



Truro Board of Selectmen Meeting
Tuesday, December 13, 2016
Regular Board of Selectmen Meeting - 5:00pm
Truro Town Hall, 24 Town Hall Rd, Truro

AMENDED

1. PUBLIC COMMENT

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

2. PUBLIC HEARINGS NONE

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Review and Approve Appointment of Shari Stahl for Vacancy on Beach Commission

4. TABLED ITEMS NONE

JOINT MEETING WITH SCHOOL COMMITTEE-5:30 pm

5. BOARD OF SELECTMEN ACTION

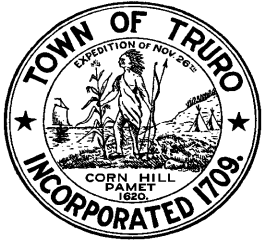
- A. Review of Draft Charge for Local Comprehensive Plan Committee
Presenter: Jay Coburn, Clerk
- B. OPEB Trust Discussion
Presenter: Trudi Brazil, Town Accountant
- C. Discussion of Town-wide House Size Bylaw
Presenter: Jay Coburn, Clerk
- D. Discussion regarding Annual Town Report Dedication and Cover for 2016
Presenter: Vice Chair Jan Worthington
- E. Review and Approve 2017 Annual Common Victualler - Farm Maid Foods
Presenter: Rae Ann Palmer, Town Manger

6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. Review and Approve One Day Alcohol and Entertainment Truro Center for the Arts at Castle Hill December 16th, 10 Meeting House Rd
 - 2. Review and Approve Event Notification Form for the National MS Society Bike Ride June 25th, 2017
- B. Review and Approve the 2017 Annual Licenses – Montano's Restaurant, Savory and the Sweet Escape, Salty Market, and Truro Vineyards (Lodging)
- C. Review and Hold Executive Session Minutes
- D. Review and Approve Appointment of Gary Palmer for Vacancy on Board of Assessors
- E. Review and Approve Appointment of Gary Sharpless for Alternate Vacancy on Shellfish Advisory Committee
- F. Review and Approve Regular Board of Selectmen Minutes – November 15, 2016, November 29, 2016

7. SELECTMEN AND LIAISON AND TOWN MANAGER REPORTS

8. NEXT MEETING AGENDA: Tuesday, December 20



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Beach Commission

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Beach Commission Chair, Eliza Harned

REQUESTED MEETING DATE: December 13, 2016

ITEM: Approval of Appointment of Shari Stahl to Beach Commission Vacancy

EXPLANATION: Shari Stahl submitted an Application to Serve on November 17, 2016, for the 3 year term vacancy on the Beach Commission. Eliza Harned, the Beach Commission's Chair, has endorsed the appointment.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The vacant position on the Beach Commission will remain open.

SUGGESTED ACTION: MOTION TO *appoint Shari Stahl to the 3 year position on the Beach Commission for a term to expire June 30, 2019.*

ATTACHMENTS:

1. Application to Serve – Shari Stahl

RECEIVED
SELECTMENS OFFICE

NOV 17 2016



TOWN OF TRURO

TOWN OF TRURO
MASSACHUSETTS

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Shari Stahl HOME TELEPHONE: [REDACTED]

ADDRESS: 5 Daniel Lane N. Truro WORK PHONE: [REDACTED] ^{cell}

MAILING ADDRESS: P O Box 470 N Truro 02652 E-MAIL: [REDACTED]

FAX: n/a MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Beach Com-
mission

SPECIAL QUALIFICATIONS OR INTEREST: I am interested in conservation
of open spaces. As a boat owner I appreciate the
harbor and waterways of Truro. As a beach lover I
care about respectful and responsible public and resident access.

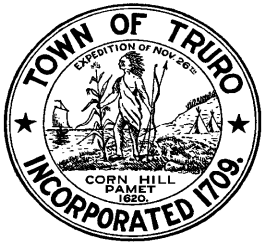
COMMENTS: I have talked with Kelly Sullivan Clark about
participating on the Beach Commission, attended the
Nov 16 meeting and met the members.

SIGNATURE: Shari Stahl DATE: 11/17/16

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL)
Shari would be a great addition to the beach
commission.

SIGNATURE: [Signature] DATE: 11/21/16

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



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: December 13, 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.* This item was on the November 2 Agenda for a preliminary discussion, attached is the revision that incorporates comments from the discussion. The next steps are to adopt the charge and to seek members.

SUGGESTED ACTION: *MOTION TO approve the Local Comprehensive Planning Committee Charge.*

ATTACHMENTS:

1. Draft Local Comprehensive Plan Committee Charge



TOWN OF TRURO

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

LOCAL COMPREHENSIVE PLAN COMMITTEE CHARGE

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

PURPOSE:

The Local Comprehensive Planning Committee (LCPC) will work with staff to conduct a thorough revision and update to the Truro Local Comprehensive Plan that was last updated in 2005. The goal will be to have a finalized Local Comprehensive Plan by January 2018.

APPROACH:

The LCPC will design and implement a planning process that is inclusive and utilizes various methods to gather information from the diversity of stakeholders in the Town of Truro. The process will be open, transparent and informed by the Values Statement contained in the Board of Selectmen's Annual Goals. All meetings of the LCPC will be held in accordance with the Massachusetts Open Meeting Laws. The LCPC will utilize the process of planning as a means to generate community consensus on a host of issues that confront the Town such as affordable and community housing, land use, community sustainability and environmental protection. The LCPC process will be data driven. The LCPC will produce a final plan that is a living document that will be used to regularly inform the direction of Town administration and services as well as policy development by the Board of Selectmen and its appointed Boards, Committees and Commissions.

PHASES:

The process to create a new LCP will be divided into four phases.

Phase 1: The LCPC will review the RPP to ensure they are familiar with it and how it will inform and guide the Truro LCP. The LCPC will catalogue and review existing plans both in final and draft form developed by and for the Town of Truro. These include but are not limited to the Open Space and Recreation Plan, Affordable Housing Production Plan and the Comprehensive Wastewater Management Plan as examples. As there are several approved plans within the Town of Truro and others in the draft stages, it is important for the LCPC to understand each of these plans and how they will/can be utilized. The product of this phase will be: an inventory of existing plans; identification of available data that is relevant and current; an identification of gaps and needs for additional data; a plan for collecting additional data,

community input and consensus development; and, a draft outline of the plan. Target date for completion of Phase 1 is DATE.

Phase 2: The majority of Phase 2 will be data collection and consensus building. Target date for completion of Phase 2 is DATE.

Phase 3: The LCPC will create a draft LCP. The draft plan will be shared with the Board of Selectmen for feedback as well as being presented at a public meeting or community forum for input from the community. Target date for completion of Phase 3 is DATE.

Phase 4: The LCPC will incorporate feedback on the draft plan in order to create a final document that will be presented to the Board of Selectmen in January 2018.

MEMBERSHIP:

The LCPC will be comprised of seven members appointed by the Board of Selectmen. This will include a member of the Planning Board and one member of the Board of Selectmen. In its appointments the Board of Selectmen will consider the three resource grouping categories for planning activities contained in the RPP to inform selection of LCPC members. These categories are 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.)

STAFFING:

The LCPC will be staffed by the Town Manager or her designee. Other Town Staff may be made available to the LCPC by the Town Manager. In addition, the LCPC is encouraged to use the resources of the Cape Cod Commission and Barnstable County in order to facilitate and inform the development of the plan.

Paul Wisotzky, Chair

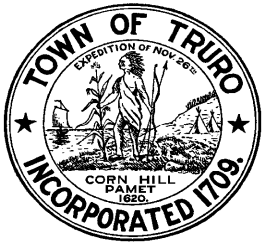
Jan Worthington Vice-Chair

Jay Coburn, Clerk

Maureen Burgess

Robert Weinstein

Truro Board of Selectmen



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Accounting

REQUESTOR: Trudi Brazil, Town Accountant

REQUESTED MEETING DATE: December 13, 2016

ITEM: OPEB Trust Documentation

EXPLANATION: The Board is required to establish an irrevocable Trust in order to have our OPEB fund deposits recognized as a reduction to our outstanding liability. To date, we have over \$950,000 being held in a trust fund, (established by Article 14 of the Annual Town Meeting of April 26, 2011, which voted to accept MGL Chapter 32B, Section 20). Although Town Meeting authorized the acceptance of the section, it remains up to the Board to establish the actual irrevocable Trust Fund.

FINANCIAL SOURCE (IF APPLICABLE): Funds are appropriated by vote of Annual or Special Town meeting.

IMPACT IF NOT APPROVED: Unless an irrevocable trust fund is established, the balance in the fund will not be recognized by Generally Accepted Accounting Principles (GAAP), the Governmental Accounting Standards Board (GASB), by our Auditors, nor by the Actuaries who bi-annually reaffirm our unfunded long-term OPEB liability.

SUGGESTED ACTION: Discuss the two attachments and reach consensus on the formation of the trust and agreement on a draft Trust document. Set a future meeting agenda item to formally vote to establish the irrevocable OPEB Trust fund.

ATTACHMENTS:

1. Sample OPEB Trust Agreement supplied by KP Law
2. TB Edited Draft OPEB Trust document edited for Truro's use.

TOWN OF _____
OTHER POST-EMPLOYMENT BENEFITS (“OPEB”) TRUST
TRUST AGREEMENT

TRUST AGREEMENT made this ____ day of _____, 2011 by and between the Town of _____, acting through its Board of Selectmen (the “Town”) and the duly serving members of the Board of Trustees (the “Trustees”).

W I T N E S S E T H:

WHEREAS, the Town has established certain other post employment benefits (“OPEB”), other than pensions, for eligible former employees of the Town; and

WHEREAS, the Town wishes to establish an irrevocable trust (hereinafter the “Trust”) for the purpose of funding OPEB obligations as required to be reported under General Accounting Standards Board (“GASB”) Statements 43 and 45; and

WHEREAS, the Trust is established by the Town with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB under G.L. c.32B, §20.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, Town and the Trustees hereby agree as follows.

ARTICLE I
DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1. “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- 1.2. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.
- 1.3. “GASB 43 and 45,” shall mean Government Accounting Standards Board, Statement No. 43 and Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.
- 1.4. “Other post-employment benefits” or “OPEB,” shall mean post-employment benefits other than pensions as that term is defined in GASB 43 and 45 including post-employment healthcare benefits, regardless of the type of plan that provides them, and all

post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.

1.5. “Retired Employee” means those persons who have retired from employment with the Town and who are qualified to receive retirement benefits pursuant to G.L. c.32 or as otherwise provided by law.

1.6. “Trust” means the _____ OPEB Trust as hereby established.

1.7. “Trustee” means the duly serving members of the Board of Trustees, and any successor Trustee appointed as provided pursuant to Article 5.

1.8. “Trust Fund” means all the money and property, of every kind and character, including principal and income, held by the Trustee under the Trust.

1.9 “SRBTF” means the State Retiree Benefits Trust Fund established pursuant to G.L. c. 32A, Section 24.

2.0 “SRBTF” Board means the State Retiree Benefits Trust Fund Board, established pursuant to G.L. c. 32A, Section 24 and Chapter 165 of the Acts of 2014.

Comment [A1]: These are only necessary if the Town intends to seek permission from the SRBTF to transfer funds to the state PRIM for investment.

ARTICLE 2 PURPOSE

2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by the Town, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of the Town’s Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

2.2. It is intended that the Trust shall constitute a so called “Qualified OPEB Trust” according to the standards set forth in GASB 43 and 45 and that it further qualify as a Integral Part Trust for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

ARTICLE 3 ESTABLISHMENT OF TRUST

3.1. In order to implement and carry out the provisions of G.L. c.32B, §20, the Town hereby establishes this Trust which shall be known as the “Town of _____ OPEB Trust.”

3.2. The Trust shall be irrevocable, and no Trust funds shall revert to the Town until all OPEB owed to retired Town employees have been satisfied or defeased.

3.3. The principal location of the Trust shall be Town Hall, _____
_____.

3.4. The Trustees hereby accept the trusts imposed upon them by this Trust Agreement and agree to perform said trusts as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.

3.5. The Trustees shall hold legal title to all property of the Trust and neither the Town, nor any employee, official, or agent of the Town, nor any individual, shall have any right title or interest to the Trust.

3.6. The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the Trustees by the Town, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Agreement requires the Town to make contributions to the Trust to fund OPEB. Any obligation of the Town to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

ARTICLE 4
TRUST FUNDING

4.1. The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the Town and employees of the Town as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the Town, or any other funds donated or granted specifically to the Town for the Trust, or to the Trust directly.

4.2. The Trustees shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the Town.

4.3. The Trustees shall have no duty, expressed or implied, to compel any contribution to be made by the Town, but shall be responsible only for property received by the Trustees under this Trust Agreement.

4.4. The Town shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the Town's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the Town's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the Town for such purposes.

The obligation of the Town to pay or fund OPEB obligations, if any, shall be determined by the Town or applicable law. Distributions of assets in the Trust are not debts of the Town within the meaning of any constitutional or statutory limitation or restriction.

4.4. Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the Town for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Trust Agreement.

4.6. Amounts in the Trust Fund shall in no event be subject to the claims of the Town's general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the Town, or of retirees or dependents who are entitled to OPEB.

ARTICLE 5 TRUSTEES

5.1. The Trust shall be administered by a Board of Trustees consisting of five (5) members, who shall include the Town Accountant, Town Treasurer, one member of the Board of Selectmen and two (2) individuals appointed by the Board of Selectmen to terms of not more than two years. Upon the expiration of the term or sooner resignation or removal of the Town Accountant, Town Treasurer or Selectman appointed to act as a Trustee, the position of Trustee shall be deemed vacant. The Town Administrator shall serve as an ex officio member of the Board of Trustees or, if so appointed by the Board of Selectmen, as a voting member.

Comment [A2]: Sections 1-4 can be customized to fit a particular town's needs.

5.2. The Board of Selectmen shall call for the first meeting of the Trustees and the Selectman-Trustee shall serve as the initial Chairperson of the Trustees to facilitate the organization of the Trustees.

5.3. A Trustee may resign by providing the Town Clerk and Board of Trustees Chairperson with written notice thereof.

5.4. In the event a Trustee resigns, is removed or is otherwise unable to serve, the Board of Selectmen shall appoint a Trustee to fill the vacancy.

5.5. Whenever a change occurs in the membership of the Board of Trustees, the legal title to property held by this Trust shall automatically pass to those duly appointed successor Trustees.

5.6. Each future Trustee shall accept the office of Trustee and the terms and conditions of this Trust Agreement in writing.

5.7. Upon leaving office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, documents, or other documents in his possession or under his control belonging to the Trust.

5.8. The Trustees shall be special municipal employees for purposes of G.L. c.268A and shall be subject to the restrictions and prohibitions set forth therein.

ARTICLE 6 POWERS OF THE TRUSTEES

6.1. The Trustees shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this Agreement, the powers of the Trustees, in connection with their managing and controlling the Trust and its General Fund, shall include, but shall not be limited to, the following:

6.1.1. To enter into an administrative services contract or other contracts with one or more insurance companies, nonprofit hospital, medical or dental service corporations, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustees from the Trust Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.

6.1.2. To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.

6.1.3. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustees shall comply with the provisions of Article 7 of this Trust Agreement, applicable law and any investment policy adopted by the Trustees concerning the investment and management of Trust assets.

6.1.4. To borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the Trustees shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a

security interest in all or any part of the Trust or the Trust Fund; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing.

6.1.5. To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

6.1.6. To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the Trustees or the written minutes of the Trustees' meetings.

6.1.7. To hire employees or independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust.

6.1.8. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, by any by-laws adopted by the Trustees or by law.

6.1.9. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.

6.1.10. To maintain bank accounts for the administration of the Trust and the Trustee Fund and to authorize certain Trustees or other appropriate persons to make payments from any appropriate account for purposes of the Trust.

6.1.11. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.

6.1.12. To adopt by-laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement.

6.1.13. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or

the protection of the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.14. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Chairperson, or Secretary as may be voted by the Trustees.

6.1.15. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

6.1.16. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

6.1.17. To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

6.1.18. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust Fund; to enforce or abstain from enforcing any right, claim, debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust;

6.1.19. To hire one or more consultants, actuaries, accountants, attorneys or other professionals to assist with the administration of the Trust Fund and to pay such amounts that the Trustee deems to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

6.1.20. To comply with all requirements imposed by applicable provisions of law.

6.1.21. To serve as custodian with respect to Trust assets.

ARTICLE 7

LIMITATION OF TRUSTEES' POWERS, DUTIES AND RESPONSIBILITIES

7.1. Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustees other than those set forth in this Trust Agreement.

7.2. The Trustees shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The Trustees shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustees as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the Trustees with respect to the Trust Agreement or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

7.3. The Trustees, in their discretion, may purchase as an expense of the Trust Fund such liability insurance for themselves or any other fiduciary selected by the Trustees as may be reasonable. The Town, in its discretion, may also purchase liability insurance for the Trustees, and as the Town may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

7.4. The Town shall not assume any obligation or responsibility to any person for any act or failure to act of the Trustees, any insurance company, or any beneficiary of the Trust Fund. The Trustees shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the Town, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

7.5. Neither the Trustees nor the Town shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

7.6. The Trustees shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c.203C.

ARTICLE 8 ACTIONS BY THE TRUSTEES

8.1 A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees.

8.2. The Trustees may, by instrument executed by all of the Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable,

including the power to execute, acknowledged or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust.

8.3. No Trustee shall be required to give bond.

ARTICLE 9
LIABILITY OF THE TRUSTEES

9.1. A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted by the Trustee in good faith, nor for any action taken or omitted by any other Trustee or any agent or employee selected with reasonable care, and the duties and obligations of the Trustees hereunder shall be expressly limited to those imposed upon them by this Trust Agreement.

9.2. No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.

9.3. Trustees are public employees for purposes of G.L. c.258, and shall be indemnified by the Town against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the Town.

9.4. A Trustee shall not be indemnified for violation of the civil rights of any person if he acted in a grossly negligent, willful or malicious manner, or in connection with any matter where it is shown to be a breach of fiduciary duty, an act of willful dishonesty or an intentional violation of law by the Trustee.

ARTICLE 10
MEETINGS OF THE TRUSTEES

10.1. The Trust may meet at such times and at such places as the Trustees shall determine.

10.2. The Trustees shall comply with the Open Meeting Law, G.L. c.30A, §§18-25 and its implementing regulations.

10.2. A quorum at any meeting shall be a majority of the Trustees then in office.

ARTICLE 11
TAXES, EXPENSES, AND COMPENSATION

11.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any

taxes are imposed on the Trust, the Trustee shall use the assets of the Trust Fund to pay for any taxes owed.

11.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, including such compensation for the Trustees as may be approved by Town Meeting from time to time, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust unless the Town chooses to pay the expenses directly.

ARTICLE 12
ACCOUNTS

12.1. The Trustees shall keep complete and accurate accounts of all of the Trust's receipts, investments and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c.66, §10 and G.L. c.4, §7, clause 26th and their implementing regulations. The person or persons designated by the Town shall be entitled to inspect such records upon request at any reasonable time.

12.2. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the Town at the same time as it is presented to the Trustees.

12.3. The Trust Fund shall be subject to whatever other reporting requirements are required by applicable law.

ARTICLE 13
ANNUAL REPORTS

13.1. The Trustees shall furnish to the Town annually, or more frequently if the Town so requests, a statement of account showing the condition of the Trust Funds and all investments, sales, income, disbursements and expenses of the Trust and the Trust Fund.

ARTICLE 14
INVESTMENT OF TRUST FUNDS

14.1. The Trustees hereby authorize and direct the Town Treasurer to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy which is attached to this instrument and hereby incorporated; provided, however, that if directed by a vote of the Trustees, the Treasurer shall be authorized to invest said amounts in the Trust Fund in the SRBTF; in accordance with the rules and regulations of the SRBTF Board.

Comment [A3]: See first comment.

14.2. In no event shall the funds be invested directly in mortgages or in collateral loans.

ARTICLE 15
CUSTODY OF THE TRUST FUNDS

15.1. In accordance with the provisions of G.L. c. 32B, §20, the Trustees hereby appoint the Town Treasurer as custodian of the Trust Fund and authorize the Treasurer to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of the Town.

15.2. The Town Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the Trustees may authorize the Town Treasurer to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

ARTICLE 16
TERMINATION OF TRUST

16.1. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by at least three Trustees, provided, however, that continuance of the Trust shall not be deemed to be a contractual obligation of the Town.

16.2. Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Town Treasurer to be used exclusively for providing OPEB to Retired Employees and their eligible dependents and for no other purpose.

16.3. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

ARTICLE 17
AMENDMENTS

17.1. The Trust may only be amended as set forth herein. The Town may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the standards set forth in GASB 43 and GASB 45 to be treated as funded through a qualifying trust or equivalent arrangement.

17.2. This Trust Agreement may be amended, but not revoked, from time to time by the Town, subject to the following limitations:

17.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the Town's OPEB obligations, and reasonable expenses of administering the Trust.

17.2.2. The duties and liabilities of the Trustees cannot be substantially changed without their written consent.

17.3 Any amendment to this Trust shall be executed in writing.

ARTICLE 18
MERGER

18.1. The Town may provide for the merger of the Trust with one or more other trusts established by the Town or other government entities for similar purposes as may be provided by law.

ARTICLE 19
SEVERABILITY OF INVALID PROVISIONS

19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement for any reason, and the remaining parts of the Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

ARTICLE 20
MISCELLANEOUS

20.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

20.2. The titles to Articles of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.

20.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustees, or as to whether or not the Trustees have acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the Trustees may act upon any advice, request or representation in writing by the Trustees, or by the Trustee's duly authorized agent, and shall not be liable to any person in so doing. The certification of the Trustees that they are acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.

20.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

20.5. Until advised to the contrary, the Trustees may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

BOARD OF TRUSTEES:

Trustee

Trustee

Trustee

Trustee

Trustee

BOARD OF SELECTMEN:

Chairman

TOWN OF _____
OTHER POST EMPLOYMENT BENEFITS (“OPEB”) TRUST
INVESTMENT POLICY

Comment [A4]: This is just an example. G.L. c. 32B, §20 requires that funds be “invested and reinvested by the custodian consistent with the prudent investor rule established in [G.L.] chapter 203C.”

PURPOSE. The purpose of the Investment Policy is to assist the Board of Trustees in effectively supervising and monitoring its investment activities; and to provide guidance to investment managers employed by the Board of Trustees to manage its assets on behalf of the Board. It is set forth by the Board of Trustees in order to advise all concerned of their legal and fiduciary responsibilities and to establish a clear understanding by all involved parties as to the investment goals and objectives of the Trust.

INVESTMENT SUBCOMMITTEE. The Board of Trustees may designate one or more of its Trustees to form an investment Subcommittee for the purpose of advising the Board of Trustees as to the investment, management and monitoring of funds for the benefit of the current and future generations who are the ultimate beneficiaries of the Town. The Investment Subcommittee members and the Board of Trustees have a fiduciary responsibility and must develop and adhere to the Investment Policy. The Investment Subcommittee may retain a qualified Investment Consultant(s) to assist in its duties and responsibilities.

INVESTMENT OBJECTIVES. The primary objective of the investments of the Town will be to provide for consistent long-term growth of principal and income without undue exposure to risk. The investment objective is to achieve a total return including appreciation which will satisfy the financial needs of the Trust Agreement, protect and increase their long term inflation adjusted value, and minimize short run volatility.

INVESTMENT POLICY. Unless and until the Board of Trustees has adopted its own investment policy, the Board of Trustees shall comply with the Investment Policy of the Town, as the same may be modified from time to time.

TOWN OF TRURO
OTHER POST-EMPLOYMENT BENEFITS (“OPEB”) TRUST
TRUST AGREEMENT

TRUST AGREEMENT made this 13th day of December, 2016 by and between the Town of Truro, acting through its Board of Selectmen (the “Town”) and the duly serving members of the Board of Trustees (the “Trustees”).

WITNESSETH:

WHEREAS, the Town has established certain other post employment benefits (“OPEB”), other than pensions, for eligible former employees of the Town; and

WHEREAS, the Town wishes to establish an irrevocable trust (hereinafter the “Trust”) for the purpose of funding OPEB obligations as required to be reported under General Accounting Standards Board (“GASB”) Statements 43 and 45; and

WHEREAS, the Trust is established by the Town with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB under G.L. c.32B, §20.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, Town and the Trustees hereby agree as follows.

ARTICLE I
DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1. “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- 1.2. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.
- 1.3. “GASB 43 and 45,” shall mean Government Accounting Standards Board, Statement No. 43 and Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.
- 1.4. “Other post-employment benefits” or “OPEB,” shall mean post-employment benefits other than pensions as that term is defined in GASB 43 and 45 including post-employment healthcare benefits, regardless of the type of plan that provides them, and all

post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.

1.5. “Retired Employee” means those persons who have retired from employment with the Town and who are qualified to receive retirement benefits pursuant to G.L. c.32 or as otherwise provided by law.

1.6. “Trust” means the **Town of Truro OPEB Trust** as hereby established.

1.7. “Trustee” means the duly serving members of the Board of Trustees, and any successor Trustee appointed as provided pursuant to Article 5.

1.8. “Trust Fund” means all the money and property, of every kind and character, including principal and income, held by the Trustee under the Trust.

1.9 Deleted

2.0 Deleted 2.0 Deleted.

Comment [A1]: These are only necessary if the Town intends to seek permission from the SRBTF to transfer funds to the state PRIM for investment.

ARTICLE 2 PURPOSE

2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by the Town, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of the Town’s Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

2.2. It is intended that the Trust shall constitute a so called “Qualified OPEB Trust” according to the standards set forth in GASB 43 and 45 and that it further qualify as a Integral Part Trust for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

ARTICLE 3 ESTABLISHMENT OF TRUST

3.1. In order to implement and carry out the provisions of G.L. c.32B, §20, the Town hereby establishes this Trust which shall be known as the “Town of **Truro** OPEB Trust.”

3.2. The Trust shall be irrevocable, and no Trust funds shall revert to the Town until all OPEB owed to retired Town employees have been satisfied or defeased.

3.3. The principal location of the Trust shall be Truro Town Hall, 24 Town Hall Road, Truro, MA 02666.

3.4. The Trustees hereby accept the trusts imposed upon them by this Trust Agreement and agree to perform said trusts as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.

3.5. The Trustees shall hold legal title to all property of the Trust and neither the Town, nor any employee, official, or agent of the Town, nor any individual, shall have any right title or interest to the Trust.

3.6. The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the Trustees by the Town, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Agreement requires the Town to make contributions to the Trust to fund OPEB. Any obligation of the Town to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

ARTICLE 4 TRUST FUNDING

4.1. The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the Town and employees of the Town as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the Town, or any other funds donated or granted specifically to the Town for the Trust, or to the Trust directly.

4.2. The Trustees shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the Town.

4.3. The Trustees shall have no duty, expressed or implied, to compel any contribution to be made by the Town, but shall be responsible only for property received by the Trustees under this Trust Agreement.

4.4. The Town shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the Town's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the Town's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the Town for such purposes. The obligation of the Town to pay or fund OPEB obligations, if any, shall be determined by the Town or applicable law. Distributions of assets in the Trust are not debts of the Town within the meaning of any constitutional or statutory limitation or restriction.

4.4. Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the Town for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Trust Agreement.

4.6. Amounts in the Trust Fund shall in no event be subject to the claims of the Town's general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the Town, or of retirees or dependents who are entitled to OPEB.

ARTICLE 5 TRUSTEES

5.1. The Trust shall be administered by a Board of Trustees consisting of five (5) members, who shall include the Town Accountant, Town Treasurer, one member of the Board of Selectmen and two (2) individuals appointed by the Board of Selectmen to terms of not more than two years. Upon the expiration of the term or sooner resignation or removal of the Town Accountant, Town Treasurer or Selectman appointed to act as a Trustee, the position of Trustee shall be deemed vacant. The Town Administrator shall serve as an ex officio member of the Board of Trustees or, if so appointed by the Board of Selectmen, as a voting member.

5.2. The Board of Selectmen shall call for the first meeting of the Trustees and the Selectman-Trustee shall serve as the initial Chairperson of the Trustees to facilitate the organization of the Trustees.

5.3. A Trustee may resign by providing the Town Clerk and Board of Trustees Chairperson with written notice thereof.

5.4. In the event a Trustee resigns, is removed or is otherwise unable to serve, the Board of Selectmen shall appoint a Trustee to fill the vacancy.

5.5. Whenever a change occurs in the membership of the Board of Trustees, the legal title to property held by this Trust shall automatically pass to those duly appointed successor Trustees.

5.6. Each future Trustee shall accept the office of Trustee and the terms and conditions of this Trust Agreement in writing.

5.7. Upon leaving office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, documents, or other documents in his possession or under his control belonging to the Trust.

Comment [A2]: Sections 1-4 can be customized to fit a particular town's needs.

5.8. The Trustees shall be special municipal employees for purposes of G.L. c.268A and shall be subject to the restrictions and prohibitions set forth therein.

ARTICLE 6
POWERS OF THE TRUSTEES

6.1. The Trustees shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this Agreement, the powers of the Trustees, in connection with their managing and controlling the Trust and its General Fund, shall include, but shall not be limited to, the following:

6.1.1. To enter into an administrative services contract or other contracts with one or more insurance companies, nonprofit hospital, medical or dental service corporations, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustees from the Trust Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.

6.1.2. To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.

6.1.3. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustees shall comply with the provisions of Article 7 of this Trust Agreement, applicable law and any investment policy adopted by the Trustees concerning the investment and management of Trust assets.

6.1.4. To borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the Trustees shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust or the Trust Fund; and no person lending such money shall be obligated to see that the money lent is applied to

Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing.

6.1.5. To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

6.1.6. To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the Trustees or the written minutes of the Trustees' meetings.

6.1.7. To hire employees or independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust.

6.1.8. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, by any by-laws adopted by the Trustees or by law.

6.1.9. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.

6.1.10. To maintain bank accounts for the administration of the Trust and the Trustee Fund and to authorize certain Trustees or other appropriate persons to make payments from any appropriate account for purposes of the Trust.

6.1.11. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.

6.1.12. To adopt by-laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement.

6.1.13. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.14. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Chairperson, or Secretary as may be voted by the Trustees.

6.1.15. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

6.1.16. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

6.1.17. To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

6.1.18. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust Fund; to enforce or abstain from enforcing any right, claim, debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust;

6.1.19. To hire one or more consultants, actuaries, accountants, attorneys or other professionals to assist with the administration of the Trust Fund and to pay such amounts that the Trustee deems to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

6.1.20. To comply with all requirements imposed by applicable provisions of law.

6.1.21. To serve as custodian with respect to Trust assets.

ARTICLE 7

LIMITATION OF TRUSTEES' POWERS, DUTIES AND RESPONSIBILITIES

7.1. Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustees other than those set forth in this Trust Agreement.

7.2. The Trustees shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The Trustees shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustees as

herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the Trustees with respect to the Trust Agreement or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

7.3. The Trustees, in their discretion, may purchase as an expense of the Trust Fund such liability insurance for themselves or any other fiduciary selected by the Trustees as may be reasonable. The Town, in its discretion, may also purchase liability insurance for the Trustees, and as the Town may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

7.4. The Town shall not assume any obligation or responsibility to any person for any act or failure to act of the Trustees, any insurance company, or any beneficiary of the Trust Fund. The Trustees shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the Town, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

7.5. Neither the Trustees nor the Town shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

7.6. The Trustees shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c.203C.

ARTICLE 8 ACTIONS BY THE TRUSTEES

8.1 A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees.

8.2. The Trustees may, by instrument executed by all of the Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including the power to execute, acknowledged or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust.

8.3. No Trustee shall be required to give bond.

ARTICLE 9
LIABILITY OF THE TRUSTEES

9.1. A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted by the Trustee in good faith, nor for any action taken or omitted by any other Trustee or any agent or employee selected with reasonable care, and the duties and obligations of the Trustees hereunder shall be expressly limited to those imposed upon them by this Trust Agreement.

9.2. No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.

9.3. Trustees are public employees for purposes of G.L. c.258, and shall be indemnified by the Town against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the Town.

9.4. A Trustee shall not be indemnified for violation of the civil rights of any person if he acted in a grossly negligent, willful or malicious manner, or in connection with any matter where it is shown to be a breach of fiduciary duty, an act of willful dishonesty or an intentional violation of law by the Trustee.

ARTICLE 10
MEETINGS OF THE TRUSTEES

10.1. The Trust may meet at such times and at such places as the Trustees shall determine.

10.2. The Trustees shall comply with the Open Meeting Law, G.L. c.30A, §§18-25 and its implementing regulations.

10.2. A quorum at any meeting shall be a majority of the Trustees then in office.

ARTICLE 11
TAXES, EXPENSES, AND COMPENSATION

11.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the Trustee shall use the assets of the Trust Fund to pay for any taxes owed.

11.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, including such compensation for the Trustees as may be approved by Town Meeting from time to time, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust unless the Town chooses to pay the expenses directly.

ARTICLE 12
ACCOUNTS

12.1. The Trustees shall keep complete and accurate accounts of all of the Trust's receipts, investments and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c.66, §10 and G.L. c.4, §7, clause 26th and their implementing regulations. The person or persons designated by the Town shall be entitled to inspect such records upon request at any reasonable time.

12.2. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the Town at the same time as it is presented to the Trustees.

12.3. The Trust Fund shall be subject to whatever other reporting requirements are required by applicable law.

ARTICLE 13
ANNUAL REPORTS

13.1. The Trustees shall furnish to the Town annually, or more frequently if the Town so requests, a statement of account showing the condition of the Trust Funds and all investments, sales, income, disbursements and expenses of the Trust and the Trust Fund.

ARTICLE 14
INVESTMENT OF TRUST FUNDS

14.1. The Trustees hereby authorize and direct the Town Treasurer to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy which is attached to this instrument and hereby incorporated. **Remove reference to SRBTF**

14.2. In no event shall the funds be invested directly in mortgages or in collateral loans.

ARTICLE 15
CUSTODY OF THE TRUST FUNDS

15.1. In accordance with the provisions of G.L. c. 32B, §20, the Trustees hereby appoint the Town Treasurer as custodian of the Trust Fund and authorize the Treasurer to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of the Town.

15.2. The Town Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the Trustees may authorize the Town Treasurer to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

ARTICLE 16
TERMINATION OF TRUST

16.1. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by at least three Trustees, provided, however, that continuance of the Trust shall not be deemed to be a contractual obligation of the Town.

16.2. Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Town Treasurer to be used exclusively for providing OPEB to Retired Employees and their eligible dependents and for no other purpose.

16.3. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

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AMENDMENTS

17.1. The Trust may only be amended as set forth herein. The Town may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the standards set forth in GASB 43 and GASB 45 to be treated as funded through a qualifying trust or equivalent arrangement.

17.2. This Trust Agreement may be amended, but not revoked, from time to time by the Town, subject to the following limitations:

17.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the Town's OPEB obligations, and reasonable expenses of administering the Trust.

17.2.2. The duties and liabilities of the Trustees cannot be substantially changed without their written consent.

17.3 Any amendment to this Trust shall be executed in writing.

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MERGER

18.1. The Town may provide for the merger of the Trust with one or more other trusts established by the Town or other government entities for similar purposes as may be provided by law.

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SEVERABILITY OF INVALID PROVISIONS

19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement for any reason, and the remaining parts of the Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

ARTICLE 20
MISCELLANEOUS

20.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

20.2. The titles to Articles of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.

20.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustees, or as to whether or not the Trustees have acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the Trustees may act upon any advice, request or representation in writing by the Trustees, or by the Trustee's duly authorized agent, and shall not be liable to any person in so doing. The certification of the Trustees that they are acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.

20.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

20.5. Until advised to the contrary, the Trustees may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

BOARD OF TRUSTEES:

Trustee

Trustee

Trustee

Trustee

Trustee

BOARD OF SELECTMEN:

Chairman

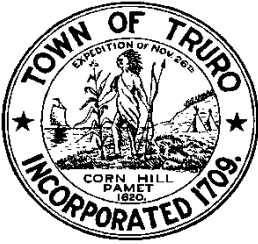
TOWN OF **TRURO**
OTHER POST EMPLOYMENT BENEFITS (“OPEB”) TRUST
INVESTMENT POLICY

PURPOSE. The purpose of the Investment Policy is to assist the Board of Trustees in effectively supervising and monitoring its investment activities; and to provide guidance to investment managers employed by the Board of Trustees to manage its assets on behalf of the Board. It is set forth by the Board of Trustees in order to advise all concerned of their legal and fiduciary responsibilities and to establish a clear understanding by all involved parties as to the investment goals and objectives of the Trust.

INVESTMENT SUBCOMMITTEE. The Board of Trustees may designate one or more of its Trustees to form an investment Subcommittee for the purpose of advising the Board of Trustees as to the investment, management and monitoring of funds for the benefit of the current and future generations who are the ultimate beneficiaries of the Town. The Investment Subcommittee members and the Board of Trustees have a fiduciary responsibility and must develop and adhere to the Investment Policy. The Investment Subcommittee may retain a qualified Investment Consultant(s) to assist in its duties and responsibilities.

INVESTMENT OBJECTIVES. The primary objective of the investments of the Town will be to provide for consistent long-term growth of principal and income without undue exposure to risk. The investment objective is to achieve a total return including appreciation which will satisfy the financial needs of the Trust Agreement, protect and increase their long term inflation adjusted value, and minimize short run volatility.

INVESTMENT POLICY. Unless and until the Board of Trustees has adopted its own investment policy, the Board of Trustees shall comply with the Investment Policy of the Town, as the same may be modified from time to time.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: December 13, 2016

ITEM: Discussion of Town-Wide House Size Bylaw Amendments

EXPLANATION: This item was requested at the last Board of Selectmen meeting to discuss a Town – Wide house size bylaw.

SUGGESTED ACTION: *MOTION TO*

ATTACHMENTS:

1. Bylaw Submitted to 2009 Annual Town Meeting by the Planning Board

ARTICLE TWENTY-FOUR: AMEND ZONING BYLAW §50, AREA AND HEIGHT REGULATIONS

To see if the Town will vote to amend the Truro Zoning Bylaw Section 50, Area and Height Regulations by adding a new Section 50.2 as follows:

“50.2 Maximum Building Gross Floor Area

A. Purpose: This section regulates the size of buildings on a lot by establishing a proportionality between building volume and lot size and is consistent with Truro’s historical development and character as described in the Truro Local Comprehensive Plan.

B. The total Gross Floor Area (as defined in Section 10.4 Definitions, Floor Area, Gross) of a single-family home, or two-family home, and any accessory building(s) on the same lot, shall not exceed 4,400 square feet; and no variance or special permit shall be granted to exceed this number.

C. The total Gross Floor Area of any new or existing one or two-family dwelling, and any accessory building(s) on the same lot, shall not exceed the Gross Floor Area square footage based on its respective lot size, as shown in the table below, before a Special Permit is required:

Lot Size Range in Square Feet	Lot Size Range in Acres	Allowable Gross Floor Area (Square Feet)
5,000 to 10,889	0.11 to 0.25	1,600
10,890 to 22,499	0.25 to 0.52	1,750
22,500 to 33,749	0.52 to 0.77	1,900
33,750 to 43,560	0.77 to 1.00	2,600
43,561 to 54,450	1.00 to 1.25	2,800
54,451 to 65,340	1.25 to 1.50	3,000
65,341 to 76,230	1.50 to 1.75	3,200
76,231 to 87,120	1.75 to 2.00	3,400
87,121 to 98,010	2.00 to 2.25	3,600
98,011 to 108,900	2.25 to 2.50	3,800
108,901 to 119,790	2.50 to 2.75	4,000
119,791 to 130,680	2.75 to 3.00	4,200
130,681 or greater	3.00 +	4,400

D. When required, an application for a Special Permit shall be made to the Zoning Board of Appeals. Notice shall be given of all applications for a Special Permit hereunder in accordance with Section 60.4 (Notice Requirements) of these bylaws. A Special Permit may be granted where the Zoning Board of Appeals finds that the proposed construction is consistent with the criteria found in Section 30.8 (Special Permits) of the bylaws. In making this determination the Zoning Board of Appeals shall consider the size of neighboring buildings and the surroundings in which the construction is proposed.

E. Exemptions:

1. Interior reconstruction of and/or interior alterations to a single or two-family dwelling, or to any accessory building(s), existing as of the date of adoption of this bylaw, that do not change the footprint and/or exterior dimensions of said dwelling or building(s).
2. Unit(s) created under Section 30.6 Affordable Rental Housing Overlay District and Section 40.2 Affordable Accessory Dwelling Units.”

or to take any other action thereto.

Requested by the Planning Board

Board of Selectmen Recommendation: 2-3-0

Planning Board Recommendation: 6-0-0

Comment: In an attempt to protect and maintain Truro's character and historically modest scale of residential development, the Planning Board has developed a Maximum Building Gross Floor Area bylaw. The proposed bylaw would relate a building's allowable gross floor area to the lot size. The table in paragraph C of the proposed bylaw indicates the various lot sizes and the allowable gross floor area permitted as a matter of right. In all of the size ranges presented, a property owner could apply for a Special Permit to exceed these numbers up to a maximum of 4,400 square feet.

The term for **Gross Floor Area** is currently defined within the Truro Zoning Bylaw as:
Floor Area, Gross. The sum of the horizontal areas of the floor(s) of a building measured from the interior face of the exterior wall of a building, without deduction for hallways, stairs, closets, and thickness of walls, columns or other features used or intended to be used for living, sleeping, sanitation, cooking or eating purposes, excluding cellar and basement floor area, garage, porches, decks, and attics.

For the purposes of computing floor area, any portion of the floor area measuring less than five feet from the finished floor to the finished ceiling shall not be included in the computation of floor area.

2. Unit(s) created under Section 30.6 Affordable Rental Housing Overlay District and Section 40.2 Affordable Accessory Dwelling Units.”

or to take any other action thereto.

Requested by the Planning Board
Board of Selectmen Recommendation: 2-3-0
Planning Board Recommendation: 6-0-0

Comment: In an attempt to protect and maintain Truro’s character and historically modest scale of residential development, the Planning Board has developed a Maximum Building Gross Floor Area bylaw. The proposed bylaw would relate a building’s allowable gross floor area to the lot size. The table in paragraph C of the proposed bylaw indicates the various lot sizes and the allowable gross floor area permitted as a matter of right. In all of the size ranges presented, a property owner could apply for a Special Permit to exceed these numbers up to a maximum of 4,400 square feet.

The term for **Gross Floor Area** is currently defined within the Truro Zoning Bylaw as:

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For the purposes of computing floor area, any portion of the floor area measuring less than five feet from the finished floor to the finished ceiling shall not be included in the computation of floor area.

Motion to move Article Twenty-Four as printed in the warrant and delete within subsection B, the words “variance or” and delete the words “or take any other action relative thereto.” Motion to amend Section B - delete 4,400 and insert 6,000 so as to read “lot, shall not exceed 6,000 square feet, and to amend Section C - Allowable Gross Floor Area (Square Feet) to read [from top to bottom – 13 rows] 2,500; 2,500; 3,500; 3,500; 4,000; 4,000; 4,500; 4,500; 5,000; 5,000; 6,000; 6,000; 6,000. Motion to vote on the amendment – amendment defeated. Another motion to amend Article Twenty-four to establish one maximum House Size: Under Section 50.2, Subsection A, delete the words “by establishing a proportionality between building volume and lot size”; leave Subsection B, as in the Planning Board’s Motion; Delete Subsections C and D, entirely, and Renumber Subsection E, to be “C”. Motion

to vote on the amendment – amendment passes. Article does not pass as moved and amended. [2/3 vote required]

ARTICLE TWENTY-FIVE: AMEND GENERAL BYLAWS BY ADDING A NEW CHAPTER VIII: TRURO CONSERVATION BYLAW

To see if the Town of Truro will vote to amend the Truro General Bylaws by adding a new Chapter VIII, Truro Conservation Bylaw, as follows:
Chapter VIII: Truro Conservation Bylaw

Section 1 Purpose

8-1-1 The purpose of this Bylaw is to protect the natural resources and wetlands existing in the Town of Truro by review and control of activities deemed to have a significant direct or cumulative adverse effect upon resource area values, including but not limited to public or private water supply, ground-water supply and quality, flood control, erosion and sedimentation control, storm damage prevention including coastal storm flowage, water quality, water pollution control, fisheries, shellfisheries, wildlife habitat, rare species habitat including rare plant and animal species, and aquaculture.

8-1-2 This Bylaw is adopted under the Home Rule Amendment of the Massachusetts Constitution and the Home Rule statutes, independent of the Wetlands Protection Act (G.L. c. 131 §40) and Regulations thereunder (310 CMR 10.00).

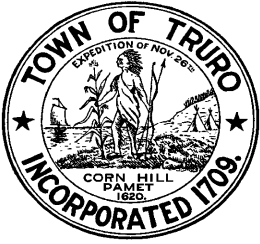
Section 2 Definitions

8-2-1 Except as otherwise provided in this Bylaw or in regulations of the Conservation Commission (hereinafter “Commission”), the definition of terms in this Bylaw shall be as set forth in the Wetlands Protection Act (G.L. c. 131 §40) and Regulations thereunder (310 CMR 10.00).

Section 3 Jurisdiction

8-3-1 No person shall remove, fill, dredge, build upon, degrade, discharge into or otherwise alter any Resource Area or buffer zone without first filing a written Notice of Intent with the Commission of the Town of Truro and receiving and complying with an Order of Conditions issued by said Commission pursuant to this Bylaw.

8-3-2 Other than for emergency exemption identified in Section 9 herein, and the agricultural exemption contained in the Wetlands Protection Act (G.L. c. 131 §40) and Regulations thereunder (310 CMR 10.00), no other exemp-



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: December 13, 2016

ITEM: Discussion of Annual Town Report

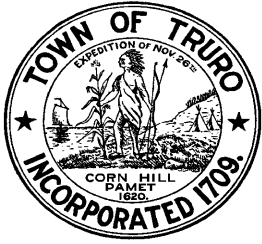
EXPLANATION: Selectperson Worthington requested that this item be placed on the agenda for discussion.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: In accordance with the Town Charter, Chapter 4, § 4-2-4, an annual report is required.

SUGGESTED ACTION: MOTION TO

ATTACHMENTS:



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of Farm Maid Foods

REQUESTED MEETING DATE: December 13, 2016

ITEM: Approval of 2017 Common Victualler License -
Farm Maid Foods (Annual Common Victualler) 8 Highland Rd

EXPLANATION: The approval of the Annual License for Farm Maid Foods is under the authority of the Board of Selectmen as the Local Licensing Authorities. Please know that if you approve this license for renewal, the license will be issued only upon compliance with all regulations, receipt of the necessary fees and prior approval of the Food Service License by the Health Agent. Farm Maid Foods will only be issued their licenses upon the issuance of the Health License yet to be issued. 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 § 2	Common Victualler (Cooking, Preparing and Serving food)	Farm Maid Foods dba Chequessett Chocolate

FINANCIAL SOURCE (IF APPLICABLE): N/A

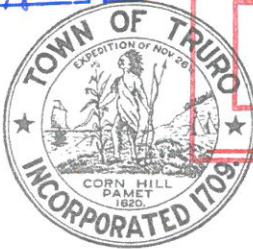
IMPACT IF NOT APPROVED: The applicant for the annual Common Victualler will not be issued their 2017 License to operate at Farm Maid Foods in the Town of Truro.

SUGGESTED ACTION: *Motion to approve the 2017 annual Common Victualler License for Farm Maid Foods upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. Renewal Application for 2017: Farm Maid Foods dba Chequessett Chocolate

PAID 1418



HEALTH DEPARTMENT
TOWN OF TRURO
OCT 31 2016
RECEIVED BY:

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

BOARD OF HEALTH

Tel: 508-349-7004, Extension: 32 or 31 Fax: 508-349-5508

Email: ppajaron@truro-ma.gov or adavis@truro-ma.gov

BUSINESS LICENSE APPLICATION

Date: 10/20/16 Renewal New

Section 1 – License Type

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

- | FACILITY: | # UNITS | FOOD SERVICE | RETAIL SERVICE |
|---|---------|---|--------------------------------------|
| <input type="checkbox"/> Motel | _____ | <input checked="" type="checkbox"/> Food Service
(Restaurant, Take Out, Residential Kitchen) | <input type="checkbox"/> Gas Station |
| <input type="checkbox"/> Cottage Colony | _____ | <input checked="" type="checkbox"/> Common Victualer* | |
| <input type="checkbox"/> Condominium | _____ | <input checked="" type="checkbox"/> Catering | |
| <input type="checkbox"/> Campground | _____ | <input type="checkbox"/> Manufacturer of Ice Cream/Frozen Desserts | |
| | | <input type="checkbox"/> Bakery | |
| | | <input type="checkbox"/> Retail Sales: Foods Commercially Packaged | |

(* Requires additional License issued by the Board of Selectmen)

Section 2 – Business Information

Federal Employers Identification Number (FEIN/SS) [REDACTED]

Katherine Reed Chequessett Chocolate
Print Name of Applicant Business Name or DBA (Check if new name)

Katherine Reed
Owner Name

8 Highland Rd, N. Truro, MA P.O. Box 250, N. Truro, MA
Street Address of Business Mailing Address of Business (Check if New Address)

[REDACTED] chequessettchocolate@gmail.com
Business Phone Number (Check if New Phone Number) Business E-Mail Address

If Seasonal: Approximate Dates of Operation: ___/___/___ To ___/___/___

Certified Food Manager(s) (attach copy): (at least 1 full-time equivalent PER SHIFT required)

Katherine Reed _____

Allergen Awareness Certification (attach copy):


Katherine Reed _____

Has your menu changed from last year? Yes No

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

I, the undersigned, attest to the accuracy of the information provided in this application and further agree to allow the regulatory authority access to the food service establishment as specified under § 8-402.11. I affirm that the food establishment operation will comply with 105 CMR 590.000, Truro Board of Health Regulation Section X, Food Service Regulations and all other applicable laws. Pursuant to MGL Ch. 62C § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid state and local taxes required by law.

Signature of Applicant: Katherine Reed Date: 10/20/16

Social Security Number or Federal ID: 

FOR HEALTH DEPARTMENT USE ONLY	
Food Manager Certification	Allergen Awareness Certification
Training	Choke Saver
Workers Comp Affidavit	Copy of Liability Insurance
Commercial Hood/Ventilation System Report	Copy of Dishwasher Service Report
Comments: _____	
Application Approved _____ Denied _____	
_____ Signature of Health Agent	_____ Date



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

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: FarmMaid Foods, Inc
 Address: 8 Highland Rd.
 City/State/Zip: North Truro, MA 02652 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: Hartford
 Insurer's Address: One Park Place, 300 S. State Street, 7th Floor
 City/State/Zip: Syracuse, NY 13202
 Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 02/04/2017

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

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

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

Signature: Katherni Reed Date: 10/20/14
 Phone #: [REDACTED]

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____



TOWN OF TRURO

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. Review and Approve One Day Alcohol and Entertainment Truro Center for the Arts at Castle Hill December 16th, 10 Meeting House Rd
 - 2. Review and Approve Event Notification Form for the National MS Society Bike Ride June 25th, 2017
- B. Review and Approve the 2017 Annual Licenses – Montano’s Restaurant, Savory and the Sweet Escape, Salty Market, and Truro Vineyards (Lodging)
- C. Review and Hold Executive Session Minutes
- D. Review and Approve Appointment of Gary Palmer for Vacancy on Board of Assessors
- E. Review and Approve Appointment of Gary Sharpless for Alternate Vacancy on Shellfish Advisory Committee
- F. Review and Approve Regular Board of Selectmen Minutes – November 15, 2016, November 29, 2016

**NOTICE
TO
EMPLOYEES**

**NOTICE
TO
EMPLOYEES**

**The Commonwealth of Massachusetts
DEPARTMENT OF INDUSTRIAL ACCIDENTS**

1 Congress Street, Suite 100, Boston, Massachusetts 02114-2017

617-727-4900 – <http://www.state.ma.us/dia>

As required by Massachusetts General Law, Chapter 152, Sections 21, 22, & 30, this will give you notice that I (we) have provided for payment to our injured employees under the above mentioned chapter by insuring with:

HARTFORD FIRE INSURANCE COMPANY

NAME OF INSURANCE COMPANY

ONE PARK PLACE, 300 S. STATE ST., 7TH FLOOR
SWEETBRIAR NY 13202

ADDRESS OF INSURANCE COMPANY

18 WED 071900

06/04/16

POLICY NUMBER

EFFECTIVE DATES

BENSON YOUNG & DOWNS INS AGCY INC

PO BOX 559
PROVINCETOWN

MA 02657

NAME OF INSURANCE AGENT

ADDRESS

PHONE

CHEQUESSETT CHOCOLATE

PO BOX 250
NORTH TRURO

MA 02652

EMPLOYER

ADDRESS

EMPLOYER'S WORKERS COMPENSATION OFFICER (IF ANY)

DATE

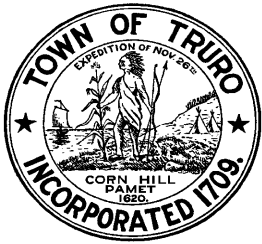
MEDICAL TREATMENT

The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Workers Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

NAME OF HOSPITAL

ADDRESS

TO BE POSTED BY EMPLOYER



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing

REQUESTOR: Nicole Tudor, Executive Assistant, on Behalf of Alicia Moretti, Development and Communications Coordinator of Truro Center for the Arts at Castle Hill

REQUESTED MEETING DATE: December 13, 2016

ITEM: Entertainment and One Day Alcohol License

EXPLANATION: Truro Center for the Arts at Castle Hill has submitted an Entertainment (Recorded Music by DJ) and One Day Alcohol (Wine and Beer) License Application for a fundraiser occurring at 10 Meeting House Rd on Friday, December 16th from 6:00pm-10:00pm, with catering by Cosmos Catering. Both Applications have been reviewed and approved by the Chief of Police with a request for a Parking Permit Application to be completed which has been submitted.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Truro Center for the Arts will not be able to hold their fundraiser community event on December 16th.

SUGGESTED ACTION: *Motion to approve the Entertainment and One Day Alcohol License submitted by the Truro Center for the Arts at Castle Hill for December 16th from 6:00pm-10:00pm and authorize the Chair to sign.*

ATTACHMENTS:

1. Entertainment Application
2. One Day Alcohol Application
3. Special Events Checklist

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

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

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show

No Show

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

Applicant's Signature

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

Alicia Nacchi

11/4/16

Signature

Date

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

Office Use Only

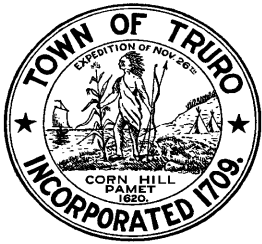
APPROVAL

License No _____

Board of Selectmen _____ Meeting Date _____

Police Department *Kyle Takaljian* Date *11/30/16*

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



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Bill Sykes, Sport Coordinator-Cape Cod Getaway MS Bike Ride

REQUESTED MEETING DATE: December 13, 2016

ITEM: Event Notification Form

EXPLANATION: The 33rd annual Cape Cod Getaway MS Bike Ride will be held on June 24th and 25th, 2017. The Event Notification Form must be signed prior to the issuance of a permit from the MA DOT. Local Police and Fire have signed the event notification form. The cyclists will ride through Truro on June 25th and utilize Route 6 and 6A only. They do have a rest stop at the Truro Central School (which has been approved through the school).

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The coordinator of the bike ride would need to work with the Town of Truro to arrive at a satisfactory plan which would be approved to allow cyclists to ride through.

SUGGESTED ACTION: *MOTION TO approve the Event Notification Form for the 2017 Cape Cod Getaway MS Bike Ride, and authorize the Chair to sign.*

ATTACHMENTS:

1. Event Notification Form, letter from Bill Sykes, and application for permit for organized bike race



EVENT NOTIFICATION FORM

Date: _____

National MS Society, Cape Cod Getaway – June 24 & 25, 2017

Dear Sir / Madam,

Please be advised that the City/Town of Truro has notified the Board of Selectman/City Council, Local Police/Fire Department and if applicable the State Police of its intention to conduct road work/parade/race/or **other events** in or through the City/Town of Truro

The Board of Selectmen/City Council understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed work or event.

The following signatures are required prior to the issuance of the Permit from the MA DOT. All officials listed below shall assume all responsibility and liability for all activity associated under their jurisdiction.

LOCAL POLICE DEPARTMENT

Signed: Kyle Takalyian
Title: Chief of Police
City/Town: TRURO

FIRE DEPARTMENT

Signed: Tom Calhoun
Title: Fire Chief
City/Town: Truro

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____
Title: _____
City/Town: _____



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

November 14, 2016

Dear MS. Palmer,

We will be holding our 33rd annual Cape Cod Getaway MS Bike Ride on June 24th and 25th, 2017. This two day, 150-mile bicycle tour will attract 2100 cyclists, who ride from Boston, Mass. to Provincetown, Mass. to raise funds to support the National Multiple Sclerosis Society.

We respectfully request the use of local and state roads in the town of Truro for the ride on June 25th. I have enclosed cue sheets showing our proposed route. Cyclists will be instructed to ride single file, on the right side of the road, and to follow all vehicle laws, including stopping at red lights and stop signs.

We will hire Truro police officers to work safety details. We operate a support team consisting of medical personnel, bicycle mechanics, and amateur (HAM) radio operators. Our lead HAM radio operator monitors all emergency radio frequencies, so that we can close or redirect our route should that become necessary.

Please let me know if there are additional steps, permits or permissions I must take to assure approval of the town of Truro to host our event. I have also provided an Event Notification Form from the Massachusetts Department of Transportation that you can use to indicate your approval for our request.

If you need any further information or have any questions regarding this request, please don't hesitate to call me. Thank you for your continued support of the Cape Cod Getaway MS Bike Ride.

Best Regards,

Bill Sykes
Sport Coordinator
Promoter Line, Inc
East Coast Office, 13 River St, Plymouth, MA 02360
508 746 3207 o / 508 746 1695 f / 508 954 9037 c
www.promoterline.com
bill@promoterline.com

NOV 18 2016

TOWN OF TRURO
MASSACHUSETTS



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

Applicant: Bill Sykes **Email:** Bill@promoterline.com

Group Affiliation (If Any): National MS Society

Mailing Address: 13 River St **City:** Plymouth **State:** MA **Zip:** 02360

Phone: 508 746 3207 **Cell Phone:** 508 954 9037

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

Bicycle ride

Streets &/or Roads to be Used: RT6A and the Truro Central School

Date(s) and Hours Race/Event: 8AM - 3PM **Day:** 6/25/2017

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

If Town Beaches are being used the Use of Town Property MUST be completed in addition to this application. I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity.

Bill Sykes
Digitally signed by Bill Sykes
DN: cn=Bill Sykes, o=us, email=Bill@promoterline.com, c=US
Date: 2016.11.15 16:02:00 -0500

11/15/16

Signature of Applicant

Date

Action by the **Town Manager** **Date:** _____

____ Approved as submitted

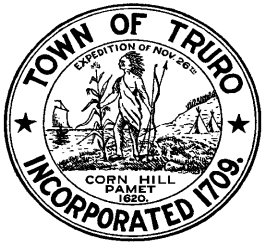
____ Approved with the following condition(s): _____

____ Disapproved with the following reason(s): _____

Signatures of the **Town Manager:** _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health/Conservation Agent Signature: <hr/> Comments/Conditions: Permits/Inspections needed:	Building Commissioner Signature: <hr/> Comments/Conditions: Permits/Inspections needed:
Police Department Signature: <i>Kyle Takahjira</i> <hr/> Comments/Conditions: <i>Police Detail if Crossing RTE 6</i>	Fire Department Signature: <i>Jim Collins</i> <hr/> Comments/Conditions: <i>Ambulance Detail</i>
DPW Signature: <hr/> Comments/Conditions:	Harbormaster Signature: <hr/> Comments/Conditions:
Beach Supervisor: <hr/> Comments/Conditions:	Other: <hr/> Comments/Conditions:



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of Montano’s Restaurant, Savory and the Sweet Escape, Salty Market, and Truro Vineyards

REQUESTED MEETING DATE: December 13, 2016

ITEM: Approval of 2017 Common Victualler Licenses and Lodging License-
Montano’s Restaurant (Annual Common Victualler)-481 Route 6
Savory and the Sweet Escape (Annual Common Victualler) 316 Route 6
Salty Market (Annual Common Victualler) 2 Highland Rd,
Truro Vineyards (Annual Lodging House License) 11 Shore Rd

EXPLANATION: The approval of the Annual Licenses for Montano’s Restaurant, Savory and the Sweet Escape, Salty Market, and Truro Vineyards of Cape Cod are under the authority of the Board of Selectmen as the Local Licensing Authorities. Please know that if you approve these licenses for renewal, the licenses will be issued only upon compliance with all regulations, receipt of the necessary fees and prior approval of the Food Service Licenses by the Health Agent. The Food Service License was issued 11/23/2016 for Montano’s Restaurant, Savory and the Sweet Escape on 12/1/2016, Salty Market on 12/5/2016, and Truro Vineyards on 12/8/2016 by the Health Agent. There were no reported issues with these establishments in 2016.

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
Chapter 140 § 2	Common Victualler (Cooking, Preparing and Serving food)	Montano’s Restaurant Savory and the Sweet Escape Salty Market
Chapter 140 § 22	Lodging House License	Truro Vineyards of Cape Cod

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicants for the annual Common Victualler will not be issued their 2017 Licenses to operate at Montano’s Restaurant, Savory and the Sweet Escape, Salty Market in the Town of Truro. The applicant for the annual Lodging House License will not be issued their 2017 License to operate at Truro Vineyards in the Town of Truro.

SUGGESTED ACTION: *Motion to approve the 2017 annual Common Victualler Licenses for Montano's Restaurant, Savory and the Sweet Escape, Salty Market, and the Lodging House License for Truro Vineyards upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. Renewal Application and Food Service License for 2017: Montano's Restaurant
2. Renewal Application and Food Service License for 2017: Savory and the Sweet Escape
3. Renewal Application and Food Service License for 2017: Salty Market
4. Renewal Application for 2017: Truro Vineyards

#2017-012



TOWN OF TRURO

Box 2030, Truro, MA 02666

BOARD OF HEALTH

508-349-7004, Extension: 32 or 31 Fax: 508-349-5508

Email: ppajaron@truro-ma.gov or adavis@truro-ma.gov

P.O.

Tel:

BUSINESS LICENSE APPLICATION

Date: 11/1/16 Renewal New

Section 1 – License Type

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

FACILITY:	# UNITS	FOOD SERVICE	RETAIL SERVICE
<input checked="" type="checkbox"/> Motel	_____	<input checked="" type="checkbox"/> Food Service (Restaurant, Take Out, Residential Kitchen)	<input checked="" type="checkbox"/> Gas Station
<input checked="" type="checkbox"/> Cottage Colony	_____	<input checked="" type="checkbox"/> Common Victualer*	
<input checked="" type="checkbox"/> Condominium	_____	<input checked="" type="checkbox"/> Catering	
<input checked="" type="checkbox"/> Campground	_____	<input checked="" type="checkbox"/> Manufacturer of Ice Cream/Frozen Desserts	
		<input checked="" type="checkbox"/> Bakery	
		<input checked="" type="checkbox"/> Retail Sales: Foods Commercially Packaged	

(* Requires additional License issued by the Board of Selectmen)

Section 2 – Business Information

Federal Employers Identification Number (FEIN/SS) _____

Robert C. Montano

Print Name of Applicant

Montano's Restaurant

Business Name or DBA (Check if new name)

Robert C. Montano

Owner Name

481 Route 6

Street Address of Business

P.O. Box 718 Truro No

Mailing Address of Business (Check if New Address)

487 2030

Business Phone Number (Check if New Phone Number)

Business E-Mail Address

Section 3 –MANAGER INFORMATION FOR COTTAGE COLONY, CONDOMINIUMS, MOTOR COURT, MOTEL, CAMPGROUNDS

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

Name of Onsite Manager:

Name: _____ Unit Number: _____

Mailing Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: _____ Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: _____ Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Co-Manager's Signature (REQUIRED)

Section 4 – HOURS OF OPERATION

Annual Seasonal (Please check one that applies)

Opening Date (MM/DD/YYYY) _____

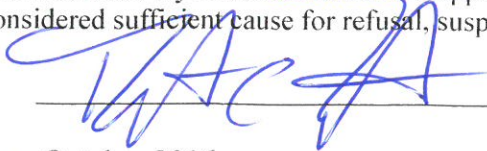
Closing Date (MM/DD/YYYY) _____

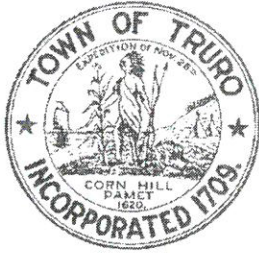
Days of the Week Open _____

Hours of Operation (Opening to Closing) _____

Section 5 – ATTESTATION

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

 _____ 11/18/16 _____



TOWN OF TRURO

BOARD OF HEALTH

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 32 or 31 Fax: 508-349-5508

Email: ppajaron@truro-ma.gov or adavis@truro-ma.gov

APPLICATION FOR FOOD SERVICE PERMIT

PART I - TO BE FILLED IN BY APPLICANT

Applicant: (check one) New

Renewal

Date: 11/1/16

Type of Food Service Establishment :

- Food Service (restaurant or take out)
- Retail Food (commercially prepared foods)
- Residential Kitchen
- Bed & Breakfast w/Continental Breakfast
- Catering
- Manufacturer of Ice Cream/Frozen Dessert
- Bakery

Business Name: MONTANO'S RESTAURANT

Owner Name: ROBERT MONTANO

Email Address: bobmontano@comcast.net

Mailing Address: P.O. Box 718 N. Truro

Phone No: 487 2026

24 Hour Emergency: [REDACTED]

Person Directly Responsible for Daily Operations: (Owner, Person In Charge, Supervisor, Manager)

Name: Same

Email Address: _____

Mailing Address: _____

Phone No: _____

24 Hour Emergency: _____

Number of Seats:

Inside: 188

Outside: _____

Number of Employees: 30

Length of Permit:

Annual

Seasonal Operation

Hours of Operation: Mon-Fri:

4 : 30

To

9 : 30

Days Closed Excluding Holidays:

NONE

If Seasonal: Approximate Dates of Operation:

____/____/____

To

____/____/____

Certified Food Manager(s) (attach copy): (at least 1 full-time equivalent PER SHIFT required)

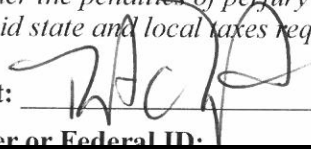
Allergen Awareness Certification (attach copy):

Has your menu changed from last year? Yes No

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

I, the undersigned, attest to the accuracy of the information provided in this application and further agree to allow the regulatory authority access to the food service establishment as specified under § 8-402.11. I affirm that the food establishment operation will comply with 105 CMR 590.000, Truro Board of Health Regulation Section X, Food Service Regulations and all other applicable laws. Pursuant to MGL Ch. 62C § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid state and local taxes required by law.

Signature of Applicant:



Date:

11/1/16

Social Security Number or Federal ID:

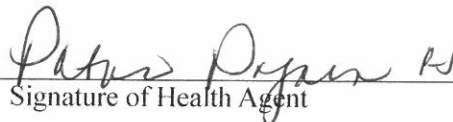


FOR HEALTH DEPARTMENT USE ONLY

- Food Manager Certification Allergen Awareness Certification Choke Saver Training Workers Comp Affidavit Copy of Liability Insurance Copy of Commercial Hood/Ventilation System Report Copy of Dishwasher Service Report

Comments: _____

Application Approved **Denied** _____


Signature of Health Agent

Date 11/23/16

Number: 2017-012

Fee \$75.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Permit To Operate A Food Establishment

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

Robert Montano, mgr., d/b/a Montano's Restaurant

Whose place of business is **481 Route 6**

Type of business and any restrictions **Restaurant**

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

Permit Expires: **December 31, 2017**

Date Issued: *NOVEMBER 23, 2016*

Seating: 188



Truro Board of Health Agent

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

ZANA WEBER

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

13322919

CERTIFICATE NUMBER

5129

EXAM FORM NUMBER

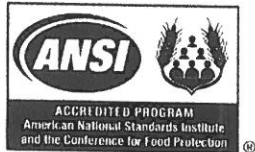
2/25/2016

DATE OF EXAMINATION

2/25/2021

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman L Brown
Sherman Brown
SVP, National Restaurant Association Solutions

In accordance with Maritime Labour Convention 2006, Resolution ADM N 048-2013 (Regulation 3.2, Standard A3.2)
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14102901 v.1401



Contact us with questions at 175 W Jackson Blvd. Ste 1500, Chicago, IL 60604 or ServSafe@restauranta

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: ZANA WEBER

Certificate Number: 2240799

Date of Completion: 3/4/2016

Date of Expiration: 3/4/2021



*The above-named person is hereby issued this certificate
for completing an allergen awareness training program
recognized by the Massachusetts Department of Public Health
in accordance with 105 CMR 590.009(G)(3)(a).*

This certificate will be valid for five (5) years from date of completion.

Issued By:



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

NATIONAL
RESTAURANT
ASSOCIATION
800.765.2122
www.restaurant.org

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

ROBERT MONTANO

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

13322916

CERTIFICATE NUMBER

5129

EXAM FORM NUMBER

2/25/2016

DATE OF EXAMINATION

2/25/2021

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman Brown
SVP, National Restaurant Association Solutions



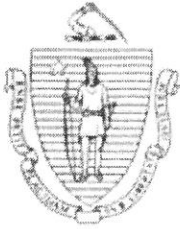
In accordance with Maritime Labour Convention 2006, Resolution 4/DIA.N.068/2013 (Regulation 3.2, Standard A3.2)
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14302921

v.1401

Contact us with questions at 175 W Jackson Blvd, Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org



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

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: MONTANO'S RESTAURANT

Address: 481 Route 6

City/State/Zip: NORTH TURO MA 02652 Phone #: 487 2026 (508)

Are you an employer? Check the appropriate box:

1. I am an employer with 30 employees (full and/or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

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

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: The Hanover

Insurer's Address: 440 Lincoln St P.O. Box 15063

City/State/Zip: Worcester, MA 01615

Policy # or Self-ins. Lic. # 5/22/16 Expiration Date: 5/22/17

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

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

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

Signature: [Signature] Date: 11/1/16

Phone #: 508 487 2026

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 #: _____



PAID 4324

2017-030
FS, BAK, CAT, FD



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

BOARD OF HEALTH

Tel: 508-349-7004, Extension: 32 or 31 Fax: 508-349-5508

Email: ppajaron@truro-ma.gov or adavis@truro-ma.gov

BUSINESS LICENSE APPLICATION

Date: _____ Renewal New

Section 1 – License Type

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

FACILITY:	# UNITS	FOOD SERVICE	RETAIL SERVICE
<input type="checkbox"/> Motel	_____	<input checked="" type="checkbox"/> Food Service (Restaurant, Take Out, Residential Kitchen)	<input type="checkbox"/> Gas Station
<input type="checkbox"/> Cottage Colony	_____	<input checked="" type="checkbox"/> Common Victualer*	
<input type="checkbox"/> Condominium	_____	<input checked="" type="checkbox"/> Catering	
<input type="checkbox"/> Campground	_____	<input checked="" type="checkbox"/> Manufacturer of Ice Cream/Frozen Desserts	
		<input checked="" type="checkbox"/> Bakery	
		<input checked="" type="checkbox"/> Retail Sales: Foods Commercially Packaged	

(* Requires additional License issued by the Board of Selectmen)

Section 2 – Business Information

Federal Employers Identification Number (FEIN/SS) _____

SAVONY + SWEET ESCAPE
Print Name of Applicant _____ Business Name or DBA (Check if new name)

BILL COSTA + DIANE COSTA
Owner Name _____

316 RT 6 POB 690 02666
Street Address of Business _____ Mailing Address of Business (Check if New Address)

508-487-2225
Business Phone Number (Check if New Phone Number) _____ Business E-Mail Address _____

Section 3 –MANAGER INFORMATION FOR COTTAGE COLONY, CONDOMINIUMS, MOTOR COURT, MOTEL, CAMPGROUNDS

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

Name of Onsite Manager:

Name: DIANE COSTA Unit Number: _____
Mailing Address: POB 690 02666
Phone: (24 Hour Contact): [REDACTED] Email Address: _____

Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: _____ Business Name: _____
Business Address: _____
Phone: (24 Hour Contact): _____ Email Address: _____

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: _____ Business Name: _____
Business Address: _____
Phone: (24 Hour Contact): _____ Email Address: _____

Co-Manager's Signature (REQUIRED)

Section 4 – HOURS OF OPERATION

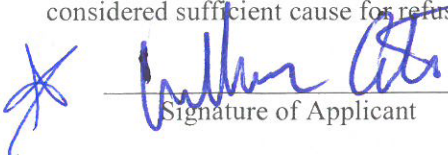
Annual Seasonal (Please check one that applies)

Opening Date (MM/DD/YYYY) _____ Closing Date (MM/DD/YYYY) _____

Days of the Week Open _____ Hours of Operation (Opening to Closing) _____

Section 5 – ATTESTATION

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



Signature of Applicant

William Costa

Print Name

Number: 2017-030A

Fee \$75.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Permit To Operate A Food Establishment

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

Diane Costa, mgr., d/b/a Savory and the Sweet Escape

Whose place of business is **316 Route 6**


Type of business and any restrictions **Restaurant/Sandwich Shop**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2017**

Date Issued: *December 1, 2016*

Seating: **33**



Truro Board of Health Agent

Number: 2017-030B

Fee \$10.00

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

This is to Certify that

Diane Costa, mgr., d/b/a Savory and the Sweet Escape
316 Route 6

IS HEREBY GRANTED A LICENSE

For

a bakery

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires
December 31, 2017 unless sooner suspended or revoked.

Date *December 1, 2014*

Peter Pappas

Truro Board of Health Agent

Number: 2017-030C

Fee \$50.00

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

Permit To Operate As A Food Caterer

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

Diane Costa, mgr., d/b/a Savory and the Sweet Escape

Whose place of business is : **316 Route 6**

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

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2017**

Date Issued: *December 1, 2016*

Diane Costa

Truro Board of Health Agent

Number: 2017-030D

Fee \$10.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Frozen Desserts/Ice Cream Mix License

This is to Certify that
Address

Diane Costa, mgr., d/b/a Savory and the Sweet Escape
316 Route 6

IS HEREBY GRANTED A LICENSE
FOR THE MANUFACTURING OF
FROZEN DESSERTS AND/OR ICE CREAM MIX

Expiring December 31, 2017

This License is subject to the Rules and Regulations of the Massachusetts Department of Public Health Relative to the Manufacturing of FROZEN DESSERTS and ICE CREAM MIX, to the Rules and Regulations of the Board of Health granting this License, and to the provision of the General Laws Chapter 94 as amended by Chapter 373 of the Acts of 1934, and may be revoked or suspended in accordance with the provisions of Section 65J of said Chapter.

Date *December 1, 2016*


Truro Board of Health Agent

Number: 2017-030E

Fee \$10.00

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

This is to Certify that

Diane Costa, mgr., d/b/a Savory and the Sweet Escape
316 Route 6

IS HEREBY GRANTED A LICENSE

To sell

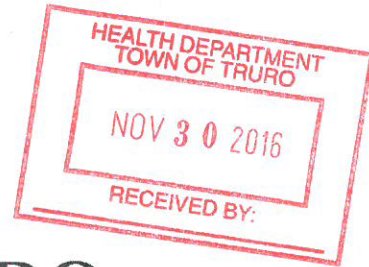
ice cream, soda water, and confections

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires
December 31, 2017 unless sooner suspended or revoked.

Date: *December 1, 2016*

Diana J. Reynolds

Truro Board of Health Agent



TOWN OF TRURO

BOARD OF HEALTH

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 32 or 31 Fax: 508-349-5508

Email: ppajaron@truro-ma.gov or adavis@truro-ma.gov

APPLICATION FOR FOOD SERVICE PERMIT

PART I - TO BE FILLED IN BY APPLICANT

Applicant: (check one) New

Renewal

Date: 11-28-16

Type of Food Service Establishment :

- Food Service (restaurant or take out)
- Retail Food (commercially prepared foods)
- Residential Kitchen
- Bed & Breakfast w/Continental Breakfast
- Catering
- Manufacturer of Ice Cream/Frozen Dessert
- Bakery

Business Name: SAUNY + the Sweet ESCAPE

Owner Name: Bill + Diane Costa

Email Address: [REDACTED]

Mailing Address: POB 690 Truro MA 02666

Phone No: 508-487-2225

24 Hour Emergency: [REDACTED]

Person Directly Responsible for Daily Operations: (Owner, Person In Charge, Supervisor, Manager)

Name: Diane Costa

Email Address: [REDACTED]

Mailing Address: POB 690 02666

Phone No: 508-487-2225

24 Hour Emergency: [REDACTED]

Number of Seats:

Inside: 39

Outside: Varies

Number of Employees: 8

Length of Permit:

Annual

Seasonal Operation

Hours of Operation: Mon-Fri:

6 : AM To 9 : PM

Days Closed Excluding Holidays:

Thursdays & Fridays Sunday during Winter

If Seasonal: Approximate Dates of Operation: ___/___/___ To ___/___/___

Certified Food Manager(s) (attach copy): (at least 1 full-time equivalent PER SHIFT required)

Allergen Awareness Certification (attach copy):

Has your menu changed from last year? Yes No

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

I, the undersigned, attest to the accuracy of the information provided in this application and further agree to allow the regulatory authority access to the food service establishment as specified under § 8-402.11. I affirm that the food establishment operation will comply with 105 CMR 590.000, Truro Board of Health Regulation Section X, Food Service Regulations and all other applicable laws. Pursuant to MGL Ch. 62C § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid state and local taxes required by law.

Signature of Applicant: DuB Cofer Date: November 29, 2016

Social Security Number or Federal ID:

FOR HEALTH DEPARTMENT USE ONLY

Food Manager Certification Allergen Awareness Certification Choke Sayer Training
 Workers Comp Affidavit Copy of Liability Insurance Copy of Commercial Hood/Ventilation System Report Copy of Dishwasher Service Report

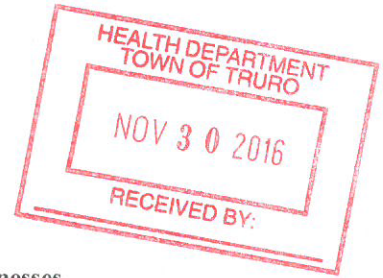
Comments: _____

Application Approved Denied _____

Duane Dwyer MD 12/1/16
Signature of Health Agent Date



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: SAVOY + Sweet

Address: POB 690

City/State/Zip: Truro Phone #: 508-487-2225

Are you an employer? Check the appropriate box:

- 1. I am an employer with 8 employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

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

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: Hartford

Insurer's Address: PO Box 14187

City/State/Zip: Lexington KY 40512

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 04-09-17

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

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

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

Signature: William C Costa Date: 11-28-16

Phone #: 508-237-0519

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: Diane Costa

Certificate Number: 788661

Date of Completion: 3/22/2012

Date of Expiration: 3/22/2017

*The above-named person is hereby issued this certificate
for completing an allergen awareness training program
recognized by the Massachusetts Department of Public Health
in accordance with 105 CMR 590.009(G)(3)(a).*

This certificate will be valid for five (5) years from date of completion.

Issued By:



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



800.765.2122
www.restaurant.org



EXAM FORM NO. 4709

CERTIFICATE NO. 8917407

ServSafe® Certification

TO **DIANE B COSTA**

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Exam, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP)

03/17/2012

DATE OF EXAMINATION

03/17/2017

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0865

Paul Hineman
Executive Director, National Restaurant Association Solutions

NATIONAL
RESTAURANT
ASSOCIATION

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This document cannot be reproduced or altered.
100/10/01

v.1202



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



FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: SAVORY & Sweet Escape
OWNER/MANAGER: Bill Costa Diane Costa
ADDRESS: POB 690 316 Rt 6
PHONE #: 508-487-2225 NUMBER OF UNITS: _____
CONTACT PERSON: Same As Above
ADDRESS: _____

TESTING COMPANY: Gerald Costa Electrician
TESTING ELECTRICIAN/TECHNICIAN: GERALD J. Costa JR.
COMPANY PHONE #: 774-353-8809 HOME PHONE #: _____
LICENSE #: E 50385

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: _____

DATE OF CERTIFICATION: 11/28/16 BY: [Signature]
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.

BAK JOB
FS CAT #2017031

TOWN OF TRURO

P.O.

Box 2030, Truro, MA 02666

Tel:

BOARD OF HEALTH

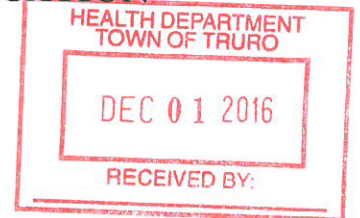
508-349-7004, Extension: 32 or 31 Fax: 508-349-5508

Email: ppajaron@truro-ma.gov or adavis@truro-ma.gov



BUSINESS LICENSE APPLICATION

Date: 11/21/16 Renewal New



Section 1 – License Type

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

FACILITY: # UNITS FOOD SERVICE RETAIL SERVICE

Motel _____ Food Service Gas Station
(Restaurant, Take Out, Residential Kitchen)

Cottage Colony _____ **Common Victualer***

Condominium _____ Catering

Campground _____ Manufacturer of Ice Cream/Frozen Desserts

Bakery

Retail Sales: Foods Commercially Packaged

(* Requires additional License issued by the Board of Selectmen)

Section 2 – Business Information

Federal Employers Identification Number (FEIN/SS) _____

Ellery Aithens Salty Market LLC
Print Name of Applicant Business Name or DBA (Check if new name)

Ellery Aithens
Owner Name

2 Highland Rd P.O. Box 992
Street Address of Business Mailing Address of Business (Check if New Address)

508 4870711 _____
Business Phone Number (Check if New Phone Number) Business E-Mail Address

Section 3 –MANAGER INFORMATION FOR COTTAGE COLONY, CONDOMINIUMS, MOTOR COURT, MOTEL, CAMPGROUNDS

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

Name of Onsite Manager:

Name: _____ Unit Number: _____

Mailing Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: _____ Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: _____ Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Co-Manager's Signature (REQUIRED)

Section 4 – HOURS OF OPERATION

Annual Seasonal (Please check one that applies)

Opening Date (MM/DD/YYYY)

Closing Date (MM/DD/YYYY)

7

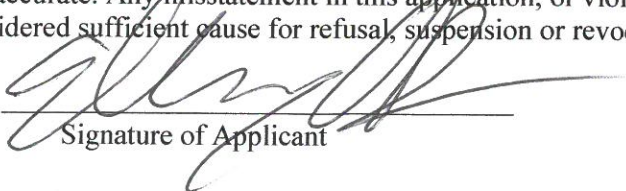
7am - 8pm

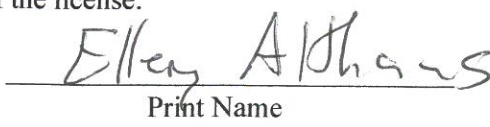
Days of the Week Open

Hours of Operation (Opening to Closing)

Section 5 – ATTESTATION

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


Signature of Applicant


Print Name

Number: 2017-031A

Fee \$75.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Permit To Operate A Food Establishment

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

Ellery Althaus, mgr., Salty Market LLC

Whose place of business is **2 Highland Rd**

Type of business and any restrictions **Retail Food/Convenience Store**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2017**

Date Issued: *December 5, 2016*



Truro Board of Health Agent

Number: 2017-031B

Fee \$10.00

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

This is to Certify that

Ellery Althaus, mgr., d/b/a Salty Market LLC
2 Highland Rd

IS HEREBY GRANTED A LICENSE

For

a bakery

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires **December 31, 2017** unless sooner suspended or revoked.

Date *December 5, 2016*



Truro Board of Health Agent

Number: 2017-031C

Fee \$50.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Permit To Operate As A Food Caterer

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

Ellery Althaus, mgr., d/b/a Salty Market LLC

Whose place of business is : **2 Highland Rd**

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

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2017**

Date Issued: *December 5, 2016*



Truro Board of Health Agent

Number: 2017-031D

Fee \$50.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Tobacco/Tobacco Products License

This is to Certify that
Address

Ellery Althaus, mgr., d/b/a Salty Market LLC
2 Highland Rd

IS HEREBY GRANTED A LICENSE

For sales and distribution of **tobacco and tobacco products**

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires
December 31, 2017 unless sooner suspended or revoked.

Date *December 5, 2016*

Daniel Pappas

Truro Board of Health Agent



TOWN OF TRURO

BOARD OF HEALTH

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 32 or 31 Fax: 508-349-5508

Email: ppajaron@truro-ma.gov or adavis@truro-ma.gov

APPLICATION FOR FOOD SERVICE PERMIT

PART I - TO BE FILLED IN BY APPLICANT

Applicant: (check one) New

Renewal

Date: 11/21/16

Type of Food Service Establishment :

- Food Service (restaurant or take out)
- Retail Food (commercially prepared foods)
- Residential Kitchen
- Bed & Breakfast w/Continental Breakfast
- Catering
- Manufacturer of Ice Cream/Frozen Dessert
- Bakery

Business Name: Soldz Market LLC

Owner Name: Ellen Atkins Email Address: [REDACTED]

Mailing Address: P.O. Box 992

Phone No: [REDACTED] 24 Hour Emergency: _____

Person Directly Responsible for Daily Operations: (Owner, Person In Charge, Supervisor, Manager)

Name: Ellen Atkins Email Address: [REDACTED]

Mailing Address: P.O. Box 992

Phone No: [REDACTED] 24 Hour Emergency: _____

Number of Seats: Inside: _____ Outside: _____ Number of Employees: 10

Length of Permit: Annual Seasonal Operation

Hours of Operation: Mon-Fri: 7am: 9pm To _____: _____

Days Closed Excluding Holidays:

Thanksgiving, Christmas, New Year's
Easter

If Seasonal: Approximate Dates of Operation: ___/___/___ To ___/___/___

Certified Food Manager(s) (attach copy): (at least 1 full-time equivalent PER SHIFT required)

Ellery Atkins

Allergen Awareness Certification (attach copy):

Ellery Atkins

Has your menu changed from last year? Yes No

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

I, the undersigned, attest to the accuracy of the information provided in this application and further agree to allow the regulatory authority access to the food service establishment as specified under § 8-402.11. I affirm that the food establishment operation will comply with 105 CMR 590.000, Truro Board of Health Regulation Section X, Food Service Regulations and all other applicable laws. Pursuant to MGL Ch. 62C § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid state and local taxes required by law.

Signature of Applicant: [Signature]

Date: 11/21/16

Social Security Number or Federal ID: [Redacted]

FOR HEALTH DEPARTMENT USE ONLY

Food Manager Certification Allergen Awareness Certification Choke Saver Training
 Workers Comp Affidavit Copy of Liability Insurance
 Copy of Commercial Hood/Ventilation System Report Copy of Dishwasher Service Report

Comments:

Application Approved Denied

Patricia Papas
12/5/16



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

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Salty Market LLC
 Address: 2 Highland Rd
 City/State/Zip: N. Truro, MA 02652 Phone #: 508 487 0711 ~~508 545 5469~~

Are you an employer? Check the appropriate box:

1. I am an employer with 10 employees (full and/or part-time).*

2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]

3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**

4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. Retail

6. Restaurant/Bar/Eating Establishment

7. Office and/or Sales (incl. real estate, auto, etc.)

8. Non-profit

9. Entertainment

10. Manufacturing

11. Health Care

12. Other _____

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

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

Insurance Company Name: The Hartford
 Insurer's Address: 690 Asylum Ave, Hartford, CT 06105
 City/State/Zip: _____
 Policy # or Self-ins. Lic. #: _____ Expiration Date: 3/25/17

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

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

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

Signature: _____ Date: 11/21/16
 Phone #: _____

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

City or Town: _____ Permit/License # _____

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

Contact Person: _____ Phone #: _____



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME: Softy Market Cc

OWNER/MANAGER: Ellen Atkins

ADDRESS: 2 Highland Rd

PHONE #: ~~508 068~~ NUMBER OF UNITS: _____

CONTACT PERSON: 508 4870711 Ellen Atkins

ADDRESS: 211 B Georges Psh Provincetown

TESTING COMPANY: MASS FIRE PROTECTION

TESTING ELECTRICIAN/TECHNICIAN: SPRINKLER CO.

COMPANY PHONE #: _____ HOME PHONE #: 508 790 4696

LICENSE #: _____
MA SC 004421
James O' Shea

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: _____

DATE OF CERTIFICATION: _____ BY: _____
Signature of Licensed Electrician

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

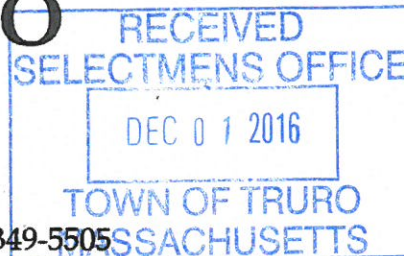


TOWN OF TRURO

**BUSINESS LICENSE APPLICATION
ADMINISTRATION • LICENSING**

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

Tel: 508-349-7004 Extensions: 110 or 124 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:
<input type="checkbox"/> Renewal – Change (s) <i>Please describe below.</i>	<input checked="" type="checkbox"/> Lodging House <u>2</u> Rooms	Hours AM PM
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	<u>Seasonal License</u>
<input type="checkbox"/> Name Change	<input type="checkbox"/> Innholder	Number of Days Open: <i>Fri - Mon Apr + Nov, d</i>
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Taxicabs	Opening Date: <i>Apr. 1</i> ^{7 days} <i>May - Oct</i>
<input type="checkbox"/> Location Change	<input type="checkbox"/> Other	Closing Date: <i>Dec. 18</i>
<input type="checkbox"/> Seasonal to Annual		Hours <u>11</u> AM <u>5</u> PM <i>Mon - Sat</i>
<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 Kristen Roberts
Please Print

Name of Business/Corporation/Partnership Truro Vineyards of Cape Cod

Business Location 11 Shore Rd. North Truro, MA 02652
Street Address

Mailing Address of Business PO Box 884 North Truro, MA 02652
Please use preferred mailing address for any Town Correspondence

Business Contact Information 508-487-6200 trurovineyards@gmail.com
Business Phone Number/Cell Phone Number/Email Address

Name of Manager _____
Please Print

Manager Contact Information _____
Cell Number/Email Address

Manager's Mailing Address _____

FEIN Business Number [REDACTED]**CHECKLIST-Please provide the following items if not provided to the Health Department.**

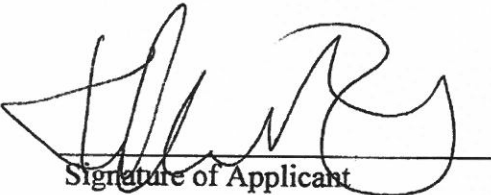
- RESTAURANTS- See Health Department Application
- FIRE PROTECTION SYSTEMS ANNUAL TEST REPORT
- IF YOU HAVE EMPLOYEES- Provide Workers Compensation Affidavit AND Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Provide Workers Compensation Affidavit ONLY
- IF SELLING ALCOHOL FOR CONSUMPTION ON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

ATTESTATION

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

12/1/16
Date

Kristen Roberts
Applicant Name *Please print*


Signature of Applicant

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

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

Office Use Only

- Payment Received
- Health Agent or Board of Health Approval *(If applicable)* Board of Selectmen Meeting Date for Approval 12/13/2016

Number: 2017-037

Fee \$15.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Permit To Operate A Food Establishment

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

Kristen Roberts, mgr., d/b/a Truro Vineyards of Cape Cod

Whose place of business is **11 Shore Rd**

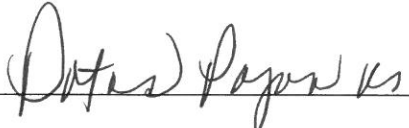
Type of business and any restrictions **Prepackaged Commercial Goods**

To operate a food establishment in **Truro, MA**

Permit Expires: **December 31, 2017**

Date Issued:

December 8, 2016



Truro Board of Health Agent



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: Truro Vineyards of Cape Cod

Address: 11 Shore Rd

City/State/Zip: North Truro MA 02652 Phone #: 508-487-6200

Are you an employer? Check the appropriate box:

- 1. I am an employer with 20 employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

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

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: MARK SYLVIA Insurance Agency

Insurer's Address: 404 Main St.

City/State/Zip: Centerville, MA 02632-2916

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 6/5/17

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

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

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

Signature: [Signature] Date: 12/1/16

Phone #:

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2016

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

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

PRODUCER Mark Sylvia Insurance Agency, LLC 404 Main Street Centerville, MA 02632	CONTACT NAME: Kris Kopreski
	PHONE (A/C, No, Ext): (508)957-2125 FAX (A/C, No): (508)957-2781 E-MAIL ADDRESS: mark@marksylviainsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Farm Family Casualty Insurance	NAIC #
INSURER B: Hospitality Mutual Insurance	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Truro Vineyards of Cape Cod, LLC
 11 Shore Road
 PO Box 834
 North Truro, MA 02652

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

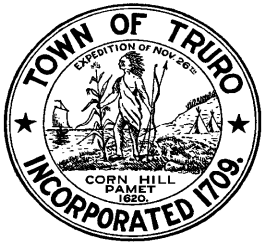
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2001L6799	11/15/2015 11/15/2016	11/15/2016 11/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ -
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		6/5/2016	6/5/2017	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	LIQUOR LIABILITY				10/1/2016	10/1/2017	\$1,000,000 PER PERSON \$1,000,000 PER OCCURRENCE \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WINERY
 Insurance coverage is limited to the terms, conditions, exclusions, other limitations and endorsements. Nothing contained in the certificate of insurance shall be deemed to have altered, waived or extended the coverage provided by the policy provisions.

RECEIVED
 SELECTMENS OFFICE
 NOV 04 2016
 TOWN OF TRURO

CERTIFICATE HOLDER (508)349-7004 (508)349-5505 Town of Truro 24 Town Hall Road PO Box 2012 Truro, MA 02666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: December 13, 2016

ITEM: Review and Hold or Release Executive Session Minutes

EXPLANATION: There is a drop box folder labeled Executive Session Minutes with meeting minutes for your review, approval and determination to release or hold. Attached is a list of minutes that meet the Public Records Law criteria and would be in the Town's best interest to hold.

IMPACT IF NOT APPROVED: The Public Records Law will not be followed.

SUGGESTED ACTION: *Motion to approve and hold the Executive Session Minutes as listed and to approve and release the minutes of January 29, 2015.*

ATTACHMENTS:

1. List of Minutes to Hold.

Executive Session Minutes to Hold – December 13, 2016

April 7, 2015

April 22, 2015

May 19, 2015

May 26, 2015

June 9, 2015

September 29, 2015

October 13, 2015

October 20, 2015

November 10, 2015

January 12, 2016

February 10, 2016

March 22, 2016

May 17, 2016

June 29, 2016

July 7, 2016

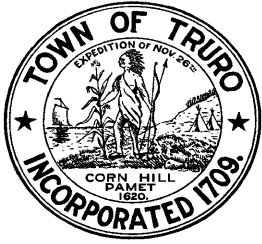
September 20, 2016

September 27, 2016

October 4, 2016

November 15, 2016

November 29, 2016



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Board of Assessors

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Board of Assessors Chair, Bruce Boleyn

REQUESTED MEETING DATE: December 13, 2016

ITEM: Approval of Appointment of Gary Palmer to Board of Assessors Vacancy

EXPLANATION: Gary Palmer submitted an Application to Serve on November 21, 2016, for the 3 year term vacancy on the Board of Assessors. Bruce Boleyn, the Board of Assessor's Chair, has endorsed the appointment.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The vacant position on the Board of Assessors will remain open.

SUGGESTED ACTION: MOTION TO *appoint Gary Palmer to the 3 year position on the Board of Assessors for a term to expire June 30, 2019.*

ATTACHMENTS:

1. Application to Serve – Gary Palmer



RECEIVED
SELECTMEN'S OFFICE
NOV 21 2016
TOWN OF TRURO
MASSACHUSETTS

TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Gary Palmer HOME TELEPHONE: [REDACTED]

ADDRESS: 11 Bayberry Ln WORK PHONE: _____

MAILING ADDRESS: P.O. Box 130 E-MAIL: [REDACTED]

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

SPECIAL QUALIFICATIONS OR INTEREST: 8 yrs. P.O.H., 9 yrs. Selectman.

COMMENTS: _____

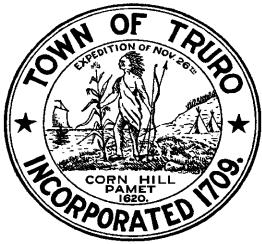
SIGNATURE: Gary Palmer DATE: 11/21/16

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

I am pleased to welcome Gary Palmer to the Truro Board of Assessors. I know Gary to be a long-time public servant in many areas of important responsibility to Truro. I'm certain he will be a welcome addition to the Board of Assessors.

SIGNATURE: [Signature] DATE: 11/22/16

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



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Shellfish Advisory Committee

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of Shellfish Advisory Committee Chair, Scott Lindell

REQUESTED MEETING DATE: December 13, 2016

ITEM: Approval of Appointment of Gary Sharpless to Shellfish Advisory Committee Alternate Vacancy

EXPLANATION: Gary Sharpless submitted an Application to Serve on October 28, 2016, for the Alternate 1 year term vacancy on the Shellfish Advisory Committee. Scott Lindell, the Shellfish Advisory Committee Chair has endorsed the appointment. Additionally submitted on November 10, 2016 a Disclosure of Appearance of Conflict of Interest (MGL C.268A, § 23 (b)(3)) as Gary is also an employee of the Town.

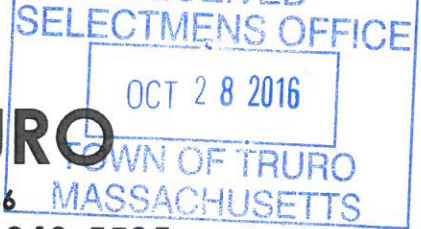
FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The alternate vacancy position on the Shellfish Advisory Committee will remain open.

SUGGESTED ACTION: MOTION TO *appoint Gary Sharpless to the Alternate one year position on the Shellfish Advisory Committee for a term to expire June 30, 2017.*

ATTACHMENTS:

1. Application to Serve – Gary Sharpless
2. Disclosure of Appearance of Conflict of Interest



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Gary Sharpless HOME TELEPHONE: 508-487-2258

ADDRESS: 2 Bayview Path, N. Truro Cell WORK PHONE: [REDACTED]
Ma. 02652

MAILING ADDRESS: 58 Commercial Wharf, Boston E-MAIL: [REDACTED]
ma 02110

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

Shellfish Advisory Committee

SPECIAL QUALIFICATIONS OR INTEREST: I am currently the Assistant Harbor Master @ Pamet Harbor and have been involved with working with Harbor Master on shellfish propagation and also enforcement of shellfish rules/regs. I am an avid clammer and attend most shellfish Advisory meetings for COMMENTS: the last two years.

I am very passionate about helping both the recreational and commercial (ADA) shellfish resource grow and become more successful in the future. I believe been on this committee will be an asset.

SIGNATURE: [Signature] DATE: 10/24/16


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

SIGNATURE: [Signature] DATE: 10/28/16

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

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

	PUBLIC EMPLOYEE INFORMATION	<div style="border: 1px solid black; padding: 5px;"> <p align="center">RECEIVED SELECTMENS OFFICE NOV 10 2016 TOWN OF TRURO MASSACHUSETTS</p> </div>
Name of public employee:	Garrett Sharpless	
Title or Position:	Assistant Harbor Master	
Agency/Department:	Pamet Harbor	
Agency address:	75 Depot Road Truro, Ma 02666	
Office Phone:	508-349-2555	
Office E-mail:	tjackett@truro-ma.gov [REDACTED]	
	<p>(Pamet Harbor email @ office) (personal email)</p> <p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>	
	APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	As Assistant Harbor Master I often have to enforce regulations at the harbor relating to No shell Fishing in summer months.	
What responsibility do you have for taking action or making a decision?	In some cases I have to enforce these regulations which are reviewed and established initially @ the Shellfish Advisory Committee.	
Explain your relationship or affiliation to the person or organization.	Being part of the enforcing agency and also part of the committee that comes up with the rules it could be construed that there would be a conflict of interest.	
How do your official actions or decision matter to the person or organization?	In my capacity as the Assistant Harbor Master my job is to enforce and maintain a sustainable shellfish resource and the same objective is true in being on the committee. Therefore these two organization objective are in-line and as far as I am concerned there is no conflict.	

Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.	As a employee of the Town of Truro, I take my job very seriously and would not want in any way jeopardize my professional responsibility or reputation.
If you cannot confirm this statement, you should recuse yourself.	WRITE AN X TO CONFIRM THE STATEMENT BELOW. <input checked="" type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.
Employee signature:	
Date:	11/10/16

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.

DRAFT

**Truro Board of Selectmen Joint Meeting
with the Planning Board
Selectmen's Chambers Town Hall
Tuesday, November 15, 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 5:02 p.m.

PUBLIC COMMENT

Jay Coburn congratulated Truro native Julian Cyr on his election to the State Senate and shared his reflections on recent elections in general. He reaffirmed Truro's values as a safe community, promoting justice and diversity. Paul Wisotzky thanked the Town staff and volunteers who ran the polls. He commended Truro voters for the 80 percent turnout on Election Day.

PUBLIC HEARING

Jams Application

Sebastian and Dawn Snow explained their request for a transfer of the liquor license held by Jams, Inc./ Atlantis, Inc., currently owned and operated by Ave D. Rosenthal to Jams Too, Inc. dba Jams, Sebastian J. and Dawn Snow

Maureen Burgess moved to approve the transfer of the seasonal Wine and Malt Retail Alcohol License from Jams, Inc., to Jams Too, Inc., dba Jams, to Sebastian J. and Dawn Snow, the new owners and managers, for submission to the Alcoholic Beverages Control Commission. Janet Worthington seconded, and the motion carried 5-0.

Paul Wisotzky closed the public hearing at 5:07 p.m.

APPOINTMENT

Lucy Brown, an applicant for the Council on Aging Board, was present to explain her interest in becoming an Alternate member.

Robert Weinstein moved to approve the appointment of Lucy Brown to the Council of Aging Board as an Alternate for a one-year term to expire June 30, 2017. Maureen Burgess seconded, and the motion carried 5-0.

ACTION AGENDA

Rob Sandborn, Superintendent Director from the Cape Cod Technical School District presented the Annual Report. He gave updates on the project timeline, changes to curriculum, visioning sessions, options for the building, and notes from Bay Path Regional Tech, which had undergone a similar process. Mr. Sandborn discussed the financial impact on Truro. At present Truro has only one student enrolled at Cape Cod Tech. Mr. Sandborn explained the voting process for the

district and reported the deficiencies in the current building. He enumerated the many curriculum offerings that Tech provides.

JOINT MEETING WITH THE PLANNING BOARD

Planning Board Members Present: Steve Sollog, Chair; Bruce Boleyn, Peter Herridge, John Hopkins, John Riemer, Mike Roderick, Planner Carole Ridley

Chair Steve Sollog opened the Planning Board meeting and introduced the members of the Board.

Interview of Applicants for Vacancy on the Planning Board

Prior to the interviews, John Reimer read a statement on standards of ethics expected of board members. It contained cautions on conflict of interest and the appearance of a conflict of interest.

Nick Brown, the first applicant for the position, came forward, and related his experience on boards including the Planning Board in the past. He said he would step down from the Zoning Board of Appeals if he is chosen for the Planning Board. Mr. Brown said that Planning Board needed to have balance and courtesy.

Questions for Mr. Brown began with Planning Board members and moved around the table to the Selectmen. His responded several times that he knows when to recuse himself because of conflict of interest or even the appearance of conflict of interest. He said good judgment is needed in application of rules. He commented on the lack of success so far on Affordable Housing bylaws. He said that size excesses take place outside the Seashore District and favors a town-wide approach for a bylaw that limits house size. Mr. Brown said he could bring institutional memory to the Planning Board if he returned to it. When asked if he would run for the elected seat on the Board in May 2017, he replied, "certainly." Because they had served on the Planning Board at the same time, Robert Weinstein attested to Nick Brown's ability to recuse when needed. Mr. Brown named some of his priority areas for zoning bylaws if he were appointed to serve on the Planning Board again.

Edgar "Butch" Francis, the second applicant, explained his interest in becoming a member of the Planning Board. He had been a member of the Advisory Board to the National Seashore. He said he approaches the Planning Board position with an open mind. Questions for Mr. Francis began with the Selectmen. He responded that a priority responsibility for Planning Board should be proceeding with zoning bylaw creation in an orderly way that was not detrimental, observed that the biggest houses in town are outside the Seashore District, said maximum size is a personal decision, and mentioned the movement towards small houses. He said he would like to know what being on Planning Board entails before deciding if he would run for a seat on it in May. Looking towards the next ten years, his biggest concern was loss of the sense of community we once had and hoped Planning Board could contribute to its return. He said we don't yet have the Affordable Housing we should have. Mr. Francis gave background information on his family-friendly campground business that he had run. He said he had time to

put into Planning Board and did not think he would need to recuse himself unless there was a specific issue on campgrounds. He recognized that many people came to Truro originally as campers and a time when camp grounds kept Truro alive. He recalled when there were no zoning bylaws until the National Seashore was created. He recognized the problem the town faces having few young people able to live here. He concluded by saying that he is just interested in serving the Town of Truro.

Paul Kiernan, the third candidate, came forward and explained his willingness to serve on the Planning Board again. He said he is retired, enjoyed his time on the Board in the past, and understands state law. Mr. Kiernan answered questions from the two boards. These dealt with enforcement issues, particular regulations for newly created roads, zoning bylaws for Affordable Accessory Dwelling Units and size in the Seashore District, and his vision for Truro development in the next 10 or 15 years. When asked about returning to the Planning Board, he said he wants to devote his time to the community and finds law interesting. He said he had never needed to recuse himself from deliberations in the past. He would run for election to the Board in May. He said he has always learned from other members of the Board and became better for it. He also promised to spend more time listening. Regarding use of Town Counsel, he said we must rely on their opinion; it is better to err on the side of safety. He does do his own research as well. He advocated for a user friendly guide for first time builders to help them through the process. He also discussed some down sides to “by right” affordable accessory units on property. Use of system analysis, he said in conclusion, has made him able to look at situations from many angles.

Paul Wisotzky opened discussion among members of the boards before entertaining questions from the public. Jay Coburn valued deep roots in the community, fair, fresh ideas, but said he was not yet ready to make a decision. John Hopkins commented on “by right” for accessory structures and the difficulties for young builders. Maureen Burgess stressed the importance of the appointment with an eye to a person who then may run for election in May. Peter Herridge said he would like to have a vote taken at the meeting.

Two members of the audience joined the discussion. Joann Barkin came forward with questions for the candidates. She wanted to ask Nick Brown specifically what he meant by his recommendation for balance on the Planning Board. She asked about Paul Kiernan’s comments on “following the regulations.” Finally, she wanted to know the candidates’ opinions on a town-wide limit on house size, indicating that she favored an approach for the Seashore District first. Paul Wisotzky asked for her indulgence that the candidates not be brought back to answer her questions. Joan Holt, who served on the Planning Board at the same time as Nick Brown, commented on his scrupulous recusals whenever needed. She noted Paul Kiernan’s knowledge of the bylaws and his knowledge of precedents in the town. Ms. Holt recommended beginning size regulations with the Seashore District. She would like to see the size regulations applied to the whole town eventually, she said.

Two members of the Board of Selectmen gave their opinions of bylaws for limiting house size. Jay Coburn, who disclosed that he lives within the National Seashore, commented on house size bylaws for the Seashore District and for the whole town. He said both could be tackled at the

same time. Janet Worthington recalled the creation of the National Seashore Park. She sees house size in that district and the whole town as two separate issues.

Jack Reimer moved to approve the appointment of Paul Kiernan to the Planning Board. Bruce Boleyn seconded. John Hopkins said he would like to see a fair method for voting on three people. Ms. Palmer suggested that, in fairness, the voting could be done by ballot if the motion were withdrawn. Mr. Reimer withdrew his motion.

John Hopkins moved to use a ballot method. Steve Sollog seconded. John Hopkins said that a motion would need following the ballot vote. Rae Ann Palmer agreed with this. She said a simple majority of six would carry vote. The motion to use the ballot method carried 11-0.

John Hopkins wished to further discuss the candidates. He said he had concerns about *system analysis*, which Mr. Kiernan had advocated. Janet Worthington said it was going to be a difficult choice for her to make.

The vote was done as a roll call: John Hopkins – *Brown*; Jack Riemer – *Kiernan*; Mike Roderick – *Brown*; Peter Herridge – *Kiernan*; Bruce Boleyn – *Kiernan*; Steve Sollog – *Kiernan*; Jay Coburn – *Francis*; Janet Worthington – *Kiernan*; Paul Wisotzky – *Kiernan*; Maureen Burgess – *Kiernan*; Robert Weinstein – *Francis*. Rae Ann Palmer announced that Mr. Kiernan was the winner with seven votes.

Peter Herridge moved to appoint Paul Kiernan to the Planning Board. Jack Riemer seconded, and the motion carried 9-2.

Update on Seashore District Zoning Bylaw Revisions

Jack Riemer said there was a shortened version of the Seashore bylaws that had been submitted to Town Counsel for review. Mr. Sollog presented the timeline that Planning Board had been following, but they are waiting for Town Counsel's response. The Planning Board needs to bring the bylaw proposal before the citizens at a public hearing. Ms. Palmer said she would ask Town Counsel to submit comments by November 22nd or by the end of the month at the latest.

Janet Worthington raised concerns on language about natural landscape and topography due to site clearing; building height and scale; and building design and landscaping. The many restrictions could make it difficult to pass, she said. Steve Sollog said it is better to put provisions into the bylaw that can be removed rather than trying to add them in later. The material is in draft form and still can be changed. Paul Wisotzky saw restrictions in the Site Plan Review section as an impediment to passage of the bylaw. The other point that concerned him was that two approaches for measurement – floor/area ratio and square footage – were both included in the current draft. Town Counsel had deemed floor/area ratio more defensible, he said.

Jay Coburn said that he wanted to have something ready that he could recommend as a Warrant Article. He would like to see proposals for both the Seashore and the rest of the town and suggested that two separate Warrant Articles be developed for Town Meeting.

Robert Weinstein disclosed that he is an owner of a large property within the Seashore. He commented on the limited number of building permits issued in the Seashore District. He referred to *National Seashore Regulations Title 36*. He said the word “preserve” is not used in *Title 36*. He began, and Maureen Burgess finished reading for him, the section which states, “Consistent with the objectives set in Section 5 of the Act of August 7, 1961, development and management of the Cape Cod National Seashore will be conducted in a manner which will assure the widest possible public use, understanding and enjoyment of its natural, cultural and scientific features.” Mr. Weinstein noted that nowhere in *Title 36* is the word “preserve” used. He said he could not support two separate Articles at Town Meeting. Mr. Weinstein reviewed that the word “Park” had been removed from the name of the National Seashore because it is made up of six already developed communities, which have continued that way. He questioned what the “character” of the area meant. He recommended presenting one Article with a size bylaw for the whole town. He said that the Local Comprehensive Plan does not, as mentioned in the bylaw draft, address the massing of buildings or the size of buildings. He concluded that if the bylaw was to protect the rural nature of the community, then it should protect the whole community.

Jack Riemer said that if the bylaw amendment dealt with the whole town, then anyone would be free to discuss, but since two Selectmen live in the Seashore District, he would like Town Counsel to clarify if they have a conflict of interest.

Steve Sollog said that previously there has not been success at controlling size in the whole town. He said there was no need to do two bylaws at this time. John Hopkins said that a bylaw that only addressed the Seashore would not pass. He said the main problem is outside the Seashore. Janet Worthington commented on the importance of protecting the Seashore. Jack Riemer again said that he wanted to get Town Counsel’s opinion on comments by elected officials who live in the Seashore. Jay Coburn took umbrage with Jack Riemer’s insistence to get an opinion from Town Counsel when Mr. Riemer could call the Ethics Commission himself at no cost to the Town.

Maureen Burgess said she agreed with Mr. Sollog and Janet Worthington that there was no time to prepare on a second bylaw for Town Meeting. Chair Wisotzky reminded everyone that it was the task of both boards to bring the best policy to present to Town Meeting. Steve Sollog added that citizen engagement was needed in the process,

Brian Dunn came forward to say that his neighbors had not built McMansions on Longnook Rd. nor on North Pamet Rd., where he used to live. He asked that the bylaw revisions that are being formed “be gentle.”

Town Manager Rae Ann Palmer said she had just received a response from Town Counsel, saying that the requested review of the Seashore size bylaw would be forwarded to her by November 22 or the end of the month.

Work on Accessory Dwelling Bylaw

Steve Sollog said that if the Selectmen considered the work on a bylaw for accessory dwellings ready to go to Town Counsel for review, the Planning Board would be willing to send it. Planner Carole Ridley discussed the amnesty aspect of the bylaw that would allow units to become legal. This would not be a way to get around zoning violations, she said. Existing structures could be converted into Affordable Accessory Dwelling Units (AADUs), Jay Coburn said. He also explained how easily rental oversight could be done. Jack Riemer discussed Air B&B use problems across the country. John Hopkins said that AADUs need to be “by right.”

Carole Ridley reviewed how non-discretionary permits would allow conversions. She said a violation provision could ensure year-round use. Jack Riemer said that abutters need to know that an accessory unit is being constructed. Jay Coburn said that could mean public hearing requirements for every building permit. Janet Worthington said that she imagined in the majority of cases accessory units would be grandfathered.

Steve Sollog said the draft of this bylaw could be vetted by Town Counsel that could be developed into a proposal. Paul Wisotzky said the Planning Board could decide this at their meeting on November 16, 2016. Carole Ridley indicated that the Board of Health has been involved and would be attending the November 16 Planning Board meeting.

Peter Herridge moved to adjourn the Planning Board meeting. Jack Riemer seconded, and the motion carried 6-0. The Planning Board meeting was adjourned, but the Board of Selectmen meeting continued.

ADDITIONAL ACTION ITEM

Number of Members for Recreation Commission

The Recreation Commission did not have a quorum to make the recommendation to the Selectmen themselves, so Rae Ann Palmer had brought the request to decrease the number of members on the Recreation Commission for them. The reduction in their number would aid them in achieving quorums for their meetings.

Jay Coburn moved to reduce the number of members on the Recreation Commission. Maureen Burgess seconded, and the motion carried 5-0.

CONSENT AGENDA

A Review/Approve and Authorize Signature for

1. Contract Renewal for Fire Chief;

B Review and Approve Jane Petterson to serve on the Open Space Committee;

C. Review and Approve the 2017 Annual Alcohol Licenses and ABCC Applications-Truro Vineyards of Cape Cod (Winery and Distillery), Salty Market, Pamet Valley Package, and Montano's Restaurant; and

D. Review and Approve Regular Board of Selectmen minutes of October 26, 2016 and November 2, 2016.

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

Paul Wisotzky congratulated Fire Chief Timothy Collins on his new contract.

SELECTMEN'S REPORTS

Two Selectmen offered their reports. Maureen Burgess thanked Margie Childs for the Veteran's Day ceremony. She had also attended a Waterways Resources Oversight Committee (WROC) meeting. WROC will be giving the Selectmen a presentation soon. Ms. Burgess had attended a meeting of the Nickerson Conservation Fellowship Committee. She mentioned a press release on the Highland Center demolition, which is beginning. She had asked about the nearby wells and was informed that they are no longer in operation. Robert Weinstein said that was inaccurate, and he is still concerned about pollution there especially from asbestos. Ms. Burgess reported what the Seashore Superintendent said about protective measures. Janet Worthington acknowledged Gail Stevenson, who has run Truro Treasures for many years and has now resigned. She proffered condolences for Richard Marr, a member of the Recreation Committee, who had passed away last week.

NEXT MEETINGS

Rae Ann Palmer reviewed discussion items for the work session on Tuesday, November 29, 2016. She said there would be a joint meeting with the School Board on December 13, 2016 and a regular meeting as well with an agenda that includes appointment of a Shellfish alternate, the Local Comprehensive Plan Committee, OPEB and formal approval of the Budget Task Force schedule. Jay Coburn suggested offering a workshop on the use of the Town e-mail accounts.

ADJOURNMENT

Janet Worthington moved to adjourn. Maureen Burgess seconded, and the motion carried 5-0. The meeting was adjourned at 8:45p.m.

Respectfully submitted,

Mary Rogers,
Secretary

Paul Wisotzky, Chair

Maureen Burgess

Jay Coburn, Clerk

Janet Worthington, Vice-chair

Robert Weinstein

Public Records Material 11/14/16

1. Cape Cod Tech report
2. Lucy Brown's application for the Council on Aging Board
3. Applications for position on the Planning Board
4. Contract Renewal for Fire Chief
5. Jane Petterson application for the Open Space Committee;
6. 2017 Annual Alcohol Licenses and ABCC Applications-Truro Vineyards of Cape Cod (Winery and distillery), Salty Market, Pamet Valley Package, and Montano's Restaurant;
7. Draft zoning Draft zoning bylaw for house size in the Seashore District
8. Draft zoning bylaw for Accessory Dwellings

DRAFT

**Truro Board of Selectmen
Special Meeting
Selectmen's Chambers Town Hall
Tuesday, November 29, 2016**

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

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

SPECIAL MEETING

Chair Paul Wisotzky called the Special Meeting to order at 5:35 p.m.

Benjamin Zehnder Trustee v. Town of Truro

Paul Wisotzky said that the mediation process had been held in Executive Sessions until now, and he asked Town Counsel to review the process. Attorney Jonathan Silverstein explained that when the case came back to Land Court, the new judge recommended equitable remedies and urged both parties to go into mediation. The present open session concluded of a full day mediation session where an agreement was worked out, dependent upon ZBA approval and agreement by the parties involved. The decision was to be made at the present meeting. As an alternative to tear-down, in its place would be a payment to the town of \$468,000 upon issuance of a Certificate of Occupancy. The next part of the settlement is a pledge agreement for an additional 2.5 million dollars. Over the course of ten years, the Town would receive 3 million dollars. Attorney Silverstein reviewed some equitable remedy issues that had been considered needed in reaching an agreement. He said that on the site visit to 27 Stephen's Way, the mediator had noted the larger house being constructed at 33 Cooper Rd.

Paul Wisotzky said that the Zoning Board of Appeals had met with the Board of Selectmen and called upon Buddy Perkel, chair of the ZBA, to come forward and give Board's decision. Mr. Perkel said that the Board of Appeals had wholeheartedly recommended the settlement agreement. ZBA had a caveat that the studio had been described too broadly and recommended that the language be changed. He said the ZBA otherwise endorses the agreement.

Paul Wisotzky expressed his thoughts on following the best interests of the Town in considering the case. He outlined the factors that the Board of Selectmen had considered after hearing the new Land Court judge's recommendation to consider equitable factors. Chair Wisotzky said that Zoning Bylaws could be written to deal with size issues. He concluded with a personal statement about how he dealt with the mediation solutions. Each member of the Board followed in agreement with the Chair, expressing his or her struggle to put personal conviction aside in favor of what was best for the Town. Members thanked the ZBA and Chair Wisotzky for helping to move forward with this difficult case. Janet Worthington said that Town Meeting will determine what will be done with the money that comes from the settlement.

Janet Worthington moved to accept the recommendation of Zoning Board of Appeals to approve the proposed mediation settlement for Ben Zehnder Trustee v the Town of Truro and to authorize Town Counsel to sign and file the proposed agreement for judgment. Robert Weinstein seconded, and the motion carried 5-0.

Chair Paul Wisotzky opened the meeting to Public Comment. Attorney Silverstein answered a question on the binding nature of the mediation settlement and said it would resolve the litigation for the Town, but he could not offer advice to anyone else who might be ready to pursue litigation.

Joan Holt came forward to express her displeasure with the outcome. She said that it sends a message that you can do what you want as long as you have the money. Ms. Holt would have preferred a solution that would have involved a change in the bylaws, she said. Janet Worthington responded to Ms. Holt's statement, and Attorney Silverstein addressed the rationale for a monetary settlement. He reviewed some of the earlier settlement options that had been considered. He said a punitive component was appropriate and that the new owners of the property were anxious to have the litigation resolved.

Paul Kiernan asked that Attorney Silverstein explain what has to happen to make the building legal. Pursuant to an order of the court, as an alternative to the demolition order, fines will be paid, and a Certificate of Occupancy will be issued, Attorney Silverstein said. He explained various methods of grandfathering of buildings and said that the house would be protected by reason of the judgement and deemed a pre-existing, non-conforming structure.

Joan Holt returned to comment that the process had not been public until now after the settlement had been made. She regretted that the community had not had a voice in the process. Board of Selectmen addressed Ms. Holt's comments, noting equitable factors, the rules for Executive Session and the judge's recommendation for the use mediation.

Paul Wisotzky read into record a November 29, 2016 e-mail from Natalie Ferreira, who opposed coming to a settlement based on mediation of the case.

ADJOURNMENT

Jay Coburn moved to adjourn the Special Meeting. Robert Weinstein seconded, and the motion carried 5-0. The Special Meeting was adjourned at 6:28 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 11/29/16

- 1.) e-mail communication from Natalie Ferreira

DRAFT

**Truro Board of Selectmen
Work Session
Selectmen's Chambers Town Hall
Tuesday, November 29, 2016**

WORK SESSION

Paul Wisotzky opened the Workshop Meeting at 6:32 p.m.

Beach and Transfer Station Sticker

DPW Director Jarrod Cabral, Recreation & Beach Director Kelly Clark, and Town Manager Rae Ann Palmer explained a proposal for stickers for the beaches and for the Transfer Station. Beach and Transfer Station stickers could be purchased at the Beach Office or online. Jarrod Cabral said their proposal included a License Plate Recognition (LPR) system. The LPR system is a more accurate system that captures almost all users at the Transfer Station. At the beaches, there would still be sticker checkers, but there would be express registration available for stickers. In the future an LPR system could also be installed at beaches. Mr. Cabral explained how Transfer Station users would be educated on use of the LPR system. Rae Ann Palmer said that the Town could also send postcards to current sticker holders. Rental cars would be included in the system, which involves a monitoring screen, software and two cameras. A savings was anticipated, and 100% accountability was predicted with the cameras.

Jay Coburn considered the plan in keeping with Selectmen's Goals for, fiscal responsibility, streamlining processes and for better technology. Rae Ann Palmer discussed how the single stream recycling would be helped and had Jarrod Cabral give an update on the cap at the Transfer Station.

Budget Task Force Meeting Schedule

Rae Ann Palmer reviewed the Budget Task Force meeting schedule with the Selectmen. She said the schedule was shortened a bit, so that she and the Accountant could go over the budgets before presentations to the Selectmen.

Potential Annual Town Meeting Articles

The Warrant Article proposals were tabled and will be added to a future agenda. There was a brief discussion, however, about preparation of a Zoning Bylaw for controlling house size. Robert Weinstein reminded the Board that the Planning Board had done previous work on size ratios.

2016 Annual Town Report Cover and Dedication

Staff had recommended a photography contest for the Annual Report cover, Rae Ann Palmer said. There were some dedication suggestions and a possible theme considered.

Focus Groups

Maureen Burgess asked about the focus groups that were follow-ups from the senior survey. Rae Ann Palmer said they will be scheduled in January.

ADJOURNMENT

Jay Coburn moved to adjourn. Robert Weinstein seconded, and the motion carried 5-0.

The meeting was adjourned at 7:05 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 11/2916

- 1.) Information on Beach and Transfer Station stickers