



Truro Board of Selectmen Meeting
Wednesday, November 2, 2016
Regular Board of Selectmen Meeting - 5:00pm
Truro Community Center, 7 Standish Way, 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. Appointment of Herring River Executive Committee members
Presenter: Rae Ann Palmer, Town Manager

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

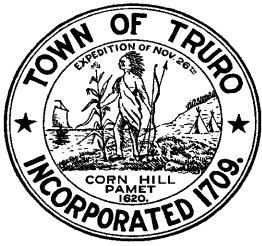
- A. Discussion of Visioning Process for Police Department
Presenter: Rae Ann Palmer, Town Manager
- B. Cape Light Compact Grid Mod Update Plan for Martha's Vineyard and Cape Cod
Presenter: Margaret T. Downey
- C. Update on County and Cape Cod Commission
Presenter: Paul Niedzwiecki and Jack Yunits
- D. Discuss preparation of Local Comprehensive Plan Committee Charge
Presenter: Jay Coburn, Clerk

6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. Water Service Application for 276 Shore Rd – Days Cottages
 - 2. Extension Agreement for the Cape Cod Commission review process for the Herring River Restoration Project
 - 3. Cape Cod Municipal Health Group Agreement for Joint Negotiation and Purchase of Health Coverage
- B. Review and Approve 2017 Annual Lodging House License – Gingerbread House
- C. Review and Approve Board of Selectmen Minutes – October 4, 2016, October 11, 2016

7. SELECTMEN AND LIAISON AND TOWN MANAGER REPORTS

8. NEXT MEETING AGENDA: November 15



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: November 2, 2016

ITEM: Appointment of Herring River Executive Committee Members

EXPLANATION: In accordance with the signed MOU III, the Board of Selectmen must appoint two members of the Board of Selectmen and the Town Manager to serve on the Herring River Executive Committee.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Truro will not have representatives serving on the Herring River Executive Committee.

SUGGESTED ACTION: MOTION TO *appoint the Town Manager, _____ and _____ to serve as Truro's representatives to the Herring River Executive Committee.*

ATTACHMENTS:

1. MOU III

**Final Memorandum of Understanding (MOU III)
Herring River Restoration Project
September 1, 2016**

The following is a list of acronyms used herein:

**CCNS: Cape Cod National Seashore
CNR: Chequessett Neck Road
CRP: Conceptual Restoration Plan
DRP: Detailed Restoration Plan
FEIS/EIR: Final Environmental Impact Statement/Report
HREC: Herring River Executive Council
HRRC: Herring River Restoration Committee
MEPA: Massachusetts Environmental Policy Act
MOU: Memorandum of Understanding
NEPA: National Environmental Policy Act
NPS: National Park Service**

This Memorandum of Understanding (MOU) is effective upon signature by and among the National Park Service (NPS), a bureau of the United States Department of the Interior, acting through the Superintendent of the Cape Cod National Seashore (CCNS), and the Towns of Wellfleet and Truro, municipal corporations located in Barnstable County, Massachusetts, acting through their Boards of Selectmen. The purpose of this MOU is:

- 1) To ratify the Detailed Restoration Plan (DRP) set forth in the Final Environmental Impact Statement/Report (FEIS/EIR) for the restoration of the Herring River estuary, completed by the Herring River Restoration Committee (HRRC) pursuant to a previous (November 2007) Memorandum of Understanding (referred to as MOU II) between NPS and the Towns of Wellfleet and Truro;
- 2) To enable additional planning, engineering, funding, construction and implementation of the agreed-upon restoration plan, using an Adaptive Management Plan, as set forth in the FEIS/EIR.
- 3) To set forth the structure and responsibilities of an intergovernmental team to direct the Restoration Project.
- 4) To generally describe the responsibilities of an independent organization which the parties could engage to undertake specified activities in the restoration process.

WITNESSETH

WHEREAS, the National Park Service (hereinafter NPS) administers and manages the Cape Cod National Seashore (hereinafter CCNS), located partially within the Towns of Wellfleet and Truro (hereinafter "the Towns") and including more than 800 acres within

the Herring River floodplain; and whereas CCNS is legally authorized by U.S.C. Sections 1-3, 459b-459b-8 as a unit of the National Park System to enter into memoranda of understanding, and;

WHEREAS, the Town of Wellfleet maintains ownership of the Chequessett Neck Road (CNR) Dike, which currently controls tidal flow to the Herring River system, and the Town includes lands and waters within the Herring River estuary that may be affected by the restoration of tidal flow through the Dike, and;

WHEREAS, the Town of Truro includes lands and waters within the Herring River estuary that may be affected by the restoration of tidal flow through the Chequessett Neck Road Dike, and;

WHEREAS, High Toss Road, which crosses the Herring River floodplain, is located within Cape Cod National Seashore and is on land owned by the National Park Service, while the Town of Wellfleet holds rights for public access across it and maintains the road, and;

WHEREAS, the Town of Wellfleet and CCNS, pursuant to a (August 2005) MOU (referred to as MOU I) worked together to determine that restoration of the natural functions to the Herring River estuary is feasible and desirable, and to complete a Conceptual Restoration Plan (CRP), which was accepted by both the Towns of Wellfleet and Truro and CCNS pursuant to a second MOU (MOU II) executed in November 2007, and;

WHEREAS, pursuant to MOU II, the Towns and CCNS agreed that it was imperative that a Detailed Restoration Plan (DRP) be developed with continued public involvement and, when completed, the DRP represent the full consensus of the three primary entities; and whereas, the Towns and the CCNS agreed that alternatives analysis and public involvement approaches of the Massachusetts Environmental Policy Act (MEPA) and the National Environmental Policy Act (NEPA) would provide a mechanism for accomplishing these objectives, and;

WHEREAS, pursuant to MOU II, the Towns and the CCNS organized an interdisciplinary team, the Herring River Restoration Committee (hereinafter HRRC) to develop a detailed and comprehensive plan for restoration of the estuary and directed the Committee to:

- a. Review the Herring River Conceptual Restoration Plan (CRP) accepted under MOU II.
- b. Review all scientific and engineering reports in support of the CRP;
- c. Develop a Detailed Restoration Plan (DRP) that addresses environmental and social concerns through an integrated MEPA/NEPA process of alternatives analysis and public involvement;
- d. Develop a Detailed Restoration Plan that is suitable for local, state and federal permitting requirements of procedures;

- e. Seek funding sources;
- f. Inform the public on a regular basis through public meetings, reports or other forms of outreach, in addition to the public process required by MEPA and NEPA;
- g. Produce a third MOU for the Towns' and CCNS's approval, agreeing to collaborate on project implementation per the Detailed Restoration Plan;
- h. Deliver products of the MEPA/NEPA process, and;

WHEREAS, the HRRC has developed a DRP that addresses environmental and social concerns through an integrated MEPA/NEPA process of alternatives analysis and public involvement procedures as set forth in the Final Environmental Impact Statement/Report, and;

WHEREAS, the parties have determined that it is in the public interest to enter into this Memorandum of Understanding setting forth a cooperative arrangement between the parties for the next phase of the Herring River Restoration Project including additional planning, engineering, funding, construction and implementation of the agreed-upon Detailed Restoration Plan, using an Adaptive Management Plan, as set forth in the FEIS/EIR, this phase to be known as the implementation phase, and;

WHEREAS, the implementation phase will continue for many years, but at some point in time management responsibilities for tidal control infrastructure will be greatly reduced, this phase to be known as the long-range phase;

NOW THEREFORE, in consideration of the foregoing, the Towns and the CCNS agree as follows:

1. The Town of Wellfleet, the Town of Truro and CCNS hereby accept the Detailed Restoration Plan, including the Preferred Alternative D as set forth in the Final Environmental Impact Statement/Report, attached to this MOU. Implementation of the Detailed Restoration Plan (including but not limited to operation of proposed tide gates at Chequessett Neck Road, Mill Creek and Pole Dike Road) shall be in compliance with federal, state, regional and local permits and the provisions of an approved Herring River Adaptive Management Plan.
2. The Town of Wellfleet, the Town of Truro and CCNS agree to cooperate on implementation of the Detailed Restoration Plan, as set forth below. Representatives of the Town of Wellfleet, the Town of Truro and CCNS will form an intergovernmental team to direct the Restoration Project consisting of the following elements:
 - a. The Towns and Cape Cod National Seashore shall form a Herring River Executive Council (HREC) to: coordinate project implementation activities; serve as a forum for establishing and providing policy direction; review and approve the Adaptive Management Plan; monitor progress; and ensure compliance with laws, policies and regulations of member towns and the CCNS, project permits and

agreements and other applicable legal regulations. The HREC shall meet quarterly or as needed and shall consist of seven members as follows:

- 1) Two members of the Wellfleet Board of Selectmen and the Town Administrator;
- 2) Two members of the Truro Board of Selectmen and the Town Administrator;
- 3) The Superintendent of Cape Cod National Seashore or his/her designee(s).

The HREC shall operate by consensus decision-making (agreement among the two towns and CCNS), recognizing that the towns and Cape Cod National Seashore all have obligations to their own established laws, policies and regulations. In the event that there is dissent among the representatives of one of the towns, they shall determine among themselves the town's position. The HREC shall operate in Open Meetings according to MGL Chapter 30A.

- b. The Herring River Restoration Committee (HRRC) established in MOU II as an interdisciplinary management team shall continue to exist and shall serve as an advisory group to the HREC, with representation from the Towns of Wellfleet and Truro, the Cape Cod National Seashore, Commonwealth of MA Division of Ecological Restoration (DER), U.S. Fish and Wildlife Service (USFWS), U.S. Natural Resources Conservation Service (NRCS) and the National Oceanic and Atmospheric Administration (NOAA). The HRRC will:

- 1) Make project management and funding recommendations to the Herring River Executive Council (HREC);
- 2) Direct and oversee approved elements of the Restoration Project, as set forth in the FEIS/EIR and Restoration Project permits;
- 3) Provide planning, engineering, technical, operational and scientific coordination for the Project.

- c. The HREC and the HRRC will work with any regulatory oversight group as may be established through federal, state and regional permitting processes.
- d. The HREC may consult other individuals or organizations, as needed, such as stakeholder groups and/or science advisors.
- e. Any decision to modify or alter tide gate openings at Chequessett Neck Road, Mill Creek and/or Pole Dike Road shall be made by the HREC, only after receiving a recommendation from the HRRC. Such decisions must be in compliance with federal, state, regional and local permits and the provisions of an approved Herring River Adaptive Management Plan.

3. Through separate contracts for services and/or Cooperative Agreements, the Towns and/or the CCNS may engage the services of an independent organization to undertake some or all of the responsibilities and functions outlined below, in coordination with HRRC:

- a. Provide and manage professional level technical and administrative staff necessary for the completion of all project elements;
- b. Compete for, receive, and administer available project funding from state, federal, and private sector sources;
- c. Prepare and submit permit applications, ensure compliance with all permit conditions, noticing requirements, and other environmental compliance obligations;
- d. Prepare and advertise bid solicitation packages, manage and oversee competitive bidding processes, select and manage contractors, oversee construction activities, pay invoices, and comply with funder and contractor stipulations subject to the provisions of MGL Chapters 30, 30B and 149, if applicable;
- e. Facilitate agreements with affected landowners;
- f. Conduct operations and maintenance of public infrastructure in cooperation with the towns and CCNS as stipulated in any contract agreement(s);
- g. Implement the adaptive management plan under the technical direction of HRRC;
- h. Perform public outreach and education activities.

4. The Town of Wellfleet, the Town of Truro and CCNS generally agree that the owners of the underlying land should own the components of the new project infrastructure during the implementation phase and for the long-term, as follows¹:

a. Chequessett Neck Road (CNR) Bridge: *The Town of Wellfleet should continue to own the CNR dike/bridge.*

b. Chequessett Neck Road Tide Gates: *The Town of Wellfleet should own the new CNR tide gates.*

c. Mill Creek Dike: *CCNS should own the new Mill Creek dike.*

d. Mill Creek Tide Gates: *CCNS should own the new Mill Creek tide gates.*

e. High Toss Road: *High Toss Road is within the NPS boundary and located on land under federal ownership, with the Town of Wellfleet holding rights for public access. In order to facilitate tidal flow, the parties agree that the portion of High Toss Road bounded on the west by its intersection with Duck Harbor Road and bounded on the east by its intersection with Rainbow Lane (a distance of approximately 1000') should be removed. Maintenance of this portion of High Toss Road was discontinued by a vote of the Wellfleet Board of Selectmen on July 12, 2016.*

f. Pole Dike Road: *The Town of Wellfleet should continue to own Pole Dike Road. The Herring River Restoration Project should fund the raising of the road.*

¹ It is not the intent of this document to make determinations about ownership of assets; the language is descriptive only and thus uses the verb “should” to describe anticipated ownership of the Project infrastructure components.

g. Pole Dike culvert/tide gate: *If a tide gate is installed at Pole Dike Road, the Town of Wellfleet should own the new tide gate.*

h. Old County Road/culverts: *The Town of Wellfleet should continue to own Old County Road and its culverts. The Herring River Restoration Project should fund the raising of the road and installation of new culverts.*

i. Bound Brook Road/culverts: *The Town of Wellfleet should continue to own Bound Brook Road and its culverts. The Herring River Restoration Project should fund the raising of the road and installation of new culverts.*

5. The owners (i.e. the Towns and/or CCNS) of the different elements of Restoration Project tide control infrastructure may wish to engage the services of an independent management organization to construct, operate and maintain this infrastructure (such as bridges, dikes, tide gates and culverts) during the implementation phase, or the owners may wish to perform these functions in-house. Long-term, operation and maintenance responsibilities should be the responsibility of the owner of each element of Project infrastructure.

6. Funding

a. This Memorandum of Understanding and the obligations of the NPS hereunder shall be subject to the availability of funding and staffing, and nothing contained herein shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress and administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

b. This Memorandum of Understanding and the obligations of the Towns hereunder shall be subject to the availability of funding and staff, and nothing herein shall be construed as binding the Towns to expend in any one fiscal year any sums in excess of those appropriated by Town Meeting and made administratively available for the purpose of this Agreement for the fiscal year.

c. Each party shall bear its own costs associated with its participation in this Memorandum of Understanding without reimbursement.

7. This Memorandum of Understanding and the obligations of the NPS hereunder are subject to the laws, regulations and policies governing the NPS and CCNS whether now in force or hereafter enacted or promulgated.

8. This Memorandum of Understanding and the obligations of the Towns hereunder are subject to the laws, regulations, Town Meeting votes and policies governing the Towns, whether now in force or hereafter enacted or promulgated.

9. No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

10. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct foreign policy, counter-intelligence, intelligence or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

11. This Agreement contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Agreement.

12. Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision, nor a waiver of a claim for subsequent breach of the same type, nor a waiver of any other term of this Agreement. The waiver of any provision must be express and evidenced in writing.

13. This Memorandum of Understanding may be amended by a unanimous vote of all of the participating parties. It shall remain in effect until superseded by a further MOU or inter-municipal agreement(s) to implement its purposes.

IN WITNESS WHEREOF, the parties have cause this instrument to be executed by their respective duly authorized representatives on the day and year indicated.

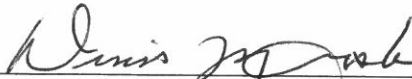
Name:

Date:



Michael Caldwell, Northeast Regional Director
National Park Service

9/21/16



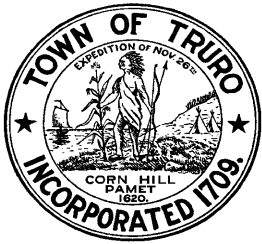
Dennis Murphy, Chair
Wellfleet Board of Selectmen

9/13/16



Paul Wisotzky, Chair
Truro Board of Selectmen

9/13/16



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: November 2, 2016

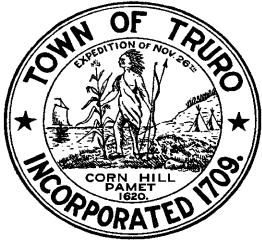
ITEM: Discussion of Visioning Process for Police Department

EXPLANATION: Bill Reilly, of Finest's Professional Development, LLC, retired City of Hartford Assistant Chief of Police and FBI National Academy Graduate, will be attending the meeting to share his thoughts and hear your input on a process to develop a vision for the future of Truro's Police Department. This will include a process to engage department and community input as well as the Board's. The visioning process will provide information to meet *objective 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.* The visioning process will also inform the Board as it develops criteria to begin a search for the chief of police. After this meeting Mr. Reilly will prepare a proposal for consideration and approval by the Town.

FINANCIAL SOURCE (IF APPLICABLE): Unknown (what is required) at this time.

SUGGESTED ACTION: MOTION TO *approve*

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: November 2, 2016

ITEM: Cape Light Compact Grid Mod Update for Martha's Vineyard and Cape Cod.

EXPLANATION: Margaret Downey, Administrator for Cape Light Compact has requested the opportunity to provide the Board of Selectmen with an update on Eversource's Grid Modernization Plan for Martha's Vineyard and Cape Cod.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Update will not be heard.

SUGGESTED ACTION: Discussion only

ATTACHMENTS:

1. Cape Light Compact Grid Modernization Update

Eversource's Grid Modernization Plan: Does It Lay the Foundation We Need For Our Communities' Energy Future?

November 2, 2016

Maggie Downey, Cape Light Compact Administrator



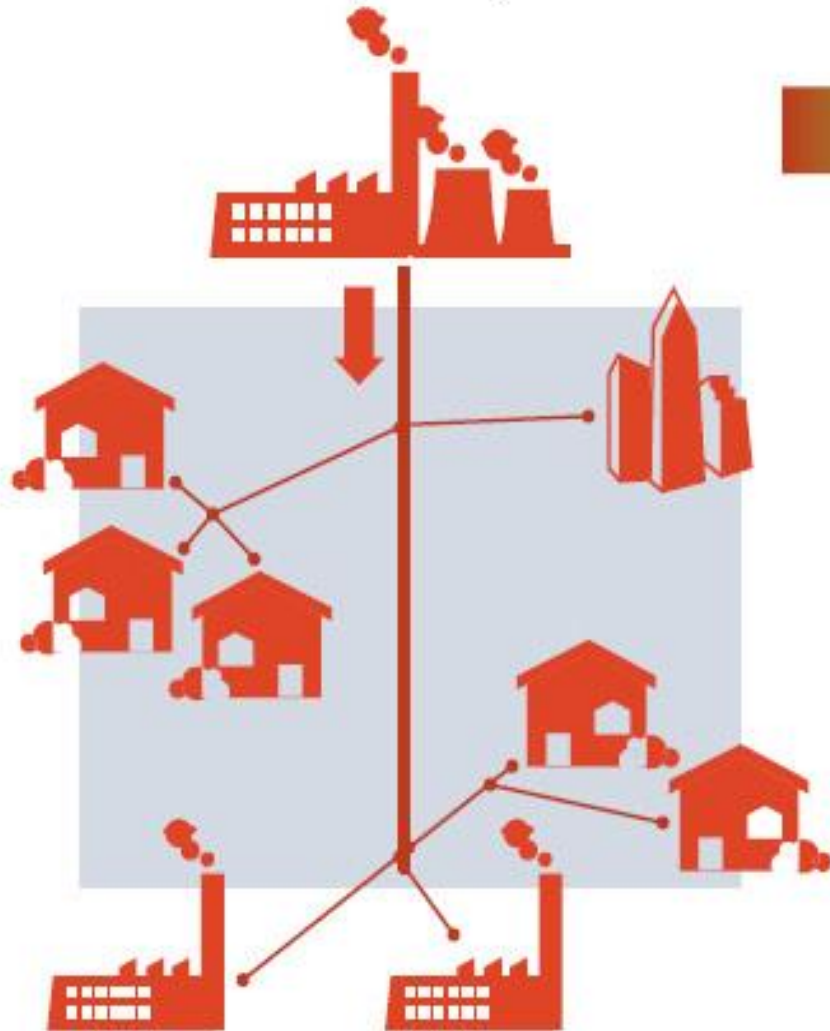
Grid Modernization: What and why?



- What is “the grid”?
 - The electric grid is an infrastructure network designed to deliver electricity from suppliers to end users. Our grid was designed and built in an era when this simply meant delivering power from large, centralized generating plants to customers’ homes and businesses.
- Grid modernization is the process by which digital intelligence is incorporated in to our electric power grid to allow power to flow in two directions—to and from the consumer—transforming it into an interactive delivery network. This is being done in states all across the U.S. - Massachusetts is not leading the curve on this.

Grid Modernization

Today's Electricity



Tomorrow's Choices

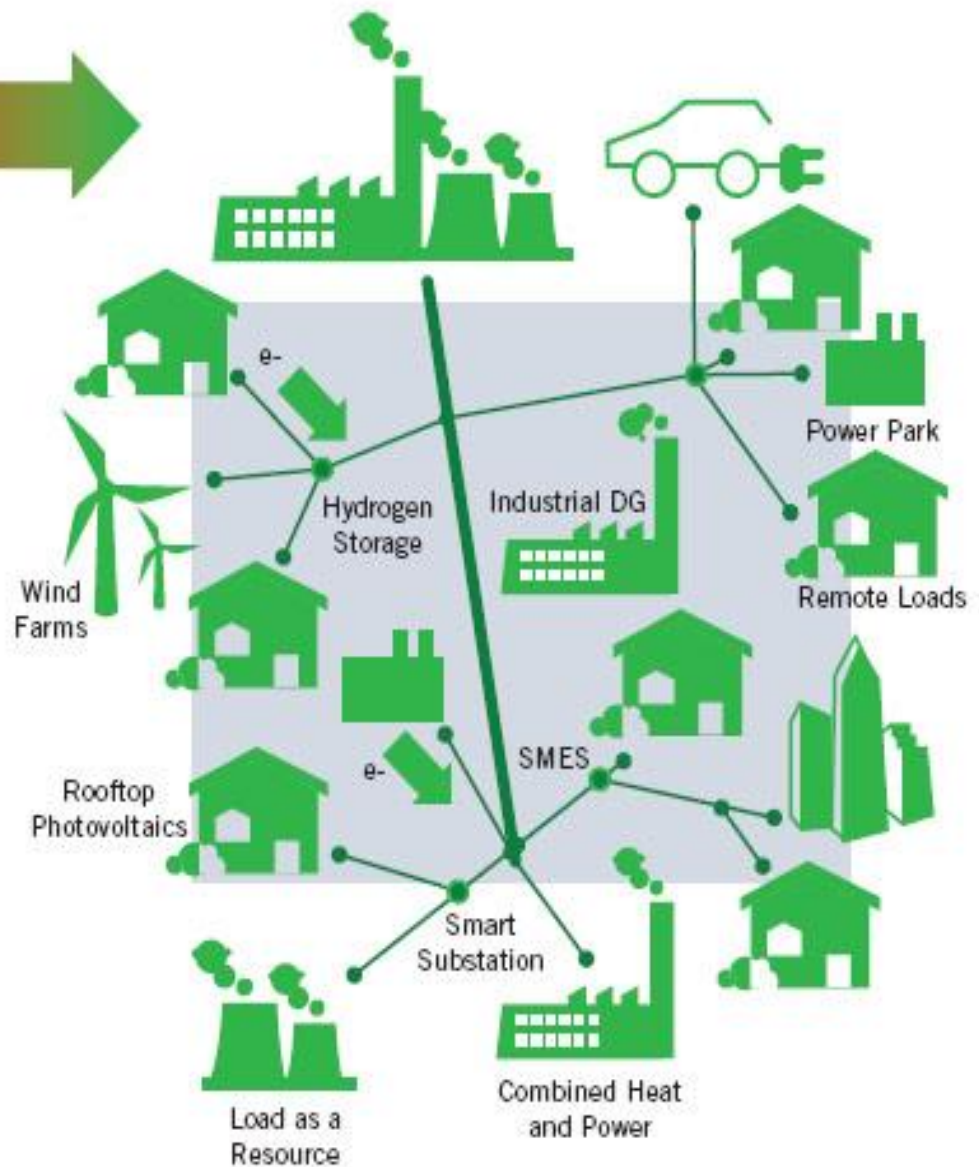


Fig. 1. The IEEE's version of the Smart Grid involves distributed generation, information networks, and system coordination, a drastic change from the existing utility configurations.

Why should you care?



- This is the first time that the DPU has mandated that the electric distribution companies (EDCs) like Eversource modernize our antiquated grid
- Choices made today will have dramatic impacts on Distributed Energy Resources, storage, energy efficiency for many years to come
- This is an opportunity for consumer empowerment
 - Could allow consumers to better understand their usage and make informed energy decisions
 - Could allow consumers to play in a role in stabilizing the grid and reducing infrastructure costs
 - Could better enable consumers to play a role in reducing emissions and mitigating climate change impacts
- ***You're paying for it!***

What could it do for us?



- Greater system stability and resiliency
- Expand renewable energy integration
- More opportunities for energy efficiency and demand management
- Encourage development of microgrids

Overall, more local control and a central role for consumers... *depending on what is put in place.*

DPU's Grid Modernization Goals:



The DPU set forth four primary goals in its order for all Massachusetts utilities to submit plans for grid modernization:

1. Reducing effects of outages
 - *Number of outages, length of outages, number of customers affected, including weather-related*
2. Optimizing demand, including reducing system and customer costs
 - *Don't pay lots of money for infrastructure you only need a few hours per year*
 - *Deploy technology that enables customers to optimize their demand*
3. Integrating distributed energy resources
 - *Allow customers with solar and/or storage (including EVs) to contribute to grid reliability and renewable energy goals*
4. Improving workforce and asset management
 - *Make our utilities operate more efficiently and reduce customer costs*

Smart metering



In its order on grid modernization, the DPU mandated that utilities achieve Advanced Metering Functionality (AMF) within 5 years of plan approval, or make a business case demonstrating that a longer timeframe is a superior approach.

AMF* (smart metering) includes four elements:

1. Collection of customers' interval usage data, in near real time, usable for settlement in the ISO-NE energy and ancillary services markets
2. Automated outage and restoration notification
3. Two-way communication between customers and the utility
4. Communication with and control of household appliances (with customers' permission)

*AMF is a specific set of functions. AMI (Advanced Metering Infrastructure) is a specific technology to achieve AMF

Eversource's proposal



- In August 2015, Eversource filed its five-year, \$496 million Grid Modernization Plan
- Claims consumers are at the center of the plan
- Conservative, grid-facing approach
 - Emphasizes incremental investments
 - “...a flexible foundation for the future”
 - Heavily focused on improving reliability & resiliency
- Downplays benefits of giving consumers greater access to information and pricing transparency
 - Most apparent through opt-in approach to advanced metering and time-varying rates
 - Takes position that customers are uninterested in TVR

Eversource spending proposals



Investment Category	5-year Capital + O&M (million)
Smart & Integrated Grid	\$171.9
Resilient Grid	\$150
Customer Engagement	\$108.2
Enabling Investments	\$66.3
TOTAL:	\$496.4

In summary...



Potential Benefits:

- Will provide system operators with much greater visibility in to real-time status of system
 - Leads to greater operation and, in theory, planning efficiencies
- Will improve reliability and resiliency of the grid
 - Less customer outages, shorter outages
- Concerns
 - Utility-centric
 - No universal AMI = limited customer engagement
 - No cost allocation according to benefits
 - Inclusion of core utility functions
 - Limits potential for smart metering and associated benefits
 - TVR program design does not appear to meet DPU requirements

A high-level comparison...



National Grid also filed a ~\$1 billion GMP that proposed a full deployment of advanced meters on an opt-out basis throughout their service territory

Eversource

- Focused on grid-facing technologies
- Emphasizes reliability
- Not convinced residential/small business customers will benefit from TOU/advanced metering

National Grid

- Says their plan is for the “utility of the future”
- More of an “all of the above” approach to technology deployment
- Used AMI deployment experience in Worcester to inform GMP
- Exploring battery storage

As the GMPs are currently proposed, five years from now:



A customer on Cape Cod or Martha's Vineyard...	A customer in National Grid service territory...
...may have increased grid reliability from grid fortification	...will have a more stable, demand-optimized grid and benefit from real-time outage and restoration notification to their utility through their meter
...will have minimal/no insight in to real-time energy usage patterns, seeing only their total usage on the monthly bill, like they do now	...will have deeper insight in to their usage patterns, enabling informed energy decisions
...will be unable to receive or respond to real-time pricing signals	...will receive real-time pricing and can adjust usage accordingly, with the help of smart/connected appliances
...will have few or no opportunities to reduce costs by shifting usage	...will be able to benefit from time-of-use pricing by shifting their usage to lower-priced periods of the day (possibly automatically, with the help of smart/connected appliances)

Smart grid in other states



- MA is not leading the curve – across the U.S. there are about 60 million smart meters already installed
- Baltimore Gas & Electric:
 - Began installing smart meters in 2012
 - \$2.50 in benefits for every \$1 spent
 - Have “Energy Savings Days,” ~700,000 participants, \$7.26 average bill credit
- Commonwealth Edison (Chicago)
 - 2.5 million smart meters installed
 - 2015 was best reliability year ever, largely due to automatic outage notification
 - Smart meters saved \$3 million in truck-rolls

As consumers...



Do we want to continue to interact with our utility only once-a-month, in the form of a bill?

Or do we want to have a more thorough understanding of our individual energy usage and be able to interact with our grid in real-time by:

- Managing our usage and demand
- Being incentivized (\$\$) to contribute to grid stability and lowering infrastructure costs
 - Example: charging your EV when real-time prices are low, then discharging (selling power back to the grid) when real-time prices are high
 - Example: Set your smart thermostat to pre-cool your house when demand/real-time prices are low in the morning, but then cut off during peak demand/price hours in the afternoon

Timeline Snapshot



- August 2015 – Utilities Filed GMPs
 - CLC and other parties began review
- May 2016
 - CLC Granted Intervenor Status
 - Procedural Schedule Issued
 - DPU Ruled Rate Design is Outside Grid Mod Scope
- June 2016
 - Utilities filed GMP updates
 - CLC filed first of 5 IR sets
- August 2016 – Procedural schedule suspended

Next Steps



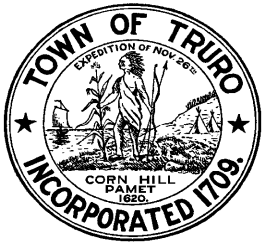
- Continue to get information from Eversource through Information Requests
- Continue to inform and engage consumers and communities on issues of concern
- Develop positions based on information received and consumer input
- Communicate consumer and community concerns to DPU
- Take our survey on Grid Modernization/Smart Grid:
www.surveymonkey.com/r/gridmodsurvey



Questions?

For more information:

- Visit our webpage on Grid Modernization at www.capelightcompact.org/smartgrid
- Contact us with questions:
info@capelightcompact.org
508-375-6644



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

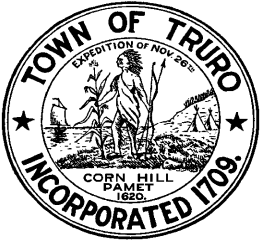
REQUESTED MEETING DATE: November 2, 2016

ITEM: Update on County and Cape Cod Commission

EXPLANATION: Paul Niedzwiecki, the Executive Director of the Cape Cod Commission and Jack Yunits, Barnstable County Administrator will be presenting updates on Barnstable County and the Cape Cod Commission.

SUGGESTED ACTION: None Required, Presentation Only.

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: November 2, 2016

ITEM: Discussion of Local Comprehensive Plan Committee Charge

EXPLANATION: The 2017 Goals and Objectives include objective *CS1 – The Board of Selectmen, with input from the Planning Board, will appoint and develop a charge for a committee to update the Town’s Comprehensive Plan to be completed by January 1, 2018.* Selectperson Coburn requested that this be placed on the agenda for a discussion by the Board. Attached is the charge for the 2004 Local Comprehensive Plan Committee.

SUGGESTED ACTION: *MOTION TO*

ATTACHMENTS:

1. 2004 Local Comprehensive Plan Committee Charge



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: (508) 487-2702 Fax: (508) 487-2762

MEMORANDUM

DATE: 18 February 2004
FROM: BOARD OF SELECTMEN
TO: LOCAL COMPREHENSIVE PLAN COMMITTEE
SUBJECT: LOCAL COMPREHENSIVE PLAN COMMITTEE CHARGE

In accordance with the Truro Town Charter, Chapter 6-4-2, the Board of Selectmen hereby establish the Local Comprehensive Plan Committee as a standing committee with the following charge:

LOCAL COMPREHENSIVE PLAN COMMITTEE CHARGE

The Local Comprehensive Plan Committee (LCPC) shall be comprised of nine (9) members appointed by the Board of Selectmen. The composition of the LCPC shall be as follows: one member each from the Planning Board, the Board of Health, the Board of Appeals, and the Conservation Commission plus five (5) members chosen from the public at large.

It shall be the LCPC's mission to provide a process for completion, presentation, and implementation of the revised Local Comprehensive Plan that is inclusive of comments from individuals and groups representing all facets of our community. It is the hope of the Board of Selectmen that the LCPC will undertake its work in full understanding that the current revision of the plan should serve as a base for the final plan and that some aspects of the document may require further updating.

The Committee's efforts will include, but not necessarily be limited to, the following:

Completion, Preparation, and Presentation of the Local Comprehensive Plan

1. Provide stewardship of the Local Comprehensive Plan (LCP), which shall include scheduling and holding public meetings—or other information gathering and disseminating efforts—as needed;
2. Present the updated, rewritten document to the Board of Selectmen;

Completion, Preparation, and Presentation of the Local Comprehensive Plan, Continued

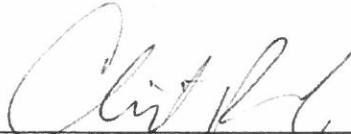
3. Present the updated, rewritten LCP to the Cape Cod Commission;
4. Prepare an Executive Summary of the LCP for distribution to the public;
5. Present the updated, rewritten LCP to Town Meeting.

Implementing the Local Comprehensive Plan


6. Set a time frame for implementation and assign responsibilities therefor;
7. Work with relevant committees to develop zoning by-law changes or additions to enable implementation of the LCP;
8. Work with relevant committees to hold hearings for comments on by-law changes and additions or other measures taken to implement the LCP;
9. Prepare information for public dissemination and discussion on contemplated by-law changes or other implementation measures;
10. Monitor success of above actions and observe impediments to implementation;
11. Provide reports on a mutually agreed upon schedule to the Board of Selectmen and to Town Meeting.



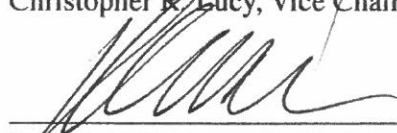
Sally Sears-Mack, Chairwoman



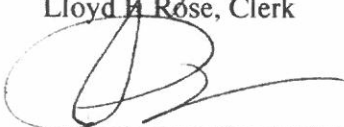
Christopher R. Lucy, Vice Chairman



Lloyd B. Rose, Clerk



Harold A. Eastman



Paul J. Asher

Truro Board of Selectmen



TOWN OF TRURO

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

Date: October 15, 2013
From: Board of Selectmen
To: Local Planning Committee

In accordance with the Truro Town Charter, Chapter 6-4-4, the Board of Selectmen hereby establishes the Local Planning Committee as an ad-hoc committee with the following charge:

LOCAL PLANNING COMMITTEE CHARGE PHASE 1

The Local Planning Committee (LPC) shall be comprised of ten (10) members appointed by the Board of Selectmen. The composition of the LPC shall be as follows: one member each from the Planning Board, Conservation Commission, Open Space Committee, Historical Commission, Recreation Commission, Beach Commission, Board of Health, Economic Development Committee, Housing Authority, Energy Committee and the Water Resources Oversight Committee. Each Board/Committee/Commission shall recommend one of its members for appointment to the Board of Selectmen.

The mission of the LPC for Phase 1 is to provide the ground work for the completion, presentation, and implementation of an update of the 2005 Truro Local Comprehensive Plan (LCP) and assure consistency with the 2012 Regional Policy Plan (RPP). As there are several approved plans within the Town of Truro and others in the draft stages, it is important for the LPC to understand each of these plans and how they will/can be utilized.

The following Task shall be completed by the LPC:

- Task 1: Review the 2012 Regional Policy Plan. Meet with Truro's staff representative and Town staff as necessary.
- Task 2: Review current approved plans (*Open Space and Recreation Plan, Historic Inventory Plan, Affordable Housing Plan, Energy Reduction Plan*, and any other approved plan), draft plans (*Comprehensive Waste Water Management Plan* and any other draft plans) and other planning activities utilizing the 2012 RPP three resource grouping categories for planning activities: Growth Management Systems (Land Use and Economic Development), Natural Systems (Water Resources, Coastal Resources, Marine Resources, Wetlands, Wildlife and Plant Habitat and, Open Space and Recreation) and Human/Built Systems (Transportation, Waste Management, Energy, Affordable Housing, and Heritage Preservation and Community Character.)

Task 3: Report back to the Board of Selectmen as to the recommended methodology to be used to integrate current plans, plans in progress and areas that still need to be addressed. The LCP should report back to the Board of Selectmen three (3) months after the LCP's first meeting.

Task 4: Draft a revised charge for the LCP to move forward in order to complete the update of the TLCP – Phase 2 Charge. The LCP should present the Phase 2 Charge to the Selectmen within 1 month of the Task 3 date.

All meetings shall be held in conformity with the Massachusetts Open Meeting Law.

The Assistant Town Administrator/Planner shall serve as the Staff Liaison to the LPC and a there shall be a Board of Selectmen Liaison appointed. All Town Staff shall be available as necessary.

Jay Coburn, Chair

Breon Dunigan, Vice-Chair

Janet Worthington, Clerk

Robert Weinstein

Paul Wisotzky

Truro Board of Selectmen



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

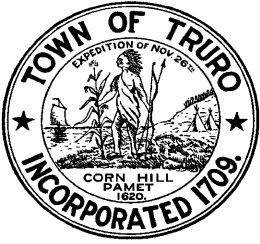
6. CONSENT AGENDA

A. Review/Approve and Authorize Signature:

1. Water Service Application for 276 Shore Rd – Days Cottages
2. Extension Agreement for the Cape Cod Commission review process for the Herring River Restoration Project
3. Cape Cod Municipal Health Group Agreement for Joint Negotiation and Purchase of Health Coverage

B. Review and Approve 2017 Annual Lodging House License – Gingerbread House

C. Review and Approve Board of Selectmen Minutes – October 4, 2016, October 11, 2016



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Pat Pajaron, Health Agent on behalf of Sherry Wilkinson, Owner of Unit #1, 276 Shore Rd

REQUESTED MEETING DATE: November 2, 2016

ITEM: Truro Water Service Application for - 276 Shore Rd

EXPLANATION: This request conforms with the *Board of Selectmen Policy #24- Provincetown Water Line Application Process*. This is an existing 24 unit (cottages) condominium facility with an existing dwelling/retail store currently served by town water. There is no expansion of water service proposed. Per the Provincetown Water Department, a conversion to condominium form of ownership requires upgrades to the water pipes, with separate water meters, a meter pit and tap. Due to the size and scope of work required to separate the water service for all of the units, only 4-5 units will be done at a time. This is the first application received to separate water service at this location.

The Board of Health reviewed and approved this application at their meeting held on November 1, 2016.

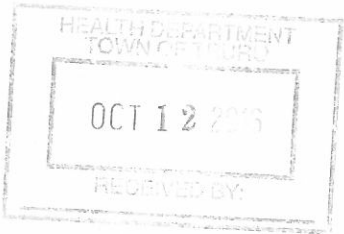
FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: If not approved, an alternative would have to be sought through other options.

SUGGESTED ACTION: *MOTION TO approve & authorize the Chair to sign the new water service application for 276 Shore Rd, Unit #1, Truro MA, prior to submission to the Provincetown Water and Sewer Board.*

ATTACHMENTS:

1. Truro Water Service Application for New or Expansion of Existing Water Service
2. Site Plan for 276 Shore Rd



TOWN OF TRURO BOARD OF HEALTH

P.O. Box 2030, Truro MA 02666
Tel: 508-349-7004 Fax: 508-349-5508

TRURO WATER SERVICE APPLICATION FOR NEW OR EXPANSION OF EXISTING WATER SERVICE

APPLICANT INFORMATION

Date: OCT 12, 2016 Name: SHERRY WILKINSON
Water Service Address: 276 SHORE RD UNIT 1 Map/Parcel/Lot 1322
Mailing Address: 712 N TUSCAN LN City/State/Zipcode COEUR D'ALENE ID 83814
Phone Number: [REDACTED] Email Address: [REDACTED]

EMERGENCY TELEPHONE NUMBERS

Plumber Name: ~~KEITH~~ KEITH THURLOW Phone Number: [REDACTED]
Property Manager: PAUL TITO STEFANI Phone Number: [REDACTED]
Other Name & Phone Number: _____

TYPE OF SERVICE REQUESTED:

- New Water Service: Proposed Title 5 Design Flow: _____
- Expansion of Water Service:
Existing Title 5 Design Flow: _____ Proposed Title 5 Design Flow: _____
- Water Service for Condominium Conversion (separate meters, tap etc.) # of Units 4-5
IN INCRIMENTS PER PROVINCETOWN WATER DEPT

Type of Facility:

- | | | |
|----------------------------------------|-------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Single Family | <input checked="" type="checkbox"/> Condo | <input type="checkbox"/> Multifamily Dwelling |
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Motel | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Retail | <input type="checkbox"/> Office Building | <input type="checkbox"/> Industrial: _____ |

Meter installations fifty (50) feet or greater from the curb stop must be in a meter pit adjacent to the curb top. Concrete meter pits are required in roads or driveways.

I hereby agree to abide by all the rules and regulations of the Provincetown Water Department now in force or to be established by the Water and Sewer Board and declare that there is no other means of supplying potable water on-site (e.g. private well).

Applicant Signature: Sherry Wilk

ONCE TRURO & PROVINCETOWN OFFICIALS HAVE APPROVED THE APPLICATION, PLEASE SUBMIT A COPY TO THE TRURO HEALTH DEPARTMENT

SIGNATURES OF APPROVAL ***OFFICIAL USE ONLY*******

TRURO BOARD OF HEALTH

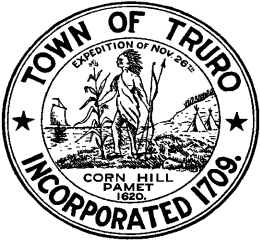
DATE OF APPROVAL

TRURO BOARD OF SELECTMEN

DATE OF APPROVAL

**PROVINCETOWN WATER &
SEWER BOARD**

DATE OF APPROVAL



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Margo Fenn

REQUESTED MEETING DATE: November 2, 2016

ITEM: Extension Agreement for Herring River DRI Hearing Period

EXPLANATION: This is a request to sign an extension agreement for the Cape Cod Commission review process for the Herring River Restoration Project. This extension will allow the parties sufficient time to prepare and submit an application to the Cape Cod Commission.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The current review period runs out on November 25, 2016. If the extension agreement is not signed, the application will not be fully responsive to the Cape Cod Commission's comments provided during the joint review process with the Massachusetts Environmental Policy Act unit.

SUGGESTED ACTION: *MOTION TO approve the extension agreement for the Cape Cod Commission review process for the Herring River Restoration Project, and authorize the Chair to sign.*

ATTACHMENTS:

1. Herring River DRI hearing period Extension Agreement.

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

Extension Agreement- DRI Public Hearing Period

Date: _____, 2016

Re: Development of Regional Impact
Herring River Restoration Project
Towns of Wellfleet and Truro
(Commission No. 08009)

1. The above referenced matter ('Project') required the preparation of an environmental impact report (EIR) under the provisions of sections sixty-one to sixty-two H, inclusive, of chapter thirty of the General Laws, the Massachusetts Environmental Policy Act (MEPA) and thus is subject to mandatory Development of Regional Impact (DRI) review by the Cape Cod Commission (Commission) pursuant to Section 12(i) of the Cape Cod Commission Act;
2. The Project underwent Joint Review between the Cape Cod Commission and the Massachusetts Environmental Policy Act (MEPA) Office during its MEPA review period, during which the Commission held hearings and provided comments on the project's MEPA filings;
3. The Secretary of the Massachusetts Executive Office of Energy and Environmental Affairs issued a Certificate on the Project's Final Environmental Impact Report (FEIR) July 15, 2016, determining that the Project adequately and properly complies with MEPA.
4. The Cape Cod Commission opened the Development of Regional Impact (DRI) public hearing period on the Project August 29, 2016;
5. Pursuant to Section 7(c)(vi) of the Enabling Regulations Governing Developments of Regional Impact: Chapter A of the Code of Cape Cod Commission Regulations (as amended Nov. 2014), the Applicant Towns of Wellfleet and Truro (Towns), and the Cape Cod Commission, hereby mutually agree to extend the DRI public hearing period on the above referenced matter to July 31, 2017, which extension will allow the Towns sufficient time to prepare and submit an application to the Cape Cod Commission, among other things, responsive to the Commission's comments provided during Joint Review.

(signature page follows)

SIGNATURES

Executed this _____ day of _____ 2016.

For the Commission by:

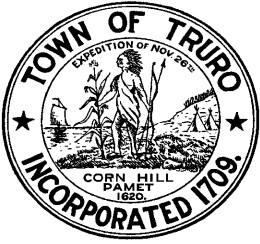
Roger Putnam, Town of Wellfleet Cape Cod Commission Representative
DRI Subcommittee, Chair

For the Town of Wellfleet by:

Chair, Wellfleet Board of Selectmen

For the Town of Truro by:

Chair, Truro Board of Selectmen



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: November 2, 2016

ITEM: Cape Cod Municipal Health Group (CCMHG) Agreement for Joint Negotiation and Purchase of Health Coverage

EXPLANATION: Proposed amendments to the CCMHG Joint Purchase Agreement were unanimously approved at the October 19th, 2016 Board meeting. The signature page must be signed by our Representative to confirm its acceptance of the Agreement.

IMPACT IF NOT APPROVED: The Town will have to withdraw from the group and seek alternative health care coverage.

SUGGESTED ACTION: *MOTION TO approve the Cape Cod Municipal Health Group Agreement for Joint Negotiation and Purchase of Health Coverage and to Authorize the Chair to Sign.*

ATTACHMENTS:

1. Cape Cod Municipal Health Group Agreement for Joint Negotiation and Purchase of Health Coverage

CAPE COD MUNICIPAL HEALTH GROUP
AGREEMENT FOR JOINT NEGOTIATION & PURCHASE
OF HEALTH COVERAGE

Original Agreement: Effective October 1987

Amended July 1993, April 1996, July 1997, January 1998, November 29, 2001,
July 25, 2007, October 9, 2013, and October 19, 2016

CAPE COD MUNICIPAL HEALTH GROUP

**MUNICIPAL HEALTH GROUP
AGREEMENT FOR JOINT NEGOTIATION
AND PURCHASE OF HEALTH COVERAGE
As amended through October 19, 2016**

Article 1. Authority and Purpose.

This Agreement is entered into in accordance with M.G.L. Chapter 32B, Section 12, (all reference herein to state or federal law refer to current statutes, any amendments thereto, and successor legislation of like purpose and effect) to enable the governmental units executing this Agreement as indicated in Article 15 hereof, and any subsequent amendment to this Agreement adding additional governmental units accepted for participation in accordance with the procedures described in Articles 2 and 11 hereof, hereinafter referred to as the "Participating Governmental Units," to join together in negotiating and purchasing policies authorized under M.G.L. Chapter 32B, Section 3, including health and life insurance; Health Maintenance Organization coverage as authorized by M.G.L. Chapter 32B, Section 16; Administrative Services Only coverage as authorized by M.G.L. Ch. 32B, Section 3A, which may include Preferred Provider Arrangements; or other methods of self-funding employee health, dental, and life coverage as may be allowed by law. The economies of scale and other benefits derived through joint negotiation and purchase anticipated by the authority granted to the participants by M.G.L. Chapter 32B, Section 12, constitute the purpose of this Agreement.

Article 2. Participants.

The participants in this joint negotiation and purchase agreement are those listed as signatories to this Agreement on each page of Article 15. It is understood and agreed that additional governmental unit participants may be added pursuant to Article 11.

Article 3. Term of Agreement and Participation.
(as amended on November 29, 2001)

This Agreement shall take effect on July 1, 1987 or on the date that three or more governmental units execute signature of this Agreement. This Agreement shall continue in full force and effect for an indefinite period, subject to amendment as agreed upon in accordance with the terms of Article 11 of this Agreement, so long as three or more governmental units elect to continue participation.

Any Participating Governmental Unit may withdraw from this Agreement at its discretion but may do so only as of the anniversary date of the health plan contracts purchased through this agreement, i.e. midnight June 30th of any year, and upon written

notification to the Board of such intent to withdraw by December 1st of the year preceding the intended withdrawal.

Notwithstanding any other provisions of this Agreement, a Participating Governmental Unit maintains its autonomy and responsibility for collective bargaining.

Any Participating Governmental Unit (“PGU”) which is ninety (90) days in arrears for the payment due under Article 9 of this Agreement may be charged late fees as described in Article 9. If a PGU fails to pay the outstanding balance plus late payment fees within 31 days of having been billed for these charges, the PGU may be terminated from participation in this Agreement at the Board’s discretion. Such termination shall not limit the remaining Participating Governmental Units from obtaining payment of all monies in arrears under Article 9.

Article 4. Administration.
 As amended through 10/9/13

Administrative authority shall be vested in a Board to be known as the Cape Cod Municipal Health Group Board, herein referred to as the “Board.” The appropriate public authority, as defined in M.G.L. Chapter 32B, Section 2(a), of each Participating Governmental Unit shall appoint one primary member of the Board, who shall have one vote, and one alternate member who shall assume all of the responsibilities of the primary member in the event of the primary member’s absence. Appointment of primary and alternate members of the Board to represent Dukes County shall be made in accordance with the Articles of Merger previously executed by and between the Cape Cod Municipal Health Group and the Dukes County Health Group. Said appointments shall be made within thirty (30) days following the execution of this Agreement. The Board Member representative of each Participating Governmental Unit shall serve until replaced by the appropriate public authority of the Participating Governmental Unit. It is understood and agreed that the Cape Cod Municipal Health Group Board Members may rely on the authority of each Board Member to represent the respective Participating Governmental Units and any vote of any individual Board Member shall be deemed to be binding upon the Participating Governmental Unit represented by such Board Member.

It is understood and agreed that the Board shall have full discretion to elect from its memberships a chairman and any other officers that it deems appropriate and may elect to establish any committee for whatever purpose it deems appropriate and consistent with the terms of this Agreement.

It is further understood and agreed that the Board may elect from its membership (both primary and alternate members) a Steering Committee of up to nine (9) persons representing nine (9) Participating Governmental Units, hereinafter referred to as the Steering Committee. The Steering Committee members shall serve for a term of one year or until removed by the Board. Steering Committee members may be elected for

succeeding terms. In the event that a Steering Committee member is removed from the Board by the appropriate public authority of the Participating Governmental Unit, the Board may elect a replacement.

It is furthermore understood and agreed that the Board may elect from its membership (both primary and alternate members) one (1) Alternate Steering Committee Member, representing a tenth (10th) Participating Governmental Unit, who shall be authorized to assume all responsibilities, including voting, of any one (1) absent Steering Committee member.

The Steering Committee shall have whatever authority is granted to it by the Board including the establishment of advisory sub-committees. Such authority may include the authority to negotiate and contract with health insurance carriers or other health coverage providers, insurers, consultants, and any other individuals or organizations deemed to be appropriate by the Steering Committee on behalf of and for the benefit of the Board and each Member's respective Participating Governmental Unit concerning the subject of this Agreement. The Steering Committee may be vested with other powers including the power: (1) to review annual rate renewals; (2) to negotiate health coverage renewal contracts, negotiate funding and other financial arrangements (including ASO or other financial arrangements authorized by M.G.L. Chapter 32B, Section 3A); (3) make recommendations to the Board regarding levels of coverage; and any other matter authorized by M.G.L. Chapter 32B which is not specifically reserved to each respective Participating Governmental Unit. The Board, either directly or acting through its Steering Committee, may establish a central administrative office and employ such personnel or contract for such administrative services as may be necessary to carry out the provisions of M.G.L. Chapter 32B and this Agreement.

Whenever the Board or the Steering Committee (as authorized) enters into agreements with a central administrative office, a consultant, or administrative personnel, payment for such services and related expenses shall be appropriately allocated to the Participating Governmental Units in proportion to the number of the Participating Governmental Unit's subscribers covered under the contracts negotiated and purchased under the authority of this Agreement.

Article 5. Quorum.
(as amended through July 25, 2007)

The Board shall adopt a schedule of meeting dates and times for the conduct of ordinary business and shall establish a reasonable procedure for notice to the members of the Board and appropriate public authorities concerning special meetings. The Steering Committee shall, in a like manner, establish a procedure for adequate notice to each Steering Committee member for all meetings to be conducted. A quorum of the Board or the Steering Committee following issuance of the required notice shall consist of not less than a majority of the members of the Board with reference to Board meetings and

Steering Committee with reference to the Steering Committee meetings. A majority vote of the members in attendance at a duly called meeting shall be deemed to be a vote of the Board or the Steering Committee, respectively, except as is otherwise noted in Article 11. The Board and the Steering Committee are subject to the requirements of M.G.L. Chapter 39, Sections 23A & 23B (“Open Meeting Law”).

Article 6. Organization and Chairperson.

The Board and the Steering Committee shall each elect from their respective memberships, by majority vote of the participants at a duly called meeting, a Chairperson, who shall serve for a term of twelve (12) months, unless replaced prior to termination of such twelve (12) month period by a vote of respective majorities of the Board or the Steering Committee, respectively, in attendance at a duly called meeting. It is understood and agreed that the Chairperson may be elected for succeeding twelve (12) month terms at the discretion of the Board or the Steering Committee, respectively.

It shall be the duty of the respective Chairpersons to call meetings of the Board and the Committees, including designation of the date, place, and time of such meetings, and to perform other duties and functions as delegated by the Board and Committees respectively.

The Board and the Committees of the Board may elect any other officers for their respective bodies, whom the Board and the Committees respectively deem appropriate, by vote of a majority in attendance at a duly called meeting.

Article 7. Communication.

It shall be the duty of each member of the Board, and in the primary member’s absence, the duty of the alternate member, to communicate all matters relating to the action of the Board to the member’s respective Participating Governmental Unit’s appropriate public authority. Copies of the minutes of Board and Steering Committee meetings shall be sent to each Participating Governmental Unit’s Appropriate Public Authority and Town Clerk’s Office. In the event that both the primary and alternate members representing a governmental unit are absent, it is the duty of the Chairperson, acting directly or through the central administrative office or other designee of the Chairperson, to communicate, in writing and in a timely manner to the absent Board member’s respective appropriate public authority, any action taken by the Board.

It shall be the duty of the Chairperson of each Committee of the Board to report to the Board through the Chairperson of the Board all actions taken by the Committee. In addition, it shall be the duty of each Committee to report to the Board membership at a duly called meeting of the Board, the actions of the Committee and, in any event, such reports shall be made no less than four (4) times during each fiscal year.

Article 8. Calculation of Health and Dental Plan Funding Rates.

The Board shall determine the monthly rates payable by each Participating Governmental Unit (“PGU”). The payment calculated by the Board shall be comprised of a rate determined to be 100% of the funding rate or premium requirement as established through underwriting and/or actuarial estimates.

It is understood and agreed that notwithstanding the individual experience rating of each PGU, all surpluses and deficits shall be dealt with on a collective basis. In the case of a certified surplus, the Board will determine whether the excess funds will remain in the trust fund for the purpose of reducing the PGUs’ future funding rate expenses, or be distributed to each PGU through this Agreement based on its proportionate share as described in paragraph 5 of this Article 8. At the time of a certified deficit, additional revenue will be raised from the PGUs through direct assessment through this Agreement based on each PGU’s proportionate share as described in paragraph 5 of this Article 8.

If the Board determines that it will deal with a certified surplus (deficit) through reducing (increasing) future funding rates that will be charged to PGUs, the funding rate(s) (“basic funding rate(s)”) will be determined based on claims experience projected forward, and the amount of reduction (increase) due to application of the surplus (reducing the deficit) will be determined and presented separately (“funding rate adjustment”). A new PGU will be assessed the basic funding rates without the “funding rate adjustment” for a period to be determined by the Board which shall not be less than two years nor greater than three (3) years unless no less than two-thirds of the Board present at a duly called meeting votes to make an exception to this stipulation.

If the Board determines that it will deal with a certified surplus or deficit by direct distribution to or assessment of each PGU, the determination of a PGU’s proportionate share of a certified surplus or deficit shall be calculated as follows:

The proportionate share of a PGU shall be the sum of funds billed to the PGU by the Cape Cod Municipal Health Group (“CCMHG”) for self-funded plans for the most recent 12-month fiscal year period divided by the sum of funds billed to all CCMHG PGUs for self-funded plans for the most recent 12-month period. The sums may be adjusted for retroactive enrollment changes made in the first month after the 12-month period.

The Board, either directly or through the Steering Committee, shall determine within six (6) months of the end of each policy year, a reconciliation of the trust fund balance for the joint purchase group. A surplus or deficit shall then be dealt with appropriately.

It is further understood and agreed that each Participating Governmental Unit shall be responsible for paying all insurance, premium, administration, or claims charges which were incurred by that Participating Governmental Unit or any person insured by that Governmental Unit prior to the effective date of the joint purchase group’s coverage

with the health insurance carrier. Each Participating Governmental Unit shall be responsible for paying in full all “run-out” claims charges from cost plus arrangements which terminate upon the effective date of this coverage. Premium charges for services incurred by a Participating Governmental Unit prior to the effective date of this coverage but billed to the joint purchase group after the effective date of this Agreement will be billed in full to the Participating Governmental Unit by the central administrative office, and payment will be remitted by the central administrative office to the carrier.

Article 9. Payment of Health and Dental Plan Funding rates and Insurance Premiums, including but not limited to Medicare Senior plan and Vision Care plan.

Each PGU shall make payment on a monthly basis of the health and dental plan funding rates and insurance premiums based on the PGU’s enrollments in each plan and the allocated expenses for the maintenance of a central administration office and the hiring of consultants and administrative personnel pursuant to Article 4 and other insurance products and services including but not limited to reinsurance and administrative fees. It is further understood and agreed that the central administrative office or other designee of the Board shall determine the appropriate payment due from each PGU each month.

It is also understood and agreed that each governmental unit shall pay as billed and that adjustments, if required, shall be made retroactively.

The Board shall contract with one or more banks to act as depository of payments contemplated by this Article 9, and accounts established shall be interest bearing accounts. Each designated bank shall be required, as a precondition to service as such depository, to act under the direction of the Board or its designee for the benefit of the Participating Governmental Units and the Board and shall provide for periodic reports and statements of accounts as required by the Board or its designee.

The Board shall provide for an annual independent audit of the payments contemplated by this Article 9. This report shall be provided to each member of the Board within six (6) months of the end of the Cape Cod Municipal Health Group’s fiscal year.

All payments described in this Article 9 shall be due and payable no later than thirty (30) days following receipt of notice or bill from the Board or the CCMHG’s central administrator. Interest at a rate determined by the Steering Committee may begin to accrue starting on the thirty-first (31st) day following receipt of notice or bill. In the event that any such payment is in arrears or in the event that the Board determines that additional funds are required due to the premium and other charges contemplated by this Article 9, the Board shall be authorized to obtain funds through financial arrangements with providers of health coverage, and other financing arrangements including advances

from the PGUs. The Board shall determine the respective payments for interest and other charges allocable to each PGU.

Article 10. Eligibility Determination.

It is understood and agreed that nothing contained in this Agreement shall in any way limit the authority of a PGU to determine that a person is eligible for participation in the health coverage program in accordance with the provisions of M.G.L. Chapter 32B. In addition, all notification of eligibility, employee direct billing, including notification to and from affected parties of eligibility rights under M.G.L. Chapter 32B, the Consolidated Omnibus Budget Reconciliation Act of 1985, and any other applicable federal and state statutes, shall be the responsibility of and determined by the PGU.

Article 11. Amendment Procedure, Adding New Members, and Changes to Benefit Plans. *(as amended on November 29, 2001)*

This Agreement may be amended at any time, provided that no less than two-thirds of the Board present at a duly called meeting of the Board vote to accept such amendment.

Additional governmental units may be added commencing on a date mutually agreed upon, provided that no less than two-thirds of the Board present at a duly called meeting of the Board vote to accept such additional participants. Such additional Participating Governmental Units will not be responsible for deficits incurred by the Cape Cod Municipal Health Group prior to the date of their participation in this agreement nor will they participate in any dividend or direct distribution or allocation of any surplus in the claims trust fund accrued by the Cape Cod Municipal Health Group prior to the date of their affiliation as described in Article 8. An exception to the requirements of Article 8, paragraph 3 may be made if no less than two-thirds of the Board present at a duly called meeting votes to make an exception to this stipulation.

Any change in the level of coverage or benefit schedule(s) implemented following the effective date of this Agreement shall not take effect until approved through the amendment procedure described in this Article 11. Any proposed change to the level of coverage or benefits schedule(s) shall take effect on a date designated by the Board, but notice of such proposed change(s) shall be provided to the appropriate public authority of each Participating Governmental Unit by the Board at least sixty (60) days prior to the proposed implementation date of such and voted at least ten (10) days before any Participating Governmental Unit reaches the notification of withdrawal date specified in Article 3.

Article 12. Liability Following Termination of Participation.
(as amended on November 29, 2001)

There shall be no liability for premium expense following the effective date of termination of a PGU's coverage under a contract purchased through this Agreement, except for the withdrawing PGU's proportionate share as defined in Article 8 of any deficit in the trust as of its termination date, or change in the audited fund balance during the Participating Governmental Unit's last fiscal year of participation in this Agreement as defined in this Article 12, and open premium expense and subsequent expense for its subscribers still on the plan after termination (where such continued coverage is required by law).

According to Article 3 of this agreement a PGU may withdraw from or terminate participation in this agreement only on the anniversary date of the health plan contracts purchased through this agreement, i.e. effective at midnight on June 30 of any year. The Board shall engage an independent certified public accounting firm to do an annual financial audit of the Cape Cod Municipal Health Group's health and dental trust funds at the end of each fiscal year. The Board will make every effort to assure that the audited financial statements are completed and the auditor's report is provided no later than six (6) months after the end of the fiscal year.

If a PGU terminates participation in this agreement at a time when there is a positive audited fund balance (surplus) at the end of the last fiscal year of the PGU's participation which is greater than the positive fund balance (surplus) at the end of the previous fiscal year, the PGU will receive its proportionate share of the amount that the fund balance increased as defined in this Article 12.

If a PGU terminates participation in this agreement at a time when there is a positive audited fund balance (surplus) but there was a deficit audited fund balance or zero fund balance at the end of the previous fiscal year, the PGU will receive its proportionate share of the surplus as defined in this Article 12.

If a PGU terminates participation in this agreement at a time when the audited fund balance (surplus) is less than the audited fund balance at the end of the previous fiscal year, the PGU will not be entitled to any of the fund balance upon withdrawal.

If a PGU terminates participation in this agreement at a time when there is deficit fund balance and there had also been a deficit fund balance at the end of the previous fiscal year, the PGU will be required to pay to the Cape Cod Municipal Health Group its proportionate share of the fund balance as certified on the last day of its participation as defined in this Article 12.

If a PGU terminates participation in this agreement at a time when there is a deficit fund balance; however, at the end of the previous fiscal year there had been a positive fund balance, the PGU will be required to pay to the Cape Cod Municipal Health Group its proportionate share, as defined in Article 8 and in this Article 12, of the total decrease in the fund balance as certified on the last day of its participation as defined in this Article 12.

Determination of a Participating Governmental Unit's proportionate share of a positive fund balance or deficit fund balance or change in the fund balance shall be calculated as follows:

The proportionate share of a PGU shall be the quotient obtained by dividing the sum of funds billed to the PGU by the CCMHG for self-funded plans for the most recent 12-month fiscal year period by the sum of funds billed to all CCMHG PGUs for self-funded plans for the most recent 12-month fiscal year period. The sums may be adjusted for retroactive enrollment changes made in the first month after the 12-month period.

Any portion of the fund balance owed to that Participating Governmental Unit based on its proportionate share shall be paid to that Participating Governmental Unit within sixty (60) days of receipt of the auditor's report on the financial statements.

A Participating Governmental Unit that withdraws owing a proportionate share payment to the Cape Cod Municipal Health Group, shall make such payment within sixty (60) days of receiving the bill following the receipt of the auditor's report on the financial statements.

Article 13. Hold Harmless Protection. *(as amended April 24, 1996)*

Each Participating Governmental Unit agrees that it is the responsibility of the Unit to indemnify and hold harmless each representative designated by the Participating Governmental Unit to serve on the Board and any committee established by the Board from personal financial loss and expense, including reasonable legal fees and costs, if any, to the full extent permitted by all applicable statutes, including M.G.L. Chapter 258, Sections 8, 9, and 13. Indemnification should be provided by each Participating Governmental Unit for liability arising from all activities directly related to the establishment of this Agreement.

Indemnification should be provided for liability arising from all activities directly related to the establishment of this agreement and all related activities, commencing on and after the effective date of this Agreement and this agreement through and including the date on which such designated representative terminates his or her position as a member or alternate member to the Board and the Board's committees. This hold harmless protection should include indemnification for any claim, demand, suit, or judgment relating to any act or omission arising, except for intentional violation of the civil rights of any person arising as a result of such person's service to the Cape Cod Municipal Health Group Board. This hold harmless status should include any and all activities relating to such Board participation, including, but not limited to, serving on any related committee, holding an office as a member of the Board or Committee established by the Board, traveling to and from meetings relating to the designee's service, communications and all other acts related to the appointment as a delegate or alternate delegate of the Participating Governmental Unit.

Article 14. Exclusive Group Participation in Health Benefits Program.

(Article added April 24, 1996)

Participating Governmental Units may offer to employees and retirees only those medical health plans sponsored by the Cape Cod Municipal Health Group. A governmental unit wishing to offer a medical health plan not sponsored by the Group may put such request in writing to the Board no later than December 1st for a July 1st effective date. A two-thirds (2/3rds) vote of the Board present at a duly called meeting at which a quorum is present is required to override the requirement of exclusive participation.

Article 15. Signatories to Agreement.

This copy of the Cape Cod Municipal Health Group Agreement for Joint Negotiation and Purchase of Health Coverage is executed as a sealed instrument by the undersigned on the date or dates indicated below to confirm its acceptance of the Joint Purchase Agreement following destruction by fire of the original executed Joint Purchase Agreement and to confirm acceptance of all amendments adopted since the effective date of membership of this governmental unit.

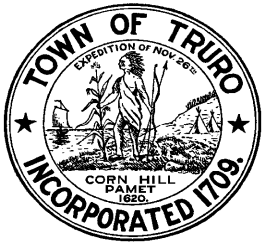
By our signatures, we, the undersigned appropriate public authority within the meaning of M.G.L. Chapter 32B, Section 2(a), members of the _____ governmental unit, evidence our acceptance of the terms of this Agreement for Joint Negotiation and Purchase of Health Coverage on behalf of our governmental unit.

For: _____
Name of Governmental Unit (M.G.L. Chapter 32B, Section 2(f)).

Name (printed)

Signature

Date



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: November 2, 2016

ITEM: Approval of 2017 Annual Lodging License-Gingerbread House-42 Depot Road

EXPLANATION: The Gingerbread House Annual Lodging House License application and supporting documentation is under the authority of the Board of Selectmen as Local Licensing Authorities. If you approve this for renewal, the license will be issued only upon compliance with all regulations, receipt of the necessary fee and proof of taxes paid in full for the fiscal year. There were no reported issues with this establishment in 2016.

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
Chapter 140 § 23	Lodging House License	Gingerbread House

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicant (Jane Rae) will not be issued a 2017 Lodging House License to operate the Gingerbread House located at 42 Depot Road.

SUGGESTED ACTION: *MOTION TO approve the 2017 annual Lodging House License for the Gingerbread House upon compliance with all regulations and receipt of the necessary fee.*

ATTACHMENTS:

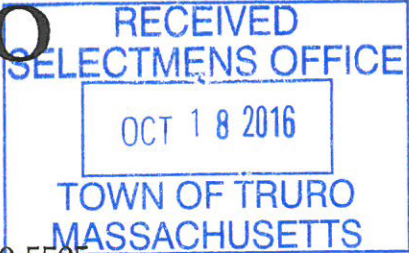
1. Renewal Application for 2017: Gingerbread House



TOWN OF TRURO

**BUSINESS LICENSE APPLICATION
ADMINISTRATION • LICENSING**
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 License Request	License Type	Hours of Operation
<input type="checkbox"/> New Application	<input type="checkbox"/> Transient Vendor - Seasonal Retail	<input checked="" type="checkbox"/> <u>Annual License</u>
<input checked="" type="checkbox"/> Renewal - No Changes	<input type="checkbox"/> Entertainment License <i>Complete Entertainment Application</i>	Number of Days Open: <i>365 days</i>
<input type="checkbox"/> Renewal - Change (s) <i>Please describe below.</i>	<input checked="" type="checkbox"/> Lodging House ___ Rooms <i>4 units</i>	Hours AM PM
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	<input type="checkbox"/> <u>Seasonal License</u>
<input type="checkbox"/> Name Change	<input type="checkbox"/> Innholder	Number of Days Open: <i>7 days</i> ^{per week}
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Taxicabs	Opening Date:
<input type="checkbox"/> Location Change	<input type="checkbox"/> Other	Closing Date:
<input type="checkbox"/> Seasonal to Annual		Hours AM PM
<input type="checkbox"/> Annual to Seasonal		<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 Jane T. Ray
Please Print

Name of Business/Corporation/Partnership Jane T. Ray dba The Gingerbread House

Business Location 42 Depot Rd Truro, MA 02666
Street Address

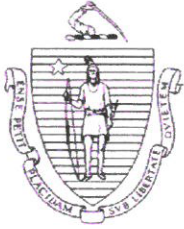
Mailing Address of Business P.O. Box 266 Truro, MA 02666
Please use preferred mailing address for any Town Correspondence

Business Contact Information 508 349 2596
Business Phone Number/Cell Phone Number/Email Address

Name of Manager Jane Ray
Please Print

Manager Contact Information 508 349 2596 (h)
Cell Number/Email Address

Manager's Mailing Address Box 266 Truro, MA 02666



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: Jane Ray dbw The Gingerbread House

Address: 42 Depot RD PO Box 266

City/State/Zip: Truro MA 02666 Phone #: 508 349 2596

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

*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: Liberty Mutual Insurance Corp.

Insurer's Address: P.O. Box 8090

City/State/Zip: Wausau WI 54402-8090

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 12/19/16

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

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

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

Signature: Jane F. Ray Date: 10/18/16

Phone #: 508 349 2596

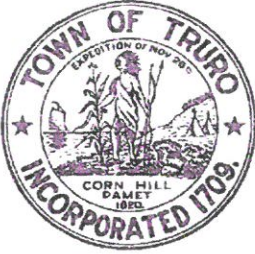
Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

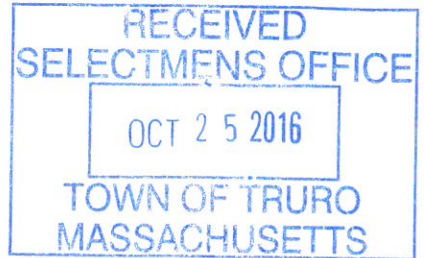
Issuing Authority (circle one):

- 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
- 6. Other _____

Contact Person: _____ Phone #: _____



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



FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: The Gingerbread House

OWNER/MANAGER: Jane Ray

ADDRESS: 42 Depot Rd PO Box 566 Truro, MA
02666

PHONE #: 508 349 2596 NUMBER OF UNITS: 4

CONTACT PERSON: Jane Ray

ADDRESS: 42 Depot Rd PO Box 566 Truro, MA
02666

TESTING COMPANY: Carter Kane Electricians

TESTING ELECTRICIAN/TECHNICIAN: Carter Kane

COMPANY PHONE #: 508 349-6283 HOME PHONE #: 508-349-0451

LICENSE #: 36076E

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

COMMENTS: Tested all smoke+Co detectors in all BLDGS.
All tested O.K.

DATE OF CERTIFICATION: 10/25/16 BY: Carter Kane
Signature of Licensed Electrician

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

DRAFT

**Truro Board of Selectmen Meeting
Truro Public Library
Tuesday, October 4, 2016**

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

Present: Town Manager Rae Ann Palmer, Assistant Town Administrator Maureen Thomas

Paul Wisotzky called the meeting to order at 5:07 p.m.

Police Chief Search Process

Chair Paul Wisotzky looked towards a process for replacing Police Chief Kyle Takakjian, who will be retiring in June 2017. This presents an opportunity for sharing a police chief with another town; however, an open search process needs to be initiated along with consideration of internal candidates for the position. Paul Wisotzky said that the job description needs to be revisited. Town Manager Rae Ann Palmer will have Town Counsel provide other Police Chief job descriptions that have components for Truro to consider. The Board and Town Manager will first examine what kind of Police Department they envision before revising the description. Rae Ann Palmer suggested inviting a Town Counsel attorney who specializes in labor to work with the Town on the process. Ms. Palmer said there are ways to get citizen input without use of a search committee. She will approach the Town Managers from Truro and Wellfleet to discuss the possibility of sharing a Police Chief. Rae Ann Palmer also has a contact who might be available for further consultation. Ms. Palmer suggested, as a starting point, holding a meeting to hear the Police Department's vision for their department. The job description with input from Town Counsel and Kyle Takakjian will then be revised before the actual selection process takes place.

Communication and Availability

Paul Wisotzky asked about the Board members' expectations for communications. For instance, on weekends he does not check e-mail. He proposed to leave the Town Manager alone on weekends except in the case of emergency. Assistant Town Administrator Maureen Thomas said she would cover emergencies if Rae Ann Palmer was not available. Rae Ann Palmer, Maureen Thomas and the Board members indicated their preferences for contact by phone, texting or e-mail.

Selectmen's Objectives

Rae Ann Palmer will give an update of her Goals and Objectives at the next BOS meeting. The Selectmen reviewed their goals for Town Services, Fiscal Management, Public Safety, Community Sustainability, Community Engagement and Governance, noting the ones that had been completed, what needed attention now, continuing efforts and what could be handled later.

Discussion of 2016 Meeting Schedule

The Selectmen and the Town Manager planned the meeting schedule for the next few months with regular meetings November 2 and November 15, a work session November 29 and a regular meeting December 13, 2016.

Town Manager's Report

Rae Ann Palmer said the candidates for the DPW Director position had been narrowed down, and she expects to announce a choice at the next regular meeting of the Board of Selectmen on October 11, 2016.

Adjournment

Jay moved to adjourn. Jan seconded, and the motion carried 5-0.
The meeting was adjourned at 6:34 p.m.

Respectfully submitted,

Mary Rogers, Secretary

Paul Wisotzky, Chair

Maureen Burgess

Jay Coburn, Clerk

Janet Worthington, Vice-chair

Robert Weinstein

Public Records Documents of 10/4/16

Selectmen's Fiscal Year 17 *Goals and Objectives*

DRAFT

**Truro Board of Selectmen Meeting
Selectmen's Chambers Town Hall
Tuesday, October 11, 2016**

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

Regrets: Janet Worthington

Present: Town Manager Rae Ann Palmer; Assistant Town Administrator Maureen Thomas

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

PUBLIC COMMENT

Ronnie Farrell of Quail Ridge Rd. came forward to express two concerns she had about the Police Department. She said she favored a plan for sharing police services with Wellfleet. Secondly, she asked that consideration be given to not filling vacancies when current officers retired or left the Truro Police Force.

BOARD/COMMITTEE/COMMISSION APPOINTMENT

Angella Graham discussed with the Selectmen her interest in serving on the Truro Cultural Council.

Robert Weinstein moved to approve the appointment of Angella Graham to the Truro Cultural Council for a three-year term ending in 2019. Maureen Burgess seconded, and the motion carried 4-0.

BOARD OF SELECTMEN ACTION

Fiscal Year 2018 Budget Message

Chair Paul Wisotzky presented a draft Fiscal Year 2018 Budget Message for the Board's review. He will correct some typos in the draft. Board members thanked the Chair and the Town Manager for their work in creating the message.

Jay Coburn moved to approved the FY19 Budget Message with the corrections and authorize the Chair to sign on behalf of the Board. Maureen Burgess seconded, and the motion carried 4-0.

Mandatory Safety Belt Usage Policy

Town Manager Rae Ann Palmer explained the proposed Mandatory Safety Belt Usage Policy. Town Counsel had informed her that it requires impact bargaining with the union. Jay Coburn suggested a word change under Procedure #1. Ms. Palmer accepted the change and said she will bring the Policy back to the Selectmen after she has met with the unions.

Maureen Burgess moved to accept the Selectmen's Policy for Mandatory Safety Belt Usage so that the Town Manager may impact bargain it. Robert Weinstein seconded, and the motion carried 4-0.

Update on FY2017 Goals and Objectives

Town Manager Rae Ann Palmer discussed initiatives covered in the areas of the *Goals and Objectives*. In the *Town Services* goals, these included: roads, needs for the DPW facility, single stream recycling, a new phone system, and the transit authority. Robert Weinstein asked for and was given the Board's approval to speak on behalf of the Selectmen at the MPO meetings. *Fiscal Management* goals reviewed included: developing policies, creating a policy manual, and formalizing operations with a centralized payroll projection data base for better management of personnel and cost control. In the area of *Public Safety* Ms. Palmer reported on the testing of applicants for positions in the Fire Department. Local applicants did well, Ms. Palmer said. She and the Chief will conduct interviews. She also said that the Cape Cod Commission may be able to provide help on improving downtown areas for business and events. The Executive Director of the Cape Cod Commissioners will be present at next meeting. Bike and walkways work improvements are planned. Robert Weinstein reported on signs and striping on the highway. For *Community Sustainability*, the Town Manager reported that the draft ANR for Cloverleaf property had gone to the Planning Consultant, and there were updates on the environmental projects for Mill Pond and Eagle Creek. The Comprehensive Plan will be placed on next meeting agenda, and a Planning Board draft bylaw was sent to Town Counsel for review. In the areas of *Community Engagement & Governance*: Rae Ann Palmer said that providing email addresses for committee members is still in progress. The Town Manager promised to keep working on *Goals & Objectives*.

Solar Contract and Possible Alternatives

Rae Ann Palmer discussed a proposal from Altus Power for a solar contract. Truro would buy net metering credits at a floating rate, always providing a discount for the electric bill. Eversource would reduce the bill accordingly. There are two options available. She suggested following the choice of the Energy Committee. The Selectmen agreed with this. She recommended following the advice of Counsel on cancelling with SunEdison: whether to cancel just the net metering or the whole contract. The repair work at the landfill should be completed soon. Robert Weinstein recommended pursuing full recompense for the damages caused by AT&T. They have paid for some of it, Ms. Palmer said.

Maureen Burgess moved to authorize Town Counsel to issue a notice to terminate and/or begin contract termination negotiations with SunEdison, and to authorize the Chair to sign a contract with Altus Power, upon completion of negotiations by Town Counsel, for the purpose of net metering credits. Robert Weinstein seconded, and the motion carried 4-0.

CONSENT AGENDA

- A. Review and Approve Emily Beebe, Assistant Health/Conservation Agent as the Truro Representative to the Barnstable County Coastal Resources Commission for a two-year term
- B. Approval of Consolidation of Legal Services
- C. Review and Approve Regular Board of Selectmen Minutes – September 20th (Work Session and Joint Meeting Minutes), and September 27, 2016 Minutes.

Maureen Burgess amended the minutes from the joint meeting with Provincetown.

Jay Coburn moved to approve the Consent Agenda with the amended minutes of the joint meeting of September 20, 2016. Maureen Burgess seconded, and the motion carried 4-0.

SELECTMEN AND LIAISON AND TOWN MANAGER REPORTS

Jay Coburn announced with regret the resignation of Lisa Tobia from the Planning Board. He thanked her for her service as Chair and wished her well in her new career in Miami.

Paul Wisotzky also thanked Lisa Tobia for her service to the Town. He congratulated the Fire Chief Tim Collins on his one-year anniversary in Truro. Paul Wisotzky said the Housing Needs Assessment planned by the Council on Aging had become something new and useful for all senior needs. He invited people to become participants in working on the survey. Dr. Bluestone has been a great help in developing the effort, he said. Finally, he announced that Jay Coburn would be a featured speaker at the Cape and Islands Selectmen's meeting in Eastham on Friday, October 14th.

Robert Weinstein reported on his Selectmen's Hours at the Transfer Station. He heard about Police Department staffing and about dog walking restrictions in the Seashore. He also discussed trash pick-up on the highway, which had been done by volunteers in the past. He had been questioned on what happens to the single stream recycled items. He reported on a slide show on the changing Cape Cod that had presented some misinformation about the Cape Cod National Seashore and zoning.

Rae Ann Palmer explained that the sorting of the single stream recycling is done at a facility off-Cape. Maureen Burgess asked about Transfer Station scales for commercial haulers. Maureen Burgess also discussed a movie on houses that had been shown on two occasions.

Town Manager Rae Ann Palmer announces that she had appointed Jared Cabral as DPW Director. After reviewing other applicants and observing him, she had determined that he was the best candidate for the position. She said the old Fore 'N' Aft Motel has been removed from Shore Road, greatly improving the area. The Board expressed thanks for her efforts in finally removing the eyesore from Beach Point. She also reported that a charter operator had been pleased with harbor operations.

Robert Weinstein thanked the Shellfish Warden and the Advisory Committee for opening up shellfish areas in the Town.

NEXT MEETING AGENDA

Rae Ann reviewed expected agenda for the November 2, 2016 at the Community Center. Agenda items included: updates on County & Cape Cod Commission planning, an update on the Cape Compact grid modification, the Comprehensive Plan, a Bailey & Boyd report, Alcohol licenses, and possibly a joint meeting with the School Committee.

ADJOURNMENT

The meeting was adjourned at 5:56 p.m.

Respectfully submitted,

Mary Rogers, Secretary

Paul Wisotzky, Chair

Maureen Burgess

Jay Coburn, Clerk

Janet Worthington, Vice-chair

Robert Weinstein

Public Records Materials of 10/11/16

1. Application papers to Cultural Council for Angella Graham
2. *Goals and Objectives* for FY18
3. Request and Charges of Representatives to the Barnstable County Coastal Resources Commission
4. Request for Consolidation of Legal Services