



Truro Board of Selectmen Meeting

Tuesday, June 14, 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

- A. Review and Approve applicant Bertram Perkel for Truro Representative to Barnstable County Human Rights Commission

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

- A. Meeting with Committee/Board Chairs to discuss their FY17 Goals and Objectives
Presenter: Paul Wisotzky, Chair Board of Selectmen
- B. Report from Truro's Representative to the Assembly of Delegates
Presenter: Deborah McCutcheon
- C. Presentation on Ballston Beach
Presenter: Mark Borrelli, Coastal Geologist, Center for Coastal Studies Provincetown
- D. Discussion on proposal to restrict Coast Guard Beach to residents only
Presenter: Beach Commission
- E. Review and Approve Labor Day Weekend Beach Commission Fees
Presenter: Kelly Clark, Recreation and Beach Director
- F. Review of Revised Truro Beach Rules and Regulations
Presenter: Kelly Clark, Recreation and Beach Director
- G. Discussion/Policy Development on Licensing
Presenter: Rae Ann Palmer, Town Manager
- H. Army Corps of Engineers Agreement for Study of the Pamet River Area
Presenter: Rae Ann Palmer, Town Manager

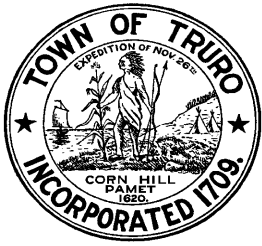
6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. Curb Cut Application -10 Hatch Road- John Rice
 - 2. Entertainment License for Truro Concert Committee (Thursdays 7/7- 8/25)
 - 3. Entertainment License for Friends of the Truro Meeting House and Sunday State Entertainment License (7/5, 7/16, 7/24, 8/3, 8/28)
 - 4. Entertainment License for Truro Vineyards of Cape Cod (Wednesdays 6/29-8/31; 6/25; 9/18)
 - 5. Entertainment License for Truro Center for the Arts at Castle Hill (Edgewood Farm-August 27th)
 - 6. MassDOT Contract for Police Details for direction and control of traffic at Bridge Inspection, Bridge and Road Work
 - 7. Review and Approve the Town Manager to sign CPC Contracts for: Revere Foundry Bell; Highland House Museum; Edgewood Farm Restoration; Affordable Housing Technical Assistance; Snow's Park

- B. Review and Approve Seasonal Licenses: Local Scoop (Hawker Peddler- Truro Farmers' Market)
- C. Approval of Gift of a Tree for Snow's Park with Memorial Plaque
- D. Declaration of Truro Public Library shelving as surplus
- E. Reappointments of Board/Committee/Commission Members
- F. Reappointments of Staff : Rae Ann Palmer, Town Manager; Pat Pajaron, Rep. to Cape Cod Water Protection Collaborative; Susan Joseph, Registrar of Voters; & Susan Travers, Alternate Rep. Cape Cod Regional Transit Authority
- G. Approval of the Unmanned Aircraft System (UAS) flyover in the Pamet River Valley System.
- H. Review and Approve Regular Board of Selectmen Minutes – May 11, 2016 & May 24, 2016

7. SELECTMEN AND LIAISON AND TOWN MANAGER REPORTS

8. NEXT MEETING AGENDA: Tuesday, June 28



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant, on behalf of Bertram Perkel

REQUESTED MEETING DATE: June 14, 2016

ITEM: Approval of Applicant as Truro Representative to Barnstable County Human Rights Commission's Town Representation Council

EXPLANATION: Bertram Perkel submitted an application to serve as the Truro Representative to Barnstable County Human Rights Commission's Town Representation Council as there currently is a vacancy. Below is information on the creation of the Commission.

"In October of 2005, Barnstable County created the Human Rights Commission to address discrimination, equal rights, and equal access in Barnstable County. The Barnstable County Human Rights Commission promotes equal opportunity in housing, employment, education, public accommodations, Town and County services, insurance, banking, credit and health care for all persons in Barnstable County regardless of race, color, religious creed, national origin, sex, age, ancestry, sexual or affectional preference, marital, family or military status, source of income, neighborhood or disability.

The goals of the Commission are:

- To promote and protect the basic human rights of all persons in Barnstable County*
- To enlist the cooperation and support of racial, religious, ethnic, civic, fraternal, benevolent, and private and public agencies in eliminating unlawful discrimination, and cultivating and atmosphere of mutual understanding of the County's cultural and social diversity*
- To promote community awareness and understanding of the County's diverse cultures through education and community action*
- To provide the public with a forum to identify and address human rights violations within Barnstable County and, where possible, to assist in the resolution of complaints of human rights violations."*

<http://www.bchumanservices.net/hhsac/barnstable-county-human-rights-commission/>

SUGGESTED ACTION: *MOTION TO approve the appointment Bertram Perkel Truro Representative to Barnstable County Human Rights Commission's Town Representation Council for three year term, expiring on June 30, 2019.*

ATTACHMENTS:

1. Application to Serve – Bertram Perkel



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Bertram Perhel HOME TELEPHONE: [REDACTED]

ADDRESS: 6 Hillbourne Terrace ^{N. Truro 02652-1043} WORK PHONE: _____

MAILING ADDRESS: PO Box 1043 N. Truro ⁰²⁶⁵² E-MAIL: [REDACTED]

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

Barnstable Cty Human Rights Commission

SPECIAL QUALIFICATIONS OR INTEREST: Atty involved in civil rts cases
over the years - spend summers of '64 & '65 in Mass
registering voters etc

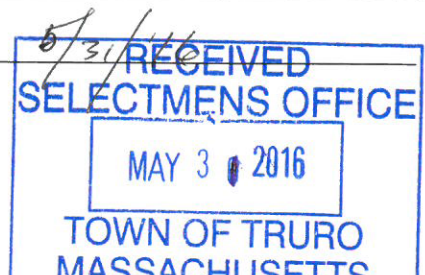
COMMENTS: _____

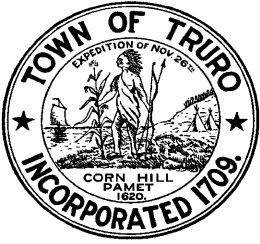
SIGNATURE: _____ DATE: _____

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

SIGNATURE: [Signature] DATE: _____

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





Agenda Item: 5A

TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

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

REQUESTED MEETING DATE: June 14, 2016

ITEM: Discussion and input regarding the FY17 Goals and Objectives with Chairs from the Conservation Commission, Pamet Harbor Commission, Energy Committee, Shellfish Advisory Committee, Beach Commission, Recreation Commission, Board of Library Trustees, Finance Committee, Cable and Internet Advisory Committee, Historical Commission, Open Space Committee, Charter Review Committee, Housing Authority, Commission on Disabilities, & Cemetery Commission.

SUGGESTED ACTION: *None Required – for Discussion*

ATTACHMENTS:

1. Draft FY17 Goals and Objectives



TOWN OF TRURO

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

Values and Fiscal Year 2016 Goals and Objectives

VALUES:

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

Excellence:

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

Integrity:

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

Openness and Transparency:

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

Historic and Environmental Protection:

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

Fiscal Integrity:

We believe in sound fiscal policy and practice.

Diversity:

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

GOALS AND OBJECTIVES:

Each year, as a way of articulating policy and priorities, the Truro Board of Selectmen develops goals and objectives. These are intended to provide guidance and direction to the Town Manager 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 Manager will on an ongoing basis assess the staffing structure of the Town and the related delivery of services and propose changes that further this goal.

TS2. The Town Manager will continue to explore opportunities for greater collaboration, shared programs and services with the Outer Cape towns, Barnstable County Government and the State of Massachusetts.

TS3. The Town Manager will work with the Cape Cod National Seashore Superintendent around areas of mutual concern.

TS4. The Board of Selectmen will pursue solutions to address the lack of regular maintenance and snow plowing for the dirt roads within the Cape Cod National Seashore.

TS5. The Town Manager will explore the development of alternative beach parking including the feasibility of permitting privately run shuttle bus services to access town beaches and attractions.

TS6. The Town Manager will continue to work with the Regional Transit Authority to develop a coordinated transportation system that will improve access for year round and summer residents to Town beaches, Post Offices, Town Hall, Community Center, Library, Council on Aging and Town Center of Truro and North Truro.

TS7. The Board of Selectmen, working with the Town Manager and the Board of Health will reduce the cost of solid waste disposal handled through the Transfer Station by: *(Continuing)*

- a. Implementing Single Stream Recycling.
- b. Creating and implementing a public education campaign that educates citizens about ways to decrease household solid waste disposal and increase recycling.
- c. Creating more opportunities for Town-wide recycling.

TS8. The Town Manager and Licensing staff will review all policies and procedures regarding licensing approval and renewal and will recommend changes to the Board of Selectmen for adoption of Licensing Rules and Regulations and changes as necessary to Policy Memorandum #14.

TS9. The Town Manager will implement technology to facilitate the business of Town Government.

TS10. The Board of Selectmen and the Town Manager will revise the process and related forms for conducting annual performance evaluations for the Police Chief and the Fire Chief. *(Continuing & revised)*

TS11. The Police Chief and Town Manager will complete and 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 Town Manager will present quarterly financial reports for the Board of Selectmen.
- FM2. The Town Manager will prepare revenue & expense reports as part of the Budget Task Force process for the following Departments/Functions: Pamet Harbor, Recreation, Beach, Transfer Station, Shellfish and the Council on Aging.
- FM3. The Board of Selectmen, Finance Committee and Town Manager will work to develop a five-year strategic plan for the Town.
- FM4. The Board of Selectmen and the Finance Committee will work with the Town Manager to develop a ten-year Capital plan for the Town
- FM5. The Board of Selectmen will work with the Town Manager 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)*
- FM6. The Board of Selectmen will annually conduct a comprehensive review of Town Fees that will be included in the Budget Task Force process in order to provide for reasonable and equitable fees that maximize income for the Town and work towards self-sustaining programming. *(Revised/Continuing)*
- FM7. The Town Accountant and Town Manager will develop a fiscal policy manual that covers new accounting requirements including addressing unfunded OPEB benefits, auditor’s recommendations and sound business practices. *(continuing)*

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, Town Manager and Fire Chief will work to address the long term sustainability of the Fire & Rescue Department including opportunities for shared services and/or regionalizing with our neighboring communities.

- PS2. The Board of Selectmen will work with the Town Manager and the Police Chief to develop a vision and mission statement (policy memorandum) that informs policy and practice at the Truro Police Department.
- PS3. The Police Chief will arrange for emergency management training for the Board of Selectmen by December 31, 2016 so that the Board members may better understand their roles and legal responsibilities. (*Continuing*)
- PS4. The Town Manager and the Board of Selectmen will work with the State, Truro Chamber of Commerce and local business owners and residents to create safe and accessible centers of Truro and North Truro.
- PS5. The Town Manager and the Board of Selectman will explore the Gloucester Massachusetts Police Department “Angel Program” model for addressing the growing opioid addiction problem on Cape Cod.
- PS6. The Board of Selectmen will work with the Town Manager, the State Department of Transportation, and the Truro Chamber of Commerce to create signage for Truro Center and North Truro Center businesses.
- PS7. The Town Manager and Police Chief will work with their counterparts on the Outer Cape to strengthen the availability of mental 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. (*Continuing*)
- CS2. 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.
- CS3. 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.
- CS4. The Board of Selectmen and the Town Manager will support the Truro Housing Authority in their efforts to complete the 2015 draft Housing Needs Assessment and Housing Production Plan and

seek approval by the Planning Board, the Board of Selectmen and the Department of Housing & Community Development per 760 CMR 56.03(4) to inform future initiatives and policies that increase the availability of affordable and community housing in the Town of Truro.

- CS5. The Town Manager 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)*
- CS6. The Board of Selectmen will hold quarterly joint meetings with the Planning Board to encourage information sharing and coordinated policy development.
- CS7. The Board of Selectmen working with the Town Manager will research the impacts of implementing a differential property tax rate (residential property tax exemption) and present findings and recommendations to be included in the Budget Task Force Process.
- CS8. The Board of Selectmen will hold a joint meeting with the Community Preservation Committee prior to the beginning of their funding cycle to share respective priorities in the CPC's focus areas of Affordable Housing, Open Space (Recreation) and Historic Preservation in order to develop a more coordinated effort in these areas.
- CS9. The Board of Selectmen will develop a policy statement regarding the use of town roads, property and facilities for fundraising events to ensure that a portion of the proceeds benefit agencies/programs serving residents of the Town.
- CS10. The Board of Selectmen working with the Town Manager, Planning Board and Truro Housing Authority will bring forward an article to the next Town Meeting on Accessory Dwelling Units.
- CS11. The Board of Selectmen will hold a joint meeting with the Planning Board and Zoning Board of Appeals.
- CS12. The Board of Selectmen will hold a joint meeting with the Conservation Commission.
- CS13. The Board of Selectmen will hold a joint meeting with the Board of Health.
- CS14. The Board of Selectmen and the Truro Housing Authority will continue to pursue acquisition of the +/- cloverleaf parcel for affordable and community housing, conduct a feasibility study for use of the property and secure a developer to develop the property.

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 Manager will develop policy regarding social media content and posting across departments.
- CEG2. The Town Manager will develop an overall vision and e-communication strategy and plan that will include ways to increase use of the Town's website, Facebook page and other electronic and social

media as a way to communicate with and gather information from residents, property owners and visitors.

CEG3. 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 FY2017. *(continuing)*

CEG4. The Board of Selectmen will conduct a thorough review of charges for Boards, Committees and Commissions under its purview. This will include:

- a. An assessment of relevance to the current and future work of the Town of Truro.
- b. Revisions to charges to ensure clarity of purpose, role and authority.
- c. Consolidation if possible and appropriate.
- d. Develop incentives for residents to volunteer to serve on Boards, Commissions and Committees.

CEG5. The Town will equip an additional meeting room with cameras and sound to record meetings of Town Boards and Commissions.

CEG6. 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.

CEG7. The Town Manager will develop and implement data collection methods to gather evaluative information from residents and visitors that utilize Town services and resources that can inform service delivery, program, budget and policy development.

CEG8. The Board of Selectmen will hold a summer meeting with Part Time Residents to inform and engage them in Town affairs.



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Assembly of Delegates

REQUESTOR: Noelle Scoullar, on behalf of Deborah McCutcheon, Truro’s Representative to the Assembly of Delegates

REQUESTED MEETING DATE: June 14, 2016

ITEM: Report to Board of Selectmen from Delegate to Assembly

EXPLANATION: As Truro’s Representative to the Barnstable County Assembly of Delegates, Ms. McCutcheon would like to discuss issues in the County which may fall heavily on the town of Truro.

SUGGESTED ACTION: None-discussion only.

ATTACHMENTS:

1. Letter from Deborah McCutcheon
2. *Is County Regionalization a Red Herring?* by Deborah McChutcheon - Cape Cod Times- May 18,2016

To: Paul Wisotzky, Chair of the Truro Board of Selectmen

From: Deborah L. McCutcheon, Elected Delegate to the Barnstable County
Assembly of Delegates

Re: Report to Board of Selectmen from Delegate to Assembly

Dated: March 28, 2016

CC: Members of the Board of Selectmen Maureen Burgess, Jan Worthington, Bob
Weinstein, Jay Coburn, Town Administrator RaeAnn Palmer

Dear Chairperson Wisotzky,

As Truro's representative to the Barnstable County Assembly of Delegates, I request that I be added to your agenda to make a report to the Board of Selectmen and the Town at your meeting scheduled for April 19, 2016. Many things are at issue in the County at present, including a tax increase that will fall heaviest on the smaller communities, like Truro. I expect that, with some time for questions, the presentation should take approximately 20 minutes. Please notify me when the matter is scheduled on your agenda for the April meeting.

Thank you for your cooperation.

A handwritten signature in black ink, appearing to read "Deborah", written in a cursive style.

IDEAS & OPINION

HOW TO SUBMIT GUEST COLUMNS

Guest columns of no more than 600 words on timely, Cape-related topics may be emailed to William Mills at wmills@capecodonline.com. Include name, address and phone number for verification.

QUESTIONS? William Mills, editorial page editor | 508-862-1251 | wmills@capecodonline.com | fax: 508-771-3292

ointments.
 McConnell has tried to blame his own intransigence on Vice President Joe Biden, characterizing Biden's 1992 musings about a hypothetical Supreme Court vacancy as the "Biden Rule." It wasn't a rule, of course, and no Senate in a century has done what McConnell is doing. Indeed, in the most recent similar situation, a Senate controlled by Democrats confirmed Anthony Kennedy in the last year of Republican Ronald Reagan's presidency. Biden was wrong, as Republicans plainly thought at the time, which makes their support for it now hard to swallow.
 Republicans also say it was wrong for Democrats to audaciously oppose the nomination of Robert Bork to the Supreme Court in 1987. Bork was given a hearing and a vote in the Senate (he was rejected by a bipartisan, 58-42 vote), a courtesy McConnell refuses to extend to President Obama's nominee. Senate Republicans, and their supporters, continue to use Bork's nomination to justify their current intransigence. It's the equivalent of "he started it." This is the kind of illogical reasoning most people outgrow before high school, or should have. If something's wrong, it's wrong, whether your opponent does it or you do. Chief Justice Roberts surely understands the flaws in McConnell's argument, and seems to be acutely aware of the damage partisan politics can do to the public standing of the Supreme Court. He said as much in his dissent before Scalia's death put the Supreme Court in the middle of a partisan battle. He should say it in Washington, and demand the confirmation of Merrick Garland, Obama's nominee, proceed in a dignified manner precedent and the Constitution require.

THE TIMES WELCOMES LETTERS

Letters must be 200 words or less. Letters may be edited for content and length. Include contact information for verification. Send to 319 Main St. Hyannis, MA 02601 or letters@capecodonline.com.

MY VIEW

Is county regionalization a red herring?

By Deborah L. McCutcheon

At a recent meeting of the Barnstable County Assembly of Delegates, supporters of a proposal from the town of Barnstable (the so-called Princi proposal) argued that reducing representation from 15 delegates, one for each town in the county, to five, eliminating each town's elected representative, was the fairest, most progressive change for the entire county. These proponents were convinced that the change to five "regional" representatives, each with 20 percent of the vote, would foster and encourage regionalization. They argued that the current town-by-town representation encourages parochial thinking and discourages regional planning.

Regions? What regions? Princi does not map "regions." Twenty percent of population easily defines four "regions": 1) Falmouth and Mashpee; 2) Sandwich and Bourne; 3) Yarmouth and Dennis and 4) a single

representative for the "town of Barnstable." Not really "regions," these groupings. The only "region" in this proposal is the fifth: Provincetown, Truro, Wellfleet, Eastham, Orleans, Brewster, Harwich and Chatham. That's 20 percent — eight communities. The entire Outer Cape and a significant part of the Mid-Cape, tied together as a single "region."

The representatives for the eight towns that would be lumped together with one "regional representative" are united in their opposition to the Princi plan. None of the delegates from Provincetown to Harwich argues that the proportionate representation system, inherent in the individual town model, is unfair. Is it simply a curious anomaly that the loudest voice against proportionate voting is the Barnstable representative, wielding 21 percent of the vote, while tiny Truro, with 0.9 percent, voices no objection?

And what of the result? Barnstable now has 21 percent

None of the delegates from Provincetown to Harwich argues that the proportionate representation system, inherent in the individual town model, is unfair. Is it simply a curious anomaly that the loudest voice against proportionate voting is the Barnstable representative, wielding 21 percent of the vote, while tiny Truro, with 0.9 percent, voices no objection?

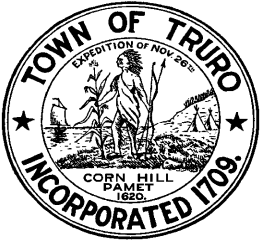
of the proportionate vote, and Falmouth now has 14.6 percent. Add Mashpee's 6.5 percent to Falmouth's 14.6 percent (does anybody really think that Mashpee will win over Falmouth's more than twice as many voters?). With the change proposed by Barnstable, two towns (Barnstable and Falmouth) are only one ally away from even greater control than they now possess.

Are we being distracted, squabbling over the red herring of "regionalization," while the few consolidate their power to rule the rest of us? Are we ignoring the key issue — whether the county should be run by a strong

administrator controlled by an elected legislature, representing every town in the county? Whether each town is entitled to voice and vote on county taxes and planning? Or whether the county should continue to be run by politicians beholden to the political party they look to for career advancement of individual political position?

Isn't it time to stop squandering our resources, to stop hiding behind a logical fallacy and to step up to solve our real problems?

— Deborah L. McCutcheon
 is the Truro delegate to the Barnstable County Assembly of Delegates.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: June 14, 2016

ITEM: Presentation on Ballston Beach

EXPLANATION: Mark Borelli has finalized his report on Ballston Beach and will be present at your meeting to share the findings. The report has been updated to include data from the most recent incident which occurred on January 24, 2016. The report contains two short-term recommendations and three medium and long-term recommendations and scientific information that will be incorporated into the study that the Army Corps of Engineers will conduct.

SUGGESTED ACTION: *None – For Discussion*

ATTACHMENTS:

1. Ballston Beach Overwash Report

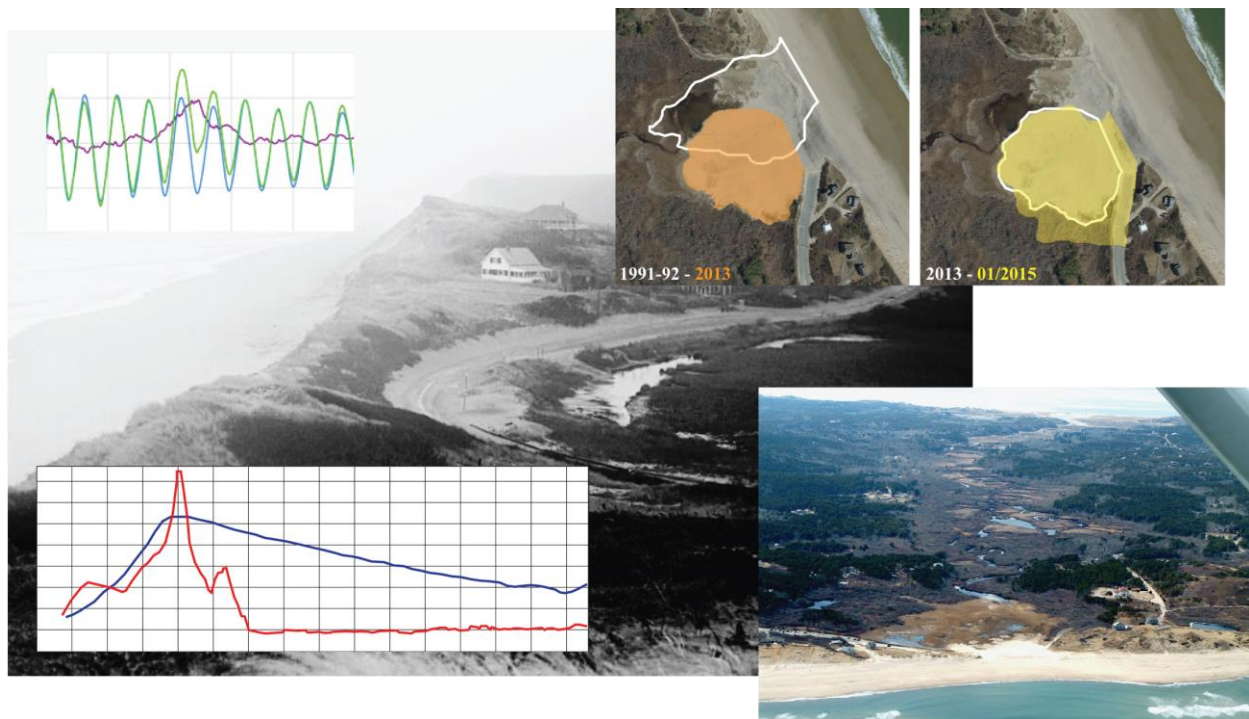


Center for Coastal Studies Provincetown

ADMINISTRATIVE OFFICES
115 Bradford Street
Provincetown, MA 02657
tel (508) 487-3622 fax (508) 487-4495

HIEBERT MARINE LABORATORY
5 Holway Avenue
Provincetown, MA 02657
tel (508) 487-3623 fax (508) 487-4695

Ballston Beach Overwash: Understanding Overwash Events for Science-based Management



Center for Coastal Studies, Provincetown Massachusetts
Department of Marine Geology
Mark Borrelli, Graham S. Giese, Stephen T. Mague, Theresa L. Smith
Submitted to the Town of Truro | CCS-DMG Report: 16-01

EXECUTIVE SUMMARY

The area immediately landward of Ballston Beach in Truro, Massachusetts in the Upper Pamet River has experienced several major overwash events since 2013. Historically this area has experienced overwash events but at a much lower frequency. These recent events are in large part due to the unnaturally low elevation of this area caused by the tidal restrictions installed downstream in the 1800 and 1900s. These restrictions have prevented the influx of sediment that would have deposited onto the marsh surface and allowed it to keep pace with sea level rise. Had the surface of the salt marsh increased in elevation there would not be the ongoing ‘elevation deficit’ and washover events would be much less severe as the water would not have a basin to flow into.

The recent washovers have deposited more than 50,000 yd³ of sand on more than 5 acres of the Upper Pamet River immediately landward of Ballston Beach. These storms have had several beneficial impacts such as increasing the elevation of these areas and reduction of potential future storm events. Due to the increased elevation of this area future storms of the same intensity and water levels will have less of an impact. As the basin into which ocean water would have flowed fills up, less water will be able to enter, given a storm of similar magnitude. Further, larger storm events will also have less of an impact than they might have had due to this same reduction of the elevation deficit.

It is recommended that the town pursue several courses of action in the short-, medium- and long-term. First, the asphalt from the northernmost section of the town parking lot should be removed to allow this area to return to more natural conditions. This will allow the ‘southern’ dune (the dune adjacent to the parking lot) to migrate naturally and be better suited to respond to rising sea levels and future storm activity. Second, the sand removed from the parking lot after the January 2015 storm should be returned to the area after the asphalt is removed. This sand is critical to helping the system return to a more natural elevation. Third, future steps should not be taken to manage the southern dune, it should be allowed to erode, accrete and migrate as natural processes dictate. The goal is to have the dune share the same type of profile as the natural dune to the north

of the overwash site. Fourth, the restoration of tidal flow to the entire Pamet River should be pursued, this will take many years to design, permit and realize, but should be a focused long-term goal. Lastly, to aid the achievement of these recommendations we suggest the town develop a strategy to engage residents. Both the project and the town will benefit from harnessing the abilities of multiple stakeholders.

INTRODUCTION

This report was commissioned by the town of Truro to document the 2013 and 2015 washover events, place them in historical context, and discuss potential management options going forward. Though the impacts of these washover events affect chemical and biological phenomena this report focuses on the physical impacts to the system with regards to sediment transport, system evolution and coastal processes.

The science-based management of coastal systems is critical within the current regime of climate change and sea level rise. This report is based on analyses of field data collected in 2013, 2015 and 2016 at the study site in the upper Pamet River directly landward of Ballston Beach. Other analyses include historical and recent storms using the long term water level station in Boston (1921 – present). Of particular interest were the four storms, 1 in 2013, 2 in 2015 and 1 in 2016 that resulted in overwash events at Ballston Beach. After each of the storms staff from the Center for Coastal Studies collected high resolution elevation data using a science-grade Global Positioning System (GPS) instrument.

All elevations are reported using the ‘North American Vertical Datum 1988 (NAVD88) unless otherwise stated. The NAVD88 datum is a standard vertical datum and is critical for comparing water level elevations through time and to those elevations collected on land using GPS equipment. All water level elevations are taken from the water level station in Boston (Station #8443970) that is operated and maintained by the National Oceanic and Atmospheric Administration (NOAA).

Glacial History and Pamet River

Cape Cod was constructed during the retreat of the Laurentide ice sheet which reached its maximum southern position about 20,000 year ago (Uchupi et al., 1996). Sometime prior to 18,000 years ago the lobate ice front in the Cape Cod region was composed of the Narragansett-Buzzards Bay lobe to the west of the Elizabeth islands, the Cape Cod Bay lobe at the northern edge of upper Cape Cod, and the South Channel lobe to the east of Cape Cod just north of Great South Channel (Figure 1).

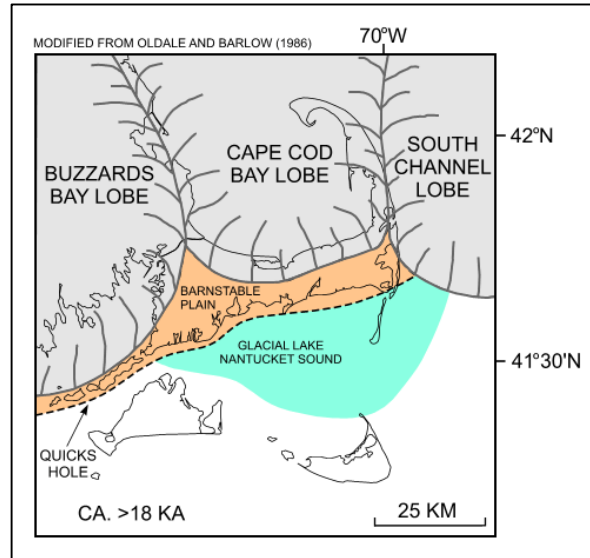


Figure 1. Lobes of retreating glaciers in southeastern New England. After Poppe et al. (2006)

The outwash plains of lower Cape Cod were deposited by braided streams originating in the South Channel lobe located about 2 to 5 miles east of the present coast. The Pamet River was created as one of these freshwater braided streams that feed into what is now Cape Cod Bay as glaciers receded from outer Cape Cod. The Pamet River only became a tidally-influenced embayment as sea levels rose and ocean water from Cape Cod Bay inundated the formally freshwater river basin. Some freshwater does naturally occur in the Pamet River but this is ‘baseflow’ or ground water that discharges from an aquifer.

Ballston Beach

Ballston Beach, a barrier beach, is a very popular recreational destination within Cape Cod National Seashore. The beach is managed by the Town of Truro and vehicles are allowed entry in the summer with a town beach parking sticker. Ballston Beach is a dynamic open ocean beach that increases in width and height throughout the summer and early fall and narrows and lowers in the winter and early spring. This dynamic beach is in large part due to the Seashore’s policy of allowing the coastal bluffs to erode, thus providing a constant supply of sediment. Regardless of winter storms and associated erosion typically seen between December and March the beaches in August and September will be ‘high and wide’. In fact, for most years the more erosion that occurs

during the winter months the larger the summer beaches will be, as most of the eroded sand that comes off the beach during storm events is slowly pushed back on the beach by fair-weather waves.

The glacial material that make up the large bluffs along most of the shoreline in Truro are not present at Ballston Beach because of the glacial processes discussed above. Further, it has been suggested by some scientists that a phenomenon called ‘wave focusing’ could exist off of Ballston Beach due to the presence of the ‘paleo’ or relict river channel filled by sand, but effected by waves in such a way that a disproportionate amount of wave energy is directed at this site.

Inlet Formation and Pamet River

Occasionally stories appear in the media that state ‘given the right conditions North Truro and Provincetown could become an island’. Given the current and future (decades to centuries) configuration(s) of the Pamet River area there is no possibility of an inlet forming that would connect the open ocean beach with Cape Cod Bay. In the very unlikely event that elevated storm waters were to connect seawater from the bay with sea water from the open ocean there would not be enough ‘negative relief’ (deep enough basins) for that connection to persist. A channel or basin large enough to accommodate very large amounts of water many times the size of Pamet Harbor along the entire length of Pamet River would be required. Though it is hypothetically possible for a thin layer of water to connect the bay and the ocean there would not be a deep enough basin to fill in and continue to flow as storm surges subsided. Further, basin depths would have to be deep enough to accommodate water flow at low tide for an inlet to be maintained. Although the Pamet River is unnaturally low it is not deep enough to accommodate such tidal flow. Further, if a complete tidal restoration of the Pamet River were completed no inlet formation in this area would possible (Giese et al., 1985).

Coastal Evolution and Anthropogenic Alterations

The Upper Pamet River is currently well below its natural elevation, which effectively increases the volume of water that flows into the Upper Pamet during overwash events. If the Pamet was a natural tidal estuary along its entire length this would not be the case. In 1869 the town built Wilder’s Dike to replace a bridge (Giese et al., 1985). This prevented any tidal flow from reaching

the Upper Pamet. The dike was fitted with a clapper valve and a culvert to prevent seawater inflow during high tides as well as allowing freshwater to outflow when needed (Portnoy, 2001).

The effects of the dike can most easily be seen by comparing environments above and below the dike. Below the dike, near Pamet Harbor there is a hearty saltwater ecosystem. The semi-diurnal (twice daily) tidal cycle brings organic and inorganic sediment into the system during flood tides. Some of that material is deposited onto the salt marsh allowing it to grow vertically and keep pace with rising sea levels. Above the dike, however, there is little to no saltwater and the ecosystem is a freshwater wetland. While these types of wetlands still provide some level of ecosystem services they are well below the value of salt water wetlands. Additionally, and perhaps most importantly, the tidal restriction caused by the dike has prevented the influx of material typically brought in with tidal waters and thus this wetland has not been able to keep pace with sea level rise. In addition to the lack of incoming sediment, compaction and subsidence have reduced the surface of the wetlands by approximately 2 feet (Giese et al., 1990).

Background and Natural Processes

The process of ocean water flowing over low-lying coastal areas during episodes of elevated water (storms, spring-tides, etc.) is called overwash. The landforms (broad, flat, sandy areas) left after overwash events are called washover fans. Some of the seminal work done on these processes and features was done in the 1970s and 80s on Cape Cod and elsewhere (Leatherman, 1976; Leatherman, 1979; Pierce, 1970).

Overwash is a critical process for low-lying coastal areas for several reasons. First, as seawater overwashes these areas during storms, or other high water events, sediment is brought into the area and is deposited. This deposition increases the elevation of the area allowing it to keep pace with sea level rise. As sea levels rise, these areas become corresponding higher, future storms superimposed on this sea level rise bring in more sediment during overwash events thus the area naturally keeps pace with sea level rise. Second, washover fans are valuable habitat not easily reproducible by human intervention, and due largely to human activities such as coastal development, areas suitable for the formation of washover fans are becoming increasingly rare.

Storm history

Outer Cape Cod is a high energy, open ocean shoreline exposed to powerful nor'easters and occasional hurricanes (Table 1). It is a dynamic coast with large volumes of sediment moving northward along the shoreline (Giese et al., 2011). The first well-documented washover events occurred during the The Blizzard of 1978, the 'No-Name' or 'Perfect storm' in 1991 and the December 1992 storm (Portnoy, 2001).

Table 1. Maximum Water Levels for Boston Harbor Since May 3, 1921. Highlighted dates are major overwash events at Ballston Beach that have been documented.

| Boston Harbor (Station #8443970) | | | |
|---|-------------|---------------------|-------------------|
| Highest Recorded Water Levels | | | |
| Rank | Date | NAVD88 (Ft.) | MLLW (Ft.) |
| 1 | 2/7/1978 | 9.59 | 15.11 |
| 2 | 1/2/1987 | 8.69 | 14.21 |
| 3 | 10/30/1991 | 8.66 | 14.18 |
| 4 | 1/25/1979 | 8.53 | 14.05 |
| 5 | 12/12/1992 | 8.52 | 14.04 |
| 6 | 12/29/1959 | 8.49 | 14.01 |
| 7 | 4/18/2007 | 8.29 | 13.81 |
| 8 | 5/25/2005 | 8.27 | 13.79 |
| 9 | 2/19/1972 | 8.19 | 13.71 |
| 10 | 12/27/2010 | 8.19 | 13.71 |
| 11 | 5/26/2005 | 8.16 | 13.68 |
| 12 | 1/27/2015 | 8.13 | 13.65 |
| 13 | 5/26/1967 | 8.11 | 13.63 |
| 14 | 6/5/2012 | 8.07 | 13.59 |
| 15 | 3/4/1931 | 7.97 | 13.49 |
| 16 | 11/30/1944 | 7.87 | 13.39 |
| 17 | 1/20/1961 | 7.85 | 13.37 |
| 18 | 4/21/1940 | 7.83 | 13.35 |

METHODS

Detailed elevation and spatial surveys of washover fans are critical to understanding not only the overwash events that formed them but also provide insight into the evolution of the coastal landform within the context of climate change, sea level rise and anthropogenic alterations. A Trimble® R8 GNSS receiver utilizing Real-Time-Kinematic GPS (RTK-GPS) was used for positioning and tide correction. The Center subscribes to a proprietary Virtual Reference Station (VRS) network (KeyNetGPS) that provides virtual base stations via cellphone from Southern Maine to Virginia. This allows the Center to collect RTK-GPS without the need to setup a terrestrial base station or post-process the GPS data in any way, reducing costs and effort related to field work.

The Center undertook a rigorous analysis of this system to quantify the accuracy of this network (Mague and Borrelli, in prep). Over 25 National Geodetic Survey (NGS) and Massachusetts Department of Transportation (DOT) survey control points, with published state plane coordinate values relating to the Massachusetts Coordinate System, Mainland Zone (horizontal: NAD83; vertical NAVD88), were occupied. Control points were distributed over a wide geographic area up to 50 km away from the Center.

Multiple observation sessions, or occupations, were conducted at each control point with occupations of 1 second, 90 seconds, and 15 minutes. To minimize potential initialization error, the unit was shut down at the end of each session and re-initialized prior to the beginning of the next session. The results of each session (i.e., each 1 second, 90 second, and 15 minute occupation) were averaged to obtain final x, y, and z values to further evaluate the accuracy of short-term occupation. Survey results from each station for each respective time period were then compared with published NGS and DOT values and the differences (error) used to assess and quantify uncertainty. Significantly, there was little difference between the error obtained for the 1 second, 90 second, and 15 occupations. The overall uncertainty analysis for these data yielded an average error of 0.008 m in the horizontal (H) and 0.006 m in the vertical (V). An RMSE of 0.0280 m (H) and 0.0247 m (V) and a National Standard for Spatial Data Accuracy (95%) of 0.0484 m (H) and 0.0483 m (V).

The GPS data are imported into ESRI's ArcGIS software and overlain against the relevant aerial photographs. The lidar data were downloaded from the NOAA Digital Coast webpage in a raster format and brought into ESRI's ArcGIS software where the raster is divided into smaller tiles. These lidar tiles are then brought into QPS's Fledermaus data visualization software. While acquired by CCS as an integral component of its Seafloor Mapping Program, the Fledermaus software package has proven to be an ideal platform for analyzing large three-dimensional datasets, such as lidar.

The long term data set from the Boston water level station (NOAA Station #8443970) beginning in 1921 through to the present is the highest quality data set of its kind. Though waves play a major role in coastal processes the long term water level data is a better dataset to place past storms and overwash events into historical context. Tidal ranges, cycles and phases are very similar for Boston, Cape Cod Bay and to a lesser extent the northern part of the outer Cape.

RESULTS

This report is focused on detailing recent overwash events that have deposited washover fans (Figure 2). Portnoy (2001) discussed the ecological impacts of the overwash events in October 1991 and December 1992. While it is understood that waves do occasionally break at the base of the dune itself and ocean water does overtop the dune the overwash event from March 2013 is the first event examined in detail here, through to the January 2016 overwash event.

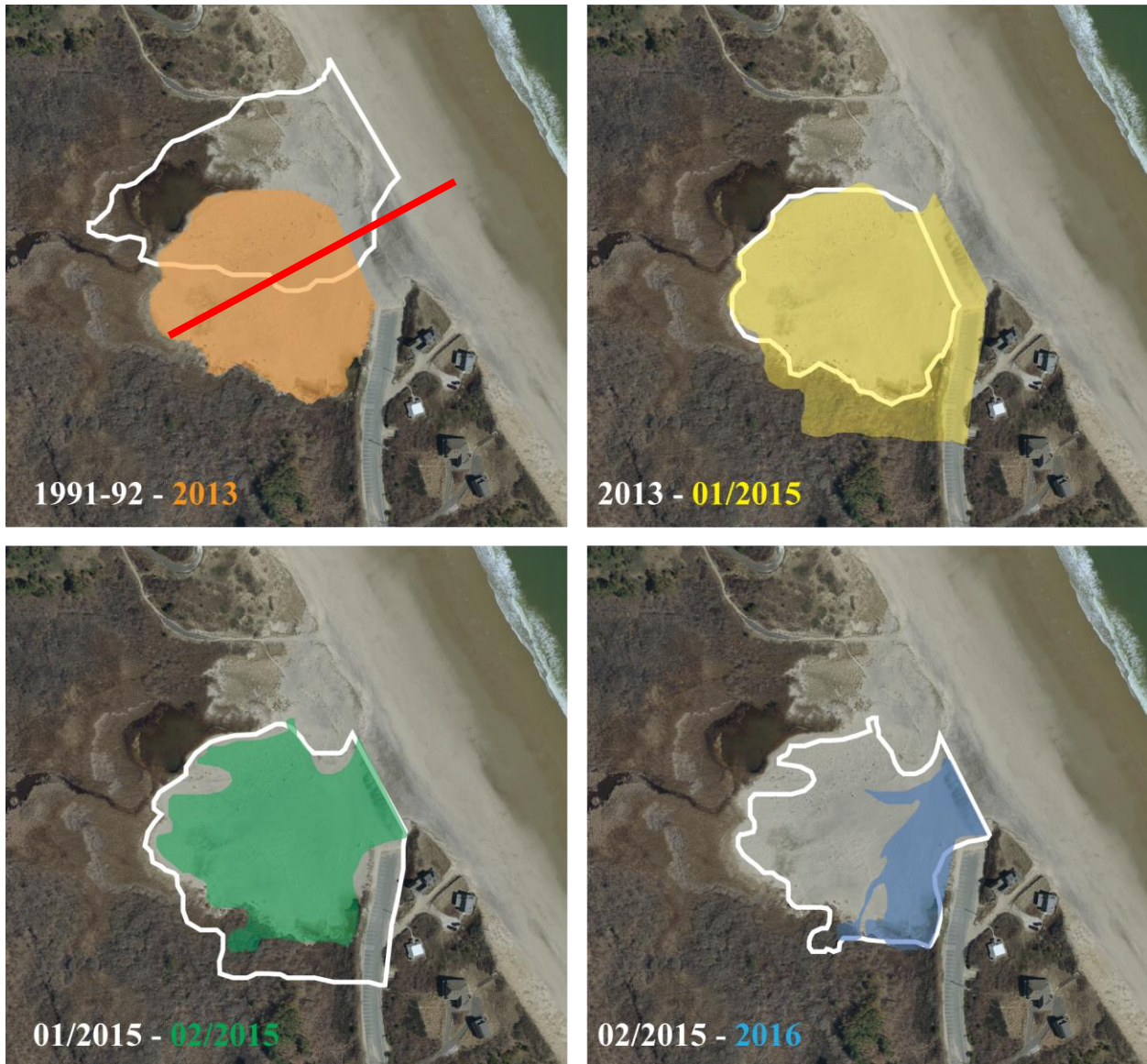


Figure 2. Extent of washover fans mapped for this project (2013 – 2016). 1991-92 extent was inferred from the 1994 aerial. Upper left: the red line is approximate location of profiles shown in Figures 4, 7, 10 and 11.

March 2013

The first overwash event discussed here occurred during a late winter storm on 08 March 2013 (Figure 3). The area was not mapped until 25 July 2013, this was done at the request of Cape Cod National Seashore. The Seashore held a public meeting in the Truro Town Library in August of 2013. The speakers included Drs Mark Borrelli and Graham Giese from the Center for Coastal Studies discussing the 2013 overwash event and Pamet River geomorphology respectively. Presentations about the hydrology, a recent groundwater study and the ecology of the Pamet River were also delivered.

At 7:56am on 08 March water levels peaked at 7.39 ft NAVD88 at the Boston tide station, this was over 2 feet lower than the Blizzard of 1978 yet a major overwash event occurred. Elevated water levels were seen for days before the peak of the storm which would have very likely caused erosion in front of the dune. This may have played a role as waves eroding Ballston Beach prior to the peak of the storm would have allowed waves to break further up the beach and in turn would have enabled more water to overwash the dune at high tide. Interestingly, the storm surge (3.16 ft) peaked at approximately 3:42pm on 08 March, one hour after low tide. Had the storm surge peaked at high tide the overwash would have been much more extensive.

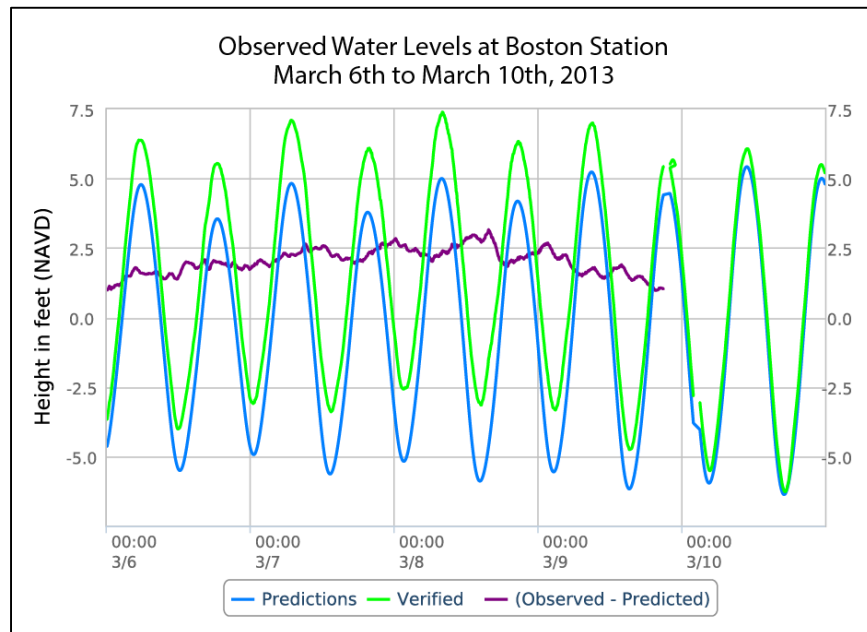


Figure 3. Water level data from the Boston tide gauge for 06 – 10 March 2013. Note the peak storm surge (purple line) occurs at low tide. Data source: <https://tidesandcurrents.noaa.gov/waterlevels.html?id=8443970>: ‘Observed – Predicted’ was not available for the latter part of this record at the time of publication.

Although no other overwash events occurred between the March storm and the July RTK-GPS survey of the washover fan some compaction and/or subsidence may have decreased the elevation of the feature. Conversely, over the course of four months aeolian (wind-blown) deposits may have increased the elevation of the washover fan. However, as seen in Figure 4 the change in elevation in these areas document a very large depositional event and could only have been deposited by an overwash event of the magnitude witnessed by many in the March storm. Videos of the overwash event are publicly available.

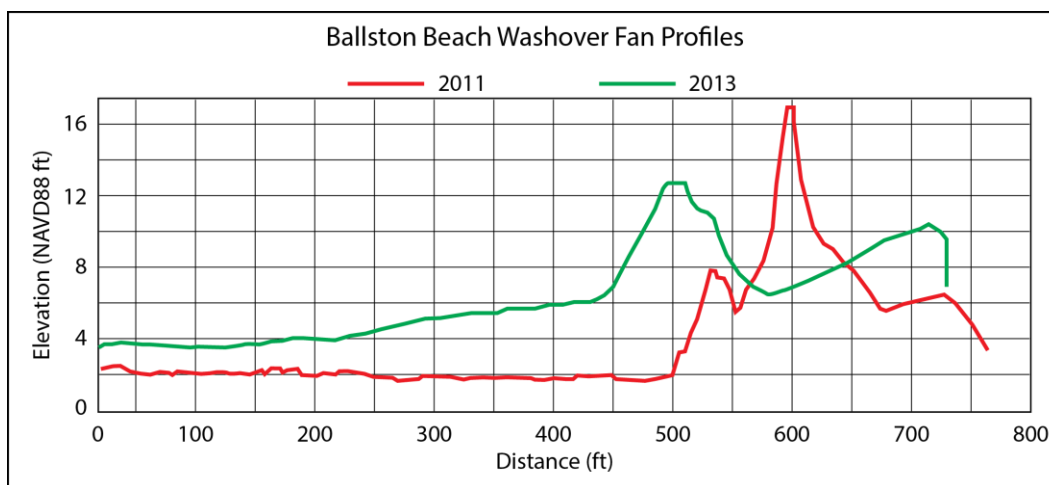


Figure 4. The 2011 profile was extracted from lidar data that was downloaded from the NOAA Digital Coast webpage (<https://coast.noaa.gov/dataviewer/>). The profile from 2013 was collected on 25 July 2013. The storm occurred on 08 March 2013.

The build up of the dune fronting the Pamet River prior to the 2013 storm was considerable. In May 2011 the top of the dune was over 16 ft (NAVD 88) and the elevation of the Pamet River just behind the dune was ~2 ft (NAVD 88). It is likely that the dune maintained its peak elevation, if not increasing in height prior to the 2013 storm.

After the overwash events of 19901 and 1992 there had been concerns of seawater contaminating water wells if storms continued to bring ever increasing amounts of salt water into the Upper Pamet. The fear that water could be impounded behind the clapper valve and drinking wells could be contaminated as the standing salt water infiltrated into the aquifer was prevalent in some circles. However, no contamination of water wells from overwash events has ever been verified in the Upper Pamet River.

There had been occasional events of water washing over the dunes during storms, rarely had these smaller washed over areas extended down into the Upper Pamet (Figure 5). A project was designed to increase the elevation of the dune in order to lessen the amount of overwash that reached the Upper Pamet in the hopes of reducing the likelihood of energetic storm events moving large amounts of water into the area and potentially contaminating wells. The project was very successful in achieving its intended goal of increasing dune elevation. By working with the natural processes, Safe Harbors Environmental inserted sand fencing, with and without connecting wire and planted beach grass both of which helped capture wind blown sand that slowly built the dune. This is a simple, yet effective way to mimic coastal processes to aid in achieving a desired goal and natural phenomenon (increasing dune elevation and size) with little disturbance of the natural ecosystem. This method was so successful that multiple ‘reinsertions’ had to be employed as the sand fencing was buried in the accreting dune.



Figure 5. Example of relatively small overwash event from 2009. Image taken from Peabody and Gorczynski, 2010 and modified here to demonstrate landward extent of flowing water. This image does not capture water actively flowing but the landward extent of water flowage is estimated by the solid white line.

After the material that had been captured by the dune building project had washed away in the March 2013 storm the Town of Truro placed approximately 4,000 yd³ of sand in the area that

connected the beach to the washover fan and planted beach grass and re-inserted sand fencing in an effort to repeat the past success.

The dune building project had several beneficial consequences, both intended and unintended. First, as intended, it likely prevented overwash events from occurring, that given certain conditions, may have had a negative impact on town infrastructure as well as private property and structures. Second, as designed, it built up the sand in the dune. One unintended, though beneficial result, was the transportation of the sand stored in the dune into the Upper Pamet during the January 2015 storm. Had this dune not been built up much less sand would have been deposited during the overwash event. This sand was vital in increasing the unnaturally low elevations, or reducing the ‘elevation deficit’, in the Upper Pamet.

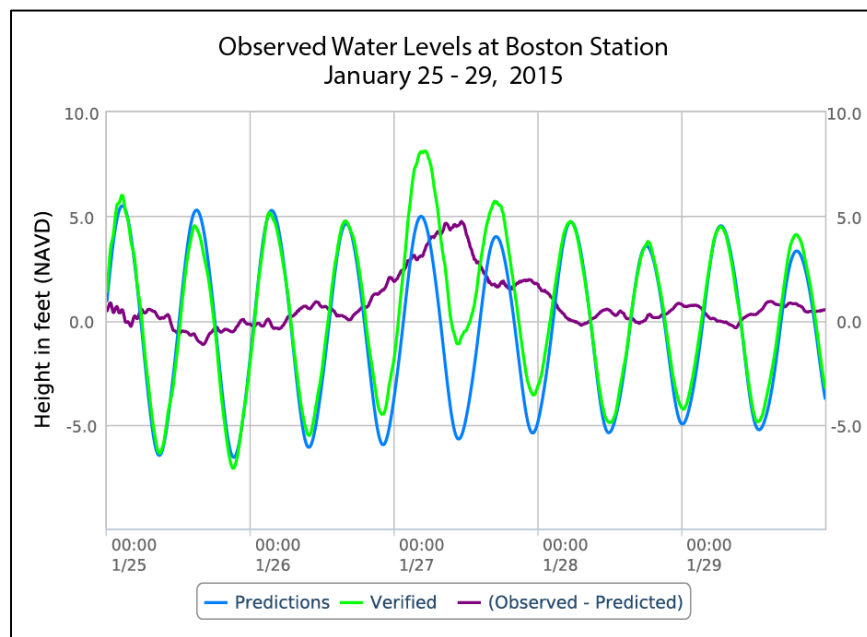


Figure 6. Water level data from the Boston tide gauge for 25 – 29 January 2015. Note the peak storm surge (purple line) occurs at low tide. Data source: <https://tidesandcurrents.noaa.gov/waterlevels.html?id=8443970>

January 2015

A large Nor'easter moved through the eastern United States in late January 2015. On 27 January the storm, then a blizzard, struck Massachusetts and a large overwash event occurred at Ballston Beach. Water levels peaked 4:42am on 27 January, reaching 8.053 ft (Figure 6). This was the 12th highest water level ever recorded at the Boston tide gauge since records started being kept in 1921.

Most remarkably the storm surge of 4.5 ft, peaked 6.5 hours later at approximately 11:12am, one hour after low tide. Had the peak storm surge occurred at high tide rather than low tide, water levels would have likely reached beyond the Blizzard of 1978 and flooding would have been much more extensive. Also, the January 2015 storm occurred during a neap tide, had the storm occurred during a spring tide still more overwash would have occurred. Although, as mentioned above due to the shape of the basin in the Upper Pamet River there would have been no threat of an inlet forming in Pamet River even with unprecedented levels of storm surge. The Blizzard of 1978 is the storm of record for the area.

The storm surge at the Boston tide gauge peaked very close to low tide. As such storm waves were likely able to erode higher up the beach thus allowing the waves at high tide to also erode still higher up the beach. This would have allowed more water to flow over Ballston Beach and into the Upper Pamet River. Although peak storm surge did occur at low tide, which drastically reduced flooding, a large overwash event still occurred due in large part to the overall intensity of the storm.

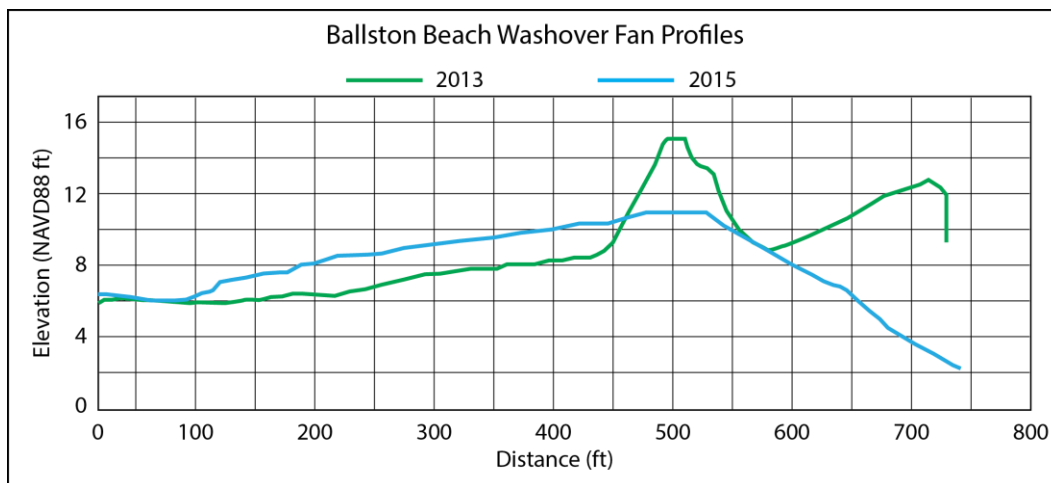


Figure 7. The profile from 2013 was collected on 25 July 2013. The storm occurred on 08 March 2013. The profile from 2015 was collected on 14 February after the storm event on 27 January.

The increasing elevation of the beach, from approximately 600 ft to 725 ft in the 2013 profile in Figure 7 is typical of an accreting summer beach, the profile was collected in July 2013. The crest of the dune lost 4 feet in elevation from 2013 to 2015 and a nearly uniform 2 ft of sand had been deposited along 400 feet of the washover fan along the profile (~100 ft – 450 ft).

February 2015

Another blizzard, though less intense than the January blizzard, moved through the area several weeks later. On 15 February water levels peaked at 7:18am reaching 6.61 ft, high tide occurred soon after at 7:44pm. This storm surge was 1.44 ft lower than the January storm and a much smaller overwash event occurred. The storm lasted over three high tides with only the last high tide experiencing a significant storm surge (Figure 8). The peak storm surge coincided with high tide, but the tidal phase was transitioning from a neap tide to a spring tide and therefore tides could have been higher had the storm occurred a few days later. It should be reiterated that a small increase in water elevation can have a profound difference in coastal flooding levels. However, in this instance, it is likely that the much smaller washover event was more a function of the January storm depositing so much material prior to this storm.

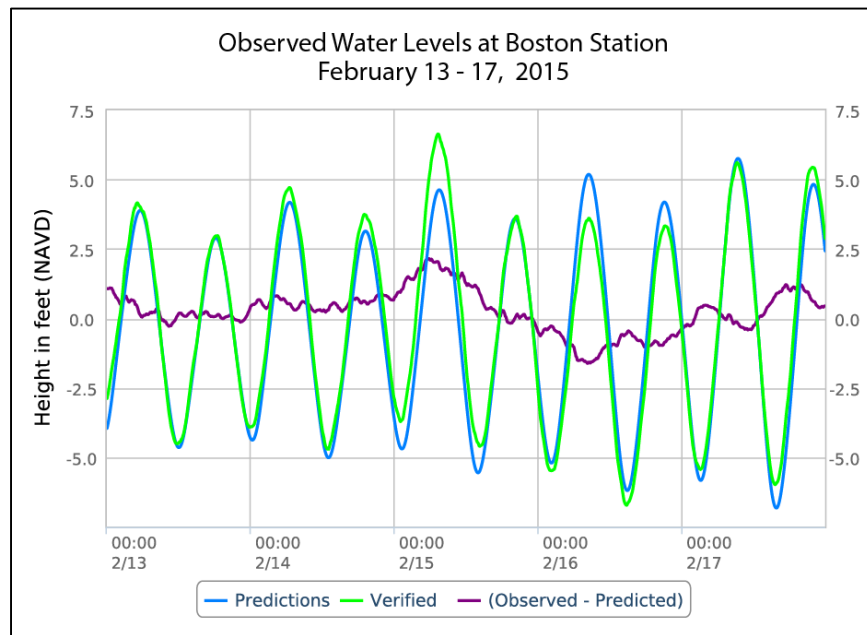


Figure 8. Water level data from the Boston tide gauge for 13 -17 January 2015. Note the peak storm surge (purple line) occurs just before high tide. Data source: <https://tidesandcurrents.noaa.gov/waterlevels.html?id=8443970>

Comparison profiles were not useful for these two closely spaced events because, as stated above, the January event increased the elevation to such an extent that the February overwash was primarily restricted to the southern portion of the January washover fan and primary transect (upper left of Figure 2), showed little change. Even though the elevation of the February storm was lower than the January storm, 6.61 ft and 8.05 ft respectively, some overwash still occurred.

January 2016

During the writing of this report another overwash event occurred on 24 January 2016. Data were collected and a cursory examination is included here. The 2016 storm was similar to the February 2015 event. Water elevation peaked at 11:00 am (6.83 ft) with a storm surge of 1.45ft, the peak storm surge (2.54 ft) occurred 7 hours earlier at 3:42am an hour before low tide (Figure 9). The storm occurred one day after the spring tide.

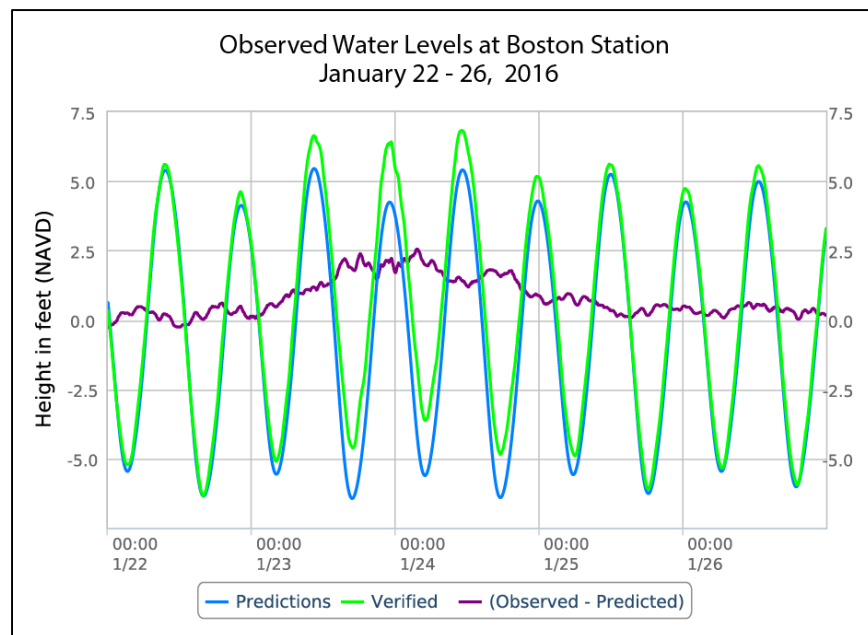


Figure 9. Water level data from the Boston tide gauge for 22 – 26 January 2016. Data source: <https://tidesandcurrents.noaa.gov/waterlevels.html?id=8443970>

The relatively mild fall and winter of 2015-2016 through January 2016 likely accounts for the higher beach seen in the profiles (Figure 10). The February 2015 washover fan was mapped on the 15th as storm waters were receding and as such no compaction or subsidence had occurred. Further, little if any deposition was seen along the primary transect in January 2015. Both these factors could account for the higher elevation in the 2015 profile relative to the 2016 profile on the washover fan.

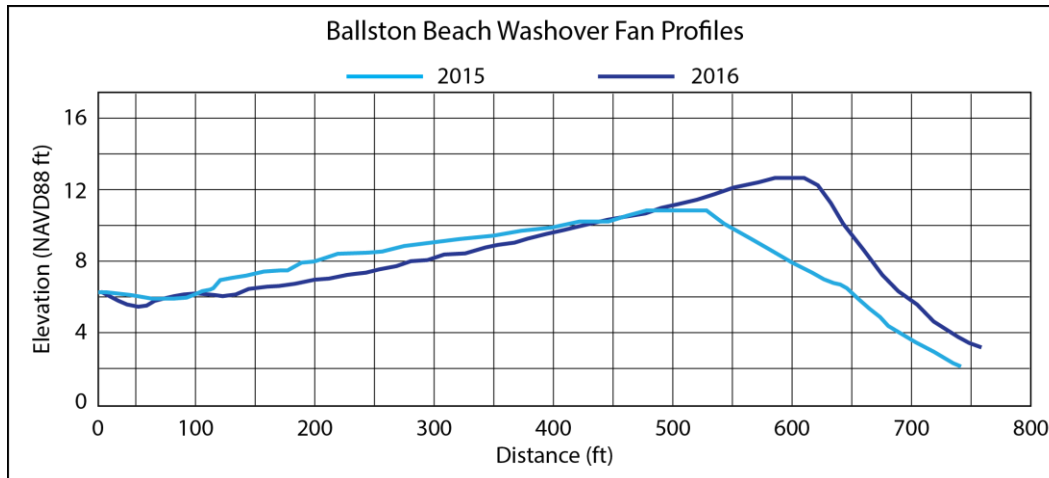


Figure 10. The profile from 2015 was collected on 14 February after the storm event on 27 January. The profile from 2016 was collected on 26 January two days after the storm.

Volume calculations did not include changes to the beach, but were made to were made on the washover fan only (Figure 2). The 2013 storm deposited a washover fan that covered 3.46 acres with over 25,000 yd³ of material (Table 2). The 2013 storm deposited the largest amount of material of all four events. This was in large part due the availability of space for material to be deposited by the storm; a bigger basin accommodates more flowing water which in turn brings in more sediment. After the 2013 storm this area was much higher in elevation and the January 2015 storm accordingly deposited much more material to the south (Figure 2), as that was the area that was now the lowest in elevation. The January 2015 event had much higher water levels than the 2013 storm, 8.05 ft vs 7.39 ft, respectively, yet less sand was deposited.

Currently, the ‘southern dune’, the dune adjacent to the parking lot, looks very similar to the dune seen along the primary transect in 2011 (Figure 11). It has a very unnatural profile, rather than a long, slow decrease in elevation as is typical for naturally migrating dunes, the southern dune has an abruptly dipping landward profile, with an erosional scarp in places. This is largely due to the removal of sand that is deposited on the parking lot. If this sand were allowed to accumulate the dune would migrate landward as the northern dune is currently. This is one of the ways in which coastal areas respond to rising sea levels. In fact, the coastal system in this area has migrated landward for millennia (Giese et al., 1985), likely with a very similar morphology (size and shape) as is presently seen.

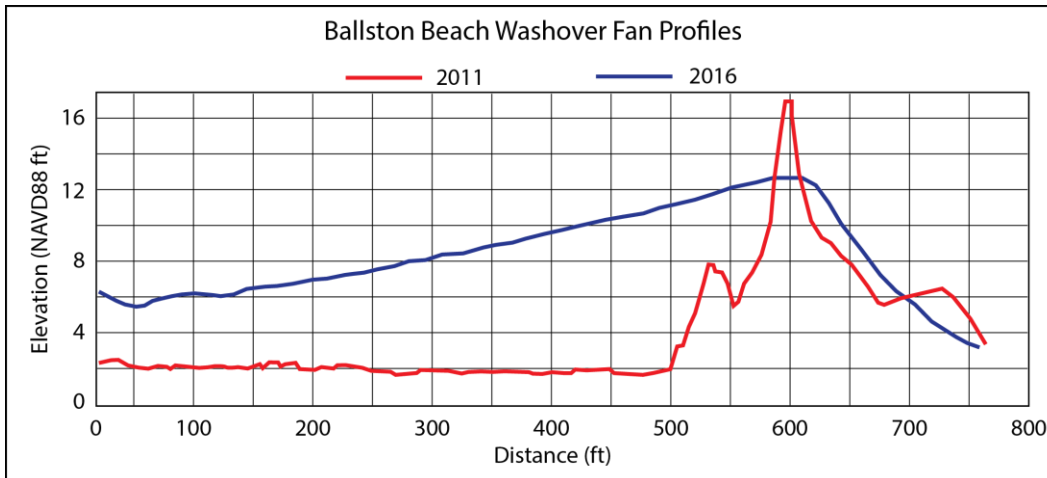


Figure 11. The 2011 profile was extracted from lidar data that was downloaded from the NOAA Digital Coast webpage (<https://coast.noaa.gov/dataviewer/>). The profile from 2016 was collected on 26 January two days after the storm.

The overwashing of Ballston Beach has several benefits. First, due to the elevation deficit of the Upper Pamet River the sand brought in by overwash events increases the elevation helping these areas keep pace with sea level rise (Figure 11). The cost of trucking in tens of thousands of cubic yards of sand would likely cost millions of dollars and would require many thousands of trips with large dump trucks to deliver the material to the area. Second, with each overwash and deposition event the less likely a future storm will cause flooding or more deposition. If there had not been such a pronounced elevation deficit prior to the 2013 storm these overwash events would have been far less intense with much less seawater, and sediment, being brought into the area. As the system becomes more in equilibrium with the surrounding elevations storms of similar elevations will have diminishing impacts. However, the Upper Pamet River beyond the washover fans still has a significant elevation deficit which would likely be addressed, over time, if tidal flow were restored to the Pamet River.

Table 2. Spatial analysis of washover fans based on GPS data and corresponding formational overwash events.

| EVENT | AREA (acres) | VOLUME (yd ³) | PEAK ELEVATION (ft) | STORM SURGE (ft) |
|------------------|--------------|---------------------------|---------------------|------------------|
| 08 March 2013 | 3.54 | 25,089 | 7.39 | 2.40 |
| 27 January 2015 | 5.04 | 21,947 | 8.05 | 3.10 |
| 15 February 2015 | 1.29 | N/A | 6.61 | 2.01 |
| 24 January 2016 | 3.68 | N/A | 6.83 | 1.44 |

MANAGEMENT RECOMMENDATIONS

Based on the findings of this study the following short, medium and long term recommendations are offered. These recommendations are based on balancing the needs of the town to provide visitors access to Ballston Beach as well as allowing the coastal system to evolve more naturally now and in the future. By working with the natural processes the Upper Pamet will return to providing pre-disturbance ecosystem services to the extent possible.

- **Short-term recommendations should take place before the summer of 2016** -

Recommendation 1: Remove asphalt from northern portion of parking lot

Center scientists will work with Town staff to determine the practical extent of the asphalt to be removed from the northern portion of the parking lot. This step should be taken for two reasons, first by removing this asphalt the area will be returned to a more natural state thus allowing the dune to migrate landward. Second, as sand is deposited and beach grass and other native vegetation return this area will be better able to adapt and evolve to storms and sea level rise.

Recommendation 2: Return sand deposited during January 2015 storm to low lying area

After the January 2015 storm the sand that was deposited in the town parking lot was removed to allow beachgoers access to the parking spaces for the summer of 2015. Earth-moving equipment was used to remove the sand from the parking lot and was placed in the areas immediately adjacent to the parking lot. This material should be returned to the parking lot.

As discussed above overwash events deposit sand in the lowest areas that are closet to the overwash site. The sand in the parking lot was up to 6 feet deep in places. By returning this sand to the area future overwash events will be greatly reduced in frequency and severity.

- **Medium- and long-term recommendations should be enacted in the next few years and in years to decades, respectively -**

Recommendation 3: Allow the ‘southern dune’ to evolve naturally

A medium term goal of allowing the southern dune to evolve in response to natural processes is suggested. Currently the town removes sand landward of the southern dune in the parking lot. This practice should stop and the dune should be allowed to naturally migrate, accrete and erode. The northern dune has a much more natural profile and will be able to migrate landward as storms and sea level rise affect the area.

Recommendation 4: Restoration of tidal flow to the Upper Pamet River

The long term goal for the town is to return the site and the entire Pamet River to as close to pre-disturbance levels as is practical. By restoring tidal flow to the upper Pamet River the return of a coastal salt marsh ecosystem would be realized. These ecosystems are unparalleled not only in the value of the ecosystem services, providing habitat, nursery for finfish and shellfish, filtration of contaminants, flood control, etc., but they are also among the most aesthetically pleasing. Sea levels are rising and a tidally restored Pamet River will help the ecosystem and the town better adapt to future conditions.

Recommendation 5: Resident Outreach Strategy

The town should begin to develop a strategy to engage residents. Restoring tidal flow will be a complex process effecting many stakeholders. The project and the town would benefit from engaging residents now and in the future.

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TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Beach Commission

REQUESTOR: Eliza Harned, Beach Commission Chair

REQUESTED MEETING DATE: June 14, 2016

ITEM: Discussion of Beach Commission Proposal for parking restricted to residents at Coast Guard Beach

EXPLANATION: A request for approval of a change to resident only parking at Coast Guard Beach, during sticker hours. Anyone who has a resident beach sticker would be eligible to park. The Beach Commission has voted unanimously (in favor) to change parking to resident only at Coast Guard Beach. It is the smallest ocean-side lot and parking can be hard because of the lot's size. Walkers, bikers and drop offs would still be allowed.

FINANCIAL SOURCE (IF APPLICABLE): n/a

IMPACT IF NOT APPROVED: Coast Guard Beach would continue to allow all citizens to visit.

SUGGESTED ACTION: *Motion to approve/disapprove a change to Coast Guard Beach restricting access to residents only- with the exception of walkers or bike riders who would also be granted access.*

ATTACHMENTS:

1. Proposed Rules and Regulations with Coast Guard Listed as Residents' only (to be used if Board of Selectmen approves the change).

TOWN OF TRURO
BEACH RULES AND REGULATIONS
ADOPTED ON XXXXXX

The Board of Selectmen of the Town of Truro, MA, has adopted the following rules and regulations pertaining to the use of all Town-owned landing places and beaches with the Town of Truro pursuant to the provisions of Mass. General Laws, Chapter 88, Section 19, Chapter 21, subsection (1) and Chapter 90B, Section 15(b) and any amendments thereof.

The following beaches and landings are herein referred to as “All Town landing places and beaches”:

- | | |
|---|--|
| *Noons Landing (no parking permit required) | *Head of the Meadow (public parking available) |
| *Beach Point (no parking permit required) | *Coast Guard Beach (Residents’ permits only) |
| *Cold Storage Beach at Pond Village | *Longnook Beach |
| *Great Hollow Beach | *Ballston Beach |
| *Corn Hill Beach (public parking available) | *Ryder Beach |
| *Fisher Beach | |

1. Any motor vehicle parked at a Town landing place or beach listed above from the third Saturday in June through Labor Day between the hours of 9 a.m. and 4 p.m. must display a valid parking permit. Stickers must be permanently affixed to and visible on the vehicle to which they are registered. Stickers are non-transferable. To be valid, beach stickers must be affixed and visible on the outside driver’s side, rear most window. To be valid, O.R.V. stickers must be affixed and visible on the driver’s side, front bumper. Registration number on sticker must match vehicle license plate to which the sticker is affixed to or the sticker will be confiscated.
2. Stickers, which have been altered, defaced, copied or made unreadable, are not valid.
3. Garbage and litter of all kinds must be deposited in the specified containers or carried from the area with you.
4. No glass containers or bottles are allowed on any beach at any time.
5. Animals are prohibited between the hours of 9 a.m. and 6 p.m. from the second Saturday in June through Labor Day.
6. All persons using the beach must be properly attired. Nudity is prohibited.
7. Overnight camping or sleeping on beaches or in parking areas is prohibited.
8. Beach fires are permitted only after obtaining an appropriate permit from the Beach Office. Permits are only valid for the date issued.
9. Possession and consumption of alcoholic beverages is prohibited at all times.
10. Climbing on all dunes is prohibited, as they are fragile, except along designated access routes to the beach.
11. No boats may be left overnight except within the designated areas at Corn Hill.
12. Fishing is not permitted in designated swim areas when lifeguards are on duty.
13. Inflatables and floatation devices are not permitted in designated swim areas when lifeguards are on duty.
14. Valid beach parking stickers permit the vehicle to (1) space per vehicle.
15. Campers, RV’s and other oversized vehicles are permitted only at Head of the Meadow Beach and Corn Hill Beach and will be charged additional fees for additional spot(s) occupied.
16. Smoking is prohibited on all Town beaches. (ATM 2015, Article 19)
17. Vehicles must come to a complete stop at attendant station for sticker inspection.

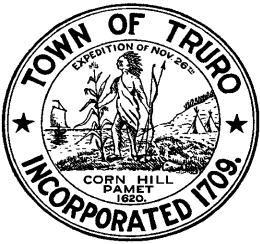
Enforcement Penalties

A. Criminal Complaint

Whoever violates any of the above rules and regulations shall be punished by a fine of not more than fifty (\$50) for each offense. A violation of each specific rule or regulation shall be deemed a separate offense and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein.

B. Non-Criminal Disposition

As an alternative to initiating criminal proceeding pursuant to subsection A above, the enforcing agent may dispose of a violation of these rules and regulations pursuant to the following procedures. Whoever violated any provision of these rules and regulations may, in the discretion of the Police Officers, Beach Director or Head Lifeguard, be penalized by a non-criminal complaint pursuant to the provisions of M.G.L. Chapter 40, Section 21D. Whoever violates any rule or regulation as stated above shall be subject to a fine of twenty-five (\$25) for each separate offense. A violation of each specific rule or regulation shall be deemed a separate offense, and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein.



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Beach Commission

REQUESTOR: Kelly Clark, Recreation and Beach Director, on behalf of the Beach Commission

REQUESTED MEETING DATE: June 14, 2016

ITEM: Approval of increased Labor Day Weekend Non-Resident Beach Sticker Fees

EXPLANATION: In April 2015, Non-Resident Beach Parking Permit fees and daily beach parking rates were increased for the 2015 season. At that time, Labor Day Weekend pro-rated sticker fees were not included in this fee increase recommendation due to an oversight. At the October 19, 2015 Beach Commission Meeting, the Commission voted to recommend increasing the pro-rated Labor Day Weekend rates as follows:

Non-resident Sticker Saturday of Labor Day Weekend (\$25 current rate): **\$35**

Non-resident Sticker Sunday of Labor Day Weekend (\$15 current rate): **\$20**

If sales are similar to past years, the Town can expect approximately \$560 more in revenue due to this increase. Additionally, this increase would create a more appropriate differential between the daily parking rate (currently \$15) that is available for use at only Head of the Meadow beach and Corn Hill beach and the non-resident parking sticker that can be used at any of the Town-owned beaches in Truro.

Non-resident Sticker Saturday of Labor Day Weekend: 48 stickers x \$10 increase=\$480

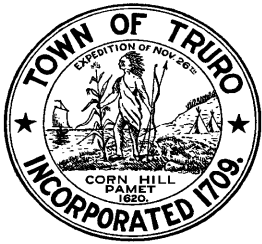
Non-resident Sticker Sunday of Labor Day Weekend: 16 stickers x \$5 increase=\$80

FINANCIAL SOURCE (IF APPLICABLE): Funds go into Receipts Reserved Account.

IMPACT IF NOT APPROVED: Fees will remain the same.

SUGGESTED ACTION: *Move to approve the increase in Labor Day Weekend Pro-rated Non-Resident Beach Parking Permit Rates as recommended by the Truro Beach Commission, effective for the 2016 beach season.*

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Beach Commission

REQUESTOR: Kelly Clark, Recreation & Beach Director, on behalf of the Truro Beach Commission

REQUESTED MEETING DATE: June 14, 2016

ITEM: Revised Town of Truro Beach Rules & Regulations

EXPLANATION: The current version of the Town of Truro Beach Rules & Regulations was adopted in 2008. The attached modifications provide clarity, better fit the existing practices of the Department and Commission, and encourage safety for patrons of the beaches and Town staff. The changes were voted on at the May 4, 2016 Beach Commission Meeting and then again at the June 8, 2016 Beach Commission Meeting.

PROPOSED CHANGE 1:

Any motor vehicle parked at a Town landing place or beach listed above from the third Saturday in June through Labor Day between the hours of 9 a.m. and 4 p.m. must display a valid parking permit. Stickers must be permanently affixed to and visible on the vehicle to which they are registered. Stickers are non-transferable. To be valid, beach stickers must be affixed and visible on the outside driver's side, rear most window. To be valid, O.R.V. stickers must be affixed and visible on the driver's side, front bumper. Registration number on sticker must match vehicle license plate to which the sticker is affixed to or the sticker will be confiscated.

Parking stickers are not required until Beach Attendants are on duty so the third Saturday in June (when Attendants begin) would be a more appropriate date. Beach Attendants work from 9 a.m. - 4 p.m. so that they can help manage lots (especially smaller lots) as people begin to arrive to beaches. These hours would be more appropriate to make sure that only cars with valid stickers are parking in the lots as the beaches get fuller.

Information about where and how stickers are affixed has always been advertised in the Office, however, the rule should be included in this document for clarity and for enforcement purposes.

PROPOSED CHANGE 2:

Beach fires are permitted only after obtaining an appropriate permit from the Beach Office. Permits are only valid for the date issued.

The beach fire permit process has moved to an online system that is available 24 hours a day. This change provides a more accurate description of the process.

PROPOSED CHANGE 3:

No boats may be left overnight except within the designated areas at Corn Hill.

Previously, boats were permitted to be left overnight at Noons Landing, however, due to the changing topography of Truro beaches, there is not a feasible way for boats to be stored in a way that is environmentally sensitive and sensitive to the private property rights of surrounding properties.

PROPOSED CHANGE 4:

Fishing is not permitted in designated swim areas when lifeguards are on duty.

This rule is proposed for the safety of swimmers. It has been reviewed by Town Counsel to ensure that it does not infringe on fish, fowling, and navigation rights.

PROPOSED CHANGE 5:

Inflatables and floatation devices are not permitted in designated swim areas when lifeguards are on duty.

Lifeguards have informally requested that beachgoers do not use inflatables and flotation devices in lifeguard-protected areas of the beach so that they have clear views of the water and swimmers. This rule is recommended for the safety of swimmers.

PROPOSED CHANGE 6:

Valid beach parking stickers permit the vehicle to (1) space per vehicle.

Where parking, particularly at ocean beaches, is more limited, it is important that cars park appropriately in spaces to allow the maximum number of vehicles to park and to ensure that all vehicles have adequate space—particularly for vehicles using handicap parking spaces.

PROPOSED CHANGE 7:

Campers, RV's and other oversized vehicles are permitted only at Head of the Meadow Beach and Corn Hill Beach and will be charged additional fees for additional spot(s) occupied.

A rise in recent requests for parking of campers and other oversized vehicles has necessitated a clear ruling on where and how these vehicles can be parked.

PROPOSED CHANGE 8:

Smoking is prohibited on all Town beaches. (ATM 2015, Article 19)

As voted at ATM 2015, this has been in effect. For clarity and to make the public more aware about this policy, it would be helpful to include in the Beach Rules & Regulations.

PROPOSED CHANGE 9:

Vehicles must come to a complete stop at attendant station for sticker inspection.

For the safety of Town staff, particularly Beach Attendants, this rule is proposed. Vehicles often speed through the attendant station. Additionally, this serves to stop unpermitted vehicles from entering lots and vehicles from entering full lots and creating a confusing, chaotic, or unsafe situation.

FINANCIAL SOURCE (IF APPLICABLE): No known financial needs. Beach signs are already budgeted for in the replacement schedule so signs would be updated during their appropriate replacement time with most up to date rules and regulations.

IMPACT IF NOT APPROVED: Potential loss of revenue from parking citations issued being waived. Potential confusion regarding current rules that are unclear or outdated. Potential unsafe conditions for swimmers, Town staff and general public.

SUGGESTED ACTION: *Move to approve Town of Truro Beach Rules & Regulations as proposed.*

ATTACHMENTS:

1. Town of Truro Beach Rules & Regulations Adopted on April 22, 2008.
2. Town of Truro Beach Rules & Regulations Proposed June 14, 2016 (with changes in red).

3. Town of Truro Beach Rules & Regulations Proposed June 14, 2016 as proposed.

TOWN OF TRURO
BEACH RULES AND REGULATIONS
Adopted on April 22, 2008

The Board of Selectmen of the Town of Truro, MA, has adopted the following rules and regulations pertaining to the use of all Town-owned landing places and beaches within the Town of Truro pursuant to the provisions of Mass. General Laws, Chapter 88, Section 19, Chapter 21, subsection (1) and Chapter 90B, Section 15(b) and any amendments thereof.

The following beaches and landings are herein referred to as "All Town landing places and beaches":

- | | |
|---|--|
| *Noons Landing (no parking permit required) | *Head of the Meadow (public parking available) |
| *Beach Point (no parking permit required) | *Coast Guard Beach |
| *Cold Storage Beach at Pond Village | *Longnook Beach |
| *Great Hollow Beach | *Ballston Beach |
| *Corn Hill Beach (public parking available) | |
| *Fisher Beach | |
| *Ryder Beach | |

1. Any motor vehicle parked at a Town landing place or beach listed above from the second Saturday in June through Labor Day between the hours of 10 a.m. and 4 p.m. must display a valid parking permit. Stickers must be permanently affixed to and visible on the vehicle to which they are registered. Stickers are non-transferable.
2. Stickers, which have been altered, defaced, copied or made unreadable, are not valid.
3. Garbage and litter of all kinds must be deposited in the specified containers or carried from the area with you.
4. No glass containers or bottles are allowed on any beach at any time.
5. Animals are prohibited between the hours of 9 a.m. and 6 p.m. from the second Saturday in June through Labor Day.
6. All persons using the beach must be properly attired. Nudity is prohibited.
7. Overnight camping or sleeping on beaches or in parking areas is prohibited.
8. Beach fires are permitted only after obtaining written permission from the Beach Office between the hours of 5 p.m. and 6 p.m. daily. The number of permits is adjusted by the Beach Supervisor according to beach conditions of that day.
9. Possession and consumption of alcoholic beverages is prohibited at all times.
10. Climbing on all dunes is prohibited, as they are fragile, except along designated access routes to the beach.
11. No boats may be left overnight except within the designated areas at Corn Hill and Noons Landing.

Enforcement Penalties

A. Criminal Complaint

Whoever violates any of the above rules and regulations shall be punished by a fine of not more than fifty (\$50) for each offense. A violation of each specific rule or regulation shall be deemed a separate offense and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein.

B. Non-Criminal Disposition

As an alternative to initiating criminal proceeding pursuant to subsection A above, the enforcing agent may dispose of a violation of these rules and regulations pursuant to the following procedures. Whoever violated any provision of these rules and regulations may, in the discretion of the Police Officers, Beach Director or Head Lifeguard, be penalized by a non-criminal complaint pursuant to the provisions of M.G.L Chapter 40, Section 21D. Whoever violates any rule or regulation as stated above shall be subject to a fine of twenty-five (\$25) for each separate offense. A violation of each specific rule or regulation shall be deemed a separate offense, and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein.

TOWN OF TRURO
BEACH RULES AND REGULATIONS
ADOPTED ON XXXXXX

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- *Beach Point (no parking permit required)
- *Cold Storage Beach at Pond Village
- *Great Hollow Beach
- *Corn Hill Beach (public parking available)
- *Fisher Beach
- *Head of the Meadow (public parking available)
- *Coast Guard Beach (Residents’ permits only)
- *Longnook Beach
- *Ballston Beach
- *Ryder Beach

To be included only if approved at 6/14/16 BOS meeting.

1. Any motor vehicle parked at a Town landing place or beach listed above from the **third** Saturday in June through Labor Day between the hours of **9 a.m.** and 4 p.m. must display a valid parking permit. Stickers must be permanently affixed to and visible on the vehicle to which they are registered. Stickers are non-transferable. **To be valid, beach stickers must be affixed and visible on the outside driver’s side, rear most window. To be valid, O.R.V. stickers must be affixed and visible on the driver’s side, front bumper. Registration number on sticker must match vehicle license plate to which the sticker is affixed to or the sticker will be confiscated.**
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8. **Beach fires are permitted only after obtaining an appropriate permit from the Beach Office. Permits are only valid for the date issued.**
9. Possession and consumption of alcoholic beverages is prohibited at all times.
10. Climbing on all dunes is prohibited, as they are fragile, except along designated access routes to the beach.
11. **No boats may be left overnight except within the designated areas at Corn Hill.**
12. **Fishing is not permitted in designated swim areas when lifeguards are on duty.**
13. **Inflatables and floatation devices are not permitted in designated swim areas when lifeguards are on duty.**
14. Valid beach parking stickers permit the vehicle to (1) space per vehicle.
15. **Campers, RV’s and other oversized vehicles are permitted only at Head of the Meadow Beach and Corn Hill Beach and will be charged additional fees for additional spot(s) occupied.**
16. **Smoking is prohibited on all Town beaches. (ATM 2015, Article 19)**
17. **Vehicles must come to a complete stop at attendant station for sticker inspection.**

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TOWN OF TRURO
BEACH RULES AND REGULATIONS
ADOPTED ON XXXXXX

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- *Great Hollow Beach
- *Corn Hill Beach (public parking available)
- *Fisher Beach
- *Head of the Meadow (public parking available)
- *Coast Guard Beach
- *Longnook Beach
- *Ballston Beach
- *Ryder Beach

1. Any motor vehicle parked at a Town landing place or beach listed above from the third Saturday in June through Labor Day between the hours of 9 a.m. and 4 p.m. must display a valid parking permit. Stickers must be permanently affixed to and visible on the vehicle to which they are registered. Stickers are non-transferable. To be valid, beach stickers must be affixed and visible on the outside driver’s side, rear most window. To be valid, O.R.V. stickers must be affixed and visible on the driver’s side, front bumper. Registration number on sticker must match vehicle license plate to which the sticker is affixed to or the sticker will be confiscated.
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4. No glass containers or bottles are allowed on any beach at any time.
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7. Overnight camping or sleeping on beaches or in parking areas is prohibited.
8. Beach fires are permitted only after obtaining an appropriate permit from the Beach Office. Permits are only valid for the date issued.
9. Possession and consumption of alcoholic beverages is prohibited at all times.
10. Climbing on all dunes is prohibited, as they are fragile, except along designated access routes to the beach.
11. No boats may be left overnight except within the designated areas at Corn Hill.
12. Fishing is not permitted in designated swim areas when lifeguards are on duty.
13. Inflatables and floatation devices are not permitted in designated swim areas when lifeguards are on duty.
14. Valid beach parking stickers permit the vehicle to (1) space per vehicle.
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17. Vehicles must come to a complete stop at attendant station for sticker inspection.

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As an alternative to initiating criminal proceeding pursuant to subsection A above, the enforcing agent may dispose of a violation of these rules and regulations pursuant to the following procedures. Whoever violated any provision of these rules and regulations may, in the discretion of the Police Officers, Beach Director or Head Lifeguard, be penalized by a non-criminal complaint pursuant to the provisions of M.G.L. Chapter 40, Section 21D. Whoever violates any rule or regulation as stated above shall be subject to a fine of twenty-five (\$25) for each separate offense. A violation of each specific rule or regulation shall be deemed a separate offense, and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: June 14, 2016

ITEM: Discussion and Policy Development on Licensing

EXPLANATION:

At the May 11, 2016 Board of Selectmen meeting a number of questions/concerns were raised regarding licensing.

A. If a business license can be issued if the property is in violation of Zoning By-Laws.

Town Counsel has advised that the Town cannot withhold a license based on a violation of the Zoning Bylaws.

B. A valid license must be issued by the Town prior to opening.

Attached is the 1994 Policy on the licensing process, *Policy #14 License Approval and Renewal Procedures*. This policy along with all of the Licensing procedures is due for a review and update.

C. Update on licensing transition between the Health Department and the Licensing Department, and any challenges with the change.

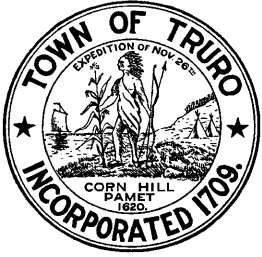
The Health Department noted that the transition has gone pretty well over all; there are some people still adapting to the change of having to go to two separate offices. The communication has been very fluid between departments and both departments continue to make great efforts to strive for ease of the application process for the Business owners.

It is the Town Manager's recommendation that staff undertake a complete review of all licensing regulations and policies in concert with Town Counsel. The intent would be to make the Town's procedures for licensing consistent with current State regulations and user friendly for the applicant.

SUGGESTED ACTION: *None Required – for Discussion*

ATTACHMENTS:

1. Policy #14 License Approval and Renewal Procedures -1994



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

POLICY MEMORANDUM #14

Date: Adopted August 30, 1994

Subject: **LICENSE APPROVAL AND RENEWAL PROCEDURES**

LICENSE APPROVAL PROCEDURES

Effective on the above date, the Town of Truro Board of Selectmen hereby adopts the following policy and procedures for issuance of licenses by the Board of Selectmen, acting as the Licensing Authority for the Town of Truro under the provisions of Chapter 4, Section 2 paragraph 9 of the Truro Town Charter.

1. Effective the above date, the Town of Truro Board of Selectmen authorizes the Town of Truro Board of Health to act as the sole licensing authority on the Town of Truro for public health licenses in conformity with the provisions of Massachusetts General Laws, including, but not limited to, Chapter 111, and Chapter 140. The Board of Health shall issue licenses as authorized by and in conformity with the provisions of Massachusetts General Laws, maintain adequate and complete records on all licensing matters, and may promulgate rules and regulations relating to the issuance and validity of all such licenses, including, but not limited to recreational camps, overnight camps or cabins, motels or mobile home parks, and inns. The Board of Health shall within sixty (60) days from the above date provide the Selectmen with a list of licenses with relevant reference to the appropriate citation under Massachusetts General Laws which authorizes the Board of Health to act as the licensing authority.
2. The applicant shall complete and submit all Town of Truro licensing application forms, including all documentation, signed by an authorized representative of the applicant.
3. The Selectmen shall require a so-called team inspection of the premise to be licensed. Said inspection shall include inspections and reports, as appropriate and applicable, from the Building Commissioner/Health Agent, the Wiring Inspector, the Plumbing and Gas Inspector, the Fire Chief, and the Barnstable County Health Department sanitarian. Said team inspection shall be performed at least one week prior to official review and action by the licensing authority and shall be scheduled and coordinated with the inspectors and the applicant by the Licensing Agent. The Selectmen shall not act upon a request for a license, until all other related applicable permits and licenses required by law, but not issued by the Board of Selectmen, are approved and secured by the applicant.
4. The Licensing Agent shall provide staff and technical assistance in matters relative to the issuance of licenses from municipal licensing authorities, including the Board of Selectmen

and the Board of Health, upon the supervision of the Town Administrator, and in conjunction with the Board of Health, the Building Commissioner/Health Agent, the Wiring Inspector, the Plumbing and Gas Inspector, the Fire Chief, and other municipal, state, and county officials. The Licensing Agent shall be responsible for posting and publishing all public notices and for all notification mailings to abutters as required by law or regulations, for collecting all fees, including application fees, for assembling all pertinent application and supporting documents required by law, for maintaining all records and files on the application, and subsequent license, if granted, for providing technical assistance to the applicant, for scheduling public hearing and meetings with the licensing authority, as required pursuant to the application of the license, and for all other duties and responsibilities assigned by the Town Administrator and delineated in the Administrative Secretary/Licensing Agent job description.

5. The applicant shall be required to provide documentation that the applicant is current with all property taxes owned to the Town of Truro for all properties owned in whole or part by the applicant, and for all sales and excise taxes owned to the Commonwealth of Massachusetts for all businesses owned by the applicant.
6. The licensing authority will ask the Chief of Police for a recommendation on the license being sought by the particular applicant and premise in question so as to ensure that the safety and well being of the public will be protected, said report shall be submitted, at least one week prior to official review and action by the licensing authority.
7. The licensing authority will ask the Building Commissioner for a report on compliance with the zoning bylaw for the use and premise for which the license is being sought. Said report shall be submitted at least one week prior to official review and action by the licensing authority.
8. The licensing authority shall require documentation of the issuance of a certificate of inspection by the Building Commissioner as required under the provisions of 780 CMR 108.5.1.

LICENSING RENEWAL PROCEDURES – EFFECTIVE OCTOBER 1, 1994

1. The Licensing Agent shall mail to all annual license holders applications for renewal by or before October 1st for all annual licenses that expire on December 31st, or at least ninety (90) calendar days prior to the expiration date of any license that does not expire with the end of the calendar year. The Licensing Agent shall enforce this procedure for all licenses issued by the Board of Selectmen and by the Board of Health.
2. The applicant shall complete and submit all Town of Truro license renewal application forms, including all required documentation, signed by an authorized representative of the applicant.
3. The applicant shall be required to provide documentation that the applicant is current with all property taxes owned to the Town of Truro for all properties owned in whole or part by the

applicant, and for all sales and excise taxes owed to the Commonwealth of Massachusetts for all businesses owned by the applicant. The applicant for renewal of a hotel or motel license shall present the licensing authority with documentation that the applicant has paid the state hotel and motel Room Occupancy Tax for the preceding calendar year, and is current with payments to the Commonwealth of Massachusetts.

4. The licensing authority will ask the Chief of Police for a recommendation on the license renewal being sought by the particular applicant and premise in question so as to ensure that the safety and well being of the public will be protected, said report shall be submitted at least one week prior to official review and action by the licensing authority.
5. The Licensing Agent shall be responsible for coordinating all activities required for the renewal of licenses issued by the Board of Selectmen and the Board of Health in conformity with the provisions of the Administrative Secretary/Licensing Agent job description, this policy, laws, rules and regulations currently in place and as amended and changed from time to time.
6. The licensing authority shall require documentation of the issuance of a certificate of inspection by the Building Commissioner as required under the provisions of 78k0 CMR 108.5.1, and documentation that all fire suppression systems, including but not limited to, sprinkler systems, ansil systems (grease fire suppression system), and fire extinguishers have been filled, charged, certified for use and are in good working order. The Fire Chief shall assist the Building Commissioner with this documentation as necessary and upon request from the Licensing Agent and the Building Commissioner.

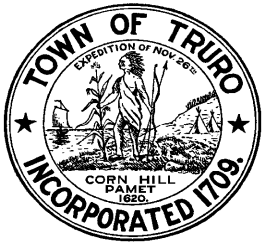
John H. Snow, Chairman

Robert J. Martin, Vice-Chairman

Lloyd F. Rose, Clerk

Ruth Jacobs

James T. Downey
Board of Selectmen
Town of Truro



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: June 14, 2016

ITEM: Approval of Agreement for Section 22 Planning Assistance with the U.S. Army Corps of Engineers

EXPLANATION: Attached is the Agreement for Section 22 Planning Assistance and a Draft Project Plan from the Army Corps of Engineers for the Pamet River investigation which will be an analysis of the impact of restoring tidal flushing to the Pamet River. The documents have been reviewed and approved by Town Counsel. Once the agreements are in place, staff from the Army Corps will begin placing sampling equipment.

FINANCIAL SOURCE (IF APPLICABLE): Funding for this project will come from the Town's unexpended reserve fund as approved by the Finance Committee. The Army Corps of Engineers is covering half of the cost of the study.

IMPACT IF NOT APPROVED: The project will not move forward.

SUGGESTED ACTION: *Motion to authorize the Chair to execute the Section 22 Planning Assistance Agreement with the Army Corps of Engineers for the Pamet River Investigation.*

ATTACHMENTS:

1. Planning Assistance Agreement
2. Draft Project Management Plan

Consent Agenda Item: 5H1

PLANNING ASSISTANCE TO STATES AGREEMENT

BETWEEN

THE DEPARTMENT OF THE ARMY

AND

THE TOWN OF TRURO, MASSACHUSETTS

FOR

AN INVESTIGATION OF THE PAMET RIVER

THIS AGREEMENT is entered into this _____ day, of _____, 2016, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer executing this Agreement, and the Town of Truro, Massachusetts, (hereinafter the "Sponsor"), represented by the Chairman of the Board of Selectmen, executing the Agreement.

WITNESSETH, that

WHEREAS, Section 22 of the Water Resources Development Act ("WRDA") of 1974 (Public Law 93-251), as amended, authorizes the Secretary of the Army, acting through the Chief of Engineers, to assist the States, as therein defined, in the preparation of comprehensive plans for the development, utilization and conservation of water and related resources of drainage basins, watersheds or ecosystems located within the boundaries of such State;

WHEREAS, section 319 of the WRDA of 1990 (Public Law 101-640) authorizes the Secretary of the Army to collect fees from States and other non-Federal governmental entities for the purpose of recovering 50 percent of the cost of the program established by WRDA of 1974, Section 22;

WHEREAS, the Sponsor has reviewed the State's comprehensive water plans and identified the need for planning assistance as described in the Scope of Work incorporated into this agreement;

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in the study cost-sharing and financing in accordance with the terms of this Agreement;

"WHEREAS, the Sponsor may provide up to 100 percent of its required contribution of Study Costs by the provision of services, materials, supplies or other in-kind services."

NOW THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

For the purposes of this Agreement:

A. The term "Study Costs" shall mean all disbursements by the Government pursuant to this Agreement, from Federal appropriations or from funds made available to the Government by the Sponsor and all negotiated costs of work performed by the Sponsor pursuant to this Agreement. Study Costs shall include, but not be limited to: labor charges; direct costs; overhead expenses; supervision and administration costs; the costs of participation in Study Management and Coordination in accordance with Article IV of this Agreement; the costs of contracts with third parties, including termination or suspension charges; and any termination or suspension costs (ordinarily defined as those costs necessary to terminate ongoing contracts or obligations and to properly safeguard the work already accomplished) associated with this Agreement.

B. The term "estimated Study Costs" shall mean the estimated cost of performing the Study as of the effective date of this Agreement, as specified in Article III.A. of this Agreement.

C. The term "study period" shall mean the time period for conducting the Study, commencing with the release to the U.S. Army Corps of Engineers New England District of initial Federal funds following the execution of this Agreement and ending when the New England District provides the planning report to the Sponsor.

D. The term "Scope of Work"(SOW) means a description of the work to be performed. The SOW is not considered binding on either party and is subject to change by the Government in consultation with the Sponsor.

E. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

F. The term "negotiated costs" shall mean the costs of in-kind services to be provided by the Sponsor in accordance with the SOW.

ARTICLE II - OBLIGATIONS OF PARTIES

A. The Government, subject to receiving funds appropriated by the Congress of the United States (Congress), using funds and in-kind services provided by the Sponsor and funds appropriated by the Congress, shall expeditiously prosecute and complete the Study, in accordance with the provisions of this Agreement and Federal laws, regulations, and policies.

B. In accordance with this Article and Article III.A., III.B. and III.C. of this

Agreement, the Sponsor shall contribute cash and/or in-kind services equal to fifty (50) percent of Study Costs. If agreeable to all parties, in-kind services may comprise one hundred (100) percent of the Sponsor's contributions. The in-kind services to be provided by the Sponsor, the estimated negotiated costs for those services, and the estimated schedule under which those services are to be provided are specified in the Scope of Work. Negotiated costs shall be subject to an audit by the Government to determine reasonableness, allocability, and allowability.

C. The Sponsor understands that the schedule of work may require the Sponsor to provide cash or in-kind services at a rate that may result in the Sponsor temporarily diverging from the obligations concerning cash and in-kind services specified in paragraph B. of the Article. Such temporary divergences shall be identified in the quarterly reports provided for in Article III.A. of this Agreement and shall not alter the obligations concerning costs and services specified in paragraph B. of the Article or the obligations concerning payment specified in Article III of this Agreement.

D. No Federal funds may be used to meet the Sponsor's share of Study Costs under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used to carry out the Study.

E. The award and management of any contract with a third party in furtherance of this Agreement which obligates Federal appropriations shall be exclusively within the control of the Government. The award and management of any contract by the Sponsor with a third party in furtherance of the Agreement which obligates funds of the Sponsor and does not obligate Federal appropriations shall be exclusively within the control of the Sponsor, but shall be subject to applicable Federal laws and regulations.

F. Notwithstanding any provision of this Agreement, this Agreement and the Government's obligations hereunder shall not be effective and will not commence until Federal funds have been appropriated and allocated to the District Engineer, U.S. Army Corps of Engineers New England District for the implementation of this study. In the event that Federal funds are allocated to the District Engineer for this study after the date that the parties hereto execute this Agreement, the effective date of this Agreement shall be the date that funding approval is provided to the District Engineer.

ARTICLE III - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties, current projections of Study Costs, current projections of each party's share of Study Costs. At least quarterly, the Government shall provide the Sponsor a report setting forth this information. As of the effective date of this Agreement, estimated Study Costs are \$418,000 and the Sponsor's share of estimated Study Costs is \$209,000. In order to meet the Sponsor's payment requirements for its share of estimated Study Costs, the Sponsor will provide a cash contribution currently estimated to be \$209,000, and a contribution in the form of in-kind services currently estimated to be \$0. The dollar amounts set forth in this Article are based

upon the Government's best estimates, which reflect the scope of the study described in the SOW, projected costs, price-level changes, and anticipated inflation. Such cost estimates are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Sponsor.

B. The Sponsor shall provide its cash contribution required under Article II.B. of this Agreement in accordance with the following provisions:

1. No later than 30 days prior to the scheduled date for the Government's issuance of the solicitation for the first contract for the Study or for the Government's anticipated first significant in-house expenditure for the Study, the Government shall notify the Sponsor in writing of the funds the Government determines to be required from the Sponsor to meet its share of Study Costs. No later than 15 days thereafter, the Sponsor shall provide the Government the full amount of the required funds by delivering a check payable to "**FAO, USAED, New England District**" to the District Engineer or an Electronic Funds Transfer in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Sponsor such sums as the Government deems necessary to cover the Sponsor's share of contractual and in-house financial obligations attributable to the Study as they are incurred.

3. In the event the Government determines that the Sponsor must provide additional funds to meet its share of Study Costs, the Government shall so notify the Sponsor in writing. No later than 60 days after receipt of such notice, the Sponsor shall provide the Government with a check or an Electronic Funds Transfer for the full amount of the additional required funds.

C. Within 90 days after the conclusion of the Study Period or termination of this Agreement, the Government shall conduct a final accounting of Study Costs, including disbursements by the Government of Federal funds, cash contributions by the Sponsor, and credits for the negotiated costs of the Sponsor, and shall furnish the Sponsor with the results of this accounting. Within 30 days thereafter, the Government, subject to the availability of funds, shall reimburse the Sponsor for the excess, if any, of cash contributions and credits given over its required share of Study Costs, or the Sponsor shall provide the Government any cash contributions required for the Sponsor to meet its required share of Study Costs.

ARTICLE IV - STUDY MANAGEMENT AND COORDINATION

To provide for consistent and effective communication, the Government's Project Manager for the Study and the Sponsor's designated representative shall communicate regularly until the end of the Study Period.

ARTICLE V - DISPUTES

As a condition precedent to a party bringing any suit for breach of this Agreement,

that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. Such costs shall not be included in Study Costs. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. Within 60 days of the effective date of this Agreement, the Government and the Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after the period of design and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Sponsor is required to conduct under the Single Audit Act. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits shall be included in total Study Costs and cost shared in accordance with the provisions of this Agreement.

ARTICLE VII - RELATIONSHIP OF PARTIES

The Government and the Sponsor act in independent capacities in the performance of their respective rights and obligations under this Agreement, and neither is to be considered the officer, agent, or employee of the other.

ARTICLE VIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE IX - FEDERAL AND STATE LAWS

In the exercise of the Sponsor's rights and obligations under this Agreement, the Sponsor agrees to comply with all applicable Federal and State laws and regulations,

including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.11 issued pursuant thereto and published in 32 C.F.R. Part 195, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE X - TERMINATION OR SUSPENSION

A. This Agreement shall terminate at the conclusion of the Study Period, and neither the Government nor the Sponsor shall have any further obligations hereunder, except as provided in Article III.C.; provided, that prior to such time and upon 30 days written notice, either party may terminate or suspend this Agreement. In addition, the Government shall terminate this Agreement immediately upon failure of the Sponsor to fulfill its obligation under Article III. of this Agreement. In the event that either party elects to terminate this Agreement, both parties shall conclude their activities relating to the Study and proceed to a final accounting in accordance with Article III.C. of this Agreement. Upon termination of this Agreement, all data and information generated as part of the Study shall be made available to both parties.

B. Any termination of this Agreement shall not relieve the parties of liability for any obligations previously incurred, including the costs of closing out or transferring any existing contracts.

ARTICLE XI – LIMITATION ON GOVERNMENT EXPENDITURE

In accordance with Section 22 of WRDA of 1974, as amended, Government financial participation in the cooperative preparation of comprehensive plans for development, utilization, and conservation of water and related resources pursuant to said authority shall be limited to the expenditure of not more than \$5,000,000 in any one year in any one State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which, subject to the provisions of Article II.F. of this Agreement, shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

TOWN OF TRURO

BY: _____

BY: _____

Christopher J. Barron
Colonel, U.S. Army
District Engineer

Paul Wisotzky
Chair, Board of Selectmen

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, **XXXXXXXXXX**, do hereby certify that I am the principal legal officer for the Town of Truro, Massachusetts and is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Town of Truro, Massachusetts in connection with the study entitled “Climate Change Vulnerability Assessment”, and that the person who has executed this Agreement on behalf of the City of New Bedford, Massachusetts has acted within his/her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, 2016.

Signature: _____

Title in Full: **XXXXXXXXXX**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY: _____

Paul Wisotzky
Chair, Board of Selectmen

DATE: _____

DRAFT PROJECT MANAGEMENT PLAN

SECTION 22 PLANNING ASSISTANCE TO STATES

Pamet River Investigation Truro, Massachusetts



Last Update June 1st, 2016

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I. INTRODUCTION

The purpose of the Pamet River investigation is to develop and evaluate improve tidal flow upstream of Route 6 and improve river drainage following overtopping events at Ballston Beach. Four alternatives will be evaluated at the existing culverts and tide gate in Truro, Massachusetts (Figure 1). The Corps will build upon a study conducted in 1998 that evaluate tidal flow within the Pamet River and document the advantages and disadvantages of restoring tidal flow. This study will supplement the prior investigation by providing numerical model predictions to further define potential impacts with reintroducing tidal flow to the upper portion of the Pamet River. The goal of this study is to recommend an alternative that will restore flushing while avoiding impacts to residential septic systems, drinking water wells and generalized flooding. It is envisioned that this study will be used by the sponsor to proceed with design and construction or will be used as the basis of a Corps cost shared Section 206 Aquatic Ecosystem Restoration study, leading to a cost shared implementable project.

This Project Management Plan (PMP) describes the work required to perform this investigation. The Corps will determine the merit of each alternative with respect to tidal flushing, engineering feasibility, and impacts to environmental, cultural and potable and waste water resources as well as cost. The Corps will recommend implementation of one of the several alternatives and document these findings in a final Investigation Report.

This PMP presents information specific to this project and will change with project progress and be updated as needed. The Project Manager will hold project team meetings to ensure that project changes and specifics are communicated to each team member on a timely basis. It is the responsibility of each team member to read and understand this PMP and inform the project manager when changes to scope, schedule or budget are required.

II. PROJECT INFORMATION

Project Manager: Byron Rupp
Project Authority: Planning Assistance to States (PAS) Section 22

Under the authority provided by Section 22 of the Water Resources Development Act of 1974 (PL 93-251), as amended, the Corps of Engineers can provide states, local governments, other non-Federal entities, and eligible Native American Indian tribes assistance in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources. Typical studies are only planning level of detail; they do not include detailed design for project construction. The program can encompass many types of studies dealing with water resources issues. Types of studies conducted in recent years under the program include the following: water supply/demand, water conservation, water quality, environmental/conservation, wetlands evaluation/restoration, dam safety/failure, flood damage reduction, coastal zone protection, and harbor planning.

Cost Sharing Requirements: Efforts under this program are cost shared on a 50 percent Federal – 50 percent non-Federal basis. The study sponsor has the option of providing in-kind services for its share of the study cost.

Study Process: The process for PAS investigations begins after a state, regional, local government, or Native American Indian tribe requests Corps of Engineers assistance under the program. The Corps of Engineers will work with the requesting organization to develop a scope of work and assemble the appropriate study team for the effort being requested. Once a scope of work has been developed, a cost sharing letter agreement will be prepared and sent to the sponsor for their signature. Once the both parties have signed the agreement, the study may begin, subject to the availability of both Federal and local funding. The program does not give the Corps the authority to complete detailed final designs or construction activities

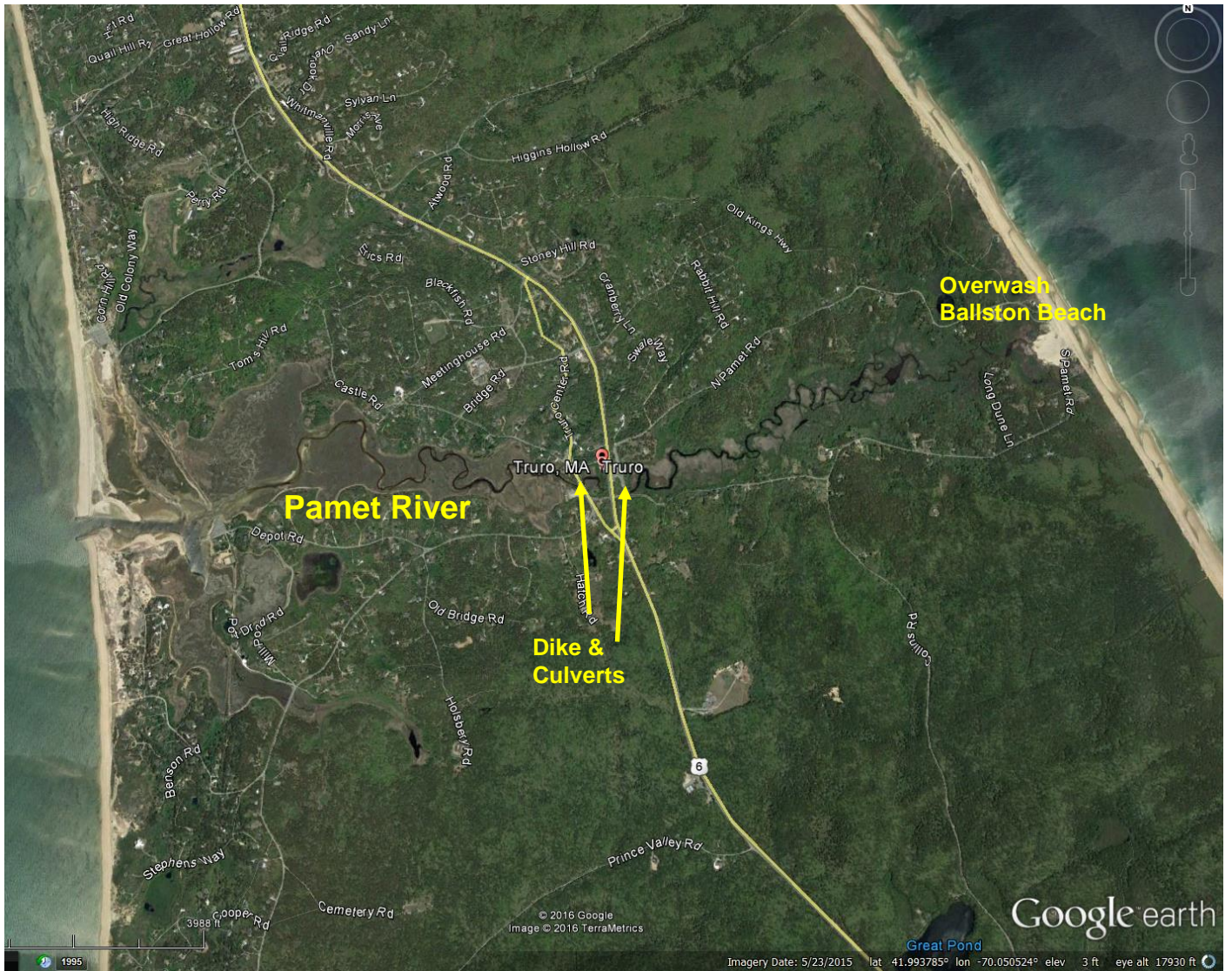


Figure 1. Pamet River Location, Truro, MA

Project Description & Background: The Pamet River is an estuarine and freshwater river system consisting of three stream branches that meet to form Pamet Harbor before discharging to Cape Cod Bay (see Figure 1). The main branch of the river system is the Pamet River which is about 2.5 miles long extending from Ballston Beach east to Pamet Harbor. The other two branches - Little Pamet River to the north and Eagles Neck Creek to the south - are smaller than the Pamet River. This study focuses on the main branch of the Pamet River system. The Pamet River is divided into two hydrologically separate sections by a dike and tide gate - the upper (freshwater) Pamet east of Wilders Dike, and the lower (saltwater) Pamet west of Wilders Dike. The dike was constructed in 1869 and the tide gate and Route 6 embankment was constructed in the mid-1950-s. At present a 3.5 foot diameter culvert with a tide gate allows flow through the dike and a 4.0 foot diameter culvert allows flow through the Route 6 embankment. The tide gate remains open during periods of low tide and closes during high tide, essentially preventing saltwater intrusion east of the dike to the upper Pamet. East of the dike and tide gate the river is a freshwater system fed primarily through groundwater and surface runoff.

The freshwater head of the Pamet River is located directly behind Ballston Beach. There have been numerous instances of overtopping at Ballston Beach leading to saltwater intrusion at the head of the Pamet. This has occurred in several times in history with the most recent event occurring in 2013. Due to the restriction of tidal action from the tide gate, the portion of the river from Wilders Dike to Ballston Beach has become a freshwater environment which is almost entirely contained within the Cape Cod National Seashore. The portion west of Wilders Dike is still tidally influenced and contains salt marsh characteristics.

Problems on the Pamet River include flooding of the upper Pamet from overtopping at Ballston Beach. Flooding of the upper Pamet during severe storm events is due primarily to overtopping at Ballston Beach and results in the subsequent loss or degradation of vegetation due to saltwater intrusion. As stated above, Ballston Beach has been overtopped on several occasions with the most recent occurring in 2013. A storm in December 1992 resulted in the upper Pamet River valley being flooded with four feet of saltwater from the Atlantic Ocean. This large inflow of saltwater drained slowly due to the tide gate and Route 6 culvert constrictions. These constrictions did not allow a significant volume of water to leave the upper river system

Expectations of the Study Sponsor – The sponsor for this project is the Town of Truro (Town). The Town expects an evaluation of existing conditions and prediction of most likely future with project conditions. A clear evaluation of flooding, environmental, waste water drainage and drinking water impacts with the recommended alternative. The sponsor understands that this authority does not provide for design and construction. The sponsor can use this information to develop plans, specification and construct without Corps assistance or request a Section 206 Aquatic Ecosystem Restoration project which will develop a full feasibility study, including an environmental assessment for public review and approval by USACE Division. Section 206 does provide implementation authority. Once a Section 206 Feasibility Document is approved by Division, the Town can cost share design and construction with the Corps.

Project Assumptions:

- The Corps will evaluate four restoration alternatives
- Data and work products from the previous study will be utilized to the extent practicable

Required Output: The study team will develop an Investigation Report that details the alternatives explored and potential impacts.

Team Involvement: The principal members of the Project Delivery Team (PDT) will be the Project Manager, specialists from the Engineering/Planning Division, Design Branch, and Town representatives. The team will also coordinate with other stakeholders (Cape Cod Commission, National Seashore, etc).

III. PROJECT DELIVERY TEAM ROLES AND RESPONSIBILITIES

All Team Members and Elements: All Team Members (TMs) are accountable to ensure that all work is completed within established schedules and budgets. All TMs are responsible for the technical adequacy of their work and to ensure that the work is accomplished consistent with Corps and other applicable regulations and guidelines. All functional elements from which staff is assigned to the project are also responsible to assign staff for District Quality Control (DQC) and shall certify that the work is accomplished consistent with the District's overall Quality Control Plan (QCP) and the specific QCP for each individual project. All TMs are responsible for responding to review comments on the project reports and analyses they prepare. The project specific QC plan is provided in Appendix A.

The success of the project is highly dependent on the team's communication and cooperation. Every TM provides information and support that is essential for the project. Each project has a unique set of goals, challenges and constraints that determine the importance of each TM's role. General descriptions of each TM responsibilities is available in the Continuing Authorities Program Programmatic PMP.

IV. PROJECT SPECIFIC TASK DESCRIPTIONS

In preparation of this PMP, each TM submitted a scope, cost and schedule for the project. Tasks and costs from these documents are summarized below.

Environmental Evaluation Branch Efforts:

1. Attend team meetings
2. Attend public meetings
3. ERS will collect the following information to update and augment the 1998 report.
4. ERS will accompany a survey crew member to the site to stake out locations to collect vegetation community elevations on transects along the tidally restricted and unrestricted portions of the site.
5. ERS will collect vegetation community information and soil water salinity at stations along the transects and plot the vegetation, elevation, and soil water salinity information on figures and compare the transects to the 1998 report transects.
6. ERS will collect benthic community samples at three locations upstream and downstream of the tidal restoration to compare habitats and predict future habitats with elimination/modification of the restriction.
7. ERS will prepare maps of the present and historic (on 1938 photography) habitats/vegetation communities. Based on water surface elevation and salinity modeling results provided by Water Management Section, ERS will provide predicted changes in the vegetation community with restoration of tidal flow.
8. ERS will prepare draft and final reports explaining the information collected and summarizing results and respond to team/sponsor comments.

Water Management Branch Efforts:

1. Coordination, Team meetings
2. Site visits/Sponsor Meetings
3. Collect background info/review historic documents
4. Tide Gage Data collection
 - Installation and monitoring of 3 tide gages
 - Add-ons for salinity and flow data
5. WMS Wave Overtopping Analysis
 - Evaluate NACCS data for return period events and request time series
 - Calculate overtopping for selected events
 - Incorporate overtopping values to river flow

6. WMS Hydraulic Analysis
 - Collect/process LiDAR into TIN/topo for GeoRAS
 - Review tidal monitoring data
 - Develop/Calibrate RAS model
 - Develop and evaluate culvert alternatives
 - Incorporate SLR
7. WMS Appendix/Report
8. Review/comment resolution

Design Branch Efforts:

Civil Engineering Section Tasks:

1. Project Management:
 - a. Attend Site Visits
 - b. Attend Meetings
 - c. Attend and prepare documents for Public Charrett – Consider Town planning
 - d. PDT Coordination
 - e. Coordinate with MassDOT to replace Rt 6 Culvert
2. Evaluate Existing Conditions:
 - a. Review Existing Reports (Corps, Town, Cape Cod National Seashore)
 - b. Develop Existing Condition Site Plan
 - i. Analyze existing LiDar data (Post-Sandy via Coastal data viewer)
 - ii. Analyze existing mapping of the 2013 over wash event
 - iii. Analyze existing mapping of 2015 over wash event
 - iv. Analyze existing Beach Profiles
 - v. Coordinate with National Park Service GIS for Property boundaries, and utility locations
 - vi. Search Mass GIS
 - vii. Analyze condition existing infrastructure in project area
 - i. Existing Bulkhead near culvert
 - ii. Residential garage buried near beach parking lot
 - viii. Develop Survey Scope for new Transects (include Env. Data points)
 - i. Civil field support during survey
3. Design Features:
 - a. Develop Culvert Sizing and Configurations: Assume 4 alternatives
 - i. Develop Site Plan for each alternative
 - ii. Develop one section and/or one profile for each alternative
 - iii. Develop Quantities for each alternative
 1. Environmental Quantities: Assume draft EA will be developed during this phase
 2. Real Estate Quantities
 3. Civil Quantities
 - i. Assume Cost will be ROM, so quantities do not need to be extremely detailed
 - ii. Culvert Replacement
 - iii. Development of salt marsh
 - iv. Parking Lot: Determine improvements for parking lot area
 - v. Dredging Quantities of Pamet Harbor
4. Write Civil Engineering appendix of report

Cost Engineering Section Tasks:

1. Document review
2. Site visit

3. Develop costs and assumptions
4. District QC review & agency technical review
5. Address any review comments
6. Revision contingency

Geo-Chemical Section Efforts:

1. Attend team meetings.
2. Attend customer & public meetings.
3. Conduct necessary background research and review of previous studies.
4. Review existing USGS model inputs and verify existing calibration to 2004 USGS report.
5. Work cooperatively with Truro DPW (Jay Norton) and BOH (Pat Pajaron), Cape Cod Commission (Tom Cambareri, Water Management Director), and Cape Cod National Seashore/National Park Service (Tim Smith, Mark Adams) to compile data base of existing private drinking well locations and construction details (depth), and existing septic system locations. This data will be compiled into a master database for use in the groundwater model.

The types of data desired to be provided by these local resources includes:

- Water Level Data for Calibration (1997 wells/piezometers)
 - Well Name
 - Horizontal Location Coordinates
 - Vertical Location of top of well and screen interval
 - Water Level Elevation and data taken (by NAE)
 - Domestic/Municipal Pumping Wells
 - Well Name
 - Horizontal Location
 - Vertical Location of top of well and screen interval
 - Pumping Rate (municipal), number of bedrooms (private residential)
 - Wastewater Discharge
 - Municipal or commercial
 - Facility Name
 - Horizontal Location
 - Type of discharge (surface bed/trenches, injection well, etc.)
 - Discharge Rate (municipal), design flow approved plans
 - Domestic Septic Systems
 - Address, Assessors Lot Number
 - Horizontal Location
 - Estimated base depth or elevation of system (leachfield)
 - Minimum unsaturated zone above seasonal high water (4 – 5 ft)
6. Compile data base of existing monitoring wells and piezometers installed and/or used for the 1997 groundwater assessment and determine accessibility for inclusion in synoptic round of water level measurements.
 7. Refine USGS SEAWAT model in area of Pamet River and re-calibrate to 2016 synoptic water level readings.
 8. Perform groundwater simulations under steady-state conditions for various tide flow restoration scenarios to predict fresh-salt water interface elevation within approximately ½-mile of Pamet River, salinity concentrations at existing private drinking wells, and water table elevation (mounding) at existing septic systems. A total of six (6) tide flow restoration alternatives are assumed to be evaluated.
 9. Provide groundwater flux (flow) to H&H to support surface water hydraulic modeling.

10. Provide contour maps of water table elevation, fresh-salt water interface elevation, and groundwater salinity concentration to Evaluation Branch to support environmental and ecological analysis.
11. Prepare groundwater assessment section to serve as an Appendix for Planning document and supporting modeling data.
12. Respond to comments generated during internal ITR and external review by Truro and public.

V. PROJECT BUDGET

The project budget presented below is composed of rounded estimates from individual submissions from each TM and added contingency if not already included in their individual scope.

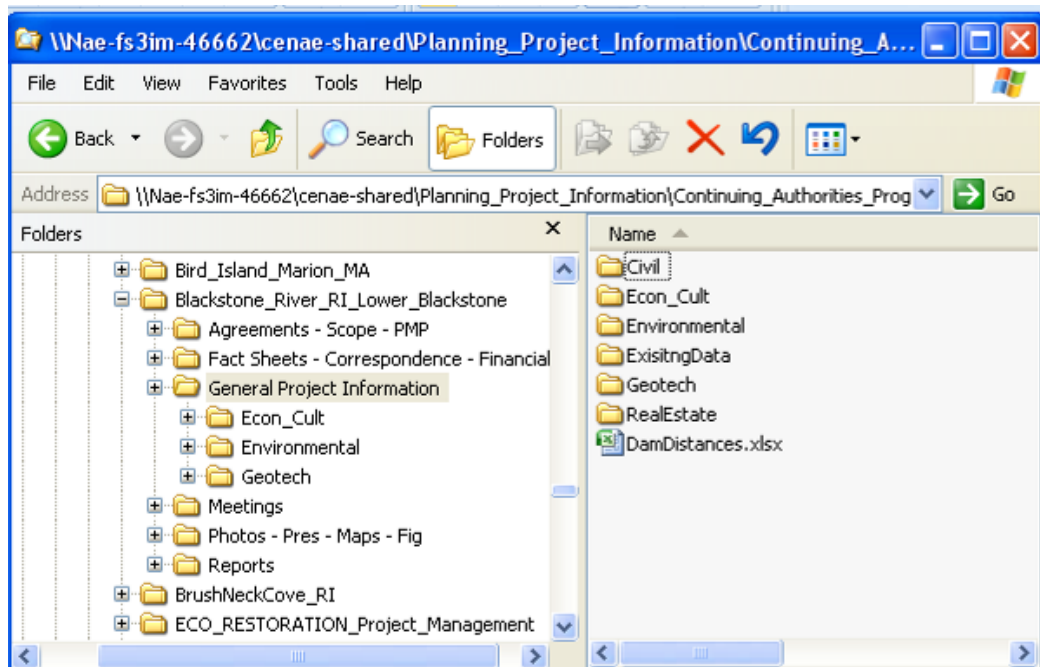
| Pamet River 453745 as of 6/2/2016 | | PAS | | | | |
|--------------------------------------|--|------------------|------------------|------------|------------------|----------|
| | | Budget | w/contingency | Expend | Remain | % Expend |
| PROGRAM & PROJECT MGMT | | \$65,000 | \$71,300 | \$0 | \$71,300 | |
| Mgmt | | \$2,000 | \$2,000 | \$0 | \$2,000 | |
| | | | | \$0 | | |
| Planning/Project Mgmt | RUPP, BYRON R. MSG MADHI, HELEN MARI MARTINEZ, SARITA | \$63,000 | \$69,300 | \$0 | \$69,300 | |
| | | | | \$0 | | |
| GEOTECH/GEOLOGY/WATER MGT | | \$205,500 | \$205,500 | \$0 | \$205,500 | |
| Geotech & Geology | | \$112,600 | \$112,600 | \$0 | \$112,600 | |
| Geotech | | | \$0 | \$0 | \$0 | |
| | | | | \$0 | | |
| Geology | | \$112,600 | \$112,600 | \$0 | \$112,600 | |
| | | | | \$0 | | |
| H&H | | \$92,900 | \$92,900 | \$0 | \$92,900 | |
| | | | | \$0 | | |
| EVALUATION BRANCH | | \$28,842 | \$31,726 | \$0 | \$31,726 | |
| Enviro | | \$28,842 | \$31,726 | \$0 | \$31,726 | |
| | | | | \$0 | | |
| Cultural | | | \$0 | \$0 | \$0 | |
| Economics | | | \$0 | \$0 | \$0 | |
| | | | | \$0 | | |
| | | | | \$0 | | |
| DESIGN BRANCH | | \$114,500 | \$131,675 | \$0 | \$131,675 | |
| Design | | \$106,500 | \$122,475 | \$0 | \$122,475 | |
| Lead & Mgmt | | \$0 | \$0 | \$0 | \$0 | |
| | | | | \$0 | | |
| Civil | | \$77,000 | \$88,550 | \$0 | \$88,550 | |
| | | | | \$0 | | |
| Structural | | \$0 | \$0 | \$0 | \$0 | |
| | | | | \$0 | | |
| Survey | | \$29,500 | \$33,925 | \$0 | \$33,925 | |
| | | | | \$0 | | |
| Cost | | \$8,000 | \$9,200 | \$0 | \$9,200 | |
| | | | | \$0 | | |
| REAL ESTATE | | \$0 | \$0 | \$0 | \$0 | |
| Divison | | \$0 | \$0 | \$0 | \$0 | |
| | | | | \$0 | | |
| Appraisal | | \$0 | \$0 | \$0 | \$0 | |
| | | | | \$0 | | |
| CONTRACTING | | \$0 | \$0 | \$0 | \$0 | |
| | | | \$0 | | \$0 | |
| COUNSEL | | \$0 | \$0 | \$0 | \$0 | |
| OTHER DIRECT | | \$4,158 | \$4,782 | \$0 | \$4,782 | |
| Vehicle/Mileage | VEHICLE/MILEAGE | \$2,158 | \$2,482 | | | |
| Travel | TRAVEL | \$2,000 | \$2,300 | | | |
| ATR/Reviews | | | \$0 | \$0 | | |
| | | | | \$0 | | |
| | | | | \$0 | | |
| | | | | \$0 | | |
| USACE TOTAL | | \$418,000 | | \$0 | \$418,000 | |
| NON FED SPONSOR IN-KIND | | | | | \$0 | |
| TOTAL PROJECT | | \$418,000 | | \$0 | \$418,000 | |

VI. PROJECT DOCUMENTATION

Electronic project files will be stored in the following folder:

\\Nae-fs3im-46662\cenaeshared\Planning_Project_Information\Continuing_Authorities_Program\Section_206\Blackstone_River_RI_Lower_Blackstone

Draft and final versions of TM electronic project files should be stored in the shared drive within the appropriate Branch/Section folder under “General Project Information” as shown below. TMs should maintain copies of files in another location to back up these files. File name convention should be informative, denoting the purpose and last date modified (e.g., Draft_EA_Jan10_2010.doc). Below is the electronic project file structure. TMs may add folders in their respective area, but keep in mind there is limited space on this network; this file is for final versions only. Working and previous versions, if you wish to keep after project completion, should be stored elsewhere. Changes to the main report should be made in tracked changes mode. The PM will maintain copies of the edited versions and maintain a relatively clean copy in the Reports folder.



The project file will be the central repository for all documents, which constitutes all materials relevant to surveys, sampling and analysis, reports, correspondence etc. The PM is the custodian of the project files and maintains the contents of the file but each TM is responsible for ensuring that the PM has all relevant documents. Each TM should provide the PM with a hard copy of all supporting documentation that is not saved on the shared drive. It is preferable that TMs scan supporting documentation and reports and save the pdf in the project folder. **The ultimate goal is to have a single repository for all project documents so that five to ten years after the project's completion, anyone can go to the electronic or hard file and retrieve and understand information easily.**

It is highly recommended that TMs include a “notes” page to document calculations, assumptions, references, quality checks, etc. in spreadsheets. A separate page for Word documents and “readme” files is also appropriate. If a separate file is used, the original file should direct the reader to the location of the documentation file. Major assumptions and a description of how complex calculations were derived should be documented within the spreadsheet. All calculations, tables and figures should be reviewed for accuracy and precision (e.g., conversion factors, formulas, transcription errors, significant digits, etc) by a person other than the creator (See QCP in Appendix A). It is the responsibility of each TM to ensure data accuracy. **These quality checks occur throughout the project and are in addition to the DQC/ATR.** The reviewer should document the date and extent of review in the “notes” page or similar document. Below is a screen shot of a typical note sheet used to document information within a spreadsheet file.

| | A | B | C | D |
|----|--|---|--|---|
| 1 | Spreadsheet name: | N-loadingInfo.xls | | |
| 2 | Program name/version: | MS Excel 03 | | |
| 3 | Project name: | Narrow River Ecosystem Restoration Project | | |
| 4 | Project number: | 109375 | | |
| 5 | Authorization | 206 | | |
| 6 | | | | |
| 7 | | | | |
| 8 | Date created: | 7-Sep-09 | | |
| 9 | Created by: | W. Gendron | | |
| 10 | Project Phase | Feasibility | | |
| 11 | QA date and initials: | | | |
| 12 | | | | |
| 13 | Description | This spreadsheet was created for John Winkelman to estimate rough nitrogen concentration changes associated with restoration alternatives | | |
| 14 | | | | |
| 15 | | | | |
| 16 | Record of changes and updates: | | | |
| 17 | Date | Made by | | Comment |
| 18 | | 10/5/2009 | Todd Randall | Checked formulas and conversion. Made correction to cell C14 in "Existing Conditions" No other action required |
| 19 | | 11/1/2009 | Wendy Gendron | Recommended adjustment to Veg Sediments denitrification rate. John Winkelman to adjust. |
| 20 | | 11/10/2009 | John Winkelman | Adjusted denitrification rate as recommended from 40 to 57 kg N ha-1 y-1 |
| 21 | Worksheets | | | |
| 22 | Sheet name | Created | | Description of contents |
| 23 | Existing Conditions | | 29-Oct-09 | Contains information from a variety of sources that will be used to estimate nitrogen concentrations based on existing conditions |
| 24 | Alternatives | | 29-Oct-09 | Contains information from a variety of sources that will be used to estimate nitrogen concentrations based on restoration alternative |
| 25 | N Rates | | 3-Nov-09 | Contains nitrogen loss and source rates |
| 26 | Habitat Areas | | 2-Nov-09 | Contains habitat areas within 200 meters of shoreline within the Narrow River - based on RIGIS eelgrass poly layer |
| 27 | | | | |
| 28 | Data Sources | | | |
| 29 | Report/Document Name | Source | Where can be found | Information & Purpose: |
| 30 | Narrow River Final Alternative Analysis09-26-07.xls | J. Winkelman's H&H analysis | I:\Planning_Project_Information\Continuing_Authorities_Program\Section_206\Narrow_River_Narragansett_RIR\Reports\Team Review Draft\Appendix E Hydrology & Hydraulics | |
| 31 | Narrow River Stormwater Management Study Problem Assessment and Design Feasibility | Applied Science Associates 1995 | Hard Copy - W. Gendron or T. Randall | Estuary area and volumes |
| 32 | Narrow River WQ Monitoring Results | Narrow River Data from URI Watershed Watch | http://www.uri.edu/ce/wq/www/Data.htm | Narrow River Concentrations |
| 33 | Summarized N Monitoring Results | URI TN Monitoring.xls | I:\Planning_Project_Information\Continuing_Authorities_Program\Section_206\Narrow_River_Narragansett_RIR\General Project Information\Other Water Quality Info | Narrow River N Data from URI Watershed Watch Monitoring Data Summarized |
| 34 | | | | |
| 35 | | | | |
| 36 | | | | |
| 37 | Links to other spreadsheets or databases | | | |
| 38 | Sheet name | External link to filename: | | |

VII. MEETINGS AND COMMUNICATION

The primary responsibility to conduct team meetings resides with the PM. The PM will meet with the active members of the project team on a regular basis (quarterly at a minimum provided funding is available) to review the project scope, schedule and budget and related technical issues. When funding is not available or project progress is not sufficient to conduct full team meetings, the PM will e-mail quarterly status updates to the team. The frequency and duration of meetings is generally dictated by project complexity, phase and level of oversight; in some instances weekly or monthly meetings are necessary. The PM may schedule impromptu meetings to discuss issues throughout the project. TMs can also request a project meeting at any time. The PM will document the date, time, attendance, major topics discussed and decisions made during each meeting. Meeting documentation can take several forms and will depend on the meeting topic, decision and action items of the meeting. In some instances a summary email will suffice while others require a Memorandum for the Record (MFR). The MFR will be sent to all attendees for a chance to comment. Once final, the PM will sign it and retain an electronic copy in the fact sheets-correspondence-financial file and e-mail the final version to the full project team.

Other modes of communication not related to meetings include emails, conference calls and memos. The PM and TMs will prepare MFRs or similar to document major decisions, recommendations, actions or other relevant information throughout the project. The environmental TM will prepare the MFR documenting the coordinated site visit with resource agencies. All TMs will document the results of field investigations in MFRs. Electronic versions will be stored on the shared drive.

Communication with the project sponsor is the responsibility of the PM. The non-federal sponsor is a member of the project team and will be invited to many team meetings. The PM may hold additional conference calls or meetings with the sponsor and other stakeholders (general public, regulatory agencies, etc) and request attendance from individual TMs.

VIII. CHANGE MANAGEMENT

Managing change throughout the project requires planning and communication. Several types of changes may occur during the life of a project. Some of the typical components that may change include:

- Schedule
- Budget
- Scope
- Team Members
- Alternatives
- Resources
- Policy

Whenever one of these project components changes, it has a potential to ripple through the project and the program. Therefore, it is important to minimize changes and communicate their effects when they occur.

A simplified step by step process to address change management is proposed.

1. Identify problem and reason for the change and communicate to PM as soon as possible
 - Communicate issues and need for change to PM as soon as possible
2. Define effects of the change
 - Identify those affected by the change (TMs, Sponsor, etc.)
 - Quantify change (how much deviation from plan is needed?)
 - How does it affect scope, schedule, budget, team, next steps, deliverables, etc?
 - Communicate problem to Branch or Section Chiefs and/or the Project Review Board (depending on severity of problem)

3. Brainstorm, analyze, and prioritize strategies
 - Determine outcomes with and without change
 - Determine alternative solutions and compare predicted outcomes
 - Identify any constraints associated with potential solutions
 - Evaluate options based on their effects to scope, schedule, budget, constraints and project goals & objectives
 - Solicit sponsor input on potential solutions if appropriate
 - Revise solutions based on sponsors feedback if needed
4. Develop a response/action plan
 - Document the “what, why, who and how” of the problem and proposed strategy. For simple changes, MFR or notes within the project notebook can suffice. The amount of documentation is commensurate with the level of change needed. A significant change may require formal documentation, meetings, presentations etc.
 - Document communication to the team, sponsor and stakeholder of change and resolution
5. Implement response action
 - Identify responsible parties
 - Implement action
 - Update PMP and P2 as needed
 - Evaluate implementation and adjust change as needed
 - Document actions

IX. PROJECT CLOSE OUT AND TERMINATION:

Stop Work

Occasionally projects are terminated or put on hold before phase completion. This may happen as a result of funding, sponsor desires, environmental issues, or other unexpected reasons. Upon stop work announcement, each TM should document what was accomplished to date and what tasks or needs are required to complete the phase. The Stop Work documentation must include a statement on how the anticipated phase completion budget is affected and provide the location of all project information; this information should reside with the PM or be saved on the shared drive in the project folder.

The section chief must read and sign the Stop Work documentation so that he/she understands the project status at the time work is stopped, what remains to accomplish and what resources it will take to restart. The PM, together with section chiefs, will decide whether the project phase should be completed based on this information. In some instances, it may be beneficial to complete the phase.

Example: An ecosystem restoration project was stopped when the Feasibility Phase was nearly complete. For the Environmental Branch, the TM would document:

- progress with regulator coordination (who was notified, when, who needs notification upon restart),
- EA reporting (completeness of draft report),
- incremental analysis (was it started, completed?) etc.
- impacts to the project budget: increased overall cost upon restart due to:
 - documentation of Stop Work,
 - any environmental changes that occurred during down time,
 - reevaluation of the incremental cost due to inflation, and
 - editing/revising the draft EA.

All electronic file names should contain a descriptor informing the user of the last date updated. For example, the latest cost file could be named “Costs as of Feb22 2010.xls” or similar.

Final Project Closeout

The non-Federal sponsor will be notified in writing for all projects terminated prior to its construction. Cost shared projects terminating prior to construction will be closed-out in accordance with the FCSA. Congressional offices will be notified on all projects where a Congressional member has expressed an interest.

Projects constructed by the Corps will be closed-out in accordance with the executed Project Partnership Agreement (PPA) following the completion of all project construction and the preparation of an operation and maintenance manual. Project close out may be delayed where environmental monitoring is required.

Each TM will ensure that all final electronic files are saved on the shared drive in the appropriate folder at project close out. The TM will name and store the files in an organized manner so that **five to ten years after the project's completion, anyone can go to the electronic or hard file and retrieve & understand information easily**. The PM will check with each TM to ensure they have placed their files accordingly. The PM will create five DVD copies of the project information.

X. PROJECT TEAM AGREEMENT:

The signatures below indicate that the TM has read and understands the commitments described in this PMP. The TM understands that his/her actions or failure to complete assigned tasks in a timely manner affects the ability of other TMs to perform and may result in missed NAD/HQ tracked milestones. The TMs confirm that the scope, budget and schedule set forth in this PMP are accurate as of June, 2016

| | <u>Study Team</u> | <u>Signature</u> | <u>Date</u> |
|------------------------|-------------------|------------------|-------------|
| Chief, Planning Branch | John R. Kennelly | _____ | _____ |
| Study Manager | Byron Rupp | _____ | _____ |
| WMB | Lisa Winter | _____ | _____ |
| Environmental | Michael Narcisi | _____ | _____ |
| Civil Design | Megan Cullen | _____ | _____ |
| Cost Engineering | TBD | _____ | _____ |
| Geo-Chemical | Chris Kilbridge | _____ | _____ |
| Groundwater Modeling | Steve England | _____ | _____ |

APPENDIX A

DISTRICT QUALITY CONTROL

PAMET RIVER INVESTIGATION

TRURO, MA
SECTION 22

INTRODUCTION

Guidance contained in EC 1165-2-203, dated October 1996, states that Quality Control (QC) for all project decisions and implementation documents are the function and responsibility of the districts and operating divisions. The New England District's Quality Management Plan (QMP – CENAER 5-2-7), implemented 1 June 2000, sets forth the District's goals and procedures for producing quality products, and defines the roles and responsibilities of management, project and study managers and project teams, for ensuring quality. The QC process is formalized in the Quality Control Plan (QCP), which is prepared at the start of work to ensure a quality product or service.

STUDY AND REVIEW TEAMS

The Project Delivery Team (PDT) is described in the PMP under Section III Project Delivery Team Roles and Responsibilities. All work products (reports, evaluations and assessments) must undergo appropriate District Quality Control and Assurance, which includes a technical review by Branch Chiefs or designated individual (QC Review). In addition, all decision and implementation documents must undergo an Agency Technical Review (ATR). The PDT recommends the level of project review to the District Commander. Depending on the project's complexity, an Independent External Peer Review (IEPR) may be required. The PDT recommends participation or exclusion in IEPR process based on the requirements contained in EC 1165-2-209 and project complexity. The District Commander ultimately determines whether an IEPR is required for the project. Other review teams include the Legal Review and Policy Compliance.

Project Delivery Teams and Quality Control Review

The District QC is an internal review process of basic science and engineering work products focused on fulfilling the project quality requirements. Basic quality control tools include:

- An inter-disciplinary PDT is formed for each project drawing personnel from the New England District. This team consists of personnel from the appropriate technical disciplines necessary to conduct and complete the study. This team will meet on a periodic basis to discuss, track and review specific work tasks, schedules, progress and overall study status. PDT members will also participate in Corps-Sponsor meetings, and meetings with the public, and Federal, state and local agencies as required.
- Quality checks and reviews occur during the development process and are carried out as a routine management practice. Quality checks may be performed by staff responsible for the work, such as supervisors, work leaders, team leaders, designated individuals from the senior staff, or other qualified personnel. However, they should not be performed by the same people who performed the original work, including managing/reviewing the work in the case of contracted efforts. The reviewer should electronically document the review process, citing the review date,

extent of review, any needed action and responsible party. An example of review documentation is provided in Section VII of the PMP – Project Documentation.

- District QC consists of review of individual section products by the performing organization section and branch chiefs, or their designated specialists. The section/branch chiefs together with the PDT, perform reviews to ensure consistency and effective coordination across all project disciplines. Additionally, these teams are responsible for a complete reading of any reports and accompanying appendices prepared by or for the PDT to ensure the overall technical quality of the report, technical appendices, and recommendations before approval by the District Commander.
- District QC efforts will include the necessary expertise to address compliance with published Corps policy. This review is provided by the District Planning Branch chief and Planning section chiefs.

Agency Technical Review

Agency Technical Review (ATR) is undertaken to "ensure the quality and credibility of the government's scientific information" in accordance with EC 1165-2-209. An ATR is mandatory for all decision and implementation documents prepared for specifically authorized projects. The purpose of reviews throughout the project life cycle, including ATR, policy compliance and legal reviews, is to:

- ensure that the appropriate problems and opportunities are addressed;
- confirm that appropriate solutions are considered;
- confirm that the appropriate solution is recommended;
- ensure that accurate cost, scheduling and associated risks are presented;
- confirm that the recommended solution warrants USACE participation;
- ensure the project is in accord with current policies;
- ensure the project can be implemented in accordance with environmental laws and statutes;
- ensure a sponsor is willing and able to fulfill the non-Federal responsibilities; and
- ensure that the decision document appropriately represents the views of the Corps of Engineers, the Army, and the President.

Legal & Policy Review

The home district Office of Council is responsible for the legal review of each decision document and signing a certification of legal sufficiency. The Major Subordinate Command (MSC) Commander is responsible for ensuring policy and legal compliance and documenting technical, policy and legal compliance for decision documents in accordance with ER 1165-2-502. The MSC is required to present the project to the Civil Works if required. Headquarters, U.S. Army Corps of Engineers (HQUSACE) is responsible for confirming technical, cost, policy and legal compliance of planning products; supporting resolution of issues; evaluating the overall project development process; and recommending changes when warranted.

Independent External Peer Review

Guidance for determining the level of review needed above and beyond the required ATR is provided in the guidance document (EC 1165-2-209). The PDT may recommend an Independent External Peer Review (IEPR, Type I – studies or Type II – Pre Construction Engineering and Design) or recommend exclusion of the IEPR, but ultimately the MSC decides whether the project requires IEPR. The IEPR requirements are documented in the Decision Document Review Plan.

RESPONSIBILITY FOR IMPLEMENTATION OF THE QCP

The project manager developed and implemented this QCP. The scope of the QCP was developed commensurate with the level of risk and complexity for this feasibility level study. Both technical and policy considerations will be addressed to ensure a quality product. Technical review will confirm the proper selection and application of clearly established criteria, regulations, laws, codes, principles, and professional procedures. Technical review will also confirm the utilization of clearly justified and valid assumptions. Policy compliance review will examine the development and application of decision factors and assumptions used to determine the extent and nature of Federal interest and related issues. It will also ensure the uniform application of clearly established policy and procedures nationwide, and that the proposed action is consistent with the overall goals and objectives of the Civil Works program.

Responsibilities of the Project Manager:

- Develop the QCP
- Keep the PDT informed concerning study progress and the availability of items and findings to be reviewed
- Ensure that section/branch chiefs comments are addressed in a timely manner by the appropriate study team member
- Elevate unresolved comments up the chain of command for resolution
- Maintain a documented record of comment resolution

Responsibilities of the Project Delivery Team:

- Develop and evaluate alternative plans
- Ensure all calculations, spreadsheets, figures, assumptions etc. are checked for accuracy and review details are documented.
- The PDT member shall select another person, not associated with the project, to evaluate review team products before forwarding to the study manager to ensure that they are precise and accurate.
- Address section/branch chiefs comments in a timely manner
- Address ATR review comments in a timely manner
- Coordinate/communicate with other TMs throughout the project

Responsibilities of the Branch/Section Chiefs:

- Select designated specialists if they themselves are not performing product review
- Identify significant deficiencies in project products and processes and indicate the significance of each comment
- Cite the primary review objective for each significant comment
- Prepare comments in a timely manner
- Assist in the resolution of review comments elevated by the project manager

Responsibilities of the Chief of Engineering/Planning Division:

- Serve as final arbiter of unresolved issues between the project and review teams
- Certify District Engineer's Statement of Technical Review

Responsibility of the District Commander:

- Certify District Engineer's Statement of Technical Review

**NEW ENGLAND DISTRICT
DISTRICT ENGINEER'S STATEMENT
OF
INTERNAL TECHNICAL REVIEW**

COMPLETION OF TECHNICAL REVIEW

The New England District has completed the Pamet River. Certification is hereby given that the study has been given an independent technical review appropriate to the level of risk and complexity inherent in the study and potential project, as defined in the Quality Control Plan. An independent technical review team at the District accomplished the technical review.

FINDINGS AND RESPONSE

During the technical review, it was verified that this study was conducted in compliance with clearly established policy principles and procedures and that all assumptions were clearly justified and valid. The following study elements were included in the review: assumptions, projections, methods, procedures, data, and information used in the analyses; formulation and evaluation of alternatives; the appropriateness and level of detail of data collected and analysis performed; and the reasonableness of results, to include whether the product meets the customer's needs consistent with law and existing Corps of Engineers policy. Significant concerns and their resolution are as follows:

INSERT CONCERNS AND RESOLUTIONS

CERTIFICATION OF TECHNICAL REVIEW

As noted above, all concerns resulting from technical review of this study have been resolved. The study may proceed to the Plans and Specifications phase.

Scott Acone, P.E.
Chief, Engineering/Planning Division

Date



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. Curb Cut Application -10 Hatch Road- John Rice
2. Entertainment License for Truro Concert Committee (Thursdays 7/7- 8/25)
3. Entertainment License for Friends of the Truro Meeting House and Sunday State Entertainment License (7/5, 7/16, 7/24, 8/3, 8/28)
4. Entertainment License for Truro Vineyards of Cape Cod (Wednesdays 6/29-8/31; 6/25; 9/18)
5. Entertainment License for Truro Center for the Arts at Castle Hill (Edgewood Farm-August 27th)
6. MassDOT Contract for Police Details for direction and control of traffic at Bridge Inspection, Bridge and Road Work
7. Review and Approve the Town Manager to sign CPC Contracts for: Revere Foundry Bell; Highland House Museum; Edgewood Farm Restoration; Affordable Housing Technical Assistance; Snow's Park

B. Review and Approve Seasonal Licenses: Local Scoop (Hawker Peddler- Truro Farmers' Market)

C. Approval of Gift of a Tree for Snow's Park with Memorial Plaque

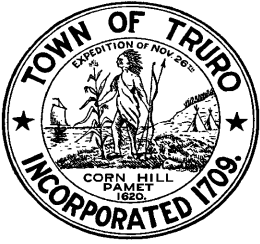
D. Declaration of Truro Public Library shelving as surplus

E. Reappointments of Board/Committee/Commission Members

F. Reappointments of Staff : Rae Ann Palmer, Town Manager; Pat Pajaron, Rep. to Cape Cod Water Protection Collaborative; Susan Joseph, Registrar of Voters; & Susan Travers, Alternate Rep. Cape Cod Regional Transit Authority

G. Approval of the Unmanned Aircraft System (UAS) flyover in the Pamet River Valley System.

H. Review and Approve Regular Board of Selectmen Minutes – May 11, 2016 & May 24, 2016



Consent Agenda Item: 6A1

TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of John Rice, 8 Hatch Rd

REQUESTED MEETING DATE: June 14, 2016

ITEM: Approval of a curb cut application for 10 Hatch Rd

EXPLANATION: John Rice is requesting authorization for a curb cut at 10 Hatch Rd for a proposed Single Family Home. The plan has been reviewed and approved by the Director of Public Works and the Chief of Police. The Board of Selectmen must now approve the cut onto Hatch Rd. The Building Commissioner will include the curb cut as part of the permit process, therefore requiring inspections and sign off when completed.

FINANCIAL SOURCE (IF APPLICABLE): N/A

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

SUGGESTED ACTION: *Motion to approve the application for a curb cut at 10 Hatch Road and authorize the Chair to sign.*

ATTACHMENTS:

1. Application and Site Plan

EXHIBIT 1

TOWN OF TRURO
APPLICATION FOR A CURB CUT PERMIT

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

Date: 4/26/2016

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

Re: **APPLICATION FOR A CURB CUT**

Dear Board Members:

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

Name(s): John B. Ricci

Address: 8 Hetch Rd. Truro, Ma. 02666

Curb Cut Street Location: 10 Hetch Rd.

Affected Town or State road: Hetch

Truro Assessor's Map Number: 51 Parcel Number: 85

Name of contractor: John B. Ricci

Reason/explanation: Single Family home

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

Applicant's Signature: John B. Ricci

Owner's Signature (if different): _____ Date: 4/26/2016

Owner's Address (if different): _____

Director, Department of Public Works Preliminary Approval:

Approved Disapproved Not Applicable

James R. Notts
Director, Department of Public Works

5/9/16
Date

Chief of Police Approval:

Approved Disapproved Not applicable

Kyle Takakjian
Chief of Police

5/24/16
Date

Board of Selectmen Approval:

Approved Disapproved

Chairman, Board of Selectmen

Date

Planning Board Approval (if required):

Approved Disapproved Not Applicable

Chairman, Planning Board

Date

Building Commissioner Approval:

Approved Disapproved

Building Permit Number _____

Building Commissioner

Date

Mass Highway Referral (if required):

Date Forwarded _____

Signature

Director, Department of Public Works Declaration of Compliance:

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

Director, Department of Public Works

Date

Building Commissioner Final Approval:

Approved Disapproved

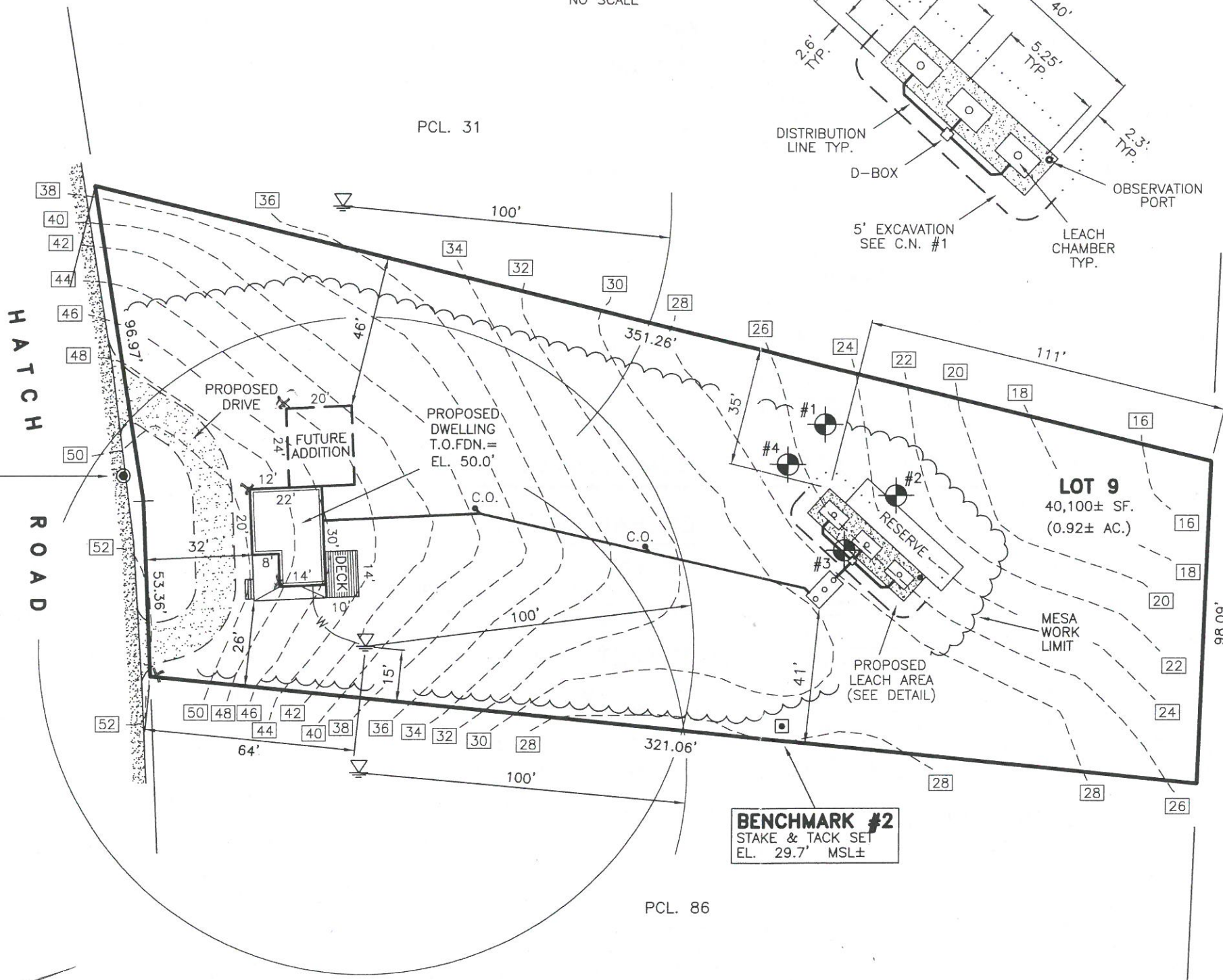
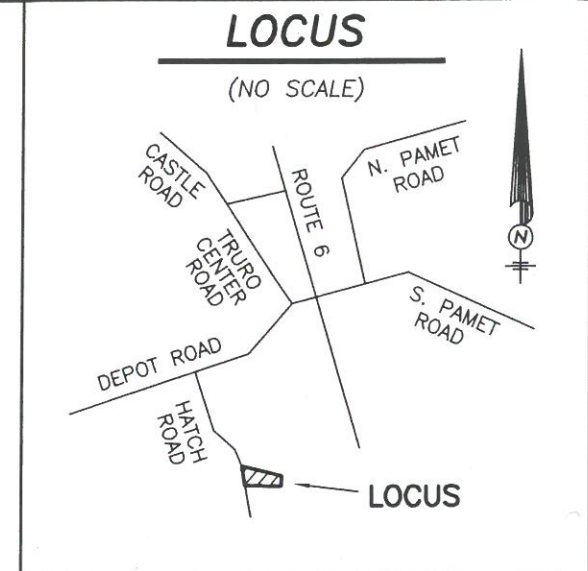
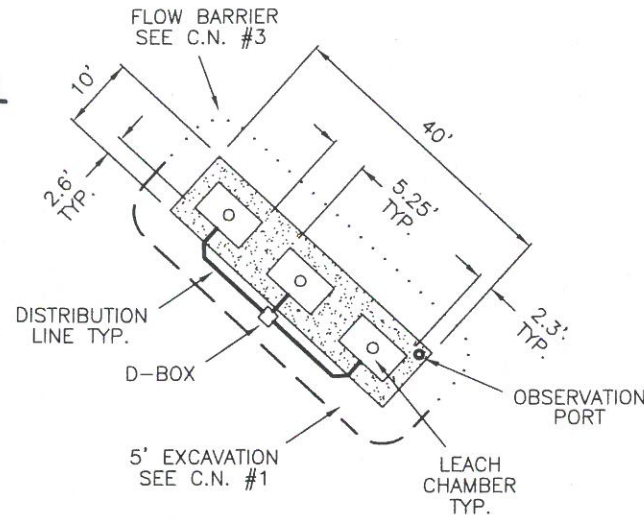
Certificate of Occupancy _____

Building Commissioner

Date

PLAN REFERENCES:
CERTIFICATE OF TITLE NO. 143800
LCP NO. 22252 F

LEACH AREA DETAIL
NO SCALE



LEGEND

- ▽ PROPOSED WELL
- - - EXISTING CONTOUR
- w- PROPOSED WATER LINE
- ○ ○ PROPOSED SEPTIC TANK
- ⊙ TEST HOLE
- C.O. CLEANOUT AT GRADE

PCL. 31
PCL. 32
PCL. 86
PCL. 87

BENCHMARK #1
PK NAIL SET
EL. 51.0' MSL±

BENCHMARK #2
STAKE & TACK SET
EL. 29.7' MSL±

NOTES: FINAL GRADING AROUND DWELLING AND DRIVE TO BE DETERMINED BY OWNER AND BUILDER ON SITE.
VERIFY BUILDING HEIGHT AND PROPOSED FOUNDATION ELEVATION WITH BUILDING DEPARTMENT PRIOR TO CONSTRUCTION.

BUILDING DEPARTMENT
TOWN OF TRURO
MAY 12 2016
RECEIVED BY: **SITE & SEWAGE PLAN**

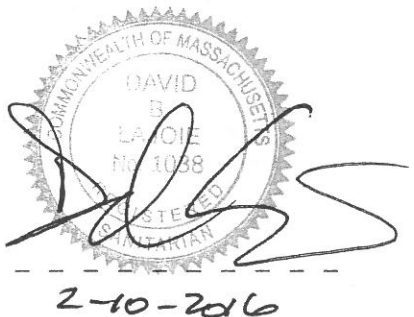
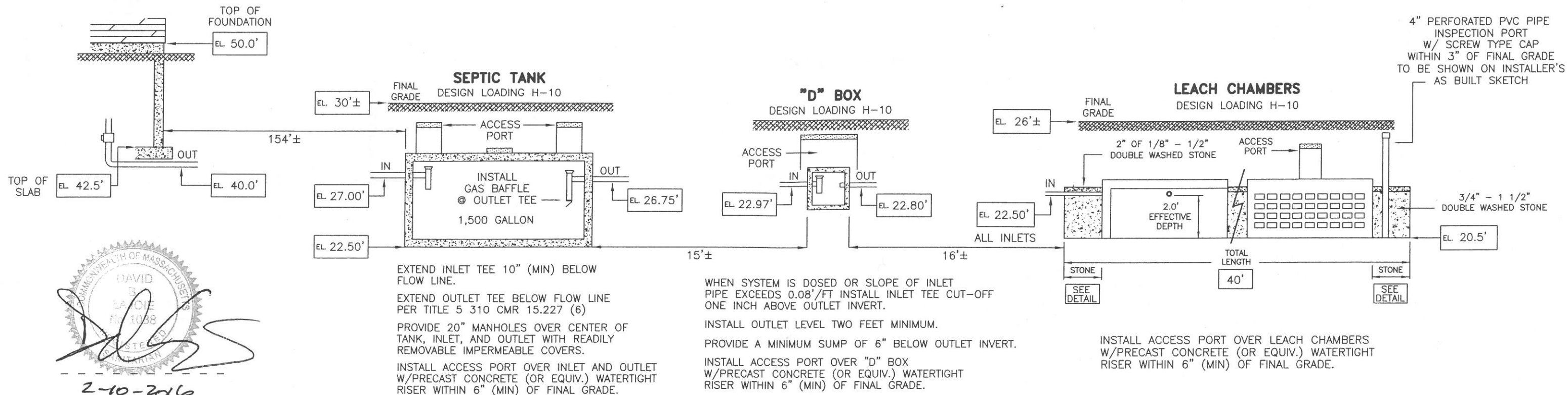
DAVID B. LAJOIE
REGISTERED
SANITARIAN
2-10-2016

FELCO, INC.
ENGINEERING - LAND SURVEYING
P.O. BOX 1366 ORLEANS, MA 02653
(508) 255-8141 WWW.FELCOENGINEERING.COM

THIS PLAN IS PREPARED FOR COMPLIANCE WITH 310 CMR 15.000
ALL WELLS NOT SHOWN EXCEED 200' FROM LOCUS SEWAGE.
VERIFY ZONING AND UTILITY SETBACK DIMENSIONS PRIOR TO CONSTRUCTION.

| |
|-----------------------|
| |
| |
| 2-3-2016 HSE. SIZE |
| REVISIONS |

| | |
|-----------------------|------------------------|
| LOCUS: | 10 HATCH ROAD |
| | TRURO, MA |
| PREPARED FOR: | JOHN B. RICE |
| | 416 BROOK ROAD |
| | CHELSEA, VT 05038-8917 |
| REFERENCE: ASSR'S MAP | 51 PARCEL 85 |
| SCALE: 1" = 40' | DATE: 12-17-2015 |
| SHEET No. 1 OF 2 | JOB No. 15075 |



SECTION VIEW - SEPTIC SYSTEM COMPONENTS (N.T.S.)

DEEP OBSERVATION HOLE LOG

1. EL. 25.0' DATE: 12-3-2015 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: E. BEEBE

| DEPTH | LOWEST ELEVATION | HORIZON | TEXTURE | STRUCTURE | MOTTLING | CONSISTENCE |
|--------------------------|------------------|---------|-------------|-----------|----------|-------------|
| 0.0' | 23.0' | A | LOAMY SAND | NO | NO | LOOSE |
| 2.0' | 23.0' | A | LOAMY SAND | NO | NO | LOOSE |
| 3.0' | 22.0' | E | MEDIUM SAND | NO | NO | LOOSE |
| 5.0' | 20.0' | B | LOAMY SAND | NO | NO | LOOSE |
| PERC @ 6" <2 MIN/IN 7.0' | 18.0' | C1 | LOAMY SAND | NO | NO | LOOSE |
| 11.0' | 14.0' | C2 | MEDIUM SAND | NO | NO | LOOSE |

4. EL. 26.5' DATE: 12-3-2015 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: E. BEEBE

| DEPTH | LOWEST ELEVATION | HORIZON | TEXTURE | STRUCTURE | MOTTLING | CONSISTENCE |
|--------------------------|------------------|---------|-------------|-----------|----------|-------------|
| 0.0' | 25.0' | A | LOAMY SAND | NO | NO | LOOSE |
| 1.5' | 25.0' | A | LOAMY SAND | NO | NO | LOOSE |
| 2.5' | 24.0' | E | MEDIUM SAND | NO | NO | LOOSE |
| 4.0' | 22.5' | B | LOAMY SAND | NO | NO | LOOSE |
| PERC @ 6" <2 MIN/IN 8.0' | 18.5' | C1 | LOAMY SAND | NO | NO | LOOSE |
| 11.0' | 15.5' | C2 | MEDIUM SAND | NO | NO | LOOSE |

CONSTRUCTION NOTES

- EXCAVATE ALL UNSUITABLE SOIL 5' AROUND LEACH AREA DOWN TO MEDIUM SAND AND REPLACE WITH CLEAN MEDIUM SAND.
- PROVIDE CLEANOUT TO GRADE EVERY 50' MIN. ALONG BUILDING SEWER PIPE.
- INSTALL 40 MIL POLYVINYL FLASHING OR EQUIV. AS FLOW BARRIER AS SHOWN IN LEACH AREA DETAIL FROM EL. 23.0' DOWN TO EL. 20.0'.

GENERAL NOTES

- ALL CONTRACTORS AND/OR INSTALLERS ARE RESPONSIBLE FOR PROVIDING AND MAINTAINING A SAFE WORK AREA.
- CONTRACTORS AND/OR INSTALLERS: VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- CONTRACTORS AND/OR INSTALLERS: VERIFY ALL WASTE LINE LOCATIONS PRIOR TO CONSTRUCTION.
- CONSTRUCTION DETAILS TO BE IN ACCORDANCE WITH STATE SANITARY CODE 310 CMR 15.000 AND TOWN BOARD OF HEALTH REQUIREMENTS.
- ELEVATION DATUM IS FROM U.S.G.S. QUAD. MAP. N.G.V.D.
- MUNICIPAL WATER IS AVAILABLE YES NO
- ANY ALTERATIONS TO DESIGN MUST BE APPROVED BY FELCO, INC. AND TOWN BOARD OF HEALTH.
- ALL EXISTING SEWAGE TO BE PUMPED AND FILLED WITH CLEAN MEDIUM SAND.
- SEPTIC TANKS, DOSING CHAMBERS, GREASE TRAPS, AND DISTRIBUTION BOXES SHALL BE INSTALLED WATERTIGHT.
- WHEN SEPTIC TANK, DOSING CHAMBERS, GREASE TRAPS, AND DISTRIBUTION BOXES ARE PLACED IN FILL, PROVIDE A LEVEL STABLE BASE WHICH HAS BEEN MECHANICALLY COMPACTED. VIRGIN GROUND WITH A 6" CRUSHED STONE BASE IS OTHERWISE ADEQUATE.
- GROUND COVER OVER SEPTIC SYSTEM COMPONENTS SHALL NOT EXCEED 36".
- WHEREVER SEWER LINES MUST CROSS WATER SUPPLY LINES, BOTH PIPES SHALL BE CONSTRUCTED OF CLASS 150 PRESSURE PIPE OR EQUIV. AND SHALL BE PRESSURE TESTED TO ASSURE WATERTIGHTNESS.
- ALL SYSTEM COMPONENTS SHALL BE MARKED WITH MAGNETIC MARKING TAPE OR A COMPARABLE MEANS IN ORDER TO LOCATE THEM ONCE BURIED.
- PROVIDE (1) MIN. 4" PERFORATED PVC PIPE INSPECTION PORT PLACED VERTICALLY DOWN TO STONE/SAND INTERFACE W/ SCREW TYPE CAP WITHIN 3" OF FINAL GRADE PER 310 15.240 (13).

DESIGN

FLOW DETERMINATION 2 4 BEDROOM DESIGN

GARBAGE GRINDER NO YES

FLOW RATE = GAL/DAY

SEPTIC TANK SIZING:

x 2.0 = GAL/DAY

USE: 1,500 GAL

LEACHING FACILITY CALCULATIONS:

PERCOLATION RATE IS < MIN/INCH CLASS

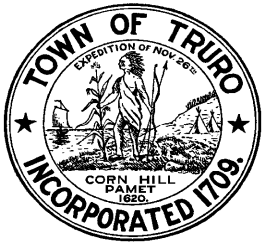
SIDEWALL = (S.F.) x = GAL/DAY
 BOTTOM = (S.F.)

USE: (3) 4.8' x 8.3' LEACH CHAMBERS

W/ STONE AS SHOWN IN DETAIL

= 40' LONG x 10' WIDE x 2' DEEP

| | |
|--------------------------------|----------------|
| JOB No : 15075 | NAME : J. RICE |
| DATE : 12-17-2015 | SHEET 2 OF 2 |
| REVISIONS : 2-3-2016 HSE. SIZE | |



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Patricia Wheeler, Chair of the Truro Concert Committee

REQUESTED MEETING DATE: June 14, 2016

ITEM: Approval of entertainment license.

EXPLANATION: The Truro Concert Committee has set their schedule for their 2016 Season. They will be holding 8 concerts, Thursdays from July 7th-August 25th. The Board of Selectmen need to approve their application for an entertainment license for those 8 dates.

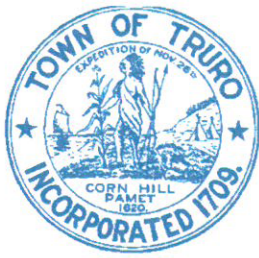
FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Truro Concert Committee will be unable to hold the concerts.

SUGGESTED ACTION: *MOTION TO approve the entertainment license for the Truro Concert Committee for the 8 dates listed with their application (Thursdays from July 7th through August 25th) and to authorize the Chair to sign.*

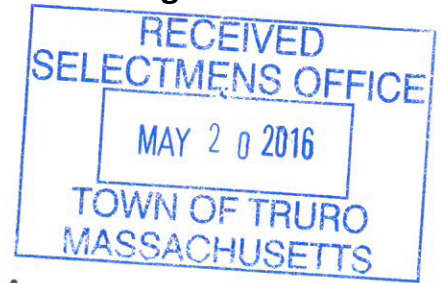
ATTACHMENTS:

1. Entertainment Application



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

Consent Agenda Item: 6A2



Application for an Entertainment License

Weekday Saturday * Sunday *Please complete the Commonwealth's Public Entertainment on Sunday Application

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

Patricia Wheeler Truro Concert Committee

Name of Applicant Business/Organization Name
 P.O. Box 289 Truro, MA 02666

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

Patricia Wheeler [REDACTED]
 Contact Person Phone Number Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name Mailing Address

Phone Number Email Address

EVENT INFORMATION

Thursdays in July and August, July 7th through August 25th entertainment, music

Day (s)/Date (s) of Event for License to be issued Purpose of Event (example: fundraiser)

Hours of Event (from - to) 6:30 to 7:30 July 7th through August 11th, 6:00 to 7:00 August 18th and 25th

Snows Park (across from Post Office) Event is: Indoor Outdoor Event

Location (**Must** provide facility name, if any, street number and name) (Please check applicable box)

Town of Truro 508 349-7004

Property Owner Name and Address Phone number

Seating Capacity: _____ Occupancy Number: _____

Name of Caterer (if applicable) Approximate number of people attending 200-400

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
bands, 3 to 8 performers, variable by event

Number of Musicians & Instruments (Type) _____

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

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

Applicant's Signature

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

Patricia A Wheeler
Signature

May 20th, 2016
Date

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

Office Use Only

APPROVAL

License No _____

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takakjian Date 5/24/16

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

**TRURO CONCERTS ON THE GREEN
TRURO CENTER AT SNOW'S PARK
2016 Schedule**

*ALL CONCERTS AT 6:30 PM
(except August 20th and August 27th)*

*In the event of rain the concert will be
canceled.*

No rain dates are planned.

*The Rip-It-Ups
Thursday, July 7, 6:30 pm*

*Zoe Lewis
Thursday, July 14, 6:30 pm*

*Lisa Brown - The Big Jazz
Thursday, July 21, 6:30 pm*

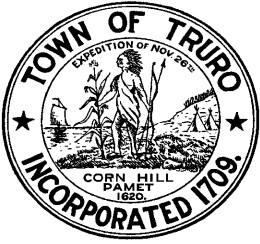
*Tim Dickey – Toast and Jam
Thursday, July 28, 6:30 pm*

*Peter Donnelly- New Beach Band
Thursday, August 4, 6:30 pm*

*Magic of Steel
Thursday, August 11, 6:30 pm*

*Crabgrass
Thursday, August 18, 6:00pm*

*Ted DeColo and Andy Solberg
Thursday, August 25, 6:00 pm*



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Friends of the Truro Meeting House

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of John Marksbury, Friends of the Truro Meeting House

REQUESTED MEETING DATE: June 14, 2016

ITEM: Application for Entertainment License for July 5th, July 16th, July 24th, August 3rd, August 28th, and a Sunday State Entertainment License (for the July 24th and August 28th dates)

EXPLANATION: Friends of the Truro Meeting House have applied for an Entertainment License for five dates this summer, two of which fall on a Sunday and have an additional Sunday State Entertainment License which the Board of Selectmen need to approve.

FINANCIAL SOURCE (IF APPLICABLE): n/a

IMPACT IF NOT APPROVED: The events planned by the Friends of the Truro Meeting House will not be held.

SUGGESTED ACTION: *Motion to approve the Entertainment License and the Sunday State Entertainment License for the five dates proposed, and authorize the Chair to sign.*

ATTACHMENTS:

1. Applications for Entertainment Dates, Sunday State Entertainment Applications, 501(c)(3) letter



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 *Please complete the Commonwealth's Public Entertainment on Sunday Application

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

Friends of the Truro Meeting House, Inc.

Name of Applicant: PO Box 149, Truro, MA 02666 Business/Organization Name

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

Contact Person: John Marksbury Phone Number: [REDACTED] Email: **see below**

INDIVIDUAL APPLICANT INFORMATION

Individual's Name Mailing Address

Phone Number Email Address

EVENT INFORMATION

Tuesday, July 5, 2016 Fundraiser/Community Awareness

Day (s)/Date (s) of Event for License to be issued Purpose of Event (example: fundraiser)

Hours of Event (from - to) 5 pm - 7 pm

Truro Meeting House, 3 First Parish Lane Event is: Indoor Outdoor Event

Location (Must provide facility name, if any, street number and name) (Please check applicable box)
First Congregational Parish of Truro, Jonna Sundberg [REDACTED]

Property Owner Name and Address Phone number

Seating Capacity: 100 Occupancy Number: 100

NA Approximate number of people attending 50-75

Name of Caterer (if applicable)

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) 3 - Steve Sollog & the New Beach Band

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

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

Applicant's Signature

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


Signature

May 28, 2016

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 5/26/16

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



TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

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

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

Application for an Entertainment License

Weekday

Saturday

Sunday

*Please complete the Commonwealth's Public Entertainment on Sunday Application

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

Friends of the Truro Meeting House, Inc.

Name of Applicant

PO Box 149, Truro, MA 02666

Business/Organization Name

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

John Marksbury

[Redacted]

see below

Contact Person

Phone Number

[Redacted]

Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

Saturday, July 16, 2016

Fundraiser/Community Awareness

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

Purpose of Event (example: fundraiser)

10:30 am - 12:00 pm

Hours of Event (from - to)

Truro Meeting House, 3 First Parish Lane

Event is: Indoor Outdoor Event

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

(Please check applicable box)

First Congregational Parish of Truro, Jonna Sundberg

[Redacted]

Property Owner Name and Address

Phone number

Seating Capacity: 100

Occupancy Number: 100

NA

Approximate number of people attending 50-75

Name of Caterer (if applicable)

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
4-person Panel Discussion with Q&A

Number of Musicians & Instruments (Type) _____

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

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

Applicant's Signature

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


Signature

May 28, 2016

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 5/26/16

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



TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

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

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

Application for an Entertainment License

Weekday

Saturday

Sunday

*Please complete the Commonwealth's Public Entertainment on Sunday Application

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

Friends of the Truro Meeting House, Inc.

Name of Applicant

Business/Organization Name

PO Box 149, Truro, MA 02666

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

John Marksbury

[Redacted]

see below

Contact Person

Phone Number

Email

[Redacted]

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

Sunday, July 24, 2016

Fundraiser/Community Awareness

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

Purpose of Event (example: fundraiser)

5 pm - 7 pm

Hours of Event (from - to)

Truro Meeting House, 3 First Parish Lane, Truro MA 02666

Event is: Indoor Outdoor Event

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

(Please check applicable box)

First Congregational Parish of Truro, Jonna Sundberg

[Redacted]

Property Owner Name and Address

Phone number

100

100

Seating Capacity:

Occupancy Number:

NA

50-75

Approximate number of people attending

Name of Caterer (if applicable)

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) 25 - Chamber Singers (Outer Cape Chorale)

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

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

Applicant's Signature

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


Signature

May 28, 2016

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 Keyle Takaljian Date 5/26/16

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



TOWN OF TRURO

Licensing Department
PO Box 2030, Truro, MA 02666

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

Application for an Entertainment License

Weekday Saturday Sunday *Please complete the Commonwealth's Public Entertainment on Sunday Application

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

Friends of the Truro Meeting House, Inc.

Name of Applicant: PO Box 149, Truro, MA 02666
Business/Organization Name: _____

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

Contact Person: John Marksbury
Phone Number: [Redacted] Email: **see below**

INDIVIDUAL APPLICANT INFORMATION

Individual's Name: _____ Mailing Address: _____

Phone Number: _____ Email Address: _____

EVENT INFORMATION

Wednesday, August 3, 2016 Fundraiser/Community Awareness

Day (s)/Date (s) of Event for License to be issued: _____ Purpose of Event (example: fundraiser)

Hours of Event (from - to): 5 pm - 7 pm

Truro Meeting House, 3 First Parish Lane Event is: Indoor Outdoor Event

Location (Must provide facility name, if any, street number and name) (Please check applicable box)

First Congregational Parish of Truro, Jonna Sundberg (617) 763-3163

Property Owner Name and Address: _____ Phone number: _____

Seating Capacity: 100 Occupancy Number: 100

NA Approximate number of people attending: 50-75

Name of Caterer (if applicable): _____

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) 12 - Sentimental Journey Swing Band

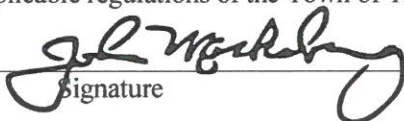
Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

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

Applicant's Signature

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


Signature

May 28, 2016

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 Tatakjian Date 5/26/16

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



TOWN OF TRURO

Licensing Department
PO Box 2030, Truro, MA 02666

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

Application for an Entertainment License

Weekday

Saturday

Sunday

*Please complete the Commonwealth's Public Entertainment on Sunday Application

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

Friends of the Truro Meeting House, Inc.

Name of Applicant

Business/Organization Name

PO Box 149, Truro, MA 02666

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

John Marksbury

see below

Contact Person

Phone Number

Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

Sunday, August 28, 2016

Fundraiser/Community Awareness

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

Purpose of Event (example: fundraiser)

6 pm - 8 pm

Hours of Event (from - to)

Truro Meeting House, 3 First Parish Lane

Event is: Indoor Outdoor Event

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

(Please check applicable box)

First Congregational Parish of Truro, Jonna Sundberg

(617) 763-3163

Property Owner Name and Address

Phone number

Seating Capacity: 100

Occupancy Number: 100

NA

Approximate number of people attending 50-75

Name of Caterer (if applicable)

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) singer, piano player(Blair Resika, Dick Miller)

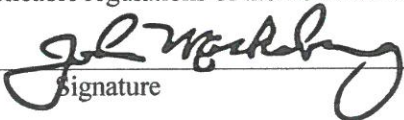
Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

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

Applicant's Signature

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


Signature

May 28, 2016

Date

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

Office Use Only

APPROVAL

License No _____

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takakjian Date 5/26/16

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

THE COMMONWEALTH OF MASSACHUSETTS

State Fee, \$ 4.00
Municipal Fee, \$ 25.00

Town OF Truro



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Friends of the Truro Meeting House in or on the property at No. 3 First Parish Lane, Truro, MA 02666 (PO Box 149, Truro, MA 02666) (address)

The Licensee or Authorized representative, John Marksbury, Chair  in accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

| DATE | TIME | Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion |
|---------|--------|--|
| July 24 | 5-7 pm | Concert: Chamber Singers of the Outer Cape Chorale |
| Aug 28 | 6-8 pm | Concert, Singer Blair Resika and pianist Dick Miller |
| | | |
| | | |

Hon. _____ Mayor/ Chairman of Board of Selectman, _____ (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 04 2013**

FRIENDS OF THE TRURO MEETING HOUSE
INC
PO BOX 149 3 PARISH LANE
TRURO, MA 02666

Employer Identification Number:
37-1704100
DLN:
17053115356003
Contact Person: SHEILA M ROBINSON ID# 31220
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 24, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)



**Form ST-2
Certificate of Exemption**

**Massachusetts
Department of
Revenue**

Certification is hereby made that the organization herein is an exempt purchaser under General Laws, Chapter 64H, section 6(d) or (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

**FRIENDS OF THE TRURO MEETING HOU
SE, INC
PO BOX 149
TRURO MA 02666**

**EXEMPTION NUMBER
371 704 100
ISSUE DATE
07/27/16
CERTIFICATE EXPIRES ON
07/27/26**

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE

ST-2



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Kristen Roberts, Truro Vineyards

REQUESTED MEETING DATE: June 14, 2016

ITEM: Entertainment Licenses for Truro Vineyards

EXPLANATION: Truro Vineyards has submitted applications for Entertainment Licenses for their Wednesday Wine Series, their Kick-Off Party, and for Truro Treasures. Kristen Roberts requested a change of date for their Kick-Off Party, from June 25th to June 11th. This was approved by both the Town Manager and the Chief of Police.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Truro Vineyards will not be able to have entertainment at their scheduled events.

SUGGESTED ACTION: *MOTION TO approve the entertainment applications for Truro Vineyards, and authorize the Chair to sign.*

ATTACHMENTS:

1. Entertainment Applications for; Wednesday Wine Series, Kick-Off Party, and Truro Treasures.



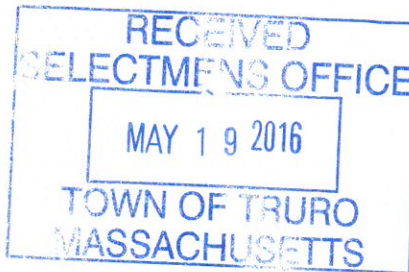
TOWN OF TRURO

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 *Please complete the Commonwealth's Public Entertainment on Sunday Application

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

Kristen Roberts Name of Applicant Truro Vineyards of Cape Cod Business/Organization Name

PO Box 834 North 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

Kristen Roberts Contact Person 508-487-6200 Phone Number trurovineyards@gmail.com Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

(Every Wednesday) Wed June 29 - Aug 31 x10 Day (s)/Date (s) of Event for License to be issued wed evening wine series - WAAM Purpose of Event (example: fundraiser)

Hours of Event (from - to) 6 pm - 8 pm

Truro vineyards pavilion Location (Must provide facility name, if any, street number and name) Event is: Indoor Outdoor Event (Please check applicable box)

Kristen Roberts Property Owner Name and Address 508-487-6200 Phone number

Seating Capacity: 70 Occupancy Number: _____

Blackfish (Food Truck) Name of Caterer (if applicable) Approximate number of people attending 70

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

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

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

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

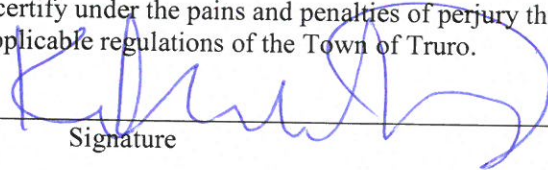
Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

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

Applicant's Signature

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


Signature

5/19/16
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 5/24/16

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

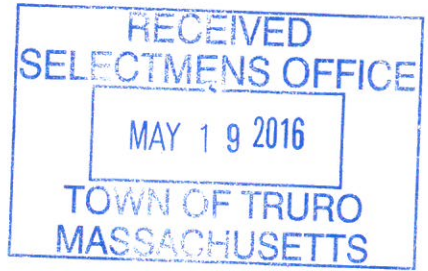


TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

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



Application for an Entertainment License

Weekday Saturday Sunday *Please complete the Commonwealth's Public Entertainment on Sunday Application

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

Kristen Roberts Name of Applicant Truro vineyards of cape cod Business/Organization Name

PO BOX 834 N. Truro, MA 02662 Mailing Address of Business/Organization

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

Kristen Roberts Contact Person 508-487-6200 Phone Number trurovineyards@gmail.com Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

Sat. June 25 Day (s)/Date (s) of Event for License to be issued Kick-off party Purpose of Event (example: fundraiser)

Hours of Event (from - to) 2pm-6pm

Truro vineyards Location (Must provide facility name, if any, street number and name) Event is: Indoor Outdoor Event (Please check applicable box)

Kristen Roberts Property Owner Name and Address 508-487-6200 Phone number

Seating Capacity: 1 Occupancy Number: 1

Name of Caterer (if applicable) _____ Approximate number of people attending 200

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

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

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

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

Amplified System: Yes No

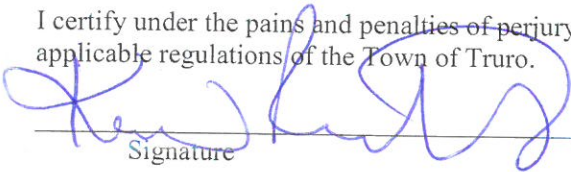
Shows: Theater Movies Floor Show Light Show

No Show

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

Applicant's Signature

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


Signature

5/19/16
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 Tatakjian Date 5/24/16

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



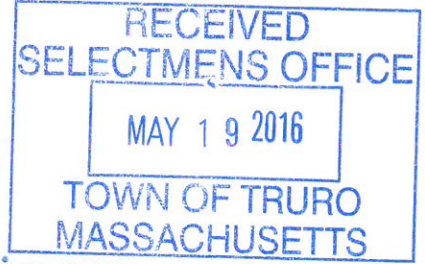
TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

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

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



Application for an Entertainment License

Weekday

Saturday

Sunday

*Please complete the Commonwealth's Public Entertainment on Sunday Application

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

Kristen Roberts
Name of Applicant

Truro Vineyards of Cape Cod
Business/Organization Name

PO Box 834 North 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

Kristen Roberts
Contact Person

508-487-6200
Phone Number

trurovineyards@gmail.com
Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

Sun Sept. 18
Day (s)/Date (s) of Event for License to be issued

Truro Treasures
Purpose of Event (example: fundraiser)

Hours of Event (from - to) 2pm - 6pm

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

Event is: Indoor Outdoor Event
(Please check applicable box)

Kristen Roberts
Property Owner Name and Address

508-487-6200
Phone number

Seating Capacity:

Occupancy Number:

Name of Caterer (if applicable)

Approximate number of people attending 800

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

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

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

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

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

Applicant's Signature

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

[Handwritten Signature]
Signature

5/19/16
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 Takubjian Date 5/24/16

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

State Fee, \$ 2.00
Municipal Fee, \$ 25.00

THE COMMONWEALTH OF MASSACHUSETTS
Town OF Truro



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Truro Vineyards of Cape Cod in or on the property at No. 11 Shore Road North Truro, MA 02652 (address)

The Licensee or Authorized representative, Kristen Roberts in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

| DATE | TIME | Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion |
|-------------|----------------|--|
| <u>9/18</u> | <u>2pm-6pm</u> | <u>Truro Treasure</u> |
| | | |
| | | |

Hon. _____ Mayor/ Chairman of Board of Selectman, _____ (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

Nicole Tudor

From: trurovineyards@gmail.com on behalf of Kristen Roberts
<kristen@trurovineyardsofcapecod.com>
Sent: Thursday, May 19, 2016 4:48 PM
To: Nicole Tudor
Subject: Re: Entertainment App-Question

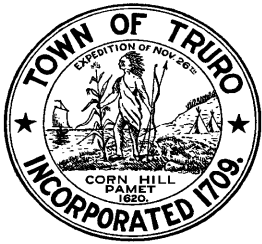
Kick off party is June 25th. That and Truro treasures are bands. The WAAM ones are all solo acoustic acts.

Thanks
Kristen

On Thursday, May 19, 2016, Nicole Tudor <ntudor@truro-ma.gov> wrote:



Hi Kristen,



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative

REQUESTOR: Noelle Scoullar, Executive Assistant, on Behalf of Cherie Mittenthal, Truro Center for the Arts at Castle Hill

REQUESTED MEETING DATE: June 14, 2016

ITEM: Entertainment License

EXPLANATION: Cherie Mittenthal has submitted an Entertainment License Application for a gala occurring at Edgewood Farm on August 27th.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Truro Center for the Arts will not be able to hold their gala at Edgewood Farm.

SUGGESTED ACTION: *MOTION TO approve the Entertainment Application by Truro Center for the Arts for August 27th, and authorize the Chair to sign.*

ATTACHMENTS:

1. Entertainment application

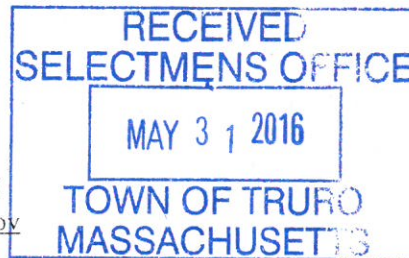


TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

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



Application for an Entertainment License

Weekday Saturday Sunday

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

BUSINESS/ORGANIZATION INFORMATION

Cherie Mittenenthal Name of Applicant Truro Center for the Arts at Castle Hill Business/Organization Name

P.O. Box 756, Truro, MA 02666 Mailing Address of Business/Organization

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

Annie Mullins Contact Person 508-349-7511 Phone Number annie@castlehill.org Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

August 27, 2016 Day (s)/Date (s) of Event for License to be issued Gala Purpose of Event (example: fundraiser)

Hours of Event (from - to) 5-10 pm

Edgewood Farm, 3 Edgewood Way, Truro, MA 02666 Location (Must provide facility name, if any, street number and name) Event is: Indoor Outdoor Event (Please check applicable box)

Truro Center for the Arts at Castle Hill Property Owner Name and Address 508-349-7511 Phone number

Seating Capacity: 6000 + 205 Occupancy Number: ?

Cosmos Catering Name of Caterer (if applicable) Approximate number of people attending 225

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 ^{Done} **If yes; you must also apply for a One Day Alcohol License**

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

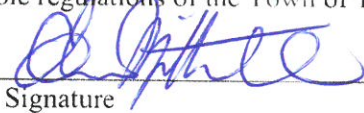
Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

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

Applicant's Signature

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


Signature

5/24/16
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 6/1/16

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



COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE

PO BOX 7010
BOSTON, MA 02204



002719

TRURO CENTER FOR THE ARTS AT
CASTLE HILL INC
PO BOX 756
TRURO MA 02666-0756

403C

Notice Date: 01/23/15
Taxpayer ID Number: 237 187 427

Dear Taxpayer,

Below please find your Certificate of Exemption (Form ST-2). Please cut along the dotted line and display at your place of business.

Sincerely,

Massachusetts Dept. of Revenue



Form ST-2
Certificate of Exemption

Massachusetts
Department of
Revenue

Certification is hereby made that the organization herein is an exempt purchaser under General Laws, Chapter 64H, section 6(d) or (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certification of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

TRURO CENTER FOR THE ARTS AT
CASTLE HILL INC
PO BOX 756
TRURO MA 02666-0756

EXEMPTION NUMBER
237 187 427
ISSUE DATE
01/02/15
CERTIFICATE EXPIRES ON
01/02/25

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE

Address any reply to: Bos.-EO-73-683

Department of the Treasury

District Director
Internal Revenue Service

Date:

MAY 30 1973

In reply refer to:

AU:EO:RM



Truro Center For the Arts at Castle Hill,
Inc.
Castle Road
Truro, Mass. 02666

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(1) and 170(b)(1)(A)(ii).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

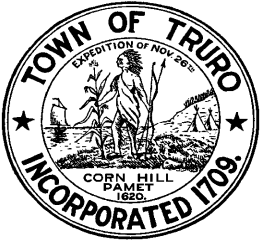
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

WILLIAM E. WILLIAMS
District Director

cc: Attorney



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Kyle Takakjian, Police Chief

REQUESTED MEETING DATE: June 14, 2016

ITEM: MassDOT contract for Paid Police Details for MassDOT Bridge Inspections, Construction and Maintenance

EXPLANATION: The current police department contract with the Massachusetts Department of Transportation (MassDOT) will expire in 2016. The new contract will allow Truro Police to be eligible for paid police detail work on MassDOT projects.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The contract will expire and Truro Police will no longer be eligible for paid police detail work on MassDOT projects.

SUGGESTED ACTION: MOTION TO approve the MassDOT contract, and authorize the Chair to sign.

ATTACHMENTS:

1. MassDOT Contract

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). 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.

| | | | |
|--|--|--|--|
| CONTRACTOR LEGAL NAME: Paul Wisotzky | | DEPARTMENT NAME: Massachusetts Department of Transportation | |
| Chair of the Board of Selectmen | | MMARS Department Code: DOT | |
| | | Business Mailing Address: 10 Park Plaza, Boston, MA 02116 | |
| E-Mail: | | Billing Address (if different): | |
| Phone | | Contract Manager: JOHN FRANCOISE | |
| Fax: | | E-Mail: john.e.franciose@dot.state.ma.us | |
| Contractor Vendor Code: VC 6000191700 | | Phone (857)-368-9409 | |
| Vendor Code Address ID (e.g. "AD001"): AD | | Fax: (857)368-0636 | |
| (Note: The Address Id Must be set up for EFT payments.) | | MMARS Doc ID(s): | |
| | | RFR/Procurement or Other ID Number: 0446, J28 | |

| | |
|--|--|
| <p align="center"><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p> | <p align="center"><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p> |
|--|--|

The following **MassDOT TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.
 Mass DOT Terms and Conditions

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 MassDOT/Commonwealth owed debts under 815 CMR 9.00.
 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.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or **new** Total if Contract is being amended). \$ _____.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___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.) **Police Details for direction and control of traffic at Bridge Inspection, Bridge and Road work.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 ___ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
 2. may be incurred as of JULY 1, 2016, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
 ___ 3. were incurred as of _____, 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 and MassDOT from further related claims.

CONTRACT END DATE: Contract performance shall terminate as of JUNE 30, 2026, 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.

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 MassDOT Terms and Conditions <http://transnet/docs/ComApp/MassDOTTermsandConditions.doc>, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name Paul Wisotzky
 Print Title: Chair of the Board of Selectmen

AUTHORIZING SIGNATURE FOR MassDOT:
 X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: THOMAS P. DONALD P.E.
 Print Title: DIRECTOR OF BRIDGE PROJECT MANAGEMENT

MASSDOT 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 MassDOT 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 MassDOT Terms and Conditions, which must match the legal address on the 1099I 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

MASSDOT STANDARD CONTRACT FORM



posted.

MASSDOT TERMS AND CONDITIONS

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

COMPENSATION

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 and MassDOT'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 and MassDOT 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 Signature For Department/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:

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

MASSDOT STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

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

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 and MassDOT 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 and MassDOT have 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/MassDOT 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/MassDOT 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/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT 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 MassDOT Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT 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/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright

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infringement under Section 11 nor the Commonwealth's/MassDOT'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 or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT 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 MassDOT 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 MassDOT 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 subcontractors, 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, MassDOT and 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/MassDOT. 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 and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT'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.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tinlin, Administrator



June 6, 2016

Paul Wisotzky, Chair of the Board of Selectmen
Truro Town Hall, P. O. Box 2030
Truro, MA 02666



Subject: Paid Police Details for MassDOT Bridge Inspections, Construction and Maintenance

Dear Board of Selectmen:

The purpose of this letter is to inform you that all current police department contracts with the Massachusetts Department of Transportation (MassDOT) will expire in 2016. Please respond to this letter to be eligible for paid police detail work on MassDOT projects.

The following information is required as specified herein in order to create a new paid Police Detail Service Contract:

1. Completed MassDOT Standard Contract Form (attached).
2. Current police detail rates on your police department letterhead and signed by the Chief of Police.
3. When updating your collective bargaining agreement, your revised detail rates must be resubmitted by letter to MassDOT on your police department letterhead and signed by the Chief of Police.

This information shall be submitted to:
MassDOT - 10 Park Plazas, Room 6430
Boston, MA 02116
Attention: Mr. Alexander K. Bardow, State Bridge Engineer

The MassDOT website for tracking paid police detail contracts and rates will be:
<http://www.massdot.state.ma.us/PoliceDetailRates/>

Please be advised MassDOT will only reimburse based on the rates posted on our website. Once the Standard contract form is signed by both parties (Chief of Police, MassDOT), MassDOT will post on their website all eligible cities, towns, contract date, maximum and minimum detail rates and the name of the Chief of Police.

Any city or town without a current contract and detail rates posted on the website, will not be eligible for paid police details related to MassDOT projects.

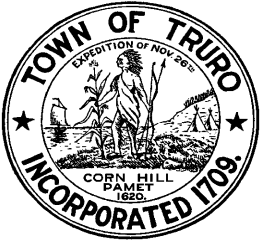
If you have any questions, please call Brian Clang, NBIS Engineer at (857) 368-9425.

Sincerely,

Patricia A. Leavenworth, P.E.
Chief Engineer
BBC/JEF

Cc: Leonard Walsh, Deputy Chief Engineer for Operations and Maintenance
Attachment: MassDOT Standard Contract

Ten Park Plaza, Suite 4160, Boston, MA 02116
Tel: 857-368-4636, TTY: 857-368-0655
www.mass.gov/massdot



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Community Preservation Committee

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Deborah McCutcheon, Co-Chairperson of the Community Preservation Committee

REQUESTED MEETING DATE: June 28, 2016

ITEM: Community Preservation Committee grant agreements with the Town of Truro.

EXPLANATION: The Community Preservation Committee is awarding funds to the Truro Commission on Disabilities; Truro Housing Authority; Truro Center for the Arts at Castle Hill; Truro Conservation Trust; and the Friends of the Truro Meeting House. The Truro CPC requires that the grant agreements be fully executed by the organizations, and the Town of Truro, before the projects can begin implementation. The contracts have been approved by Town Counsel as to form.

FINANCIAL SOURCE (IF APPLICABLE): Truro Community Preservation Committee

IMPACT IF NOT APPROVED: The five organizations listed above will not be able to move forward with the projects which they referenced when applying for the grants from the CPC.

SUGGESTED ACTION: *Motion to approve the five grant agreements from the Community Preservation Committee and authorize the Town Manager to sign.*

ATTACHMENTS:

1. Grant Agreements for Commission on Disabilities, Truro Housing Authority, Truro Center for the Arts at Castle Hill, Truro Conservation Trust, and the Friends of the Truro Meeting House.



**Truro Community Preservation Committee
PO Box 2030
Truro, MA 02666**

May 6, 2016

Susan Howe, Chair
Truro Commission on Disabilities
Truro Town Hall
Box 2030
Truro, MA 02666

Re: FY2017 Access to Snow's Park a.k.a. Town Green

Dear Susan Howe:

Congratulations to the Truro Commission on Disabilities on the award to the organization of Community Preservation funds (CPA funds). Your effort and cooperation during this year's project selection process helped secure approval at the Annual Town Meeting of the Community Preservation Committee's (CPC) spending recommendations, including an appropriation of \$26,500 for the design and construction of ADA-compliant parking and access pathways at Snow's Park/Town Green.

The Truro CPC requires that the enclosed Grant Agreement be fully executed by your organization and by the Town before the project can begin implementation. Implementation of your project can begin and need not wait until the start of Fiscal Year 2017, as the appropriation was made from CPC's Undesignated Fund Balance. CPC members Bonnie Sollog and Richard Larkin have been assigned to on-going monitoring and implementation of this Project and will be responsible for authorizing disbursement of project funds upon submission of proper documentation by you.

Please contact Mary Rogers, the Community Preservation Coordinator, if you have any questions regarding this grant or its implementation. Thank you for working in partnership with the CPC to make a significant and lasting difference in our town.

Sincerely,

Deborah L. McCutcheon
Co-Chairperson of the
Community Preservation Committee

cc: Board of Selectmen
Town Administrator
Town Accountant

Town of Truro Community Preservation Act Grant Agreement

Agreement made this _____ day of _____ 2016, by and between the Town of Truro through its Community Preservation Committee (hereinafter "Truro CPC") with an address of 24 Town Hall Road, P. O. Box 2030, Truro, MA 02666 and the Truro Disabilities Commission (hereinafter "Recipient") with an address of 24 Town Hall Road, P. O. Box 2030, Truro, MA 02666.

The purpose of this grant agreement is to implement the following grant award:

Project Name: Improved Accessibility of Snow's Park a.k.a Town Green

Project Description: Parking, ramps and access for disabilities

Project Location: 7 Truro Center Rd., Truro, MA

This Grant Award is subject to the following terms and conditions:

1. Award. Subject to the terms of this Agreement, the Town of Truro agrees to award the recipient the amount of \$26,500.00 (Twenty-six thousand, five hundred dollars) for the above Project upon execution of this agreement. This amount was approved at the Truro Town Meeting April 26, 2016 as Warrant Article 8, Section 1, attached and incorporated herein.
2. Project Application. The Project Application submitted to the Truro CPC, as may be amended by conditions of the CPC upon award, is incorporated into this Grant agreement by reference.
3. Term. The term of this Grant Award is for three (3) years from the date of the Town's execution of this Grant Agreement (the "Commencement Date.") All of the work described in this Grant Agreement must be completed no later than three (3) years after the Commencement Date (the "Completion Date"), unless the Truro CPC grants an extension for good cause shown. Funds not utilized for this Project must be released to the Truro CPC and will be made available for future appropriation to other recipients.

4. Budget: Other Sources of Funding. Prior to the commencement of the Work, the Recipient shall submit a complete project budget that accounts for (1) the expenditure of all funds awarded under this Grant Agreement: and (2) all other sources of funding, if necessary, to complete the project as described herein. If the Truro CPC determines that funds have been spent on goods or services not included in the Project Budget or otherwise not authorized under the CPA, the Recipient shall be responsible for repayment of such funds to the Truro CPC.

5. Reports. A construction schedule and list of deliverables will be agreed upon between the Community Preservation Committee representatives to the project and the project proponent at the inception of the project and will be submitted to the Committee and updated quarterly. Every six months until the Completion Date, the Recipient shall provide the Truro CPC with a written update on the progress toward completion of the Work. A Final Report, including digital photo documentation of the Project where appropriate, is due within 30 days after the Completion Date. The Final Report shall be to the satisfaction of the Truro CPC which approval shall not be unreasonably withheld. All documents including but not limited to photographs, videos, etc. submitted to the Truro CPC shall become the property of the Town of Truro and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.

6. Compliance with Laws and Agreement. Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c 44 B. Recipient also agrees to comply will all the requirements of the Grant Agreement.

7. Permits and Licenses. It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of the Grant.

8. No Liability of Town. By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Recipients agree to indemnify and defend the Town from all claims, suits or demands resulting from implementation of the Project.

9. Community Preservation Act Awareness. Upon completion of the Project, Recipient agrees to post, in an appropriate location, mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Town of Truro's Community Preservation Act revenues. Recipient also agrees to include similar references to the Community Preservation Committee in its written materials about the Project, including press releases, brochures, etc.

10. No Assignment. This grant Agreement may not be assigned by Recipient without prior written agreement by the Town of Truro.

11. Additional Conditions. Project plan must be approved in architectural access board as ADA compliant before commencement of work.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the Town of Truro and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of Recipient.

Executed as of the date set forth above:

Truro Disabilities Commission

by its President

The Town of Truro

Town Administrator

Co-Chair, Truro CPC



**Truro Community Preservation Committee
PO Box 2030
Truro, MA 02666**

May 1, 2016

Cherie Mittenthal
Truro Center for the Arts at Castle Hill
P.O. Box 327
No. Truro, MA 02652

Re: FY2017 Edgewood Farm Historic Restoration of the Buildings Project

Dear Cherie Mittenthal:

Congratulations to the Truro Center for the Arts at Castle Hill on the award to the organization of Community Preservation Act funds (CPA funds). Your effort and cooperation during this year's project selection process helped secure approval at the Annual Town Meeting of the Community Preservation Committee's (CPC) spending recommendations, including an appropriation of \$150,000.00 for the historic restoration of buildings on the Edgewood Farm property.

The Truro CPC requires that the enclosed Grant Agreement be fully executed by your organization and by the Town before the project can begin implementation. In addition, a permanent Preservation Restriction in a form acceptable to the CPC, must be recorded. Once the Grant Agreement and Deed restriction have been fully executed, implementation of your project can begin. CPC members Deborah McCutcheon and Mary Rose have been assigned to monitoring and implementation of this Project and will be responsible for authorizing disbursement of project funds upon submission of proper documentation by you.

Please contact Mary Rogers, the Community Preservation Coordinator, if you have any questions regarding this grant or its implementation. Thank you for working in partnership with the CPC to make a significant and lasting difference in our town.

Sincerely,

Deborah L. McCutcheon
Co-Chairperson of the
Community Preservation Committee

cc: Board of Selectmen
Town Administrator
Town Accountant

Town of Truro Community Preservation Act Grant Agreement

Agreement made this _____ day of _____ 2016, by and between the Town of Truro through its Community Preservation Committee (hereinafter "Truro CPC") with an address of 24 Town Hall Road, P. O. Box 2030, Truro, MA 02666 and Truro Center for the Arts at Castle Hill (hereinafter "Recipient") with an address of P.O. Box 756, Truro, MA 02666.

The purpose of this grant agreement is to implement the following grant award:

Project Name: Edgewood Farm Historic Building Preservation Project

Project Description: Historic Restoration of three buildings at Edgewood Farm

Project Location: 3 Edgewood Way, Truro, MA

This Grant Award is subject to the following terms and conditions:

1. Award. Subject to the terms of this Agreement, the Town of Truro agrees to award the recipient the amount of \$150,000.00 (One hundred and fifty thousand dollars) for the above Project upon execution of this agreement. This amount was approved at the Truro Town Meeting April 26, 2016, as Warrant Article 8, Section 3, attached and incorporated herein.
2. Project Application. The Project Application submitted to the Truro CPC, as may be amended by conditions of the CPC upon award, is incorporated into this Grant agreement by reference.
3. Term. The term of this Grant Award is for three (3) years from the date of the Town's execution of this Grant Agreement (the "Commencement Date.") All of the work described in this Grant Agreement must be completed no later than three (3) years after the Commencement Date (the "Completion Date"), unless the Truro CPC grants an extension for good cause shown. Funds not utilized for this Project must be released to the

Truro CPC and will be made available for future appropriation to other recipients.

4. Budget: Other Sources of Funding. Prior to the commencement of the Work, the Recipient shall submit a complete project budget that accounts for (1) the expenditure of all funds awarded under this Grant Agreement: and (2) all other sources of funding, if necessary, to complete the project as described herein. If the Truro CPC determines that funds have been spent on goods or services not included in the Project Budget or otherwise not authorized under the CPA, the Recipient shall be responsible for repayment of such funds to the Truro CPC.

5. Reports. A construction schedule and list of deliverables will be agreed upon between the Community Preservation Committee representatives to the project and the project proponent at the inception of the project and will be submitted to the Committee and updated quarterly. Every six months until the Completion Date, the Recipient shall provide the Truro CPC with a written update on the progress toward completion of the Work. A Final Report, including digital photo documentation of the Project where appropriate, is due within 30 days after the Completion Date. The Final Report shall be to the satisfaction of the Truro CPC which approval shall not be unreasonably withheld. All documents including but not limited to photographs, videos, etc. submitted to the Truro CPC shall become the property of the Town of Truro and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.

6. Deed Restrictions. The Community Preservation Committee has imposed a requirement that the Historic Preservation deed restriction be executed in a form acceptable to the Town of Truro prior to disbursement of any funds under this grant to for the rehabilitation of the barn, farmhouse and studio. The project proponents/recipient signing this agreement warrants and represents that all parties involved on behalf of the Truro Center for the Arts at Castle Hill agree to the imposition of a historic preservation deed restriction in perpetuity.

7. Compliance with Laws and Agreement. Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c 44 B. Recipient also agrees to comply will all the requirements of the Grant Agreement.

8. Permits and Licenses. It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of the Grant.

9. No Liability of Town. By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Recipients agree to indemnify and defend the Town from all claims, suits or demands resulting from implementation of the Project.

10. Community Preservation Act Awareness. Upon completion of the Project, Recipient agrees to post, in an appropriate location, mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Town of Truro's Community Preservation Act revenues. Recipient also agrees to include similar references to the Community Preservation Committee in its written materials about the Project, including press releases, brochures, etc.

11. No Assignment. This grant Agreement may not be assigned by Recipient without prior written agreement by the Town of Truro.

12. Additional Conditions. The recipients of this grant have agreed to raise funds for the restoration of the historic buildings at Edgewood Farm, and to raise public awareness and use of the facility. The recipients understand and agree that this is a requirement of this grant, and that demonstrable progress toward public support of the project is a requirement for further or additional funding from CPA revenues.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the Town of Truro and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of Recipient.

Executed as of the date set forth above:

Truro Center for the Arts at Castle Hill

by its President

The Town of Truro

Town Administrator

Co-Chair, Truro CPC



**Truro Community Preservation Committee
PO Box 2030
Truro, MA 02666**

May 6, 2016

Susan Howe and Jim Summers
Truro Historical Society
P.O. Box 2030
Truro, MA 02652

Re: FY2017 Phase 1 Preservation and Restoration of the Highland House Museum

Dear Susan Howe and Jim Summers:

Congratulations to the Truro Conservation Trust on the award to the organization of Community Preservation Act funds (CPA funds). Your effort and cooperation during this year's project selection process helped secure approval at the Annual Town Meeting of the Community Preservation Committee's (CPC) spending recommendations, including an appropriation of \$168,200.00 for the first phase of the preservation and restoration of the Highland House Museum.

The Truro CPC requires that the enclosed Grant Agreement be fully executed by your organization and by the Town before the project can begin implementation. CPC members Richard Larkin and Bonnie Sollog have been assigned to monitoring and implementation of this project and will be responsible for authorizing disbursement of project funds upon submission of proper documentation by you.

Please contact Mary Rogers, the Community Preservation Coordinator, if you have any questions regarding this grant or its implementation. Thank you for working in partnership with the CPC to make a significant and lasting difference in our town.

Sincerely,

Deborah L. McCutcheon
Co-Chairperson of the
Community Preservation Committee

cc: Board of Selectmen
Town Administrator
Town Accountant

Town of Truro Community Preservation Act Grant Agreement

Agreement made this _____ day of _____ 2016, by and between the Town of Truro through its Community Preservation Committee (hereinafter "Truro CPC") with an address of 24 Town Hall Road, P. O. Box 2030, Truro, MA 02666 and Truro Historical Society (hereinafter "Recipient") with an address of 13 Town Hall Rd., Truro, MA 02666.

The purpose of this grant agreement is to implement the following grant award:

Project Name: Preservation of Highland House Museum

Project Description: Historic restoration of Highland House Museum and protection of historic artifacts

Project Location: 6 Highland Light Road, Truro, MA

This Grant Award is subject to the following terms and conditions:

1. Award. Subject to the terms of this Agreement, the Town of Truro agrees to award the recipient the amount of \$168,200.00 (One hundred, sixty-eight thousand dollars) for the above Project upon execution of this agreement. This amount was approved at the Truro Town Meeting April 26, 2016 as Warrant Article 8, Section 4, attached and incorporated herein.
2. Project Application. The Project Application submitted to the Truro CPC, as may be amended by conditions of the CPC upon award, is incorporated into this Grant agreement by reference.
3. Term. The term of this Grant Award is for no more than three years from the date of the Town's execution of this Grant Agreement (the "Commencement Date.") All of the work described in this Grant Agreement must be completed no later than three (3) years after the Commencement Date (the Completion Date"), unless the Truro CPC grants an extension for good cause shown. Funds not utilized for this Project must be released to the

Truro CPC and will be made available for future appropriation to other recipients.

4. Budget: Other Sources of Funding. Prior to the commencement of the Work, the Recipient shall submit a complete project budget that accounts for (1) the expenditure of all funds awarded under this Grant Agreement: and (2) all other sources of funding, if necessary, to complete the project as described herein. If the Truro CPC determines that funds have been spent on goods or services not included in the Project Budget or otherwise not authorized under the CPA, the Recipient shall be responsible for repayment of such funds to the Truro CPC.

5. Reports. A construction schedule and list of deliverables will be agreed upon between the Community Preservation Committee representatives to the project and the project proponent at the inception of the project and will be submitted to the Committee and updated quarterly. Every six months until the Completion Date, the Recipient shall provide the Truro CPC with a written update on the progress toward completion of the Work. A Final Report, including digital photo documentation of the Project where appropriate, is due within 30 days after the Completion Date. The Final Report shall be to the satisfaction of the Truro CPC which approval shall not be unreasonably withheld. All documents including but not limited to photographs, videos, etc. submitted to the Truro CPC shall become the property of the Town of Truro and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.

6. Lease Requirement. The Community Preservation Committee requires that a lease of at least 20 years be obtained from the National Park Service prior to further application for the expenditure of funds in excess of those required to ensure the protection of the Museum collection and to obtain the plans and specifications to rehabilitate the building as a Museum.

7. Compliance with Laws and Agreement. Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c 44 B. Recipient also agrees to comply will all the requirements of the Grant Agreement.

8. Permits and Licenses. It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of the Grant.

9. No Liability of Town. By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Recipients agree to indemnify and defend the Town from all claims, suits or demands resulting from implementation of the Project.

10. Community Preservation Act Awareness. Upon completion of the Project, Recipient agrees to post, in an appropriate location, mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Town of Truro's Community Preservation Act revenues. Recipient also agrees to include similar references to the Community Preservation Committee in its written materials about the Project, including press releases, brochures, etc.

11. No Assignment. This grant Agreement may not be assigned by Recipient without prior written agreement by the Town of Truro.

12. Additional Conditions. The Recipient agrees that the CPC requires ongoing fund raising to assist in the project cost, and that such ongoing effort is the responsibility of and will be conducted by the Truro Historical Society. The THS also understands and agrees that the active participation of the Truro community in THS planning, programs and governance is vital to success of the project and continuing public support for award of funding from the CPC.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the Town of Truro and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of Recipient.

Executed as of the date set forth above:

Truro Historical Society

by its President

The Town of Truro

Town Administrator

Co-Chair, Truro CPC



**Truro Community Preservation Committee
PO Box 2030
Truro, MA 02666**

May 6, 2016

John Marksbury and Jonna Sundberg
Friends of the Truro Meeting House, Inc.
P.O. Box 149
Truro, MA 02666

Re: FY2017 Restoration of the Paul Revere Foundry Bell

Dear John Marksbury and Jonna Sundberg:

Congratulations to the Friends of the Truro Meeting House on the award to the organization of Community Preservation funds (CPA funds). Your effort and cooperation during this year's project selection process helped secure approval at the Annual Town Meeting of the Community Preservation Committee's (CPC) spending recommendations, including an appropriation of \$48,600 for the restoration Paul Revere Foundry Bell of the Truro Meeting House.

The Truro CPC requires that the enclosed Grant Agreement be fully executed by your organization and by the Town before funds from this grant can be spent. CPC members Robert Lowe and Maureen Cronin have been assigned to on-going monitoring and implementation of this Project and will be responsible for authorizing disbursement of project funds upon submission of proper documentation by you.

Please contact Mary Rogers, Community Preservation Coordinator, if you have any questions regarding this grant or its implementation. Thank you for working in partnership with the CPC to make a significant and lasting difference in our town.

Sincerely,

Deborah L. McCutcheon
Co-Chairperson of the
Community Preservation Committee

cc: Board of Selectmen
Town Administrator
Town Accountant

Town of Truro Community Preservation Act Grant Agreement

Agreement made this _____ day of _____ 2016, by and between the Town of Truro through its Community Preservation Committee (hereinafter "Truro CPC") with an address of 24 Town Hall Road, P. O. Box 2030, Truro, MA 02666 and Friends of the Truro Congregational Meeting House, Inc. (hereinafter "Recipient") with an address of P.O. Box 149, Truro, MA 02666.

The purpose of this grant agreement is to implement the following grant award:

Project Name: Revere Foundry Bell of the Truro Meeting House

Project Description: Restoration of the Revere Foundry Bell

Project Location: 3 First Parish Lane, Truro, MA

This Grant Award is subject to the following terms and conditions:

1. Award. Subject to the terms of this Agreement, the Town of Truro agrees to award the recipient the amount of \$48,600.00 (Forty-eight thousand six hundred dollars) for the above Project upon execution of this agreement. This amount was approved at the Truro Town Meeting April 26, 2016, as Warrant Article 8, Section 2, attached and incorporated herein.
2. Project Application. The Project Application submitted to the Truro CPC, as may be amended by conditions of the CPC upon award, is incorporated into this Grant agreement by reference.
3. Term. The term of this Grant Award is for three (3) years from the date of the Town's execution of this Grant Agreement (the "Commencement Date.") All of the work described in this Grant Agreement must be completed no later than three (3) years after the Commencement Date (the Completion Date"), unless the Truro CPC grants an extension for good cause shown. Funds not utilized for this Project must be released to the Truro CPC and will be made available for future appropriation to other recipients.

4. Budget: Other Sources of Funding. Prior to the commencement of the Work, the Recipient shall submit a complete project budget that accounts for the expenditure of all funds awarded under this Grant Agreement. If the Truro CPC determines that funds have been spent on goods or services not included in the Project Budget or otherwise not authorized under the CPA, the Recipient shall be responsible for repayment of such funds to the Truro CPC.

5. Reports. Every six months until the Completion Date, the Recipient shall provide the Truro CPC with a written update on the progress toward completion of the Work. All documents including but not limited to photographs, videos, etc. submitted to the Truro CPC shall become the property of the Town of Truro and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.

6. Compliance with Laws and Agreement. Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c 44 B. Recipient also agrees to comply will all the requirements of the Grant Agreement.

7. Permits and Licenses. It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of the Grant.

8. No Liability of Town. By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Recipients agree to indemnify and defend the Town from all claims, suits or demands resulting from implementation of the Project.

9. Community Preservation Act Awareness. Upon completion of the Project, Recipient agrees to post, in an appropriate location, mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Town of Truro's Community Preservation Act revenues. Recipient also agrees to include similar references to the Community Preservation Committee in its written materials about the Project, including press releases, brochures, etc.

10. No Assignment. This grant Agreement may not be assigned by Recipient without prior written agreement by the Town of Truro.

11. Additional Conditions. The recipients of this grant, having formed a non-profit, charitable corporation for the purpose of raising funds for the restoration of the Truro Meeting House, agree to continue to raise public awareness and use of the facility.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the Town of Truro and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of Recipient.

Executed as of the date set forth above:

Friends of the Truro Meeting House

by its President

The Town of Truro

Town Administrator

Co-Chair, Truro CPC

2016 Town Meeting Warrant

ARTICLE 8

Section 2

Section Two: Restoration of the Revere Foundry Bell for the Truro Meeting House

To see if the Town will vote to appropriate the sum of forty-eight thousand six hundred dollars (\$48,600.00) from Projected Fiscal Year 2017 Community Preservation Act Surcharge Revenues to restore the Revere Foundry Bell at the Truro Congregational Meeting House, or take any other action relative thereto. *Requested by the Friends of the Truro Meeting House*

Finance Committee Recommendation: 3-0-0 in favor

Board of Selectmen Recommendation: 5-0-0 in favor

Community Preservation Committee Recommendation: 7-0-0 in favor

Comment: *This request is to provide funds for the restoration of the Truro Meeting House's rare Paul Revere Bell; cast by Paul Revere's foundry in 1828. This Revere bell has called our community to weddings and funerals, to celebrations of good times and to mourn together in sorrow. With this appropriation this bell will ring again to mark the 500th anniversary of the Pilgrims arrival, in Provincetown, and here at Pilgrim Spring and Corn Hill. This appropriation request also marks the end of the multi-year project to restore the Meeting House, one of the oldest buildings in Truro, and the end of a project which, in our opinion, exemplifies the best kind of community involvement in preservation. Several years ago Town Meeting first approved funds for this project, and each year since we have come back to town meeting to share our progress and request additional funds. We have funded this project in phases, annually expanding our work, starting with a grant to the Parish and then for several years with the Friends of the Truro Meeting House. Our meeting house is now a venue for summer entertainment and education, having held 14 events with 760 people attending in 2015, as well as for worship, and the Friends are now firmly established as a community group committed to on-going protection of this historic property. The end result has been well worth the work.*



**Truro Community Preservation Committee
PO Box 2030
Truro, MA 02666**

May 6, 2016

Carl Brotman
Truro Housing Authority
24 Town Hall Rd.
Truro, MA 02666

Re: FY2017 Truro Affordable Housing Technical Assistance

Dear Carl Brotman:

Congratulations to the Truro Housing Authority on the award to the organization of Community Preservation funds (CPA funds). Your effort and cooperation during this year's project selection process helped secure approval at the Annual Town Meeting of the Community Preservation Committee's (CPC) spending recommendations, including an appropriation of \$40,000 for consultant services for Affordable Housing.

The Truro CPC requires that the enclosed Grant Agreement be fully executed by your organization and by the Town before funds from this grant can be spent. CPC Co-Chair Mary Rose, as the Housing Authority Representative, and Lisa Tobia have been assigned to on-going monitoring and implementation of this Project and will be responsible for authorizing disbursement of project funds upon submission of proper documentation by you.

Please contact Mary Rogers, Community Preservation Coordinator, if you have any questions regarding this grant or its implementation. Thank you for working in partnership with the CPC to make a significant and lasting difference in our town.

Sincerely,

Deborah L. McCutcheon
Co-Chairperson of the
Community Preservation Committee

cc: Board of Selectmen
Town Administrator
Town Accountant

Town of Truro
Community Preservation Act Grant Agreement

Agreement made this _____ day of _____ 2016, by and between the Town of Truro through its Community Preservation Committee (hereinafter "Truro CPC") with an address of 24 Town Hall Road, P. O. Box 2030, Truro, MA 02666 and Truro Affordable Housing Authority (hereinafter "Recipient") with an address of 24 Town Hall Road, P. O. Box 2030, Truro, MA 02666.

The purpose of this grant agreement is to implement the following grant award:

Project Name: Truro Affordable Housing Technical Assistance

Project Description: Hiring technical consultant(s)

Project Location: Truro, MA

This Grant Award is subject to the following terms and conditions:

1. Award. Subject to the terms of this Agreement, the Town of Truro agrees to award the recipient the amount of \$40,000.00 (Forty thousand dollars) for the above Project upon execution of this agreement. This amount was approved at the Truro Town Meeting April 26, 2016 as Warrant Article 8- Section 5, attached and incorporated herein.
2. Project Application. The Project Application submitted to the Truro CPC, as may be amended by conditions of the CPC upon award, is incorporated into this Grant agreement by reference.
3. Term. The funds awarded by this grant agreement should be fully utilized within a year after the Commencement date. Funds not utilized for this Project must be released to the Truro CPC and will be made available for future appropriation to other recipients.
4. Budget: Other Sources of Funding. Prior to the commencement of the Work, the Recipient shall submit a complete project budget that accounts for

the expenditure of all funds awarded under this Grant Agreement and awarded by other communities to be held in conjunction with.

If the Truro CPC determines that funds have been spent on goods or services not authorized under the CPA, the Recipient shall be responsible for repayment of such funds to the Truro CPC.

5. Reports. Before November 1, 2016 recipient will meet with CPC to discuss progress under this grant and present further application for additional funds.

7. Compliance with Laws and Agreement. Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c 44 B. Recipient also agrees to comply will all the requirements of the Grant Agreement.

8. Permits and Licenses. Intentionally omitted.

9. No Liability of Town. By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Recipients agree to indemnify and defend the Town from all claims, suits or demands resulting from implementation of the Project.

10. No Assignment. This grant Agreement may not be assigned by Recipient without prior written agreement by the Town of Truro.

12. Additional Conditions. Intentionally omitted.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the Town of Truro and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of Recipient.

Executed as of the date set forth above:

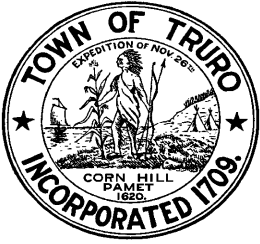
Truro Housing authority

by its President

The Town of Truro

Town Administrator

Co-Chair, Truro CPC



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: June 14, 2016

ITEM: Approval of 2016 Seasonal License

EXPLANATION: There is a 2016 seasonal license application from The Local Scoop of Orleans for their ice cream truck at the Truro Farmers' Market and supporting documentation under the authority of the Board of Selectmen as Local Licensing Authorities. There were no reported issues with this establishment in 2015 at the Truro Farmers' Market. A temporary license was issued for the first day of the Market (June 13th). They will be offering Crepes and Smoothies at the Market. Should you approve this license, the license 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 130 § 13 | Hawker Peddler License (Mobil Food Truck) | Mary DeBartolo dba The Local Scoop Ice Cream Truck Location: Truro Farmers' Market |

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

SUGGESTED ACTION: *MOTION TO approve 2016 seasonal Hawker Peddler license for: The Local Scoop upon compliance with all regulations and receipt of the necessary documents and fees.*

ATTACHMENTS:

1. Business Application for 2016/The Local Scope



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 checked="" type="checkbox"/> New Application | <input type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i> | <input type="checkbox"/> Annual License |
| <input 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: (1) Per Week |
| <input type="checkbox"/> Manager Change | <input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i> | Opening Date: June 13th |
| <input type="checkbox"/> Location Change | <input type="checkbox"/> Innholder | Closing Date: Sept 4th |
| <input type="checkbox"/> Seasonal to Annual | <input type="checkbox"/> Taxicabs | Hours 8:00 AM 12:30 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 Mary DeBartolo

Name of Business/Corporation/Partnership The Local Scoop

Business Location 34 Route 6A Orleans MA - Truro Farmers Market and Ag Fair Request
Truro Street Address

Mailing Address of Business 34 Route 6A Orleans MA

Please use preferred mailing address for any Town Correspondence

Business Contact Information Mary DeBartolo [REDACTED] thelocalscoopcapecod@gmail.com

Business Number/Cell Number/Email Address

Name of Manager Mary DeBartolo

Please Print

Manager Contact Information



Cell Number/Email Address

Manager's Mailing Address 34 Route 6A Orleans MA

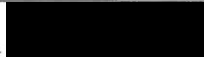
FEIN Business Number



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.

Mary DeBartolo

Print Name

Mary DeBartolo

Digitally signed by Mary DeBartolo
Date: 2016.05.19 14:22:39 -04'00'

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: The Local Scoop

Address: 34 Route 6A

City/State/Zip: Orleans MA 02653 Phone #: [REDACTED]

| | |
|--|---|
| <p>Are you an employer? Check the appropriate box:</p> <p>1. <input checked="" type="checkbox"/> I am an employer with <u>12</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 checked="" 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: The Hartford

Insurer's Address: One Hartford Plaza

City/State/Zip: Hartford CT 06155

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 6/20/2017

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: _____

Phone #: 508-255-0101

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 #: _____

18 (Policy Provisions: WC 00 00 00 B)

38

DS

WEG

INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number:

14974

Company Code: 7

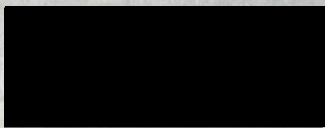


02662

*1500276DS38180101



POLICY NUMBER:



Previous Policy Number:

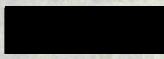
HOUSING CODE: 76

| Suffix | |
|--------|---------|
| PLANS | RENEWAL |
| | 04 |

- Named Insured and Mailing Address:** VISIONCRAFT INC
(No., Street, Town, State, Zip Code)

(SEE ENDT)

FEIN Number:



34 RT 6A
ORLEANS, MA 02653

State Identification Number(s):

UIN:

The Named Insured is: CORPORATION

Business of Named Insured: ICE CREAM STORE

Other workplaces not shown above: 34 RT 6A

ORLEANS MA 02653

- Policy Period:** From 06/20/16 To 06/20/17
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

PO BOX 33015
SAN ANTONIO, TX 78265

Producer's Code: 210705

Issuing Office: THE HARTFORD
3600 WISEMAN BLVD.

SAN ANTONIO TX 78251
(877) 287-1312

Total Estimated Annual Premium: \$1,956

Deposit Premium:

Policy Minimum Premium: \$232 MA

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Suean S. Castaneda*
Authorized Representative

05/08/16
Date



SUBMIT COMPLETED FORM TO THE BOARD OF HEALTH
Town of Truro

Farmers Market Retail Food Permit Application

PART I - TO BE FILLED IN BY APPLICANT

Applicant: (check one) New Renewal Date: 5-16-16 FEE: \$10.00

Name of Business: The LOCAL SCOOP

Address: 34 Route 6A ORLEANS MA 02653

Authorized Representative Name: MARY DEBARTOLO

or Contact Address: 30 Champlain Road ORLEANS MA 02653

Telephone Days: [REDACTED] Evenings: [REDACTED]

Fax: [REDACTED] email: thelocalcoopape@aol.com

FOODS TO BE SOLD/SERVED AT FARMERS MARKET

- Packaged Baked Goods (breads, pies, cookies, cakes and confectionaries). Cream filled pastries, cheese cake or custard type pastries prohibited.
- Seed sprouts
- Jams or Jellies
- Shellfish: Lobster, Crab, Oysters, Clams
- Finfish
- Vinegar with or without herbs
- Dairy: Milk or milk products such as cheese.
- Meat or Poultry (processed in a federal/state licensed inspected facility)
- Other: CREPES

PART A: FOOD SAMPLING/COOKING DEMONSTRATIONS

| FOOD | Cut/Assemble | Method of Cooking | Cold Holding | Hot Holding | Portion |
|-------------|-----------------------|-------------------|--------------|-------------|----------------------|
| 1 CREPES | AT COMMERCIAL KITCHEN | CREPE MACHINE | REFRIDGE | NA | SINGLE |
| 2 SMOOTHIES | AT COMMERCIAL KITCHEN | NONE | REFRIDGE | NA | SINGLE / PREPACKAGED |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |

PART B:

BASE OF OPERATION

- Foods prepared/processed at a Truro licensed facility. Name of licensed facility: _____
- Foods prepared/processed outside Truro. Please attach a copy of your state or local food processing facility license, food establishment permit, food manufacturing license or residential kitchen permit and copy of your most recent inspection report. **ATTACHED**

I agree to any conditions specified by the Board of Health, Board of Health Farmer's Market Policy, 105 CMR 590.000 Minimum Sanitation Standards for Food Establishments - Chapter X, and the Federal 1999 Food Code.

PLEASE ATTACH COPY OF YOUR FOOD MANAGER CERTIFICATION AND ALLERGY AWARENESS TRAINING CERTIFICATE WITH THIS APPLICATION

Mary DeBartolo
APPLICANT'S SIGNATURE

5-10-16
DATE

PART II - MARKET MANAGER APPROVAL

As the Market Manager for the Truro Farmer's Market, I have authorized the applicant to participate as a vendor.

Market Manager Signature

Date

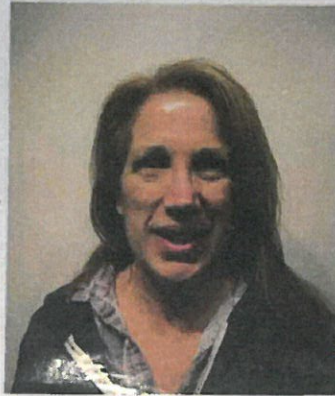
PART III - TO BE FILLED IN BY AUTHORIZED TOWN AGENT

Board of Health Comments or Conditions:

Approved ____ Not Approved ____

BOH or Health Agent

Date



PERMITTING AUTHORITY USE ONLY

Permit Number: A24

Date Issued: 3/7/2016

Expiration Date: 12/31/2016

ICE CREAM TRUCK VENDING PERMIT

| | |
|-------------------|--|
| Name of Vendor | Address of Vendor |
| Mary E. Debartolo | 30 Champlain Road Orleans, Ma 02653 |

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

SPECIAL STATE LICENSE
Hawker or Pedler

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

No **122701 A**

Fee: \$60.00
Display \$2.00

Licensee: Mary Debartolo
30 Champlain Rd
Orleans, MA 02653



The Commonwealth of Massachusetts
DIVISION OF STANDARDS
ONE ASHBURTON PLACE, BOSTON

Expires: ..5/.1.1./2017.....

Date of Birth: [REDACTED].....

Date ..05/.12./2016.....

*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 of Charles A. Conner]

Director of Standards

[Handwritten signature of Mary Debartolo]
Signature of Licensee

THIS LICENSE IS NOT TRANSFERABLE



COMMONWEALTH OF MASSACHUSETTS

Town of Orleans

Board of Health

The Local Scoop

NAME

34 RT 6A

ADDRESS

IS HEREBY GRANTED A RETAIL FOOD

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires December 31, 2016 unless sooner suspended or revoked.

Am Samana
Joseph A. DiBruzzi Board of Health
Paul W. Thota
Robert J. Clavel Health Agent

NUMBER
BHP-2015-0452

FEE
\$100.00

DATE ISSUED
January 01, 2016



COMMONWEALTH OF MASSACHUSETTS

Town of Orleans

Board of Health

The Local Scoop

NAME

34 RT 6A

ADDRESS

IS HEREBY GRANTED A FOOD SERVICE 1

(0-49 Seats)

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires December 31, 2016 unless sooner suspended or revoked.

Am Samana
Joseph A. DiBruzzi Board of Health
Paul W. Thota
Robert J. Clavel Health Agent

NUMBER
BHP-2015-0451

FEE
\$125.00

DATE ISSUED
January 01, 2016



COMMONWEALTH OF MASSACHUSETTS

Town of Orleans

Board of Health

The Local Scoop

NAME

NUMBER

BHP-2015-0456

FEE

\$75.00

DATE ISSUED

January 01, 2016

34 RT 6A

ADDRESS

IS HEREBY GRANTED A Mobile Foodservice Truck

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires December 31, 2016 unless sooner suspended or revoked.

*Am Sam...
Joseph A. DiBregille
Dan W. Thota
Robert F. Lavelle*

Board of Health

Health Agent



COMMONWEALTH OF MASSACHUSETTS

Town of Orleans

Board of Health

The Local Scoop

NAME

NUMBER

BHP-2015-0455

FEE

\$75.00

DATE ISSUED

January 01, 2016

34 RT 6A

ADDRESS

IS HEREBY GRANTED A Mobile Foodservice Cart

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires December 31, 2016 unless sooner suspended or revoked.

*Am Sam...
Joseph A. DiBregille
Dan W. Thota
Robert F. Lavelle*

Board of Health

Health Agent



COMMONWEALTH OF MASSACHUSETTS

Town of Orleans

Board of Health

The Local Scoop

NAME

34 RT 6A

ADDRESS

IS HEREBY GRANTED A Frozen Dessert Manufacturer

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires December 31, 2016 unless sooner suspended or revoked.

Am Samma
Joseph A. DiBregida Board of Health
Paul W. Thota
Robin F. Laurel Health Agent

NUMBER
BHP-2015-0454

FEE
\$50.00

DATE ISSUED
January 01, 2016



COMMONWEALTH OF MASSACHUSETTS

Town of Orleans

Board of Health

The Local Scoop

NAME

34 RT 6A

ADDRESS

IS HEREBY GRANTED A Frozen Dessert Wholesale

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires December 31, 2016 unless sooner suspended or revoked.

Am Samma
Joseph A. DiBregida Board of Health
Paul W. Thota
Robin F. Laurel Health Agent

NUMBER
BHP-2015-0453

FEE
\$50.00

DATE ISSUED
January 01, 2016



COMMONWEALTH OF MASSACHUSETTS

Town of Orleans

Licensing Board

Vision Craft Inc.

DBA: The Local Scoop

NAME

NUMBER

LN-2016-0091

FEE

\$50.00

DATE ISSUED

December 02, 2015

34 RT 6A

ADDRESS

IS HEREBY GRANTED A Common Victualler

This permit is granted in conformity with the Statutes and ordinances relating thereto, and
expires December 31, 2016 unless sooner suspended or revoked.

NOTES: 12 noon - 9:00 p.m.
7 days a week (off season)

HOURS ACTIVE: 11:00 a.m. - 11:00 p.m.
7 days a week (in season)

Eric McNeill
David M. Dwyer
Jan R. Dwyer
Alan W. Murray

Licensing
Board



Truro Educational Farmers Market : 2016 Vendor Registration Form, p.1 of 2

Vendor & Farm Name: THE LOCAL SCOOP
Physical Address: 34 ROUTE 6A ORLEANS, MA 02653
Mailing Address: SAME
Website: THELOCALSCOOPCAPELOD @ GMAIL.COM
Phone & email: 508-255-0101 THELOCALSCOOPCAPELOD @ GMAIL.COM



1. Check ONE vendor category (majority of products by volume during peak season of June - Sept.):

- Produce (raw, edible food including seafood)
- Horticultural products (potted plants, fresh and dried flowers)
- Processed food

2. Crop/goods list: CREPES & FRUIT SMOOTHIES

(attach extra paper or use back of this sheet if needed)

3. Please provide product liability insurance if you carry it (highly recommended but not required to vend):

Insurer: ROBERT GRAY ALORD Policy #: [REDACTED]
GUARD INS. Please list Sustainable CAPE and the Town of Truro as co-insured.

4. I would like to be a part of the Truro Agricultural Fair on SUNDAY, SEPT. 4, 2016. Yes No
As we have raised funds since 2009 via a giant community bake sale, we regret that we do not have baked goods vendors at the fair.

5. Check all applicable (see forms at SustainableCAPE.org): I am a returning vendor

- I've read the Truro Board of Health's Farmers' Market Policy & Conditions for Food Vendors
- I've attached the Board of Health's Whole Farm Product Registration Form &/or Retail Food Permit
(NOTE- Retail Permit: include \$10 fee payable to the Town of Truro, new vendors appear before the Board)
- Full-time Vendor Fee \$150 per season per space (2 spaces max.), attach to register
- Part-time Vendor Fee \$20.00 per Monday- attach first payment to register with this document
- Tabletop Vendor Fee \$10.00 per Monday (not more than \$125 in sales)- attach to register
- I am certified to accept WIC & Sr Discount Coupons. (Contact David Webber at 617-626-1754 for more info)

Vendor Fee payable to Sustainable CAPE with "TFM Vend Fee" in subject line. Deposited upon acceptance.

I agree as a vendor or occasional vendor to release, hold harmless and/or indemnify Sustainable CAPE's Board of Directors, its employees, the Market Manager, and all other vendors, from all claims, demands, and liabilities, arising out of the operation of the market and the use and occupation of the Market premises by the vendors or invitees to the Market and/or Sustainable Cape's Board of Directors and the Market Manager at any time hereafter, including any claim for personal injury or property damage caused by negligence of the released parties, but excluding any action based on intentional tort.

I have read and will abide by the Farmers' Market Vendor Safety Protocol rules in the Handbook. I understand that individual product liability is my responsibility. I thus release the Truro Educational Farmers' Market, Sustainable CAPE and its Directors & employees and the Town of Truro from all liability due to my actions, my property and my products at the market.

I have read the Truro Farmers' Market Handbook in its entirety and agree to be bound by the terms contained therein and above. I understand I cannot sell anything at the market except the food I have outlined above.

Signature: May DeBartolo Date: 5-15-16



Truro Educational Farmers Market: 2016 Vendor Registration Form, p.2 of 2

FILL OUT EVERY YEAR, even for returning vendors. Fulltime vendors only, Part-time / Tabletop vendors please use for reference to create your own materials for display.

Vendor & Farm Name: The Local Scoop
Website: thelocalscoopcapecod@gmail.com
Phone & email: 508-255-0601 thelocalscoopcapecod@gmail.com

Education Board Information:

I. TOP Half of Education Board: Vendor Information (i.e. the farm/farmer info & picture)

Check ONE: No change necessary to my vendor information as I am a returning vendor. (Ideally it stays the same each year. Skip to # II.)
 I am a new full-time vendor and do not have an Ed Board yet.
 I'm a part-time/tabletop vendor. I will create my own ed display for the market.
 My Ed Board vendor info needs updating (If you've moved/ changed names / etc.)
How? _____

II. BOTTOM Half of Ed Board: "Did You Know?" (New info EVERY YEAR so we may continue to educate!)

Note: In this short education we include 2 points: (#1) A clear link to one of your products, methods or place of business tied to (#2) something each consumer can learn and incorporate into their lives to make the world more sustainable.

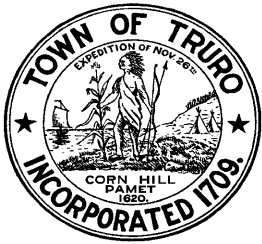
Example: "Vegetables need health soil to grow. You can compost your leftover fruits and vegetables and improve the health of your soil easily at home! Just google 'Composting 101' to start!" OR "Because sea salt is made from seawater, it's important that the ocean stays clean. Each of us can take care of our beaches and ocean by cleaning up after ourselves, picking up trash, and participating in local beach cleanups."



• What are some unique things you can tell us about your methods or product?: We use locally purchased ingredients. "A LOCAL DELIGHT IN EVERY BITE"

• Can you describe sustainable practices that you use?: We invest our money buying local ingredients, to support our local economy. Plus local food tastes better, and does not have to travel

• Can you think of some things a customer could do to preserve the environment that supports your product?: Yes - shop locally, support our efforts, and those of our suppliers. Be a "co-producer"



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of Anne Bernays Kaplan, 14 Sturdy Way

REQUESTED MEETING DATE: June 14, 2016

ITEM: Gift of a Tree for Snow's Park with Memorial Plaque

EXPLANATION: Anne Burnays Kaplan would like to donate a tree to Snow's Park in memory of her husband Justin Kaplan with a memorial plaque. The Conservation Commission reviewed the Administrative Review Permit on June 6th but the item was continued until the June 22nd meeting after the approval of the Board of Selectmen. The DPW will be assisting with the planting and maintenance of the tree.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will not be a gift of a tree in memory of Mr. Kaplan.

SUGGESTED ACTION: *MOTION TO approve the gift of a tree in Justin Kaplan's Memory with a memorial plaque.*

ATTACHMENTS:

1. Email Request from Anne Burnays Kaplan 5/16/2016
2. Administrative Review Permit for Conservation Commission 5/24/2016
3. Comments from Department Heads (DPW, Recreation and Conservation Commission)

You forwarded this message on 5/16/2016 1:28 PM.

From: Anne Bernays [REDACTED]
To: Nicole Tudor
Cc:
Subject: Re: Gift of a Tree

Sent: Mon 5/16/2016 10:09 AM

Dear Ms. Tudor,

My husband, Justin Kaplan, and I played croquet every Sunday during the Summer with a group of friends on the green across from Jams.

One of the people in our group was Betsy Brown, a lovely woman, who planted a tree (I think it's fruit but can't be sure) at the edge of the green and had a plaque placed in the soil close to the tree in fond memory of her husband, Thomas Brown.

Justin died in 2013. My three daughters and I would like to do for Justin what Betsy did for her husband.

Will you let me know if this is possible? We can't think of anything he would have appreciated more.

Just for the record, we have owned property in Truro since 1968. My house is at 14 Sturdy Way.

Thank you for your attention and, I hope, your support.

Sincerely,
Anne Bernays Kaplan

MAY 24 2016



TOWN OF TRURO Conservation Commission

24 Town Hall Road
P.O. Box 2030, Truro MA 02666
Tel: 508-349-7004, Ext. 31 Fax: 508-349-5508

APPLICATION FOR ADMINISTRATIVE REVIEW PERMIT

Applicant Name: Anne B. Kaplan Telephone 617-543-9452

Owner Name: Anne B. Kaplan Telephone " "

(If the applicant is not the owner of the property, written consent to the work MUST be attached to this Application.)

Address of subject property: Town green
Map: _____ Parcel: _____

Description of Proposed Work:

Tree to be planted on edge of Town Green

Proximity to Resource Areas:

Does the project meet ALL of the criteria set forth in 5-3 A and 5-3 B? No

Anne B. Kaplan
(Signature of Applicant)

May 18, 2016
(Date)

NOTE: USE OF TOWN OWNED PROPERTY FOR BEACH ACCESS OR STAGING OF CONSTRUCTION MATERIALS REQUIRES A PERMIT ISSUED BY THE BOARD OF SELECTMEN

FOR OFFICE USE ONLY:

Agent's Comments _____

Site Inspection Date: _____ Application Approved: Yes No

Conservation Commission Review: Meeting Date: _____ Permit Approved: Yes No

Conditions: _____

Signature of Commission Chair or Designee: _____ Date: _____

If issued, a copy of this Permit must be available at the project site while performing any work pursuant to this Permit. Permit is valid for 30 days of issuance. Rev 12/12

Nicole Tudor

From: Kelly Clark
Sent: Monday, May 16, 2016 1:36 PM
To: Nicole Tudor; Jason Norton; Emily Beebe
Cc: Noelle Scoullar
Subject: RE: Gift of a Tree

Hi Nicole,

The Rec & Beach Department rarely schedules for Truro Center parks, with the exception of a few summer yoga or Zumba classes. With those classes in mind, I would say as long as the tree wasn't right in the middle of the space, that wouldn't be a problem.

I think Emily and Jay could probably speak better to any concerns about fruit trees and the insects they might attract or any maintenance issues. From the point of view of the Rec & Beach Department though, only placement would be a concern!

Kelly

From: Nicole Tudor
Sent: Monday, May 16, 2016 1:27 PM
To: Jason Norton <1Norton@truro-ma.gov>; Kelly Clark <ksclark@truro-ma.gov>; Emily Beebe <EBeeBe@truro-ma.gov>
Cc: Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: FW: Gift of a Tree

Hello Kelly, Emily and jay,

Below please find an email from Anne Kaplan of 14 Sturdy Way.

She had called inquiring about donating a tree to Snow's Park at Truro Center in honor of her late husband with a small name plaque.

Before submitting to the Board of Selectmen, please advise on your department's concerns, comments, or requests that you feel will assist the Board of Selectmen with this request.

Please let me know if you have any additional questions for Anne regarding her donation.

Thank you for your time.

Nicole

Nicole Tudor
Executive Assistant
Selectmen's Office
Truro Town Hall

Nicole Tudor

From: Emily Beebe
Sent: Tuesday, May 17, 2016 11:25 AM
To: Nicole Tudor
Subject: RE: Gift of a Tree
Attachments: Truro Admin Review regs.docx; Truro Administrative Review- application.pdf; cooperative extension-Conservation Plant list.pdf

Hi Nicole,

This area is within the Commissions jurisdiction; provided it is approved by the Board of Selectmen, we will require the applicant to file an administrative request form, and specify the type of native tree they would wish to see planted. Attached is the required application form and accompanying regulations —in case Ann has questions. Also attached is a native plant list.

I am available to talk to her about the Conservation requirements anytime.

Many Thanks,

Emily

From: Nicole Tudor
Sent: Monday, May 16, 2016 1:27 PM
To: Jason Norton; Kelly Clark; Emily Beebe
Cc: Noelle Scoullar
Subject: FW: Gift of a Tree

Hello Kelly, Emily and Jay,

Below please find an email from Anne Kaplan of 14 Sturdy Way.

She had called inquiring about donating a tree to Snow's Park at Truro Center in honor of her late husband with a small name plaque.

Before submitting to the Board of Selectmen, please advise on your department's concerns, comments, or requests that you feel will assist the Board of Selectmen with this request.

Please let me know if you have any additional questions for Anne regarding her donation.

Thank you for your time.

Nicole

Nicole Tudor
Executive Assistant
Selectmen's Office
Truro Town Hall
24 Town Hall Rd
PO Box 2030
Truro, MA 02666

Nicole Tudor

From: Jason Norton
Sent: Monday, May 16, 2016 2:48 PM
To: Nicole Tudor; Kelly Clark; Emily Beebe
Cc: Noelle Scoullar
Subject: RE: Gift of a Tree

I think placement would be my only question. So I would request coordination prior to planting.

Sincerely,

Jay

Jason R. Norton, Director
Department of Public Works
Town of Truro, MA
Phone: 508-349-2140
Fax: 508-349-3982
PO Box 2030
Truro, MA 02666

From: Nicole Tudor
Sent: Monday, May 16, 2016 1:27 PM
To: Jason Norton <JNortonPtruro-ma.gov>; Kelly Clark <ksclarkPtruro-ma.gov>; Emily Beebe <EBeeBe@truro-ma.gov>
Cc: Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: FW: Gift of a Tree

Hello Kelly, Emily and Jay,

Below please find an email from Anne Kaplan of 14 Sturdy Way.

She had called inquiring about donating a tree to Snow's Park at Truro Center in honor of her late husband with a small name plaque.

Before submitting to the Board of Selectmen, please advise on your department's concerns, comments, or requests that you feel will assist the Board of Selectmen with this request.

Please let me know if you have any additional questions for Anne regarding her donation.

Thank you for your time.

Nicole

Nicole Tudor
Executive Assistant



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Truro Public Library

REQUESTOR: Tricia Ford, Library Director

REQUESTED MEETING DATE: June 14, 2016

ITEM: Declaration of surplus furniture

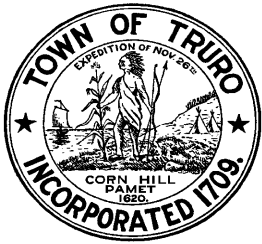
EXPLANATION: The Library currently has some extra metal shelving which impedes fire safety. Director Ford would like these shelves declared surplus in order to offer them to other libraries and then send the remaining unclaimed shelving to the Transfer Station's metal pile. Enough shelving will be kept in order to use for potential repair. Shelving has been stored under the library stairs and is blocking use of that area as a place of refuge in a fire or other emergency.

FINANCIAL SOURCE (IF APPLICABLE): n/a

IMPACT IF NOT APPROVED: The Truro Public Library will have to find some place to store the extra shelving in order to not impede fire safety.

SUGGESTED ACTION: *Motion to approve the library's request to declare shelving as surplus.*

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 14, 2016

ITEM: Reappointments of Board/Committee/Commission Members

EXPLANATION: The following individuals wish to be reappointed to the Board or Committee on which they currently serve:

- Tracey Rose to the Water Resources Oversight Committee for the term 6/30/2016-6/30/2019.
- Richard Marr as Alternate to the Recreation Commission for the term 6/30/2016-6/30/2017.
- David Kirchner to the Historical Review Board for the term 6/30/2016-6/30/2019.
- Nick Brown to the Shellfish Advisory Committee for the term 6/30/2016-6/30/2019.
- Steve Wisbauer as an Alternate to the Shellfish Advisory Committee for the term 6/30/2016-6/30/2017.
- Parker Small as an Alternate to the Shellfish Advisory Committee for the term 6/30/2016-6/30/2017.
- Chuck Steinman to the Historical Commission and to the Historical Review Board, as a member of the Historical Commission, for the term 6/30/2016-6/30/2019.
- Bob Higgins-Steele as an Alternate to the Energy Committee for the term 6/30/2016-6/30/2017.
- Martin Thomas to the Human Services Committee for the term 6/30/2016-6/30/2019.

The attached check list provides information regarding each individual's compliance with appointment requirements

IMPACT IF NOT APPROVED: Applicants will not be able to participate on their respective Committee or Board.

SUGGESTED ACTION: *MOTION TO appoint the applicants as noted above to serve on their respective boards/committees.*

ATTACHMENTS

1. Reappointment checklist



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Office of the Board of Selectmen

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

Committees/Commissions/Board Members Seeking Reappointment

Committee/Commission/Board Name: **Water Resources Oversight Committee**

Committee/Commission/Board Member Name: **Tracey Rose**

Length of term: **3 Year Term**

Chair's endorsement of reappointment

Standards of Professional Conduct signed

On-Line Ethics Training Completed *Certificates good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Committee/Commission/Board Name: **Recreation Commission**

Committee/Commission/Board Member Name: **Richard Marr**

Length of term: **1 year (Alternate)**

Chair's endorsement of reappointment

Standards of Professional Conduct signed

On-Line Ethics Training Completed *Certificates good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Committee/Commission/Board Name: **Historical Review Board**

Committee/Commission/Board Member Name: **David Kirchner**

Length of term: **3 Year Term**

Chair's endorsement of reappointment

Standards of Professional Conduct signed

On-Line Ethics Training Completed *Certificates good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Committee/Commission/Board Name: **Shellfish Advisory Committee**

Committee/Commission/Board Member Name: **Nick Brown**

Length of term: **3 Year Term**

Chair's endorsement of reappointment

Standards of Professional Conduct signed

On-Line Ethics Training Completed *Certificates good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Committee/Commission/Board Name: **Shellfish Advisory Committee**

Committee/Commission/Board Member Name: **Steve Wisbauer**

Length of term: **1 Year (Alternate)**

Chair's endorsement of reappointment

Standards of Professional Conduct signed

On-Line Ethics Training Completed *Certificates good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Committee/Commission/Board Name: **Shellfish Advisory Committee**

Committee/Commission/Board Member Name: **Parker Small**

Length of term: **1 Year (Alternate)**

Chair's endorsement of reappointment

Standards of Professional Conduct signed

On-Line Ethics Training Completed *Certificates good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Committee/Commission/Board Name: **Historical Review Board** - *As Member of Historical Commission*

Committee/Commission/Board Member Name: **Chuck Steinman**

Length of term: **3 Year Term**

Chair's endorsement of reappointment

Standards of Professional Conduct signed

On-Line Ethics Training Completed *Certificates good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Committee/Commission/Board Name: **Historical Review Commission**

Committee/Commission/Board Member Name: **Chuck Steinman**

Length of term: **3 Year Term**

Chair's endorsement of reappointment

Standards of Professional Conduct signed

On-Line Ethics Training Completed Certificates *good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Committee/Commission/Board Name: **Energy Committee**

Committee/Commission/Board Member Name: **Bob Higgins-Steele**

Length of term: **1 Year (Alternate)**

Chair's endorsement of reappointment

Standards of Professional Conduct signed

On-Line Ethics Training Completed Certificates *good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Committee/Commission/Board Name: **Human Services Committee**

Committee/Commission/Board Member Name: **Martin Thomas**

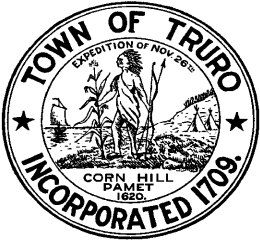
Length of term: **3 Year Term**

Chair's endorsement of reappointment

Standards of Professional Conduct signed

On-Line Ethics Training Completed Certificates *good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 14, 2016

ITEM: Reappointments of Town Staff

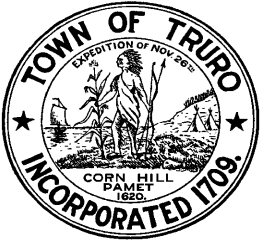
EXPLANATION: The following Town staff are up for reappointments, which the Board of Selectmen regularly approve; Rae Ann Palmer (Town Manager-3-year term), Patricia Pajaron (Representative to Cape Cod Water Protection Collaborative-2-year term), Susan Joseph (Registrar of Voters-3-year term), Susan Travers (Alternate Representative Cape Cod Regional Transit Authority-3-year term).

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: We will not have representation at the Cape Cod Water Protection Collaborative or the Cape Cod Regional Transit Authority, we will be short one Registrar of Voters, and the Town Manager will not be sworn in to her position.

SUGGESTED ACTION: *MOTION TO approve the reappointments for Rae Ann Palmer, Patricia Pajaron, Susan Joseph, and Susan Travers.*

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Department of Public Works

REQUESTOR: Jay Norton, Director

REQUESTED MEETING DATE: 6/14/16

ITEM: Pamet River Valley Unmanned aircraft system (UAS) flyover

EXPLANATION: The Town of Truro is updating their Hazard Mitigation Plan in collaboration with the Cape Cod Commission and with grant funding from FEMA. As part of this planning process, the Town will gather aerial imagery of the Pamet River from East to West to document current coastal change. The small UAS will capture oblique images of the coastline and video of the river system. There will also be an opportunity to create high resolution maps using the small UAS to better document changes in the river system. Airshark, a certified commercial operator, will fly the UAS with a certified FAA pilot and visual observer. The small UAS will be flown at 200-400 feet above ground and operations will have the required authorizations from the FAA, NPS, State and Local entities before the flight. The UAS will be flown over the river and personnel will have signs, radios and safety vests during the flight.

FINANCIAL SOURCE (IF APPLICABLE): This project will be funded through the Cape Cod Commission

IMPACT IF NOT APPROVED: The Town will not obtain high resolution photos and data of the Pamet River system that would be useful for the ongoing study of the area.

SUGGESTED ACTION: MOTION TO: *Authorize the Board of Selectmen to endorse the UAS flyover in the Pamet River Valley system.*

ATTACHMENTS: None

DRAFT

**Truro Board of Selectmen
Meeting, May 11, 2016
Town Hall Meeting Room**

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

Present: Acting Town Administrator/Town Accountant Trudi Brazil

Chair Paul Wisotzky called the meeting to order at 5:00 p.m. Both he and Robert Weinstein praised the voters for a good turn-out at the elections and thanked them for returning them to their position on the Board of Selectmen.

BOARD OF SELECTMEN ACTION

Election of Board of Selectmen Officers

Jay Coburn moved the election of Paul Wisotzky as Chair. Robert Weinstein seconded, and the motion carried 4-0-1.

Paul Wisotzky moved to nominate Janet Worthington as Vice-chair. Maureen Burgess seconded, and the motion carried 5-0.

Maureen Burgess moved to nominate Jay Coburn as Clerk. Robert Weinstein seconded, and the motion carried 5-0.

Selectmen Liaison Assignments

The Liaison Policy was included in the packet for the meeting and will be redistributed to the various boards and committees. Members of the Board discussed possible changes in liaison assignments and communication channels with the Fire Chief, who now reports to the Town Manager. Some committees have dissolved. Revitalizing them could be a FY17 goal. Everyone on the Board was willing to continue with their liaison assignments.

FY17 Goals Discussion

Jay Coburn had developed a plan to help review, refine and affirm the goals and objectives. The Board first affirmed the values. Next they determined that the five goal categories still pertained. The third step was to review for goals accomplished or uncompleted and to establish new goals and objectives. They set times also for the accomplishment of some goals, and members agreed to revise many of the specific items for Town Services, Fiscal Management, Public Safety, Community Sustainability and Community Engagement & Governance.

Discussion of Year-To-Date Expenditures

Town Accountant Trudi Brazil had prepared the Third Quarter Expenditures Report, grouped by departments. She said at three quarters of the way through the year, the Town is just under 60% of full budget expenditure. The School Budget, however, does not expire on June 30 at the end of the Fiscal Year, she said. She discussed Worker's Compensation claims that had increased the premium more than she had anticipated. She answered questions on risk management, and unused expenses from committees.

CONSENT AGENDA

The Consent Agenda contained the following:

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); and

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

Maureen Burgess requested the removal of the Adventure Bound Camping Resort at Hortons (Transient Vendor).

Jay Coburn moved to approve the Consent Agenda with the exception of the Transient Vendor for Adventure Bound Camping Resort at Hortons. Maureen Burgess seconded. The motion carried 5-0.

Maureen Burgess had concerns about renewing a transient vendor license for a business that is in violation of zoning bylaws. She also questioned the accuracy of the number of sites listed on the application. Ms. Burgess suggested tabling the item in order to set a policy and get an opinion from Town Counsel. Paul Wisotzky said the Board needs more information but doesn't want to unfairly target this business which is already open. The Board will get an opinion from Town Counsel, get a report on this year's licenses, and develop a policy on licensing. Trudi Brazil says there has been a change in procedure for licensing.

Janet Worthington moved to approve the Transient Vendor license for Adventure Bound Camping Resort at Hortons. Maureen Burgess seconded, and the motion carried 5-0.

SELECTMEN, LIAISON AND TOWN ADMINISTRATOR REPORTS

Two Selectmen reported and Trudi Brazil announced the happy news that explained the absence of the Town Manager. Paul Wisotzky said he and Rae Ann Palmer had met with Provincetown officials regarding a Community Compact because both towns had applied for regionalization of Fire and Rescue services. They discussed even larger collaboration in all functions of government. This will be an agenda item for another meeting. Jay Coburn thanked the Moderator, staff and voters for a successful Town Meeting. Paul Wisotzky concurred. Trudi Brazil reported on Town Moderator Rae Ann Palmer's new status as a grandmother.

NEXT MEETING AGENDA

Board planned the agenda for the next regular meeting to be held May 24, 2016. The public hearing for 402-408 Shore Road will be continued, so some of the other agenda items needed to be moved to another meeting.

ADJOURNMENT

Jay Coburn moved to adjourn. Janet Worthington seconded, and the motion carried 5-0. The meeting was adjourned at 6:18 p.m.

Respectfully submitted,

Mary Rogers, Secretary

Paul Wisotzky, Chair

Maureen Burgess

Jay Coburn, Clerk

Janet Worthington, Vice-chair

Robert Weinstein

Public Records Material for 5/11/16

1. Liaison Policy
2. Goals and Objectives
3. Third Quarter Expenditures Report by Town Accountant
4. Town of Truro Agreement with PMG Mechanical (HVAC System)
5. Town of Truro Agreement with MJT Enterprises Inc. dba Cape Cod Oil Company for supply and delivery of Fuel Oil for Fiscal 2017
6. 2015 Green Communities Grant Contract Extension for thermostat conversion at Truro Central School
7. 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)
8. Acceptance of Donation from Kidde (24 Worry-Free alarms)

DRAFT

**Truro Board of Selectmen
Meeting, May 24, 2016
Town Hall Meeting Room**

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

Present: Town Manager Rae Ann Palmer, Town Counsel Gregg Corbo

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

PUBLIC COMMENT

During the Public Comment period, Robert Weinstein announced that Truro had become the 204th community to join the Commonwealth Community Compact and had received a Proclamation at the May 19th meeting which he and Town Manager Rae Ann Palmer had attended. He read a passage from the Proclamation on regionalization of services. Rae Ann Palmer added that they had signed on with the Compact for best practices of shared services.

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

Selectmen interviewed Susan Grace, an applicant as a full member of the Truro Council on Aging. She said she would like to contribute to enhancing services at the COA.

Maureen Burgess moved to approve the appointment of Susan Grace as a full member of the Truro Council on Aging for a three-year term expiring June 30, 2019. Jay Coburn seconded, and the motion carried 5-0.

Jon Seager and John Dundas came forward and discussed their applications for the appointment as Veterans' Graves Officers.

Robert Weinstein moved to approve the applications of Jon Seager and John Dundas for appointment as Veterans' Graves Officers. Maureen Burgess seconded. The motion carried 5-0.

PUBLIC HEARING (CONTINUED from 4/19/16)

Chair Paul Wisotzky reopened the Public Hearing that had begun on April 19, 2016. He restated the purpose of the hearing for 402 Shore Road and 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 Shore Road 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.

Town Counsel Gregg Corbo directed proceedings of the public hearing as he had done on April 19, 2016. Attorney Christopher Snow, representing his clients, the Sheas, owners of 408 Shore Road, immediately requested a bifurcated hearing to treat the two properties separately. Town Counsel Gregg Corbo reviewed how the public hearing would proceed and noted that each building on 402 Shore Road and 408 Shore Road would be considered separately.

Health Agent Patricia Pajaron and Fire Chief Timothy Collins gave their *On Site Inspection Assessment Report* as a PowerPoint presentation which displayed front and rear slides of each structure. They identified the four cottages at 408 Shore Row as Cottages #1, #2, #3 and #4. They examined the details of the cottages' conditions, safety matters and fire dangers.

Health Agent Pajaron explained that the asbestos composite shingles which began as non-friable, have now been compromised. Attorney Corbo questioned her about the asbestos and animal entries into the buildings. He asked about Truro Nuisance Bylaws and Massachusetts Housing Code violations, and she said those applied to all four cottages. Attorney Corbo asked Chief Collins to confirm that his safety and fire concerns applied to all four buildings. Chief Collins said they did. Jay Coburn asked Ms. Pajaron about lead and asbestos released into the nearby aquaculture beds.

Christopher Snow, representing the owners of 408 Shore Rd., questioned Ms. Pajaron about issuing any complaints to the Sheas about the condition of the properties at 408 Shore Rd. He asked about Ms. Pajaron's observation of animals and animal access at the buildings, or any inspection of interiors. He asked if the Sheas had received an advance copy of the PowerPoint presentation. He questioned the open window that had been noted in the report. Attorney Snow said it had been boarded up.

Ms. Pajaron said she had returned to the site on May 19 and May 23. Attorney Snow asked if she had noted any changes since the April 19, 2016 public hearing and questioned her findings on missing shingles. Clicking on the slides, she indicated the missing and abraded shingles on the four cottages.

Attorney Snow asked Fire Chief Collins about the proximity of the unoccupied structure to an abutting home. Chief Collins explained the hazards that exist.

The slide presentation continued with front and back view photos of the motel building at 402 Shore Rd. Health Agent Pajaron pointed out the conditions that were of concern. She concluded that the properties at 204 and 208 have been vacant for some time and have deteriorating conditions that pose health and safety hazards to the abutters and the public and are in violation of CMR 105 CMR 4-10, the State Sanitary Code. Fire Chief Collins highlighted information from the National Fire Protection Association on the consequences of fires that start in vacant buildings.

Town Counsel asked the Health Agent and Fire Chief if the conditions noted in their earlier memorandums still applied to this structure, and they replied in the affirmative. Robert Weinstein asked about the location of the buildings within the V2 Flood Zone and resultant debris in the event of flooding. Attorney Snow asked for a clarification of which property Ms. Pajaron had considered regarding flood damage, and she said that she was referring to 204 Shore Road.

The Public Comment portion of the public hearing proceeded with speakers who wished to speak in favor of Board of Selectmen action on the structures. Town Counsel Gregg Corbo reminded

speakers to state that that had been previously been sworn in and to identify which property they were discussing.

Mike Powers, abutter at 398 Shore Road, submitted photos that he had taken of the interior of a 408 Shore Rd. building when window was not boarded. He said he has observed animals at the buildings.

Anne Ditacchio of 412 Shore Rd., an immediate abutter, said she had observed foxes raise families under the cottages for several years. She is concerned about her garden soil because of the asbestos. She would like to see the buildings removed.

Richard Carosello, an abutter at 389 Shore Rd., said the buildings had been built at the same time with the same materials. He would like to see the buildings demolished and have new structures built in accordance with zoning bylaws. The asbestos shingles and lead paint and their removal are of concern to him.

Judy Powers, who lives next door to the former Fore 'N' Aft, wished to add a recommendation that the Selectmen deal with the matter "with alacrity." She said she has made numerous past complaints to the Town regarding the property.

Attorney Jessica Summer, representative for Bunny Rieback and Jennifer Sinascalco, the owners of 402 Shore Road, came forward to clarify what a condemnation and demolition order would mean. She said the owner was concerned about the vacant lot that would be created. She said that there are buyers interested in constructing a single family dwelling at 402 Shore Rd. Attorney Summer said that the owners support a tear-down of the motel structure.

Attorney Christopher Snow, along with Kevin Shea, owner of 408 Shore Rd., came forward. Attorney Snow again asked that the two properties be treated differently. His client keeps his buildings at 408 Shore Rd. secured, Attorney Snow said. It is not unoccupied because Mr. Shea uses it for storage, and there is no proof of asbestos poisoning of the environment, he said. There has never been a complaint of police, fire or health filed against 408 Shore Rd., he said, except for the proceedings of this public hearing. He did concur that the current state of the property is "unsightly." This was the result of the circumstances that did not support new construction at 408 Shore Rd.

Mr. Shea is willing to do in the short term painting of the exteriors and to plan an asbestos shingle removal through a certified asbestos removal company. Attorney Snow said that 408 Shore Rd. was not in the same Flood Velocity Zone as 402 Shore Rd. There is a relatively new Title 5 septic system and an updated one planned for a single family residence. The new septic system would be for fewer bedroom, he said. Attorney Snow said he had not heard testimony that these buildings were lacking structural integrity. Attorney Snow asked that 408 Shore Rd. be allowed further time in order for Mr. Shea to proceed with construction of a new 3-bedroom single family residence, and Mr. Shea himself requested a delay in order to implement his plans. Attorney Snow discussed the consequences of a condemnation which he would appeal if Mr. Shea did not receive a delay. In response to a question from Robert Weinstein, Mr. Shea said he has owned the property at 408 Shore Road since 1993.

Paul Wisotzky read into record a letter from Mark Young, an abutter at 446 Shore Rd. Mr. Young lamented the conditions at the old motel and considers the buildings a nuisance.

Town Manager Rae Ann Palmer said the Building Inspector had received a number of complaints about 408 Shore Rd., and Mr. Shea has always been prompt to make corrections. She also noted, for the record, that she had met with the Building Inspector and Mr. Shea about a year ago. At that meeting, Mr. Shea had asked for more time to develop his plans for a single family residence.

More citizens spoke in favor of action on the part of the Board of Selectmen. David Ditacchio of 412 Shore Road came forward to say that the property had been condemned well over 20 years ago. He stated that he and the neighbors are tired of the deplorable conditions at 408 Shore Road. Mr. Ditacchio said he would like to see a single family house built on the property. Denise Seager was sworn in before giving her testimony. She asked for action on the deteriorating property.

Mike Powers said no one has gone into the property at 408 Shore Rd. to determine if the structures are safe. He suggested asking for that contingent on granting a delay.

Judy Richland was sworn in again. She is Kevin Shea's wife and co-owner of 408 Shore Rd. She said the Town should take some responsibility for the conditions because she and her husband have never been able to go forward with their other plans for the property. She said the buildings are sound; their possessions are stored there. They plan to install a new sea wall and a new septic system. They care about how the neighbors perceive them, she said. She realizes the present cottages are ugly. She said asbestos removal should not be done in summer.

Town Counsel Gregg Corbo moved forward to deliberations since the evidentiary portion of the public hearing had been completed. Attorney Corbo said that lack of evidence of prior complaints does not constitute a prerequisite to the determination. The Board of Selectmen should make their determination based on the facts presented to them at the public hearing, he said. However, there is a large file on record with the Health Agent documenting the long history with the two properties. Regarding the legal standard, he listed the three things to decide: 1) if the buildings are burnt, dilapidated or dangerous; and if so, 2) if they are a nuisance to the neighborhood or dangerous; and 3) what, if any, order should be issued prescribing their disposition, alteration or regulation.

He recommended that the Board deliberate on each building separately and take into consideration those factors with a vote on each building. He defined "public nuisance" and "dilapidated." He said common sense interpretation of the facts is adequate in making their determination. They are not required to wait for a danger to materialize or rely on scientific evidence that the structures are in danger of imminent collapse.

Robert Weinstein suggested moving forward, first by deliberating on 402 Shore Road. He said the motel is clearly dilapidated or decayed, as provided in the visual evidence and the testimony of the neighbors. He said that meets the first criteria. It is clearly a nuisance, the second point that needed to be determined, he said. Thirdly he made a motion.

402 Shore Rd.

Robert Weinstein moved, based on the facts adduced at the public hearing, including but not limited to facts contained in the May 15 and May 17, 2016 Memorandum from the Health Agent Patricia Pajaron and the PowerPoint presentation by the Fire Chief and the Health Agent, that the building located at 402 Shore Road and known as “the motel” is dilapidated and dangerous and that an order adjudging said building to be a nuisance to the neighborhood is hereby issued and further that the owners are hereby ordered to demolish the building within 60 days of the date of this order at their sole cost and expense and after demolition are ordered to secure the site in accordance with all applicable orders and regulations issued by Town officials, provided, however, the owners of said property shall be responsible for obtaining all required permits and approvals prior to undertaking any work including demolition at the property and further that the building is to be properly maintained and secured in accordance with any and all requirements of the Building Inspector and/or the Board of Health until said demolition occurs.

Maureen Burgess seconded.

Jay Coburn moved to amend the motion by specifying demolition within 30 days, instead of 60. Janet Worthington seconded the motion for the amendment. Robert Weinstein said that due to time considerations he had stated the 60 days, but he was prepared to support the amendment.

The motion to amend carried 5-0.

The motion on the amended motion, now specifying a 30 day period for demolition, carried 5-0.

Cottage #1, 408 Shore Road

Jay Coburn moved, that the Board find based on the facts adduced at the public hearing, including but not limited to facts contained in the May 15 and May 17, 2016 Memorandum from the Health Agent Patricia Pajaron and the PowerPoint presentation by the Fire Chief and the Health Agent, that the building located at 408 Shore Road and referred to as Cottage #1 is a dilapidated and dangerous building and an order adjudging said building to be a nuisance to the neighborhood is hereby issued and further that the owners are hereby ordered to demolish the building within 30 days of the date of this order at their sole cost and expense and after demolition are ordered to secure the site in accordance with all applicable orders and regulations issued by Town officials, provided, however, the owner of said property shall be responsible for obtaining all required permits and approvals prior to undertaking any work including demolition at the property and further that the building is to be properly maintained and secured in accordance with any and all requirements of the Building Inspector and/or the Board of Health until said demolition occurs.

Robert Weinstein seconded. The Board discussed the motion, and all supported the demolition. The motion carried 5-0.

Cottage #2, 408 Shore Road

Janet Worthington moved, that the Board find based on the facts adduced at the public hearing, including but not limited to facts contained in the May 15 and May 17, 2016 Memorandum from the Health Agent Patricia Pajaron and the PowerPoint presentation by the Fire Chief and the Health Agent, that the building located at 408 Shore Road and referred to as Cottage #3 is a

dilapidated and dangerous building and an order adjudging said building to be a nuisance to the neighborhood is hereby issued and further that the owners are hereby ordered to demolish the building within 30 days of the date of this order at their sole cost and expense and after demolition are ordered to secure the site in accordance with all applicable orders and regulations issued by Town officials, provided, however, the owner of said property shall be responsible for obtaining all required permits and approvals prior to undertaking any work including demolition at the property and further that the building is to be properly maintained and secured in accordance with any and all requirements of the Building Inspector and/or the Board of Health until said demolition occurs.

Jay Coburn seconded, and the motion carried 5-0.

Cottage #3, 408 Shore Road

Maureen Burgess moved, that the Board find based on the facts adduced at the public hearing, including but not limited to facts contained in the May 15 and May 17, 2016 Memorandum from the Health Agent Patricia Pajaron and the PowerPoint presentation by the Fire Chief and the Health Agent, that the building located at 408 Shore Road and referred to as Cottage #2 is a dilapidated and dangerous building and an order adjudging said building to be a nuisance to the neighborhood is hereby issued and further that the owners are hereby ordered to demolish the building within 60 days of the date of this order at their sole cost and expense and after demolition are ordered to secure the site in accordance with all applicable orders and regulations issued by Town officials, provided, however, the owner of said property shall be responsible for obtaining all required permits and approvals prior to undertaking any work including demolition at the property and further that the building is to be properly maintained and secured in accordance with any and all requirements of the Building Inspector and/or the Board of Health until said demolition occurs.

Robert Weinstein seconded.

Jay Coburn moved to amend the motion by specifying demolition within 30 days, instead of 60 days, in order to be consistent with the other structures. Janet Worthington seconded.

The motion to amend carried 4-0-1.

The motion on the original motion as amended, with a 30 day demolition period, carried 4-0-1.

Cottage #4, 402 Shore Road

Jay Coburn moved, based on the facts adduced at the public hearing, including but not limited to facts contained in the May 15 and May 17, 2016 Memorandum from the Health Agent Patricia Pajaron and the PowerPoint presentation of the Fire Chief and the Health Agent, that the building located at 408 Shore Road and referred to as Cottage #4 is a dilapidated and dangerous building and an order adjudging said building to be a nuisance to the neighborhood is hereby issued and further that the owners are hereby ordered to demolish the building within 30 days of the date of this order at their sole cost and expense and after demolition are ordered to secure the site in accordance with all applicable orders and regulations issued by Town officials, provided, however, the owner of said property shall be responsible for obtaining all required permits and approvals prior to undertaking any work including demolition at the property and further that the building is to be properly maintained and secured in accordance with any and all requirements of the Building Inspector and/or the Board of Health until said demolition occurs.

Robert Weinstein seconded the motion for Cottage #4.

Maureen Burgess moved to amend the motion to allow 60 days for the demolition period. There was no second, so the Board proceeded with the vote on the original motion. The motion carried 4-0-1.

Paul Wisotzky closed the public hearing at 6:55 p.m.

Jay Coburn moved to have a five minute recess and return to the meeting at 7:00 p.m. Robert Weinstein seconded, and the motion carried 5-0.

The meeting reconvened at 7:00 p.m.

BOARD OF SELECTMEN ACTION

Bike Lanes

Pam Haznar and Richard Madsen of MassDOT gave PowerPoint presentation on bike lanes which detailed plans for improvements on Route 6. These included tree trimming, signage and line striping. They had met with officials from Wellfleet and Truro to make plans that go from Lawrence and School St. in Wellfleet and bring the trails up to Aldrich Rd. in Truro. State and Federal funding should be available in Fiscal Year 2018. They are working with the Cape Cod Commission on the project. Robert Weinstein explained his role in working with TIPs, Transportation Improvement Projects. He said that there is a 30-day comment period from the public that is underway through MPO, the Metropolitan Planning Organization.

Kathy Haynes, Chair of the Bike and Walkways Committee, and Karen Snow, member of the Committee, came forward to discuss their review of the draft plans. Ms. Haynes thanked the DOT representatives for incorporating their ideas into the preliminary plan. Ms. Haynes discussed reducing signage particularly between the Pamet roads and the Wellfleet town line. They recommended additional bike signs that had been included in the presentation. They wanted to have more alert systems in place for left hand turns. Karen Snow discussed some of the Wellfleet Route 6 issues that need to be resolved. She suggested going further south with plans in Wellfleet.

Jay Coburn moved to endorse the concept of the bike lane improvements project along Route 6 as presented by MassDOT and encourage them to continue to work with the Bike and Walkways Committee to bring back a final proposal. Maureen Burgess seconded.

At the Town Manager's recommendation, Jay Coburn moved to amend the motion to include working with the DPW and the Town Manager. Maureen Burgess seconded the amendment, and the motion carried 5-0.

The Board voted on the original motion as amended, and the motion carried 5-0.

Robert Weinstein encouraged participation in the 30-day Comment Period and added the MPO designation: Project 608349 Truro-Wellfleet Route 6 Bike Trail Accommodation. Information is available on Cape Cod Commission and MPO websites, he said.

Fiscal Year 2017 Goals and Objectives

Chair Paul Wisotzky said the Selectmen would be including other Committee/Board Chairs in discussion of the FY17 Goals and Objectives. Lisa Tobia, Chair of the Planning Board, matched a number of Planning Board priorities with the Selectmen's Goals and Objectives. Ms. Tobia will be submitting a list of Planning Board priorities, but they have not been listed yet in order of importance. Paul Wisotzky discussed committee structure and streamlining, one of the BOS goals. He invited ideas from the other boards and committees. Chuck Steinman, Chair of the Historical Commission, and speaking on behalf of the Historical Review Board, presented goals that those two boards have defined. He submitted a list of Historical goals which they have undertaken. Paul Wisotzky said the Selectmen will be continuing the work on Goals and Objectives through June.

Legal Fees

Rae Ann Palmer, Town Manager, said that with the help of Town Accountant/Acting Assistant Town Manager Trudi Brazil, she had created a spreadsheet that breaks down the current fiscal year legal expenses through March. Legal fees for 25-27 Stephen's Way are included in the spreadsheet. The Town is still below the legal fees budget for Fiscal Year 2016. The information is available on the Town website, Ms. Palmer said.

CONSENT AGENDA

The Consent Agenda contained the following items:

A. Review/Approve and Authorize Signature for:

1. Entertainment License for Francie Randolph, Sustainable CAPE, for Farmers' Market to be held Mondays June 13th – August 29th, 2016;
2. Entertainment License and MA State Sunday Entertainment License for Francie Randolph, Sustainable CAPE, for Agricultural Fair to be held on Sunday, September 4th, 2016;
3. Entertainment License for Truro Historical Society: 6/12 (MA State Sunday License as well), 7/13, 8/13, 8/24 and One Day Pouring License for 6/3, 6/12, 6/29, 7/6, 7/13, 7/15, 7/20, 7/27, 8/3, 8/10, 8/13, 8/17, 8/24, 8/31, 9/24;
4. Review and Approve Head of the Meadow Beach Food Vendor Contract;
5. Agreement between the Town of Truro and Paul S. Kapinos & Associates dba/pk Valuation Group;
6. Renewal Proposal Letter to MIA Property & Liability and Worker's Compensation insurance programs for FY 2017;
7. Entertainment License for Kevin Rice, Payomet Performing Arts Center and MA State Sunday Entertainment License for 2016 Season;
8. CDBG Close-out Agreement for 2012 Grant;

B. Review and Approve Renewal of Seasonal Licenses: Joey's Food Truck (Hawker Peddler) Head of the Meadow Beach; Moorland House (Lodging House) & Perry's Furniture (Transient Vendor); and

C. Review and Approve Regular Board of Selectmen minutes – April 12, 2016 and Joint Meeting minutes of February 11, 2016.

Jay Coburn requested that Item A-8 be considered separately. Maureen Burgess moved to approve the Consent Agenda with the removal of Item A-8, the CDBG Close-out Agreement, from the list. Robert Weinstein seconded, and the motion carried 5-0.

Jay Coburn recused himself from deliberations.

Maureen Burgess moved to approve Item A-8 from the Consent Agenda, the CDBG Close-out Agreement. Robert Weinstein seconded, and the motion carried 4-0.

Jay Coburn returned to the table.

SELECTMEN AND LIAISON AND TOWN ADMINISTRATOR REPORTS

The Selectmen and the Town Manager gave their latest reports. Robert Weinstein had attended meetings of the Metropolitan Planning Organization (MP), the Historical Commission, the Historical Review Board and the Commonwealth Compact meeting where he signed the Proclamation for Town. Maureen Burgess announced that she will be a delegate to the Massachusetts Democratic Convention. Paul Wistozky said that he and Jay Coburn had attended the Cape & Islands Selectmen's meeting on elder services and changing demographics of the Cape. Janet Worthington and he had attended the Chamber of Commerce Annual Meeting. Janet Worthington said she was happy to see new younger members join the Chamber of Commerce. She also expressed her gratitude to past Fire Chiefs and all the volunteer firefighters who have served. Jay Coburn had attended a meeting in Boston honoring twelve Community Bank Heroes. He offered congratulations to Truro banker and Finance Committee member Lori Meads, who was one of the honorees. Town Manager Rae Ann Palmer said Chief Takajian is working on signage with DOT. He has requested a meeting with DOT, and he recommends installation of signs indicating business districts in town.

NEXT MEETING AGENDA

Rae Ann Palmer reviewed a number of agenda items for the next regular meeting to be held June 14, 2016. There will also be a Goals and Objectives work session with department heads on June 7, 2016 from 1-4 p.m.

ADJOURNMENT

Jay Coburn moved to adjourn. Maureen Burgess seconded, and the motion carried 5-0. The meeting was adjourned at 7:58 p.m.

Respectfully submitted,

Mary Rogers, Secretary

Paul Wisotzky, Chair

Maureen Burgess

Jay Coburn, Clerk

Janet Worthington, Vice-chair

Robert Weinstein

Public Records Material for 5/24/16

1. Applications for Council of Aging Board and Veterans' Graves Officers
2. Public Hearing materials and PowerPoint presentation for 204 and 208 Shore Rd.
3. DOT PowerPoint presentation
4. Goals and Objectives from Historic Commission and Historic Review board
5. Entertainment License for Francie Randolph, Sustainable CAPE, for Farmers' Market to be held Mondays June 13th – August 29th, 2016
6. Entertainment License and MA State Sunday Entertainment License for Francie Randolph, Sustainable CAPE, for Agricultural Fair to be held on Sunday, September 4th, 2016.
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8. Head of the Meadow Beach Food Vendor Contract
9. Agreement between the Town of Truro and Paul S. Kapinos & Associates dba/pk Valuation Group
10. Renewal Proposal Letter to MIA Property & Liability and Worker's Compensation insurance programs for FY 2017
11. Entertainment License for Kevin Rice, Payomet Performing Arts Center and MA State Sunday Entertainment License for 2016 Season
12. CDBG Close-out Agreement for 2012 Grant
13. Seasonal Licenses: Joey's Food Truck (Hawker Peddler) Head of the Meadow Beach; Moorland House (Lodging House) & Perry's Furniture (Transient Vendor)