owner reserves the right, at their sole discretion, to reject any or all bids or parts thereof. Bids may be rejected if they show any omission, alterations of form, addition or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind.

REFERENCES

Bidder must supply a list of all work completed on similar projects within the last five years. This list shall include a description of the project, date work began and date work completed, contact information for the contracting officer and jurisdiction, and the name of the bonding company that issued the bonds for the project.

DESCRIPTION & SCOPE OF SERVICES

There are 3 Air Handling units in Town Hall that require updated controls. The current Honeywell stand-alone controls are outdated and faulty. The associated sensors and damper actuators are also malfunctioning. The HVAC upgrade entails replacing the controls with (3) new 18 point programmable controllers with integral color display (Distech ECB-350, or approved equal). Each system shall include:

- 1-ECB-350 control
- 1-Outdoor air temperature sensor
- 1-Duct probe temperature sensor
- 1-Low pressure differential transmitter

TOWN OF TRURO

- Multiple RIB (or approved equal) relays
- 1-120V to 24V transformer
- 3-Belimo (or approved equal) spring return actuator 24vac, 2-10 vdc signal, for use with existing OA damper, RA damper and BY Pass damper
- New low voltage wiring where required
- Wiring diagrams of new systems and components
- On site programming, start up, operations check out and training

In addition, there are 31 individual room zone controls that will need to be replaced as part of this project. Each zone is being controlled by an independent room thermostat and mechanical damper. Each room controller is independent of the air handling unit system control. Each replacement zone control (31 zones) is to include the following:

- Distech ECB-VVTS (or approved equal) modulating zone damper controller
- 1-Smart view communicating room thermostat
- 1-Duct probe temperature sensor
- 1-Honeywell (or approved equal) opposed bladed damper to be installed in duct, not in diffuser
- Low voltage wiring as required
- Wiring diagrams of new systems and components
- On site programming, start up, operations check out, and training to be included

Lastly, the system shall be set up to have supervisory control that will allow the user to have access to building controls and technical support from a remote location.

Installation is to be completed no later than June 15, 2016. If the project delineated in this IFB are not installed and in working order by the aforementioned deadline, the contractor shall be penalized and fined \$250/day until all obligations have been met. The Town, under its sole discretion, may waive this penalty if a compelling case with documentation is brought forth validating the reason for the delay (i.e. extreme weather, natural disaster, etc.)

PRE-BID CONFERENCE:

Bidders are strongly encouraged to attend a pre –bid Conference and site visit to be held at Truro Town Hall on March 16, 2016 at 11 AM in the Selectmen’s meeting room upstairs.

REQUIRED DOCUMENTS:

- Certificate of Non-Collusion and Tax Compliance (Attachment A)
- Bid Form (Attachment B)
- Bid Bond
- References

TOWN OF TRURO

Attachment A

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: _____

Address: _____

Signature of Individual Signing

Bid, or Corporate Officer: _____

Telephone Number: _____

Social Security Number

Or Federal Identification Number: _____

Date: _____

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 149.

TOWN OF TRURO

BID FORM (Attachment B)

The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the Town to complete all Work as specified or indicated in the "INVITATION TO BID: to install and furnish all labor, materials, equipment and to and to perform all operations required for the replacement of the HVAC control systems and associated components in Truro Town Hall, 24 Town Hall Road, Truro, MA.

Bid Price: _____ dollars (\$ _____)

BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within ten (10) working days after the date of the Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: BIDDER has examined copies of all the Contract Documents and of the following Addenda:

Date _____ Number _____
Date _____ Number _____

BIDDER agrees that Prevailing Wage Rates as attached will be paid for the appropriate classification of work.

BIDDER certifies as follows:

- that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- that all employees at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee;

The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signed: _____ Print Name: _____

Company: _____

Business Address: _____

Phone: _____ Fax: _____

TOWN OF TRURO

Agreement Between
Town of Truro, MA
and
XXXXXXXXXXXXXXXXXX

This agreement, made the *XX* day of *XXXXX* by and between *VENDOR NAME*, mailing address of *XXXXXXXXXX* 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 *SERVICES/SUPPLIES* as called for in the specifications for: "Invitation for Bids *XXXXXXX*" issued on *XXXXXXX*.

Article 2. Time Period

The contract is for the period of *XXXXXXX*.

Article 3. Contract Sum

XXXXXXXXXX

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.

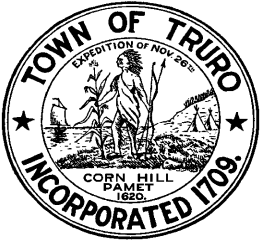
Article 6. Termination for Cause

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.

Vendor

Town of Truro

TOWN OF TRURO



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: May 11, 2016

ITEM: Contract with MJT Enterprises, Inc., dba Cape Cod Oil Company for the supply and delivery of fuel oil products to the Town of Truro.

EXPLANATION: The Town of Truro accepted the bid from MJT Enterprises, Inc. to supply and deliver fuel oil products to the Town of Truro.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Town of Truro will not have a contract with a company to supply fuel oil to the Town.

SUGGESTED ACTION: *MOTION TO approve the contract with MJT Enterprises, Inc., dba Cape Cod Oil Company for the supply and delivery of fuel oil products and authorize the Chair to sign.*

ATTACHMENTS:

1. Contract, notice of award and certificate of liability insurance



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

This agreement, made the 24th day of May, 2016 by and between Cape Cod Oil Company, mailing address of PO Box 993, Provincetown, MA 02657 herein called the "Contractor" and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the "Town".

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

Article 1. Scope of Work

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

"Invitation for Bids for the supply and delivery of #2 Fuel Oil to the Town of Truro for the period of July 1, 2016 through June 30, 2017" issued on March 21, 2016.

Article 2. Time Period

The contract is for the period of July 1, 2016 through June 30, 2017.

Article 3. Contract Sum

Estimated Usage: 12,000

Price per gallon: \$0.19 OEP

Article 4. Time of Payment

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

Article 5. Contract Documents

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

Article 6. Termination for Cause

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

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

Town of Truro

**Halcyone H. Tasha
President & Owner**

Chair, Board of Selectmen



TOWN OF TRURO

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

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

April 26, 2016

Re: Notice of Award for Supply & Delivery of Fuel Oil Products with the Town of Truro and MJT Enterprises Inc. dba Cape Cod Oil Company for Fiscal Year 2017

Dear Halcyone H. Tasha,

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

Your accepted bid specifications for fuel oil are as follows:

Operating Expense and Profit (O.E.P.) Price per Gallon:
\$.19 O.E.P. Fuel Oil for 12,000 gallons (est.)

Enclosed you will find an Acceptance of Notice of Bid Award which you must complete and return to this office within 5 days along with the performance bond in the amount of .25 per gallon anticipated annual delivery and certificates of insurance as referenced in the bid documents.

Sincerely,

Rae Ann Palmer
Town Administrator
Town of Truro

Enc.

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

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
This the _____ day of _____, 2016.

By _____
Title _____
Employer Identification Number _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2015

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).

PRODUCER McLaughlin Insurance Agency 828 Lynn Fells Parkway Melrose, MA 02176 William B. Markhard, CPCU	CONTACT NAME: William B. Markhard, CPCU	
	PHONE (A/C No. Ext): 781-665-2775 FAX (A/C No.): 781-665-0295	
	E-MAIL ADDRESS: wmarkhard@mclaughlinins.com	
INSURED MJT ENTERPRISES, INC. d/b/a Cape Cod Oil 227 Route #6, P.O. Box 993 Provincetown, MA 02657	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Commerce Insurance Company	
	INSURER B: Atlantic Charter Insurance Co.	
	INSURER C: Lexington Insurance Company	
	INSURER D: Associated Industries Ins. Co.	
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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:			10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			10/01/2015	10/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10/01/2015	10/01/2016	<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)
Evidence of insurance for operations usual to the named insured.

RECEIVED
SELECTMENS OFFICE
APR 27 2016
TOWN OF TRURO
MASSACHUSETTS

CERTIFICATE HOLDER

CANCELLATION

MASSACHUSETTS

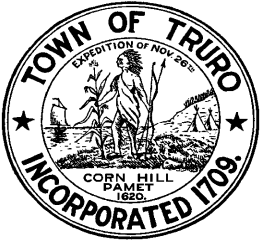
TRUR-01

Town of Truro
P.O. Box 2030
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

John McLaughlin



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: DPW on behalf of Truro Central School

REQUESTOR: Jay Norton, Director

REQUESTED MEETING DATE: 5/11/16

ITEM: 2015 Green Communities Grant CONTRACT EXTENSION for thermostat conversion at Truro Central School

EXPLANATION: The Town of Truro was awarded a grant in the amount of \$81,000 from the Massachusetts Department of Energy Resources (DOER) via the Green Communities Grant Program for a thermostat conversion project at the Truro Central School. The contract was signed on July 21, 2015 with a contract end date of May 30, 2016. This document is attached for your reference. The project will not be completed by the end date so the DOER advised the Town to execute a contract extension that will allow the project to be completed by December 30, 2016.

FINANCIAL SOURCE (IF APPLICABLE): DOER grant money and Town funding.

IMPACT IF NOT APPROVED: The Town will lose the \$81,000 from DOER and the project will not go forward.

SUGGESTED ACTION: MOTION TO: *Authorize the chair to execute the contract extension with the Massachusetts Department of Energy Resources for a thermostat conversion at the Truro Central School.*

ATTACHMENTS:

1. Existing executed DOER Contract and DOER contract extension document

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD



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

CONTRACTOR LEGAL NAME: Town of Truro (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code:	
Legal Address: (W-9, W-4,T&C): 24 Town Hall Road, Truro, MA 02666		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Rae Ann Palmer		Billing Address (if different):	
E-Mail: townadm@truro-ma.gov		Contract Manager: Jane Pfister	
Phone: 508-349-7004	Fax: 508-349-5505	E-Mail: jane.pfister@state.ma.us	
Contractor Vendor Code: VC6000192010		Phone: 617-626-1194	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT-ENE-1000 2016ENEP01TRURCP0113	
		RFR/Procurement or Other ID Number: PON-ENE-2014-026	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: <u>May 30, 2016</u> Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) Amending Contract End Date only	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>81,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Amending the Contract End Date only -- New Contract End Date is December 30, 2016			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 3. were incurred as of <u>May 30, 2016</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>December 30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
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>Stephen A. White</u>	
Print Title: <u>Chair, Truro Board of Selectmen</u>		Print Title: <u>Chief Operating Officer</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration

but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

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collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

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

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

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

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

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

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

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

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

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

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

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

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Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

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

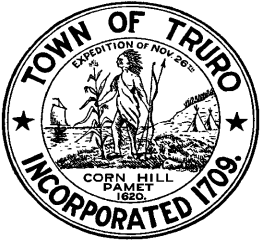
Executive Order 346. [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with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

Executive Order 444. [Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family

related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

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



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: May 11, 2016

ITEM: Approval of 2016 Seasonal License Renewals

EXPLANATION: There are (5) 2016 seasonal license renewal applications and supporting documentation under the authority of the Board of Selectmen as Local Licensing Authorities. There were no reported issues with these establishments in 2015. Please know that if you approve this for renewal, the licenses will be issued only upon compliance with all regulations and upon receipt of the necessary documents and fees.

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
Chapter 101 §2	Transient Vendor	North of Highland Camping Area Adventure Bound Camping Resort-North Truro Camping Area Adventure Bound Camping Resort at Hortons
Chapter 140 § 177	Licensing for Billiards, Pool or Sippio table or bowling alley Pool Tables (2)	North of Highland Camping Area
Chapter 130 § 13	Hawker Peddler License (Mobil Food Truck)	Lewis Brother's Inc., dba Lewis Brother's Ice Cream Locations: Bayside & Oceanside Beaches , Puma Park, Castle Hill Art Center, Adventure Bound Camping Resorts , and Farmers' Market

IMPACT IF NOT APPROVED: The Licenses will not be issued.

SUGGESTED ACTION: *MOTION TO approve 2016 seasonal Transient Vendor licenses for: North of Highland Camping Area, Adventure Bound Camping Resort-North Truro Camping Area, and Adventure Bound Camping Resort at Hortons upon compliance with all regulations and receipt of the necessary documents and fees.*

MOTION TO approve 2016 seasonal Licensing for Billiards (2 Pool tables): North of Highland Camping Area upon compliance with all regulations and receipt of the necessary documents and fees.

MOTION TO approve 2016 seasonal Hawker Peddler License: Lewis Brother's Inc., dba Lewis Brother's Ice Cream Truck for locations listed upon compliance with all regulations and receipt of the necessary documents and fees.

ATTACHMENTS:

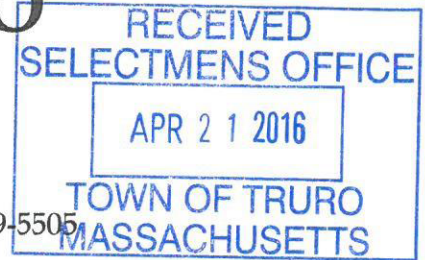
1. Renewal Application for 2016/North of Highland Camping Area
2. Renewal Application for 2016/Adventure Bound Camping Resort-North Truro Camping Area
3. Renewal Application for 2016/Adventure Bound Camping Resort at Hortons
4. Renewal Application for 2016/Lewis Brother's Ice Cream Truck



TOWN OF TRURO

BUSINESS LICENSE APPLICATION ADMINISTRATION OFFICE

Main Floor Town Hall • P.O. Box 2030
24 Town Hall Rd • Truro, MA 02666
Tel: 508-349-7004 Extensions: 10 or 24 Fax: 508-349-5505



NO BUSINESS MAY OPERATE WITHOUT A VALID LICENSE ON THE PREMISES

The undersigned hereby applies for a License to conduct business in the Town of Truro in accordance with the Statutes of the Commonwealth of Massachusetts and subject to the Rules and Regulations of the Licensing Authorities.

Please check the appropriate box that best describes the license type (s) being applied for:

Business Request	License Type	Hours of Operation
<input type="checkbox"/> New Application	<input type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i>	<input type="checkbox"/> Annual License
<input checked="" type="checkbox"/> Renewal – No Changes	<input checked="" type="checkbox"/> Transient Vendor (Retail)	Number of Days Open:
<input type="checkbox"/> Renewal – Change (s)	<input type="checkbox"/> Peddler/Mobil Lunch Cart* <i>See Health Department</i>	Hours AM PM
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Entertainment License <i>Complete Entertainment Application</i>	<input checked="" type="checkbox"/> Seasonal License
<input type="checkbox"/> Name Change	<input type="checkbox"/> Lodging House	Number of Days Open: 108
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date: 05-27-2016
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date: 09-12-2016
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours 8:30 AM 9:00 PM
<input type="checkbox"/> Annual to Seasonal	<input type="checkbox"/> Other	<input type="checkbox"/> Change of Hours
<input type="checkbox"/> Extension of Premises		<input type="checkbox"/> Other

Other information please describe CAMPGROUND WITH CAMP STORE

APPLICANT INFORMATION

Name of Applicant STEPHEN M. CURRIER

Name of Business/Corporation/Partnership NORTH OF HIGHLAND CAMPING AREA, LLC

Business Location 52 HEAD OF THE MEADOW ROAD NORTH TRURO, MA 02652
Truro Street Address

Mailing Address of Business P.O. BOX 297 NORTH TRURO MA 02652
Please use preferred mailing address for any Town Correspondence

Business Contact Information 508-487-1191 / [REDACTED] / [REDACTED]
Business Number/Cell Number/Email Address

Name of Manager GREGORY S. CURRIER & BRANDON T. CURRIER
Please Print

Manager Contact Information [REDACTED]
Cell Number/Email Address
Manager's Mailing Address P.O. BOX 297 NORTH TRURO, MA 02652
FEIN Business Number [REDACTED]
Food Vendor Drivers' License # _____ Vehicle Registration # _____


CHECKLIST-Please provide the following items if not provided to the Health Department.

- RESTAURANTS- See Health Department Application
- FIRE PROTECTION SYSTEMS ANNUAL TEST REPORT
- IF YOU HAVE EMPLOYEES- Provide Workers Compensation Affidavit AND Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Provide Workers Compensation Affidavit ONLY
- IF SELLING ALCOHOL FOR CONSUMPTION ON PREMISE
 - Provide Liquor Liability Insurance
 - Provide Current Building and Fire Certificate of Inspection
 - TIPS Server Training Certificates for Servers
- Mobil Food Unit-Attach State Hawker Peddler License
- Ice Cream Truck-Complete CORI Form and Permit to Engage in Ice Cream Vending (MGL 270 §25)
- Business Certificate with the Clerk's Office-*A Business Certificate is commonly referred to as a d/b/a or "Doing Business As" form. Its purpose is primarily for consumer protection and is considered a public record. Pursuant to M.G.L. Chapter 110, section 5, a person must file a business certificate when conducting business in Truro under any title (business name) other than the real name of the individual, partnership, or corporation. (Note: Certain exemptions to filing are allowed under section 6: a corporation doing business as its true name; a legal partnership is doing business under any title which includes the true surname of any partner; certain other exemptions exist for trusts and limited partnerships.)*

ATTESTATION

Pursuant to M.G. L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all local state taxes required under law and the information I have provided is true and accurate. Any misstatement in this application, or violation of state or applicable town bylaws or regulations, shall be considered sufficient cause for refusal, suspension or revocation of the license.

STEPHEN M. CURRIER
Print Name


Signature of Applicant

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

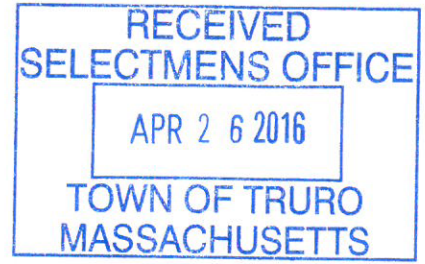
TOWN OF TRURO
Administration Office ♦ Main Floor Town Hall
24 Town Hall Rd ♦ PO Box 2030
Truro, MA 02666

-----Office Use Only-----

- Payment Received
- Health Agent or Board of Health Approval Board of Selectmen Meeting Date for Approval _____



TOWN OF TRURO
Licensing Department
 PO Box 2030, Truro, MA 02666
 PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505
 Email: ntudor@truro-ma.gov or nscoullar@truro-ma.gov



Application for an Entertainment License

Weekday Saturday Sunday

The undersigned hereby applies for a license in accordance with the provisions of
 Mass. General Laws, c.140 §183A amended, Ch. 140§181 & Ch.136§4

BUSINESS/ORGANIZATION INFORMATION

STEPHEN M. CURRIER NORTH OF HIGHLAND CAMPING AREA LLC
 Name of Applicant Business/Organization Name

P.O. BOX 297 N. TRURO, MA 02652
 Mailing Address of Business/Organization

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

STEPHEN M. CURRIER [REDACTED] [REDACTED]
 Contact Person Phone Number Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name Mailing Address
 Phone Number Email Address

EVENT INFORMATION

SEASONAL 05/27/2016 → 09/12/2016 USE BY CAMPERS
 Day (s)/Date (s) of Event for License to be issued Purpose of Event (example: fundraiser)

Hours of Event (from - to) 8 AM - 10 PM

REC. HALL 52 HEAD OF MEADOW RD Event is: Indoor Outdoor Event
 Location (Must provide facility name, if any, street number and name) (Please check applicable box)

STEPHEN M. CURRIER [REDACTED]
 Property Owner Name and Address Phone number

Seating Capacity: _____ Occupancy Number: _____

 Name of Caterer (if applicable) Approximate number of people attending _____

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

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

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

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

Other: Video Games Pool/Billiard Tables (Please indicate quantity) 2

Applicant's Signature

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

Stephen D. Currier
Signature

4-26-16
Date

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

Office Use Only

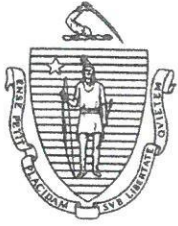
APPROVAL

License No _____

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takaljian Date 5/2/16

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



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

RECEIVED
 SELECTMENS OFFICE
 APR 21 2016
 TOWN OF TRURO
 MASSACHUSETTS

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: NORTH OF HIGHLAND CAMPING AREA, LLC

Address: 52 HEAD OF THE MEADOW ROAD, P.O. BOX 297

City/State/Zip: NORTH TRURO, MA 02652 Phone #: 508-487-1191

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 CAMPGROUND

*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: ZURICH - AMERICAN

Insurer's Address: AGENT LEAVITT REC. + HOSPITALITY INS.

City/State/Zip: 942 14TH ST. STURGIS SD 57785

PRODUCER JIMMY TOMBLIN

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: [REDACTED]

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: 4-18-16

Phone #: [REDACTED]

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 #: _____



VDAC

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: [REDACTED] RENEWAL OF (E [REDACTED])

INSURER: AMERICAN ZURICH INSURANCE COMPANY

NCCI CO CODE: 17965

1.

INSURED:

NORTH OF HIGHLAND CAMPING AREA LLC PO BOX 297 NORTH TRURO MA 02652

PRODUCER:

LEAVITT RECREATION & 942 14TH STREET STURGIS SD 57785

Insured is A LIMITED LIABILITY COMPANY

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 01-01-16 to 01-01-17 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

MA

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Table with 3 columns: Description, Amount, and Unit. Rows include Bodily Injury by Accident (\$ 100000 Each Accident), Bodily Injury by Disease (\$ 500000 Policy Limit), and Bodily Injury by Disease (\$ 100000 Each Employee).

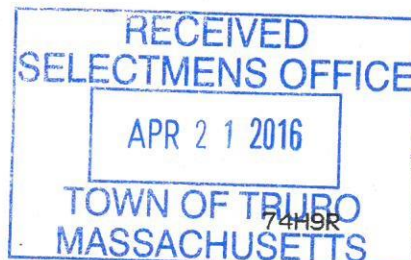
C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

COVERAGE REPLACED BY ENDORSEMENT WC 20 03 06B

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.



DATE OF ISSUE: 12-14-15 WC OFFICE: ZURICH-ORLAN 809 PRODUCER: LEAVITT RECREATION &

ST ASSIGN: MA



TOWN OF TRURO

BUSINESS LICENSE APPLICATION ADMINISTRATION OFFICE

Main Floor Town Hall • P.O. Box 2030
24 Town Hall Rd • Truro, MA 02666
Tel: 508-349-7004 Extensions: 10 or 24 Fax: 508-349-5505

RECEIVED
SELECTMENS OFFICE
APR 27 2016
TOWN OF TRURO
MASSACHUSETTS

NO BUSINESS MAY OPERATE WITHOUT A VALID LICENSE ON THE PREMISES

The undersigned hereby applies for a License to conduct business in the Town of Truro in accordance with the Statutes of the Commonwealth of Massachusetts and subject to the Rules and Regulations of the Licensing Authorities.

Please check the appropriate box that best describes the license type (s) being applied for:

Business Request	License Type	Hours of Operation
<input type="checkbox"/> New Application	<input type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i>	<input type="checkbox"/> Annual License
<input checked="" type="checkbox"/> Renewal – No Changes	<input checked="" type="checkbox"/> Transient Vendor (Retail)	Number of Days Open:
<input type="checkbox"/> Renewal – Change (s)	<input type="checkbox"/> Peddler/Mobil Lunch Cart* <i>See Health Department</i>	Hours AM PM
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Entertainment License <i>Complete Entertainment Application</i>	<input checked="" type="checkbox"/> Seasonal License
<input type="checkbox"/> Name Change	<input type="checkbox"/> Lodging House	Number of Days Open:
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date: 4-1-16
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date: 10-30-16
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours 8 AM 8 PM
<input type="checkbox"/> Annual to Seasonal	<input type="checkbox"/> Other	<input type="checkbox"/> Change of Hours
<input type="checkbox"/> Extension of Premises		<input type="checkbox"/> Other

Other information please describe _____

APPLICANT INFORMATION

Name of Applicant Wayne Klekamp

Name of Business/Corporation/Partnership Adventure Bound Camping Resort - Cape Cod

Business Location 46 Highland Road North Truro, MA 02652

Truro Street Address

Mailing Address of Business 905 16th Place, Vero Beach, FL 32968

Please use preferred mailing address for any Town Correspondence

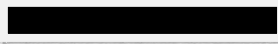
Business Contact Information: [Redacted] ap@abcamping.com

Business Number/Cell Number/Email Address

Name of Manager James Bourne

Please Print

Manager Contact Information



Cell Number/Email Address

Manager's Mailing Address 46 Highland Road

FEIN Business Number



Food Vendor Drivers' License #

Vehicle Registration #

CHECKLIST-Please provide the following items if not provided to the Health Department.

- RESTAURANTS- See Health Department Application
- FIRE PROTECTION SYSTEMS ANNUAL TEST REPORT
- IF YOU HAVE EMPLOYEES- Provide Workers Compensation Affidavit **AND** Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Provide Workers Compensation Affidavit **ONLY**
- IF SELLING ALCOHOL FOR CONSUMPTION ON PREMISE
 - Provide Liquor Liability Insurance
 - Provide Current Building and Fire Certificate of Inspection
 - TIPS Server Training Certificates for Servers
- Mobil Food Unit-Attach State Hawker Peddler License
- Ice Cream Truck-Complete CORI Form and Permit to Engage in Ice Cream Vending (MGL 270 §25)
- Business Certificate with the Clerk's Office-*A Business Certificate is commonly referred to as a d/b/a or "Doing Business As" form. Its purpose is primarily for consumer protection and is considered a public record. Pursuant to M.G.L. Chapter 110, section 5, a person must file a business certificate when conducting business in Truro under any title (business name) other than the real name of the individual, partnership, or corporation. (Note: Certain exemptions to filing are allowed under section 6: a corporation doing business as its true name; a legal partnership is doing business under any title which includes the true surname of any partner; certain other exemptions exist for trusts and limited partnerships.)*

ATTESTATION

Pursuant to M.G. L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all local state taxes required under law and the information I have provided is true and accurate. Any misstatement in this application, or violation of state or applicable town bylaws or regulations, shall be considered sufficient cause for refusal, suspension or revocation of the license.

A. Wanne Keenan

Print Name

Signature of Applicant

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

TOWN OF TRURO
Administration Office ♦ Main Floor Town Hall
24 Town Hall Rd ♦ PO Box 2030
Truro, MA 02666

Office Use Only

- Payment Received
- Health Agent or Board of Health Approval Board of Selectmen Meeting Date for Approval _____



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

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: North Truro Camping DBA Adventure Bound
Camping Resorts - Cape Cod
 Address: 46 Highland Road
 City/State/Zip: North Truro, MA 02652 Phone #: 508-487-1847

Are you an employer? Check the appropriate box:

1. I am an employer with seasonal 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 Campground

*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: First National Ins Agency
 Insurer's Address: 12 Federal Street, Suite 405
 City/State/Zip: Pittsburgh, PA 15212
 Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 4-1-17

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: _____ Date: 4.20.16
 Phone #: 772 584-3628

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 #: _____



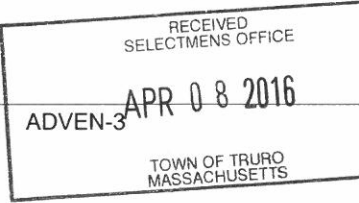
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2016

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).

PRODUCER First National Insurance 12 Federal St., Suite 405 Pittsburgh PA 15212		CONTACT NAME: PHONE (A/C. No. Ext): 412-359-2530 FAX (A/C. No.): 412-231-0249 E-MAIL ADDRESS:												
		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Everest National Insurance</td> <td></td> </tr> <tr> <td>INSURER B : National Casualty Company</td> <td></td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance		INSURER B : National Casualty Company		INSURER C : New Hampshire Insurance Co.		INSURER D :		INSURER E :	
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED H. Wayne Klekamp, Inc. See attached Named Insured List 905 16th Place Vero Beach FL 32960														

COVERAGES

CERTIFICATE NUMBER: 1149922815

REVISION NUMBER:

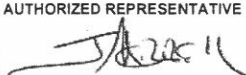
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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:			[REDACTED]	4/1/2016	4/1/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$excluded
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> 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			[REDACTED]	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			[REDACTED]	4/1/2016	4/1/2017	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	[REDACTED]	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	NJ Auto			[REDACTED]	4/1/2016	4/1/2017	Comb Single Limit	\$1,000,000

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

re: 45 Highland Rd., North Truro, MA location

CERTIFICATE HOLDER**CANCELLATION**

Town of Truro Licensing Department PO Box 2030 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 
--	---

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Named Insured List:

Name

H. Wayne Klekamp, Inc. dba Adventure Bound Camping Resorts;
Vacation Camp Resorts International, Inc. dba Yogi Bear's Jellystone Park Ashland;
A/C Mobile Home Park Inc. dba Adventure Bound Camping Resorts at Cape Cod;
N/W Campground Inc. dba Adventure Bound Camping Resorts at Cape May;
M/B Campground Inc. dba Yogi Bear's Jellystone Park Cooperstown;
D/R RV Resort, Inc. dba Adventure Bound Camping Resorts at Deer Run;
E/P Campground, Inc. dba Adventure Bound Camping Resorts at Eagles Peak;
C/H Campground, Inc. dba Adventure Bound Camping Resorts at Gatlinburg;
C/G Mobile Home Park Inc. dba Adventure Bound Camping Resorts-Tucson, AZ at Cactus Country RV
T/P Campground, Inc. dba Yogi Bear's Jellystone Park-Elmer, NJ;
O/C Campground, Inc. dba Adventure Bound Camping Resorts-Oak Creek;
F/W Campground, Inc. dba Adventure Bound Camping Resorts - Four Winds;
Adventure Bound Washington, LLC dba Adventure Bound Camping Resorts - Washington, DC

RALPH J. PERRY, INC.

P.O. BOX 339 • HYANNIS, MA 02601 • 508-775-3473

MA-CR#017 • DOT CERT #A-850

FIRE PROTECTION INSPECTION REPORT/WORK ORDER# No 52457

NAME: ADVENTURE BOUND DATE 4/20/16 ACCOUNT# _____
LOCATION 46 HIGHLAND RD NEW _____ CHARGE X COD _____
N TRURO ANNUAL X NEW EQUIP _____ SERVICE RETURNS _____
TOTAL # OF EXTINGUISHERS 20
BILL TO _____ # EXTINGUISHERS DUE SERVICE NEXT YEAR (2) 10# (2) 5#
CUSTOMER PO# _____ INSPECTION DUE 4/17
CONTACT JAMES PHONE (210) 542-0700 EMAIL _____ SERVICE/LABOR 2

NEW EQUIPMENT

DRY CHEM 2 1/2 ABC _____ 5ABC _____ 10ABC _____ 20ABC _____ 10BC _____ 20BC _____ 10PK _____ 20PK _____
CO2 5lb _____ 10lb _____ 15lb _____ 20lb _____ PW _____ CLASS K _____ HALOTRON 2 1/2 lb _____ 5lb _____ 11lb _____ 15.5lb _____
MARINE SYSTEM _____ EMERGENCY LIGHTS _____ EXIT LIGHTS _____ OTHER _____

INSPECTION / RECERTIFICATION

DRYCHEM 20 K CLASS _____ PW _____ HALON/HALOTRON _____ CO2 _____ COND TEST _____ MARINE CYLINDER _____
EMERGENCY LIGHTS _____ EXIT LIGHTS _____ OTHER _____

RECHARGE / SERVICE / HYDROTEST

RECHARGES _____ SERVICE _____
DRY CHEM 2 1/2 lb _____ 5lb 4 10lb _____ 20lb 1 6 YEAR MAINTENANCE 2 HYDROTEST 3
PW _____ K CLASS .61 _____ 2.5G _____ HYDROTEST _____
HALOTRON 2 1/2 lb _____ 5lb _____ 11 lb _____ 15 1/2 lb _____ 6 YEAR MAINTENANCE _____ HYDROTEST _____
CO2 5 lb _____ 10lb _____ 15lb _____ 20lb _____ COND TEST _____ HYDROTEST _____

Notes:

PARTS

SERVICE COLLAR 5 WALL HOOK _____ M1-5lb _____ Other _____
ORING 5 VEHICLE BRACKET _____ M2-10lb _____
CHECK STEM _____ HEAVY DUTY BRACKET _____ 20lb _____
PULL PIN _____ BULBS _____ REPLACEMENT COVER _____
GAUGE _____ BATTERIES _____ BATTERY DISPOSAL _____ FEC COVER _____

SIGNS / LABELS

FIRST AID

DOT _____ OSHA _____ PWM 90 _____ FIRST AID KIT 8161 _____ 8162 _____ 8163 _____ J-KIT _____ REFILL _____
BL SERIES VINYL _____ TYPE _____ EYEWASH STATION _____ REFILL _____ INSPECTA SHIELD _____
RP SERIES PLASTIC _____ TYPE _____ OTHER _____

FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA10 CODE YES - NO

RECOMMENDATIONS: BOTH SITES

MIKE (774) 487-7867

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.

M HL 5342
SERVICE TECHNICIAN LIC #

[Signature]
CUSTOMER'S AUTHORIZED REPRESENTATIVE

The above service technician certifies that the fire extinguishers and emergency lights were personally inspected and found conditions to be as indicated above.



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

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: Adventure Bound Camping Resorts - Hortons

OWNER/MANAGER: Wayne Klekamp

ADDRESS: 67 South Highland Road

PHONE #: 508-487-1847 NUMBER OF UNITS: 218

CONTACT PERSON: Wayne Klekamp

ADDRESS: same

TESTING COMPANY: Ralph J Perry, Inc

TESTING ELECTRICIAN/TECHNICIAN: CR 017

COMPANY PHONE #: 508-775-3473 HOME PHONE #: _____

LICENSE #: CR 017

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

COMMENTS: attached

DATE OF CERTIFICATION: 4-20-2016 BY: attached

Signature of Licensed Electrician

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



TOWN OF TRURO

BUSINESS LICENSE APPLICATION ADMINISTRATION OFFICE

Main Floor Town Hall • P.O. Box 2030
24 Town Hall Rd • Truro, MA 02666

Tel: 508-349-7004 Extensions: 10 or 24 Fax: 508-349-5505



NO BUSINESS MAY OPERATE WITHOUT A VALID LICENSE ON THE PREMISES

The undersigned hereby applies for a License to conduct business in the Town of Truro in accordance with the Statutes of the Commonwealth of Massachusetts and subject to the Rules and Regulations of the Licensing Authorities.

Please check the appropriate box that best describes the license type (s) being applied for:

Business Request	License Type	Hours of Operation
<input type="checkbox"/> New Application	<input type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i>	<input type="checkbox"/> Annual License
<input checked="" type="checkbox"/> Renewal – No Changes	<input checked="" type="checkbox"/> Transient Vendor (Retail)	Number of Days Open:
<input type="checkbox"/> Renewal – Change (s)	<input type="checkbox"/> Peddler/Mobil Lunch Cart* <i>See Health Department</i>	Hours AM PM
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Entertainment License <i>Complete Entertainment Application</i>	<input checked="" type="checkbox"/> Seasonal License
<input type="checkbox"/> Name Change	<input type="checkbox"/> Lodging House	Number of Days Open:
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date: 4-1-16
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date: 10-30-16
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours 8 AM 8 PM
<input type="checkbox"/> Annual to Seasonal	<input type="checkbox"/> Other	<input type="checkbox"/> Change of Hours
<input type="checkbox"/> Extension of Premises		<input type="checkbox"/> Other

Other information please describe _____

APPLICANT INFORMATION

Name of Applicant Wayne Klekamp

Name of Business/Corporation/Partnership Adventure Bound Camping Resort at Hortons

Business Location 67 South Highland Rd. North Truro, MA
Truro Street Address

Mailing Address of Business 905 16th Place, Vero Beach, FL 32968

Please use preferred mailing address for any Town Correspondence

Business Contact Information ap@abcamping.com

Business Number/Cell Number/Email Address

Name of Manager James Bourne

Please Print

Manager Contact Information 508 487-1847 Cell Number/Email Address

Manager's Mailing Address 46 Highland Road

FEIN Business Number [REDACTED]

Food Vendor Drivers' License # _____ Vehicle Registration # _____

CHECKLIST-Please provide the following items if not provided to the Health Department.

- RESTAURANTS- See Health Department Application
- FIRE PROTECTION SYSTEMS ANNUAL TEST REPORT
- IF YOU HAVE EMPLOYEES- Provide Workers Compensation Affidavit **AND** Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Provide Workers Compensation Affidavit **ONLY**
- IF SELLING ALCOHOL FOR CONSUMPTION ON PREMISE
 - Provide Liquor Liability Insurance
 - Provide Current Building and Fire Certificate of Inspection
 - TIPS Server Training Certificates for Servers
- Mobil Food Unit-Attach State Hawker Peddler License
- Ice Cream Truck-Complete CORI Form and Permit to Engage in Ice Cream Vending (MGL 270 §25)
- Business Certificate with the Clerk's Office-*A Business Certificate is commonly referred to as a d/b/a or "Doing Business As" form. Its purpose is primarily for consumer protection and is considered a public record. Pursuant to M.G.L. Chapter 110, section 5, a person must file a business certificate when conducting business in Truro under any title (business name) other than the real name of the individual, partnership, or corporation. (Note: Certain exemptions to filing are allowed under section 6: a corporation doing business as its true name; a legal partnership is doing business under any title which includes the true surname of any partner; certain other exemptions exist for trusts and limited partnerships.)*

ATTESTATION

Pursuant to M.G. L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all local state taxes required under law and the information I have provided is true and accurate. Any misstatement in this application, or violation of state or applicable town bylaws or regulations, shall be considered sufficient cause for refusal, suspension or revocation of the license.

H. WAYNE KURANP
Print Name

[Signature]
Signature of Applicant

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

TOWN OF TRURO
Administration Office • Main Floor Town Hall
24 Town Hall Rd • PO Box 2030
Truro, MA 02666

-----**Office Use Only**-----

- Payment Received
- Health Agent or Board of Health Approval Board of Selectmen Meeting Date for Approval _____



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

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: Adventure Bound Camping Resorts - Hortons

OWNER/MANAGER: Wayne Klekamp

ADDRESS: 67 South Highland Road

PHONE #: 508-487-1847 NUMBER OF UNITS: 218

CONTACT PERSON: Wayne Klekamp

ADDRESS: same

TESTING COMPANY: Ralph J Perry, Inc

TESTING ELECTRICIAN/TECHNICIAN: CR 017

COMPANY PHONE #: 508-775-3473 HOME PHONE #: _____

LICENSE #: CR 017

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

COMMENTS: attached

DATE OF CERTIFICATION: 4-20-2016 BY: attached

Signature of Licensed Electrician

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2016

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).


PRODUCER First National Insurance 12 Federal St., Suite 405 Pittsburgh PA 15212	CONTACT NAME: _____
	PHONE (A/C, No, Ext): 412-359-2530 FAX (A/C, No): 412-231-0249 E-MAIL ADDRESS: _____
INSURER(S) AFFORDING COVERAGE	
INSURED H. Wayne Klekamp, Inc. See attached Named Insured List 905 16th Place Vero Beach FL 32960	INSURER A : Everest National Insurance
	INSURER B : National Casualty Company
	INSURER C : New Hampshire Insurance Co.
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** [REDACTED] **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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: _____			[REDACTED]	4/1/2016	4/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) Sexcluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 S
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> 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			[REDACTED]	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			[REDACTED]	4/1/2016	4/1/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 S
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	[REDACTED]	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	NJ Auto			[REDACTED]	4/1/2016	4/1/2017	Comb Single Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
re: 45 Highland Rd., North Truro, MA location

CERTIFICATE HOLDER	CANCELLATION
Town of Truro Licensing Department PO Box 2030 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 

Named Insured List:

Name

H. Wayne Klekamp, Inc. dba Adventure Bound Camping Resorts;
Vacation Camp Resorts International, Inc. dba Yogi Bear's Jellystone Park Ashland;
A/C Mobile Home Park Inc. dba Adventure Bound Camping Resorts at Cape Cod;
N/W Campground Inc. dba Adventure Bound Camping Resorts at Cape May;
M/B Campground Inc. dba Yogi Bear's Jellystone Park Cooperstown;
D/R RV Resort, Inc. dba Adventure Bound Camping Resorts at Deer Run;
E/P Campground, Inc. dba Adventure Bound Camping Resorts at Eagles Peak;
C/H Campground, Inc. dba Adventure Bound Camping Resorts at Gatlinburg;
C/G Mobile Home Park Inc. dba Adventure Bound Camping Resorts-Tucson, AZ at Cactus Country RV
T/P Campground, Inc. dba Yogi Bear's Jellystone Park-Elmer, NJ;
O/C Campground, Inc. dba Adventure Bound Camping Resorts-Oak Creek;
F/W Campground, Inc. dba Adventure Bound Camping Resorts - Four Winds;
Adventure Bound Washington, LLC dba Adventure Bound Camping Resorts - Washington, DC

RALPH J. PERRY, INC.

P.O. BOX 339 • HYANNIS, MA 02601 • 508-775-3473

MA-CR#017 • DOT CERT #A-850

FIRE PROTECTION INSPECTION REPORT/WORK ORDER# No 52457

NAME: ADVENTURE BOUND DATE 4/20/16 ACCOUNT# _____
LOCATION 462 HIGHLAND RD NEW _____ CHARGE X COD _____
N TRU20 ANNUAL X NEW EQUIP _____ SERVICE RETURNS _____
TOTAL # OF EXTINGUISHERS 20
BILL TO _____ # EXTINGUISHERS DUE SERVICE NEXT YEAR (2) 10# (2) 5#
CUSTOMER PO# _____ INSPECTION DUE 4/17
CONTACT JAMES PHONE (210) 542-0700 EMAIL _____ SERVICE/LABOR 2

NEW EQUIPMENT

DRY CHEM 2 1/2 ABC _____ 5ABC _____ 10ABC _____ 20ABC _____ 10BC _____ 20BC _____ 10PK _____ 20PK _____
CO2 5lb _____ 10lb _____ 15lb _____ 20lb _____ PW _____ CLASS K _____ HALOTRON 2 1/2 lb _____ 5lb _____ 11lb _____ 15.5lb _____
MARINE SYSTEM _____ EMERGENCY LIGHTS _____ EXIT LIGHTS _____ OTHER _____

INSPECTION / RECERTIFICATION

DRYCHEM 20 K CLASS _____ PW _____ HALON/HALOTRON _____ CO2 _____ COND TEST _____ MARINE CYLINDER _____
EMERGENCY LIGHTS _____ EXIT LIGHTS _____ OTHER _____

RECHARGE / SERVICE / HYDROTEST

RECHARGES SERVICE
DRY CHEM 2 1/2 lb _____ 5lb 4 10lb _____ 20lb 1 6 YEAR MAINTENANCE 2 HYDROTEST 3
PW _____ K CLASS .61 _____ 2.5G _____ HYDROTEST _____
HALOTRON 2 1/2 lb _____ 5lb _____ 11 lb _____ 15 1/2 lb _____ 6 YEAR MAINTENANCE _____ HYDROTEST _____
CO2 5 lb _____ 10lb _____ 15lb _____ 20lb _____ COND TEST _____ HYDROTEST _____

Notes:

PARTS

SERVICE COLLAR 5 WALL HOOK _____ M1-5lb _____ Other _____
ORING 5 VEHICLE BRACKET _____ M2-10lb _____
CHECK STEM _____ HEAVY DUTY BRACKET _____ 20lb _____
PULL PIN _____ BULBS _____ REPLACEMENT COVER _____
GAUGE _____ BATTERIES _____ BATTERY DISPOSAL _____ FEC COVER _____

SIGNS / LABELS

FIRST AID

DOT _____ OSHA _____ PWM 90 _____ FIRST AID KIT \$161 _____ \$162 _____ \$163 _____ J-KIT _____ REFILL _____
BL SERIES VINYL _____ TYPE _____ EYEWASH STATION _____ REFILL _____ INSPECTA SHIELD _____
RP SERIES PLASTIC _____ TYPE _____ OTHER _____

FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA 10 CODE YES NO

RECOMMENDATIONS: BOTH SITES

MIKE (774) 487-7867

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.

M BL 5342
SERVICE TECHNICIAN LIC #

[Signature]
CUSTOMER'S AUTHORIZED REPRESENTATIVE

The above service technician certifies that the fire extinguishers and emergency lights were personally inspected and found conditions to be as indicated above.



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

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: North Truro Camping DBA Adventure Bound
Camping Resorts - Cape Cod
 Address: 46 Highland Road
 City/State/Zip: North Truro, MA 02652 Phone #: 508-487-1847

Are you an employer? Check the appropriate box:

1. I am an employer with seasonal 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 Campground

*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: First National Ins Agency
 Insurer's Address: 12 Federal Street, Suite 405
 City/State/Zip: Pittsburgh, PA 15212
 Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 4-1-17

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: _____ Date: 4.20.16

Phone #: [REDACTED]

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 #: _____

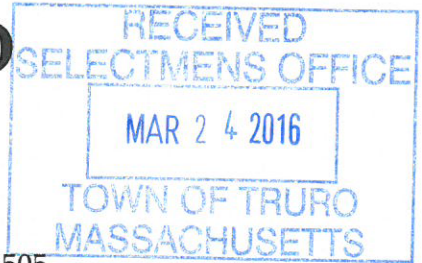


TOWN OF TRURO

BUSINESS LICENSE APPLICATION ADMINISTRATION OFFICE

Main Floor Town Hall • P.O. Box 2030
24 Town Hall Rd • Truro, MA 02666

Tel: 508-349-7004 Extensions: 10 or 24 Fax: 508-349-5505



NO BUSINESS MAY OPERATE WITHOUT A VALID LICENSE ON THE PREMISES

The undersigned hereby applies for a License to conduct business in the Town of Truro in accordance with the Statutes of the Commonwealth of Massachusetts and subject to the Rules and Regulations of the Licensing Authorities.

Please check the appropriate box that best describes the license type (s) being applied for:

Business Request	License Type	Hours of Operation
<input type="checkbox"/> New Application	<input type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i>	<input type="checkbox"/> Annual License
<input checked="" type="checkbox"/> Renewal – No Changes	<input type="checkbox"/> Transient Vendor (Retail)	Number of Days Open:
<input type="checkbox"/> Renewal – Change (s)	<input checked="" type="checkbox"/> Peddler/Mobil Lunch Cart* <i>See Health Department</i>	Hours AM PM
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Entertainment License <i>Complete Entertainment Application</i>	<input checked="" type="checkbox"/> Seasonal License
<input type="checkbox"/> Name Change	<input type="checkbox"/> Lodging House	Number of Days Open: M-S 7
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date: 5/28/16
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date: 10/10/16
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours 10 AM 8 PM
<input type="checkbox"/> Annual to Seasonal	<input type="checkbox"/> Other	<input type="checkbox"/> Change of Hours
<input type="checkbox"/> Extension of Premises		<input type="checkbox"/> Other

Other information please describe _____

APPLICANT INFORMATION

Name of Applicant DAVID LEWIS

Name of Business/Corporation/Partnership LEWIS BROTHERS, INC.

Business Location 310 COMMERCIAL ST. PROVINCETOWN, MA. 02657
Truro Street Address

Mailing Address of Business _____
Please use preferred mailing address for any Town Correspondence

Business Contact Information _____
Business Number/Cell Number/Email Address

Name of Manager DAVID LEWIS
Please Print

Manager Contact Information _____

Cell Number/Email Address

Manager's Mailing Address 155 SAMOSET RD. GASTON, MA 02642

FEIN Business Number _____

Food Vendor Drivers' License # _____ Vehicle Registration # _____

CHECKLIST-Please provide the following items if not provided to the Health Department.

- RESTAURANTS- See Health Department Application
- FIRE PROTECTION SYSTEMS ANNUAL TEST REPORT
- IF YOU HAVE EMPLOYEES- Provide Workers Compensation Affidavit **AND** Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Provide Workers Compensation Affidavit **ONLY**
- IF SELLING ALCOHOL FOR CONSUMPTION ON PREMISE
 - Provide Liquor Liability Insurance
 - Provide Current Building and Fire Certificate of Inspection
 - TIPS Server Training Certificates for Servers
- Mobil Food Unit-Attach State Hawker Peddler License
- Ice Cream Truck-Complete CORI Form and Permit to Engage in Ice Cream Vending (MGL 270 §25)
- Business Certificate with the Clerk's Office-*A Business Certificate is commonly referred to as a d/b/a or "Doing Business As" form. Its purpose is primarily for consumer protection and is considered a public record. Pursuant to M.G.L. Chapter 110, section 5, a person must file a business certificate when conducting business in Truro under any title (business name) other than the real name of the individual, partnership, or corporation. (Note: Certain exemptions to filing are allowed under section 6: a corporation doing business as its true name; a legal partnership is doing business under any title which includes the true surname of any partner; certain other exemptions exist for trusts and limited partnerships.)*

ATTESTATION

Pursuant to M.G. L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all local state taxes required under law and the information I have provided is true and accurate. Any misstatement in this application, or violation of state or applicable town bylaws or regulations, shall be considered sufficient cause for refusal, suspension or revocation of the license.

DAVID LEWIS

Print Name

David S. Lewis

Signature of Applicant

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

TOWN OF TRURO
Administration Office ♦ Main Floor Town Hall
24 Town Hall Rd ♦ PO Box 2030
Truro, MA 02666

-----**Office Use Only**-----

- Payment Received
- Health Agent or Board of Health Approval Board of Selectmen Meeting Date for Approval _____

SPECIAL STATE LICENSE

Hawker or Pedler

*Take care of your license.
Lost license will not be replaced.*

Fee: \$60.00
Display \$2.00

No **122326 A**

Licensee: David Lewis
155 Samoset Road
Eastham, MA 02642

The Commonwealth of Massachusetts

DIVISION OF STANDARDS
ONE ASHBURTON PLACE, BOSTON



Expires: 4-27-17

Date of Birth: [REDACTED]

Date 4-28-16

*Above portion must be worn in a visible
and conspicuous manner on outer clothing.*

Be it known unto all to whom these presents come, that the above-named person is hereby licensed to go about as a HAWKER or PEDLER in all the Cities and Towns in this Commonwealth, and to sell or expose for sale or barter any meats, butter, cheese, fish, fruits, vegetables, or other goods, wares or merchandise; except jewelry, furs, wines, spirituous liquors, small artificial flowers or miniature flags.

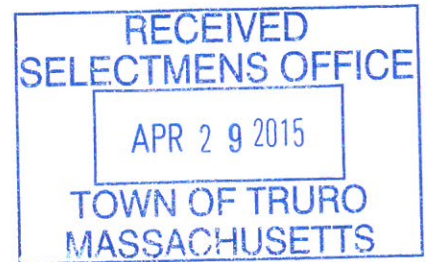
This license is not valid until after the licensee has endorsed his usual signature in the space provided in the margin hereof, and the license is dated and stamped with the official stamp or signature of the Director. The portion of the license indicating the license number, licensee's name and the date of expiration must be worn in a visible and conspicuous manner on outer clothing, otherwise he will be liable to the same penalty as if he had no license.

[Handwritten Signature]

.....
Director of Standards

THIS LICENSE IS NOT TRANSFERABLE

.....
Signature of Licensee



Lewis Brothers Homemade Ice Cream
310 Commercial Street
Provincetown, MA 02657
508-487-0977

Dear Truro Board of Selectmen,

Lewis Brothers Homemade Ice Cream would like to request a peddler's permit for the 2015 season to sell our homemade ice cream from our solar ice cream truck at the following Truro beaches:

Bayside Beaches:

Cold Storage
Great Hollow
Corn Hill

Oceanside Beaches:

Ballston
Long Nook
Coast Guard
Head of the Meadow *

* pending approval from concession vendor

Puma Park

Truro Center for the Arts Castle Hill
Truro Adventure Bound Camping Resorts

The route would begin at 12pm and continue until 8pm.

Route from Provincetown:

- South on Route 6, west onto Standish Way, stop at Puma Park (weekends only).
- West on Standish Way, south on Shore Road, west on Pond Road, stop at Cold Storage Beach
- East on Pond Rd, continue east on Highland Road, north on Coast Guard Road, stop at Coast Guard Beach
- South on Coast Guard Road, continue on South Highland Road, stop at Horton's Adventure Bound Camping Resort
- South on South Highland Road, west on Highland Road, stop at Adventure Bound Camping Resort

-South on Coast Guard Road, west on Highland Road, south (west) on Route 6, west on Great Hollow Road, stop at Great Hollow Beach.

-East on Great Hollow Road, south on Route 6, west on Castle Road, west on Corn Hill Road, stop at Corn Hill Beach.

-East on Corn Hill Road, south on Castle Road, East on Meetinghouse Road, stop at Truro Center for the Arts Castle Hill

-West on Meetinghouse Road, south on Castle Road to Truro Center Road, east on South Pamet Road, stop at Ballston Beach

-West on South Pamet Road, north on Route 6, east on Long Nook Road, stop at Long Nook Beach.

-East on Long Nook Road, north on Route 6, east on Head of the Meadow Road, stop at Head of the Meadow Beach. (This stop is pending approval from the concession vender, as we successfully did in 2014)

-West on Head of the Meadow Road to Route 6, north (east) on Route 6 to Provincetown.

Sincerely,

David Lewis
Owner
Lewis Brothers Homemade Ice Cream



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



Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: LEWIS BROTHERS, INC

Address: 310 COMMERCIAL ST. #

City/State/Zip: PROVINCETOWN, MA 02657 Phone #: [REDACTED]

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input checked="" type="checkbox"/> I am an employer with <u>10</u> employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> 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]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p>Business Type (required):</p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other _____</p>
--	--

*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: AEIC

Insurer's Address: 54 THIRD AVE

City/State/Zip: BURLINGTON, MA 01803

Policy # or Self-ins. Lic. #: [REDACTED] Expiration Date: 8/21/16

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: 3/21/16

Phone #: [REDACTED]

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

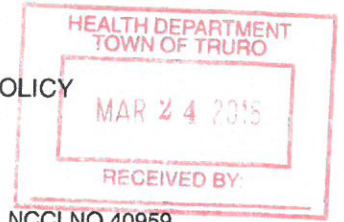
City or Town: _____ Permit/License # _____

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 #: _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
 INFORMATION PAGE

Associated Employers Insurance Company
 54 Third Avenue, Burlington, Massachusetts 01803-0970
 (800) 876-2765



POLICY NO. [REDACTED]
 PRIOR NO. [REDACTED]

ITEM

1. The Insured: Lewis Brothers Inc
 DBA:
 Mailing address: 310 Commercial Street
 Provincetown, MA 02657

FEIN: **-***3840

Legal Entity Type: Corporation

Other workplaces not shown above:

- 2. The policy period is from 08/21/2015 to 08/21/2016 12:01 a.m. standard time at the insured's mailing address.
- 3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MA
- B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.

The limits of liability under Part Two are:

Bodily Injury by Accident	\$	<u>100,000</u>	each accident
Bodily Injury by Disease	\$	<u>500,000</u>	policy limit
Bodily Injury by Disease	\$	<u>100,000</u>	each employee

C. Other States Insurance: Coverage Replaced by Endorsement WC 20 03 06 B

D. This Policy includes these Endorsements and Schedules: SEE SCHEDULE

- 4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications		Premium Basis	Rates	
	Code No.	Estimated Total Annual Remuneration	Per \$100 Of Remuneration	Estimated Annual Premium
INTRA	183786			
INTER		SEE CLASS CODE SCHEDULE		

Minimum Premium \$218

GOV STATE	GOV CLASS
MA	8017

Total Estimated Annual Premium \$2,046
 Deposit Premium \$536

State Assessments/Surcharges
 \$1,661.00 x 5.8000% \$96

This policy, including all endorsements, is hereby countersigned by

Authorized Signature

06/05/2015

Date

Service Office:
 54 Third Avenue
 Burlington MA 01803

Fireside Insurance Agency Inc
 PO Box 760
 Provincetown, MA 02657

WC 00 00 01 A (7-11)

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SAFETY INSURANCE COMPANY

20 Custom House Street
Boston, MA 02110
Telephone 800-951-2100

COMMERCIAL AUTO POLICY

Prepared For:

LEWIS BROTHERS INC
310 COMMERCIAL ST
PROVINCETOWN MA 02657

Represented By:

FIRESIDE INSURANCE AGY INC
POB760 10 SHANK PAINTER COMMON
PROVINCETOWN MA 02657
TELEPHONE 508-487-9044

This policy jacket with the Commercial Auto Policy Form, Declarations Page and Endorsements, if any, issued to form a part thereof, completes this policy.

AMENDED 02/28/2016

Office/Agent: 35 60332

Policy No: [REDACTED]

Producer Name and Address

ITEM ONE - Named Insured and Address

LEWIS BROTHERS INC
310 COMMERCIAL ST
PROVINCETOWN MA 02657

FIRESIDE INSURANCE AGY INC
POB760 10 SHANK PAINTER COMMON
PROVINCETOWN MA 02657
Telephone 508-487-9044

POLICY PERIOD: Policy covers FROM 02/28/2016 TO 02/28/2017 12:01 A.M. Standard Time at the Named Insured's Address stated above

NAMED INSURED'S BUSINESS:
FORM OF BUSINESS: OTHER

DB

COMMERCIAL

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (reflects only the changed amounts)

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "Autos" shown as covered "Autos". "Autos" are shown as covered "Autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

LIABILITY INSURANCE

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form show which autos are covered autos.)	LIMIT The most we will pay for any one accident or loss	ADJUSTED PREMIUM
Compulsory Bodily Injury	7	\$ 20,000 Each Person \$ 40,000 Each Accident	
Personal Injury Protection	7	\$ 8,000 Each Person	
Optional Bodily Injury	7 8 9	SEE SCHEDULE Each Accident	
Property Damage (COMPULSORY LIMIT \$5,000)	7 8 9	SEE SCHEDULE Each Accident	INCL
Auto Medical Payments Insurance	7	\$ SEE SCHEDULE Each Person	
Uninsured Motorists COMPULSORY LIMITS \$20,000/\$40,000	7	SEE SCHEDULE Each Person SEE SCHEDULE Each Accident	
Underinsured Motorists	7	SEE SCHEDULE Each Person SEE SCHEDULE Each Accident	

PHYSICAL DAMAGE INSURANCE

Actual Cash Value or cost of repair, whichever is less, minus the deductible for each Covered Auto.

Comprehensive Coverage	7	SEE SCHEDULE Deductible	
Specified Perils Coverage		Deductible	
Collision Coverage	7	SEE SCHEDULE Deductible	
Limited Collision Coverage		Deductible	
Loss of Use - Rental Reimbursement			
Towing and Labor		\$25 for each disablement of a private passenger "auto"	

Forms and Endorsements attached to this Coverage Form:

MM9923 0998 MM9911 1011 CA0001 1001 IL0021 0498 IL0017 1198
IL0003 0498 STN107 0106 SCA2386 0106 SCA005 0214 MM9922 0998
MM9913 0998 MM9954 0998 MM9917 0998

PREMIUM FOR ENDORSEMENTS
ESTIMATED TOTAL PREMIUM

SEE ADDITIONAL INFORMATION

Countersigned by: _____
Authorized Representative

BATCH	SEQ.	REP	CURR DATE	AGENT	RUN SEQ.	END NO.	F	LAST DATE	CDT
17B	000	0	077	0	000	02	V	000	

Safety Indemnity

LEWIS BROTHERS INC
 310 COMMERCIAL ST
 PROVINCETOWN MA 02657

DECLARATIONS.MASSACHUSETTS
 BUSINESS AUTO COVERAGE FORM
 SCHEDULE

02/28/2016

AMENDED

Office/Agent: 35 60332

Policy No: XXXXXXXXXX

Experience Modifications:	Liability 1.000	Comprehensive 1.000	Collision 1.000	Rating ID 9
All Other Modifications:	0.750	0.750	0.750	

Company Use Fields:	A -	B -	C -	D -
	E -		F -	T - xxxxx3840
	G -			

Additional Information:

Driver Information:				
Drv. No.	Driver Name	Date of Birth	License Number	State
01	DAVID LEWIS	XXXXXXXXXX	XXXXXXXXXX	MA
02	MICHAEL HAMILL	XXXXXXXXXX	XXXXXXXXXX	MA

BATCH	SEQ.	REP	CURR DATE	AGENT	RUN SEQ.	END NO.	F	LAST DATE	CDT
17B	000	0	077	0	000	02	V	000	

LEWIS BROTHERS INC
 310 COMMERCIAL ST
 PROVINCETOWN MA 02657

**DECLARATIONS.MASSACHUSETTS
 BUSINESS AUTO COVERAGE FORM
 SCHEDULE**

02/28/2016

AMENDED

Office/Agent: 35 60332

Policy No: [REDACTED]

**ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS
 LIABILITY INSURANCE - RATING BASIS, COST OF HIRE**

State	Estimated Cost of Hire For Each State	Rate Per Each \$100 Cost Of Hire		Limits (In Thousands)		Premium	
		Bodily Injury	Property Damage	Bodily Injury	Property Damage	Bodily Injury	Property Damage
MA	IF ANY	.41	.29	CSL 1000	CSL		
Total Premium							

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

STAT CODES

No.	Liability Limits			Class	Exp.
	BI	PD	BCC		
503	01		00	66190	012

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Limits (In Thousands)		Premium		
			Bodily Injury	Property Damage	Bodily Injury	Property Damage	
Other Than A Social Service Agency	Number of Employees	2	CSL 1000	CSL			
Social Service Agency	Number of Employees						
	Number of Volunteers						
TOTAL PREMIUM							

STAT CODES

No.	Liability Limits			Class	Exp.
	BI	PD	BCC		
501	01			66010	012

BATCH	SEQ.	REP	CURR DATE	AGENT	RUN SEQ.	END NO.	F	LAST DATE	CDT
17B	000	0	077	0	000	02	V	000	

Town of Truro
 24 Town Hall Road
 Truro Massachusetts 02666
 Phone (508) 349-7004 Ex.10
 FAX (508) 349-5505

 PERMITTING AUTHORITY USE ONLY
 Permit Number: 2016-01
 Date Issued: April 30, 2016
 Issuing Municipality: TRURO
 Expiration Date: April 30, 2017

*****PERMITTING AUTHORITY USE ONLY*****

It is the responsibility of the permitting authority to ensure that the identity of the new/renewal applicant is true and accurate and in the case of a renewal, that the applicant is linked to the original tracking number. The permitting authority shall only issue permits after conducting a criminal background investigation into the criminal history of an applicant to determine eligibility for a new permit or a renewal. All applications must be accompanied by a copy of an applicant's fingerprints and two current photographs.

PERMIT TO ENGAGE IN ICE CREAM TRUCK VENDING
Pursuant to G.L. c. 270 §25 and 520 CMR 15.00 et seq. (as amended)
THIS APPLICATION MUST BE FULLY COMPLETED

Name of Applicant: <u>DAVID LEWIS</u>		Phone: [REDACTED]	Cell: [REDACTED]
Street Address: <u>155 SAMOSET RD.</u>		Email address: [REDACTED]	
City/Town: <u>EASTNAM</u>	MA <u>MA</u>	ZIP: <u>02642</u>	Date of Birth: [REDACTED]
Please Check One: <input type="checkbox"/> NEW APPLICANT <input checked="" type="checkbox"/> RENEWAL MOST RECENT ICE CREAM TRUCK VENDING PERMIT NUMBER: <u>2015-02</u> ISSUED FROM WHICH CITY/TOWN? <u>TRURO</u> , MA EXPIRATION DATE: <u>4/30/16</u>		Social Security Number: [REDACTED]	
PLEASE ANSWER THE FOLLOWING QUESTIONS COMPLETELY AND ACCURATELY.			
1. Have you ever used or been known by another name? If Yes, provide name and explanation: <u>NO</u>			
2. Are you a sex offender, as defined by Section 178(c) of Chapter 6 of the General Laws? <u>NO</u>			
3. Are there currently any sex offense charges pending against you? (All sex offenses are identified in Section 178(c) of Chapter 6 of the General Laws) <u>NO</u>			
4. If you answered yes to Questions 2 or 3, please provide explanation:			
PLEASE ATTACH A COPY OF A CURRENT PHOTOGRAPH TO THIS APPLICATION. UPON RECEIPT OF THIS APPLICATION, THE PERMITTING AUTHORITY (LOCAL MUNICIPALITY) SHALL CONDUCT AN INVESTIGATION INTO THE CRIMINAL HISTORY OF THE APPLICANT TO DETERMINE ELIGIBILITY.			
SIGNATURE: <u>David S Lewis</u>		DATE: <u>3/22/16</u>	


For City/Town use -- Do not write in this section	
PERMIT APPROVED BY	
PERMITTING AUTHORITY	
Date	

This permit shall be conspicuously displayed and clearly visible on the windshield of any ice cream truck operated or from which ice cream or any other prepackaged food product is sold.
 For additional information please visit the Department of Public Safety's website at www.mass.gov/dps



**ICE CREAM TRUCK
VENDING PERMIT**

PERMITTING AUTHORITY USE
ONLY
Permit Number:2016-01
Date Issued: April 30, 2016
Issuing Municipality: Truro
Expiration Date: April 30, 2017

Name of Vendor(s)	Address of Vendor(s)
 <p>David Lewis</p>	<p>155 Samoset Road Eastham, MA 02642</p>

**THIS CARD SHALL BE CONSPICUOUSLY DISPLAYED
AND CLEARLY VISIBLE ON THE WINDSHIELD OF THE
OPERATING VEHICLE.**

Town of Truro
 24 Town Hall Road
 Truro Massachusetts 02666
 Phone (508) 349-7004 Ex.10
 FAX (508) 349-5505

 PERMITTING AUTHORITY USE ONLY
 Permit Number: 2016-02
 Date Issued: April 30, 2016
 Issuing Municipality: TRURO
 Expiration Date: April 30, 2017

*****PERMITTING AUTHORITY USE ONLY*****

It is the responsibility of the permitting authority to ensure that the identity of the new/renewal applicant is true and accurate and in the case of a renewal, that the applicant is linked to the original tracking number. The permitting authority shall only issue permits after conducting a criminal background investigation into the criminal history of an applicant to determine eligibility for a new permit or a renewal. All applications must be accompanied by a copy of an applicant's fingerprints and two current photographs.

PERMIT TO ENGAGE IN ICE CREAM TRUCK VENDING
Pursuant to G.L. c. 270 §25 and 520 CMR 15.00 et seq. (as amended)
THIS APPLICATION MUST BE FULLY COMPLETED

Name of Applicant: <i>Michael Hamill</i>		Phone: [REDACTED]	Cell: [REDACTED]
Street Address: <i>199 Bradford St.</i>		Email address: [REDACTED]	
City/Town: <i>Provincetown</i>	MA	ZIP: <i>02657</i>	Date of Birth: [REDACTED]
Please Check One: <input type="checkbox"/> NEW APPLICANT		Social Security Number: [REDACTED]	
<input checked="" type="checkbox"/> RENEWAL MOST RECENT ICE CREAM TRUCK VENDING PERMIT NUMBER: <i>2015-01</i> ISSUED FROM WHICH CITY/TOWN? <i>Truro</i> , MA EXPIRATION DATE: <i>4/30/2016</i>			
PLEASE ANSWER THE FOLLOWING QUESTIONS COMPLETELY AND ACCURATELY.			
1. Have you ever used or been known by another name? If Yes, provide name and explanation: <i>NO</i>			
2. Are you a sex offender, as defined by Section 178(c) of Chapter 6 of the General Laws? <i>NO</i>			
3. Are there currently any sex offense charges pending against you? (All sex offenses are identified in Section 178(c) of Chapter 6 of the General Laws) <i>NO</i>			
4. If you answered yes to Questions 2 or 3, please provide explanation:			
PLEASE ATTACH A COPY OF A CURRENT PHOTOGRAPH TO THIS APPLICATION. UPON RECEIPT OF THIS APPLICATION, THE PERMITTING AUTHORITY (LOCAL MUNICIPALITY) SHALL CONDUCT AN INVESTIGATION INTO THE CRIMINAL HISTORY OF THE APPLICANT TO DETERMINE ELIGIBILITY.			
SIGNATURE: <i>Michael Hamill</i>		DATE: <i>4.05.2016</i>	


For City/Town use -- Do not write in this section	
PERMIT APPROVED BY	
PERMITTING AUTHORITY	
Date	

This permit shall be conspicuously displayed and clearly visible on the windshield of any ice cream truck operated or from which ice cream or any other prepackaged food product is sold.
 For additional information please visit the Department of Public Safety's website at www.mass.gov/dps

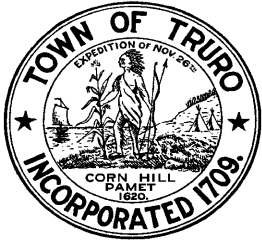


**ICE CREAM TRUCK
VENDING PERMIT**

PERMITTING AUTHORITY USE
ONLY
Permit Number:2016-02
Date Issued: April 30, 2016
Issuing Municipality: Truro
Expiration Date: April 30, 2017

Name of Vendor(s)	Address of Vendor(s)
 <p>Michael Hamill</p>	<p>199 Bradford Street, Unit B Provincetown, MA 02657</p>

**THIS CARD SHALL BE CONSPICUOUSLY DISPLAYED
AND CLEARLY VISIBLE ON THE WINDSHIELD OF THE
OPERATING VEHICLE.**



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Fire Department

REQUESTOR: Fire Chief, Tim Collins

REQUESTED MEETING DATE: May 11, 2016

ITEM: Acceptance of twenty four (24), ten-year smoke/carbon monoxide detectors donated from the Kidde Corporation.

EXPLANATION: Per the attached letter, Kidde Corporation is donating twenty four smoke/carbon monoxide detectors to the Fire Department. The detectors will be used for the Remembering When Fall and Fire Prevention program that is designed to help keep seniors safe in their homes.

SUGGESTED ACTION: *Motion to authorize the Fire Department to accept the donation of twenty four (24) smoke/carbon monoxide detectors from the Kidde Corporation.*

ATTACHMENTS:

1. Donation letter from Kidde Corporation



May 5, 2016

Truro Fire Department

Dear Tim:

We are pleased to announce that Kidde can provide a donation of 24 Worry-Free alarms. Kidde's mission is to provide safety solutions that protect people and property from the effects of fire and its related hazards, and the company is committed to educating families about fire and carbon monoxide safety. That's why we are proud to support organizations such as yours.

Please know that it could take four to six weeks to receive the donation, but the order has been placed.

In addition to providing you with quality fire safety products, we'd also like to invite you to visit www.Kidde.com for free public education materials in the Safety Made Simple section. Here you can download fire and carbon monoxide safety brochures, fact sheets, and other materials.

We also offer a discount exclusively for fire departments at www.kiddefirestore.com. Just visit the website, register your fire department and you will see the discount prices after you log in. In addition, the more you purchase, the bigger the discount.

Thank you, again, for supporting Kidde. Please do not hesitate to contact us with any questions.

Sincerely,

Neal Zipser
Community Affairs Manager

Become our fan on [Facebook](https://www.facebook.com/kidde), and follow us on [Twitter](https://twitter.com/kidde)!

DRAFT

**Pre-Town Meeting
Truro Community Center
April 11, 2016**

Present: Town Moderator Monica Kraft; Town Administrator Rae Ann Palmer; Acting Assistant Town Administrator/Town Accountant Trudi Brazil; Town Clerk Cynthia Slade

Board of Selectmen Present: Paul Wisotzky, Chair; Maureen Burgess, Jay Coburn, Robert Weinstein, Janet Worthington

Finance Committee Present:

Robert Panessiti, Chair; Dennis Clark, Richard Wood

Town Moderator Monica Kraft called the meeting to order at 5 p.m.

Candidates for Housing Authority

Carl Brotman and Susan Todd, the Housing Authority candidates, gave their presentations first. Carl Brotman stated his interest in continuing with the Housing Authority and explained the purpose of the CPA Article 8-5, Funding for a Regional Housing Consultant. Susan Todd, who is also running for reelection to the Housing Authority for a 4-year term, related her interest in Affordable Housing.

Finance Committee Budget Hearing

Robert Panessiti, Chair, along with Dennis Clark, Richard Wood, members of the Finance Committee made the presentation on Budget. This included a summary of their message in the Warrant: employee benefits fund contribution for FY17; Homeland Security items such as up-to-date radios; wages and salaries; fees and revenues; a Proposition 2 ½ override; Fire Department expansion; certification of Free Cash; anticipated Capital projects. Mr. Panessiti said that the Finance Committee supported the Proposition 2 ½ override for additional full-time staff for the Fire Department. He explained the challenge of approving the School Budget in April. Dennis Clark commented on the work of the Budget Task Force.

From the audience, Joan Holt questioned the ability of townspeople to pay taxes. Town Clerk Cynthia Slade responded that there is a rise in delinquencies. Town Administrator Rae Ann Palmer also addressed the question. Jay Vivien asked about the decrease in OPEB (Other Post- Employment Benefits). Mr. Panessiti said the Town is putting money into the fund every year in order to manage the expense and following state guidelines. Town Administrator Rae Ann Palmer and DPW Director Jay Norton explained planned changes at the Transfer Station that entailed one-stream recycling and staff restructuring. Jay Norton answered a question about a Standards Division review the scales at the Transfer Station. Bill Worthington asked for a continuation of the returnable cans and bottles system.

Candidates (Cont.)

Board of Selectmen

Three candidates for Selectmen came forward to make their presentations. Paul Kiernan gave his background and experience on Town boards. Current member of the Board of Selectmen Robert Weinstein explained his interest in continuing on the Board. He enumerated the many boards and committees that he has served on and chaired. He explained Town goals that he has helped shape and changes that have been made and are being planned. He noted his almost perfect attendance at BOS meetings. Board of Selectmen Chair Paul Wisotzky stated his interest in continuing on the Board. He expressed his commitment to serving the public and finding best solutions for the community. Mr.

Wisotzky reiterated Robert Weinstein's commendation of Town Administrator Rae Ann Palmer. He discussed projects that were underway, communications with other boards, the study of fees and staff support.

School Committee

School Committee candidate Thomas "Tim" Dickey came forward to present his wish to continue on the Committee.

Cemetery Commission

Henry "Hank" Janowski offered his interest in filling the vacancy on the Cemetery Commission.

Planning Board

Peter Herridge introduced himself and explained his interest in continuing on the Planning Board for a 5-year term.

General Discussion of Warrant Articles

Other than one general observation on the arrival date of the Warrant, there were no questions about specific Articles.

The meeting was adjourned at 6:13 p.m.

Respectfully submitted,

Mary Rogers
Recording Secretary

Paul Wisotzky, Chair

Maureen Burgess, Clerk

Jay Coburn

Janet Worthington, Vice-chair

Robert Weinstein

DRAFT

**Truro Board of Selectmen
Meeting, April 19, 2016
Town Hall Meeting Room**

Members Present: Chair Paul Wisotzky; Maureen Burgess, Jay Coburn, Robert Weinstein, Janet Worthington

Present: Town Administrator Rae Ann Palmer

Chair Paul Wisotzky called the meeting to order at 5:0 p.m.

PUBLIC HEARINGS

402-408 Shore Road: A Public Hearing in accordance with the provisions of Massachusetts General Laws, Chapter 139, sections 1 through 3A, to determine whether the buildings located at 402 and 408 Shore Rd, Truro, Massachusetts, are dilapidated or are dangerous buildings and whether an order should be issued adjudging said buildings to be a nuisance to the neighborhood or dangerous.

Paul Wisotzky opened the public hearing by reading the notice for 402-408 Shore Road and ascertained that the owners had been notified. He introduced Town Council Gregg Corbo, who presided over the public hearing and explained the process. Town Clerk Cynthia Slade swore in members of the public who were about to offer testimony.

Town staff members gave their testimony first. Emily Beebe, Assistant Health and Conservation Agent, reviewed the memorandum from the Health and Conservation Agent Patricia Pajaron and herself. Code and safety issues are identified in the memo which includes photographs. Their investigation documented collapsing cesspools and boards that have blown off the structures. Their primary concerns were the accessibility of the structures to animals and people and the deteriorating asbestos. Truro Fire Chief Timothy Collins had submitted a memorandum to the Board of Selectmen and offered further testimony on his concerns about fire safety and people getting into the buildings.

Those in favor of action on the part of the Selectmen to deem the buildings dilapidated and dangerous spoke next. David Ditacchio, an immediate abutter to the property, came forward to express his support for Town action to demolish the structures. Judy McDermott Powers, abutter at 398 Shore Road, said she has registered complaints with the Board of Health a number of times and said she would like to have to Town take action. Ann Ditacchio, an abutter at 412 Shore Rd., added for the record that they had attempted to board up the property to prevent people from getting in. She requested that the Town order the structures to be taken down. Marie Porzio, owner of 394 Shore Road, said she has to clean her yard out every year from debris that has flown off the former Fore & Aft property. It is a terrible eyesore that often gets spray painted, she said. Jack Peak of 168 Shore Rd. said he was happy that the hearing was being held to move forward with a demolition.

Michael Powers asked about the process and what alternatives were available. He'd like to see more than a boarding up again, he said. Attorney Corbo said according to MGL Chapter 139 §1, the Board of Selectmen first has to determine that the structures are dilapidated, run down

and a nuisance to the neighborhood. If this applies, the Board then determines appropriate disposition, regulation, or rehabilitation of the building.

Testimony in favor of Town action to make such a determination continued with Richard Carosello, an abutter at 389 Shore Rd. He said he has been inside the building at 402 Shore Rd. and has observed signs of cigarette butts and empty cans. Mr. Carosello stated that he is especially concerned about fire. His other concerns are the boards that are torn off, animals, trash, vagrants and people who cut through to get to the beach. Mr. Carosello attempts to stop trespassing, but people see it as an abandoned property and continue to do so. He would like to see the building taken down as soon as possible.

Paul Wisotzky read into record a letter from Margery Morris and Joseph Kraitch of 396 Shore Rd. in which they cited the unsafe conditions, the eyesore, the safety threat, shingles on beach, squatters, the fire hazard and broken glass,

Two members of the public gave their testimony against action by the Selectmen. Kevin Shea, part-owner of the property at 408 Shore Rd., came forward and submitted a statement. He related his history with the Sinascalco Group and the lots. He said he keeps his four cottages boarded up and asks that they be separated from the consideration of the old motel. He read into record a letter which he had submitted to the Board of Selectmen. It detailed his plans for construction of a new single family house on his property at 408 Shore Rd., which he believes has been clearly separated from 402 Shore Rd. He highlighted the letter so that the Board could determine the status of his property separately. He said people do not live in his buildings which uses to store furniture.

Board of Selectmen questioned Mr. Shea. Jay Coburn asked if he considered his structures dilapidated and dangerous. Janet Worthington said the buildings' present condition is what the Selectmen would be considering. Town Counsel reviewed what the Board needed to determine – are the buildings dilapidated and dangerous structures?

Judy Richland, co-owner of 408 Shore Road with her husband Kevin Shea, spoke about the unfairness of confusing the two properties. The conditions at 402 Shore Rd. are quite different, she said. She also noted that they have been paying taxes for 408 Shore Rd. They have always supported a different development of the property.

Attorney Corbo said that the Board of Selectmen, in their deliberations, should consider that there are two separate properties. Ann Ditacchio of 412 Shore Road returned to say she was in favor of a single family house constructed at 408 Shore Rd. She understood that this did not go forward because the two lots were considered as one property.

Jay Coburn reminded everyone that the issue of the hearing was a determination on the dilapidated and dangerous conditions of the property. Before going ahead with the deliberation phase of the hearing, Attorney Corbo said that the Town had received a letter from the owners of 402 Shore Rd. requesting a postponement of the public hearing. Jay Wisotzky explained that the Board had considered it important to begin the hearing process, but he agreed that the hearing should be left open so that the other owner could be heard.

Janet Worthington moved to continue the public hearing until May 24, 2016.

Robert Weinstein seconded. Members of the Board and Attorney Corbo discussed allowing the owners of 402 Shore Rd. to follow due process by coming to the hearing to present their information; the safety issues involved; the immediacy of the situation; and the possibility of taking action on only one of the properties, 402 Shore Rd.

The motion to keep the record open and reconvene the public hearing until May 24, 2016 carried 5-0.

6:12 p.m.

Common Victualer License – Box Lunch: A public hearing on an application for a new Common Victualer (food) license received from Julie Grande (JCG, LLC) dba Box Lunch with Julie Grande as the new Manager/Owner, located at 300 Route 6, Unit 4, Truro, MA.

Julie Grande, owner of the Provincetown Box Lunch, said she would like to open a Box Lunch in Truro.

Janet Worthington moved to approve the new 2016 seasonal common victualer (food) license for Box Lunch (Truro) upon compliance with all regulations and receipt of the necessary documents and fees and requirements from the Health Department. Maureen Burgess seconded, and the motion carried 5-0.

RECREATION COMMISSION APPOINTMENT

Rex McKinsey provided information on his interest in becoming a member of the Recreation Commission.

Robert Weinstein moved to appoint Rex McKinsey to the Recreation Commission for an unexpired 3-year term. Maureen Burgess seconded, and the motion carried 5-0.

BOARD OF SELECTMEN ACTION

Presentation of FY17 Cape Cod Regional Tech High School Budget

Bob Sanborn, Cape Cod Tech's Superintendent, came forward to present the Fiscal Year 2017 High School Budget. There is only one student from Truro now attending Cape Cod Tech, he said. His full report had been submitted to the Board in advance, but he updated some of the information in the presentation. The report included enrollment, MCAS results, graduate follow-up statistics, demographics of the students, their graduation rate, financial statistics, plans for a new electric system, creation of a building committee to review the facility and voting support for a new building. Mr. Sanborn answered questions on declining enrollment, offering courses in aquaculture, and recruitment of students.

ACH Positive Pay Agreement with Cape Cod Five Cents Savings Bank

Cynthia Slade, Town Treasurer, presented a report on a Positive Pay Agreement that would provide greater security and be run through the Cape Cod Five Cents Savings Bank.

Jay Coburn moved to authorize the Chair to sign the ACH Positive Pay Agreement. Maureen Burgess seconded, and the motion carried 5-0.

Update on 2016 Board of Selectmen Goals and Objectives

Rae Ann Palmer, Town Administrator, had given the Board an update that included the second and third quarters. She mentioned areas that needed further time and attention: Strategic Planning and Business safety issues. She said that finalists for the Assistant Town Administrator positions would be interviewed on April 29, 2016. She will make a recommendation and have that person appear before the Board for an interview. Selectman Jay Coburn said many goals and objectives have been achieved and there will be fewer for next year. He advocated continuing with Emergency Management Training. Rae Ann Palmer said there is a three night class available, but the Selectmen need to take a one-night class. Paul Wisotzky said they could add new goals and objectives to the list.

Process to Develop 2017 Board of Selectmen Goals and Objectives

Jay Coburn presented a schedule and suggested process that would begin at the May 11, 2016 meeting. There would be input from boards and committees' chairs and staff before the public hearing was held, he said. The proposed date for the hearing is June 28, 2016.

Process and Timeline to Review Charges of Multi-Member Boards and Committees

Paul Wisotzky said the review of the charges of multi-member boards and committees was an objective that the Selectmen hadn't dealt with this year. The number of members, duties, relevancy and roles of boards, committees and commissions still need to be reviewed. Maureen Burgess had studied and compiled the charges, but Paul Wisotzky recommended meeting with the other bodies. Rae Ann Palmer suggested adding staff to the study. The number of boards and the need for the boards should be a part of the review, Jay Coburn suggested. Rae Ann Palmer suggested putting the issue on a July agenda. Robert Weinstein noted the three kinds of boards: regulatory, elected, and outliers. Maureen Burgess will add those categories to the compilation of board and committee charges.

Discussion of Meeting Date and Purpose for Part-time Residents Forum

Rae Ann Palmer gave possible dates for a summer forum for part-time residents of Truro. Paul Wisotzky suggested having department heads and committee chairs should attend also. Board members recommended having a social hour or half hour first. The agenda will be structured to meet Open Meeting regulations, but a question and answer format would foster discussion. Invitations will be sent to part-time residents.

Maureen Burgess moved to approve a meeting date of July 18, 2016 and time of 5 p.m. for forum for part-time Truro residents to be held at the Truro Community Center. Robert Weinstein seconded, and the motion carried 5-0.

Review Letter to Senator Warren and Potential Op Ed piece on National Parks

Maureen Burgess asked if the Board was interested in a request by John Romano to sign a letter to Senator Warren to speak out in favor of keeping public parks and National Parks solely for public recreation.

Jay Coburn moved to send a letter to Senators Warren and Markey as proposed in support of the parks system. Janet Worthington seconded, and the motion carried 5-0.

Mr. Romano had also requested signing an Op Ed piece to appear in the *Cape Cod Times* regarding the Centennial of the National Park.

Jay Coburn moved to have the Selectmen sign the Op Ed piece to appear in the *Cape Cod Times* as proposed. Janet Worthington seconded, and the motion carried 5-0.

Discussion of Town Administrator's Contract Renewal

Paul Wisotzky reported that the Selectmen and Rae Ann Palmer had come to an agreement on her contract as Town Administrator.

Jay Coburn moved that the Selectmen sign the proposed 3-year contract for Rae Ann Palmer to serve as Town Administrator beginning July 1, 2016. Janet Worthington seconded, and the motion carried 5-0.

CONSENT AGENDA

The Consent Agenda consisted of the following items:

1. Town of Truro Agreement with MJT Enterprises Inc. dba Cape Cod Oil Company for supply and delivery of Diesel and Diesel Direct for supply and delivery of Diesel for Fiscal 2017;
2. United Site Services agreement with the Town of Truro for the leasing and maintenance of Portable Toilets for Fiscal Year 2017;
3. One Day Pouring License for the Truro Historical Society, for May 6, 2016 at the Cobb Library, 13 Truro Center Road; One Day Pouring and Entertainment Licenses for Truro Center for the Arts at Castle Hill, (10 Meeting House Rd, & 3 Edgewood Way) 5/20; 6/18; 7/3;7/23;8/6; 8/26; and 8/27. One Day Pouring Application and License for July 18th at the Pamet Harbor Yacht Club authorizing the Vice-Chair to sign;
4. Review and approve DRAFT DHCD Regulatory Agreement for Habitat's upcoming 143 Route;
- 6 Truro and authorize the Chair to sign the final draft so long as there are no substantive changes;
- B. Review and Approve the reappointment of Kevin Grunwald as a Truro representative to the Cape Cod Commission for a term of three years, effective April 25, 2016 through April 24, 2019;
- C. Review and Approve Renewal of Seasonal Licenses for: Days Market, Jules Besch Stationers and Hillside Farm Stand (Transient Vendor), Jams Inc. (Common Victualer and Transient Vendor), Blackfish Restaurant (Common Victualer), & Joey Rugo's Food Truck (Hawker Peddler);
- D. Declaration of Surplus Property from COA, Library, Town Hall and IT Department; and
- E. Review and Approve Regular Board of Selectmen Minutes of March 29, 2016.

Jay Coburn moved to approve the Consent Agenda. Maureen Burgess seconded, and the motion carried 5-0.

SELECTMEN AND LIAISON AND TOWN ADMINISTRATOR REPORTS

Most of the Selectmen reported on their Selectmen's Hours, but had met few people. Paul Wisotzky had received a suggestions that the Flex bus stop at the Library on a regular basis, and Janet Worthington had heard several questions about the proposed Fire Department staff increase.

Town Administrator Rae Ann Palmer said she had done an interview with a radio station regarding Fire Department, has been interviewing finalists for the Assistant Town Administrator's position and had talked to the Planning Board Chair about updating of Local Comprehensive Plan.

AGENDAS FOR NEXT MEETINGS

Rae Ann Palmer and the Board planned an agenda for the May 11, 2016: Election of BOS officers, liaisons, goals and new objectives.

There will be a hearing for Days Cottages at 5 p.m. on April 26, 2016 at the meeting before Annual Town Meeting at the School. At that meeting, Selectmen will have the motions for the Town Meeting, and they also need to make a decision on the Petitioned Article on Streets.

ADJOURNMENT

Jay Coburn moved to adjourn. Janet Worthington seconded, and the motion carried 5-0. The meeting was adjourned at 7:38 p.m.

Respectfully submitted,

Mary Rogers
Recording Secretary

Paul Wisotzky, Chair

Maureen Burgess, Clerk

Jay Coburn

Janet Worthington, Vice-chair

Robert Weinstein

Public Records Material for 4/12/16

1. Memos and letters for Public Hearing on 402-408 Shore Rd.
2. Common Victualer application for Box Lunch
3. Rex McKinsey's appointment papers to the Recreation Commission
4. FY17 Cape Cod Regional Tech High School Budget
5. ACH Positive Pay Agreement with Cape Cod Five Cents Savings Bank
6. Town of Truro Agreement with MJT Enterprises Inc. dba Cape Cod Oil Company
7. Selectmen's Goals and Objectives for 2016
8. United Site Services agreement with the Town of Truro for the leasing and maintenance of Portable Toilets for Fiscal Year 2017
9. One Day Pouring License for the Truro Historical Society, for May 6, 2016 at the Cobb Library, 13 Truro Center Road; One Day Pouring and Entertainment Licenses for Truro Center for the Arts at Castle Hill, (10 Meeting House Rd, & 3 Edgewood Way) 5/20; 6/18; 7/3; 7/23; 8/6; 8/26; and 8/27. One Day Pouring Application and License for July 18th at the Pamet Harbor Yacht Club
10. Draft DHCD Regulatory Agreement for Habitat's upcoming 143 Route; 6 Truro
11. Reappointment papers of Kevin Grunwald as a Truro representative to the Cape Cod Commission for a term of three years, effective April 25, 2016 through April 24, 2019;
12. Seasonal Licenses for: Days Market, Jules Besch Stationers and Hillside Farm Stand (Transient Vendor), Jams Inc. (Common Victualer and Transient Vendor), Blackfish Restaurant (Common Victualer), & Joey Rugo's Food Truck (Hawker Peddler)
13. Declaration of Surplus Property from COA, Library, Town Hall and IT Department

DRAFT

**Truro Board of Selectmen
Meeting, April 26, 2016
Truro Elementary School**

Members Present: Chair Paul Wisotzky; Maureen Burgess, Jay Coburn, Robert Weinstein, Janet Worthington

Present: Town Administrator Rae Ann Palmer

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

WARRANT ARTICLE 31 FOR ANNUAL TOWN MEETING.

The Board of Selectmen had reserved their recommendation for Article 31, the petitioned Article on Street Definition. Jay Coburn moved to recommend ATM Warrant petitioned Article 31 (Street Definition). Robert Weinstein seconded. Board members and Town Administrator Rae Ann Palmer discussed the issues involved. Further research had been done on the definitions. This revealed that the definitions had only been referenced in the zoning bylaws, not included at any time in the past. There are still areas regarding street definitions that have not been covered by the present zoning bylaws, according to Robert Weinstein. The Planning Board is interested in working further on a more comprehensive bylaw.

The motion to recommend the Article failed 1-4-0.

PUBLIC HEARING

Chair Paul Wisotzky opened the public hearing at 5:06 by reading the notice:

Eversource Energy Utility Work at 271-277 Shore Road: Public Hearing on the petition from Eversource Energy to install 390 feet of conduit, cable and manholes at the point indicated upon the plan marked Plan No. 103900. Pad mount Transformers and hand holes to go on private property to service 271-277 Shore Road (Days Cottages).

Jessica Elder, Right of Way Agent for Eversource Energy, and Jerry McDermott of Eversource explained the plan for the transformers and hand holes to be installed at 271-277 shore Road. The project is on private property, but the drilling by horizontal directional drilling (HDD) is planned under Shore Rd. If the HDD is not possible, Eversource would use trenching instead. This cannot be determined until they drill in. Mr. McDermott explained what would be done if trenching is needed.

Paul Wisotzky closed the public hearing at 5:13 p.m.

Robert Weinstein moved to approve the petition from Eversource and authorize the Clerk of the Selectmen to sign the Form of Order for Underground Cable and Conduit Locations. Janet Worthington seconded, and the motion carried 5-0.

Adjournment

Jay Coburn moved to adjourn. Maureen Burgess seconded, and the motion carried 5-0. The meeting was adjourned at 5:14 p.m.

Respectfully submitted,

Mary Rogers
Recording Secretary

Paul Wisotzky, Chair

Maureen Burgess, Clerk

Jay Coburn

Janet Worthington, Vice-chair

Robert Weinstein

Public Records Material of 4/26/16

Public Hearing materials for Eversource's utility work at 271-277 Shore Rd.