



**Truro Board of Selectmen**  
 Tuesday, August 26, 2014 **-5:00pm**  
 Selectmen's Chambers Town Hall  
 24 Town Hall Road, Truro

Agenda Topic	Presenter
<b>Open the Regular Meeting</b>	
<b>Public Comment Period - <i>The Commonwealth's Open Meeting Law limits any discussion by members of the Board of an issue raised to whether that issue should be placed on a future agenda.</i></b>	
<b>Proclamation for Robert Holt</b>	Jay Coburn
<b>Joint meeting with Town Administrator Search Committee presentation of Town Administrator Finalists &amp; Interview Schedule</b>	Lori Meads
<b>Review and Adopt New Standards in Training for the Fire Department</b>	Paul Wisotzky
<b>Review and Approve Recycling Services Agreement with Covanta Sustainable Solutions LLC and Authorize the Chair to sign</b>	Paul Morris
<b>Update on FY15 Goals and Objectives</b>	Robert Lawton
<b>Review and Approve Contract with Coastal Engineering regarding permit extension for Pamet Harbor Dredging and Authorize the Chair to sign</b>	Robert Lawton
<b>Appointment of Deputy Shellfish Warden per MGL CH 130 § 98-Steve Wisbauer &amp; Financial Interest Disclosures &amp; Determination and Acceptance of Disclosure of Appearance</b>	Jan Worthington
<b>Consent Agenda</b> 1) Review and Approve Meeting Minutes- August 12, 2014 Regular & Executive & Hold 2) Review & Approve and authorize Chair to sign: a. Woods Hole Group Inc. Services Agreement b. Massachusetts Housing Partnership Agreement for affordable housing at 340 Route 6 c. MJT Enterprises Inc. DBA Cape Cod Oil Co. FY15 Fuel Oil contract for Town Buildings 3) Review & Approve Reappointments to Boards and Committees (Pat Pajaron- Emergency Management Director Assistant; Marjorie Childs-Com.Dis.; Bernard Robins-COA; Steve Wisbauer-SAC) 4) Review and Approve acceptance of Resignation-Dana Pazolt from Shellfish Advisory Committee 5) Review & Approve Renewal of 2 Year Shellfish Grant-Dana Pazolt-643 Shore Road –1 Acre 6) Review and Sign AFSCME Contract for July 1, 2014 – June 30, 2015 7) Review and Approve Francie Randolph (Sustainable Cape)amendment to Use of Town property to move Farmers' Market days from Mondays to Saturdays 1-5pm (September 6, 13, 20, and 27 <sup>th</sup> )	
<b>Develop Non-Discrimination Policy for Town Contracts</b>	Paul Wisotzky
<b>Review and Approve Proclamation: Suicide Prevention Week 9.8 - 9.14</b>	Jay Coburn
<b>Selectmen Reports and Liaison Reports</b>	
<b>Next Meeting Agenda: September 9, 2014</b>	
<b>Town Administrator's Report</b>	



# TOWN OF TRURO

## A PROCLAMATION TO HONOR ROBERT HOLT FOR HIS DEDICATED SERVICE TO THE TOWN OF TRURO

WHEREAS, Robert Holt has served the Town of Truro with distinction for many dedicated years and has been an invaluable member of our community and served in many capacities during his long commitment to the Town of Truro; and

WHEREAS, Robert Holt is deserving of recognition for his dedication and hard work and is deserving of recognition for his duty faithfully & dependably performed with many friends both in and out of the Truro government; and

WHEREAS, Robert Holt was instrumental in serving many years on the Recycling Committee, Energy Committee, Board of Health and Human Services Committee ; and

PROCLAIMED by the Town of Truro Board of Selectmen this day August 26<sup>th</sup>, 2014 that Robert Holt is hereby recognized and commended for his many years of dedicated public service to the citizens of the Town of Truro; and

NOW, THEREFORE, BE IT KNOWN that we, the Board of Selectmen of the Town of Truro offer our sincerest appreciation for his many years of dedicated service and express our best wishes for all future endeavors.

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Jay Coburn, Chairman

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Paul Wisotzky, Vice-Chairman

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Janet W. Worthington, Clerk

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Robert Weinstein

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Maureen Burgess

Signed on this 26<sup>th</sup> Day of August in the Year of our Lord Two Thousand and Fourteen.  
Board of Selectmen of the Town of Truro, Massachusetts

**Town of Truro  
Town Administrator Candidate Interviews  
Tuesday, September 16, 2014**

**9:00 Selectmen's Chambers      Coffee & Donuts**

	<b>Jay Coburn</b>	<b>Paul Wisotzky</b>	<b>Jan Worthington</b>	<b>Maureen Burgess</b>	<b>Bob Weinstein</b>
	Town Hall	Public Safety Truro Central	Beach	Library Rec	Pamet Harbor
	DPW Garage Meeting House	School North Truro	Highland Light Highland Center	Center/COA Sally's Way	Truro Center

<b>9:30</b>	Break	Candidate 1	Candidate 2	Candidate 3	Candidate 4
<b>10:30</b>	Candidate 1	Break	Candidate 4	Candidate 2	Candidate 3
<b>11:30</b>	Candidate 2	Candidate 3	Break	Candidate 4	Candidate 1
<b>12:30</b>	Box Lunches available for pick up at Town Hall				
<b>12:30</b>	Candidate 3	Candidate 4	Candidate 1	Break	Candidate 2
<b>1:30</b>	Candidate 4	Candidate 2	Candidate 3	Candidate 1	Break

**3:00** Reception at COA Lounge for Acting TA's, Fire Chief, Police Chief & Lt., Department Heads

**5:00** Board of Selectmen Meeting - Interviews

**5:00-5:30** Candidate 1

**5:30-6:00** Candidate 2

**6:00-6:30** Candidate 3

**6:30-7:00** Candidate 4

**7:00** Deliberations

**From:** Paul Wisotzky <[pwisotzky@truro-ma.gov](mailto:pwisotzky@truro-ma.gov)>  
**To:** Nicole Tudor <[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)> **Cc:** Robert Lawton <[rlawton@truro-ma.gov](mailto:rlawton@truro-ma.gov)>, Charleen Greenhalgh <[asstown@truro-ma.gov](mailto:asstown@truro-ma.gov)>, Jay <[jacoburn@truro-ma.gov](mailto:jcoburn@truro-ma.gov)>, Brian Davis <[chief@trurofirerescue.org](mailto:chief@trurofirerescue.org)>  
**Date:** 08/21/2014 08:58 AM  
**Subject:** Fwd: Motion on Training Standards

Hi Nicole,

Could you include this email from Jack Dolan in our packets. This is the material for adopting fire training standards that is on our agenda.

Thank you!

Paul

Begin forwarded message:

**From:** Jack Dolan  
**Subject:** Re: Motion on Training Standards  
**Date:** August 21, 2014 at 7:35:12 AM EDT  
**To:** Paul Wisotzky <[pwisotzky@truro-ma.gov](mailto:pwisotzky@truro-ma.gov)>  
**Cc:** Bob Loomer, Brian Davis <[firechief@truro-ma.gov](mailto:firechief@truro-ma.gov)>

Hi Paul,

I would suggest the following wording for the motion:

*I move that the Board of Selectmen ratify the recent action of the Fire Chief in establishing Firefighter I certification as the minimum standard for service as a per diem firefighter and adopt that as a policy.*

Please let me know if you need anything further on this.

Jack

John F. Dolan, Esq.  
Lighthouse Legal Counsel, LLC  
775 East Falmouth Highway  
East Falmouth, MA 02536

508-222-1400

**COVANTA SUSTAINABLE SOLUTIONS, LLC**

141 Cranberry Highway, West Wareham, MA 02576

**RECYCLING SERVICES AGREEMENT**

DATE:	
ACCOUNT #:	
ACCOUNT MANAGER:	

**NAME:** Town of Truro, MA ("CUSTOMER")

**TYPE OF BUSINESS (Select One):**

- Corporation     Subchapter S. Corp.     Limited Liability Co.     Sole Proprietorship  
 Partnership     Limited Partnership     Joint Venture     Other Municipality

**PHYSICAL ADDRESS:** Town Hall Garage Complex, 17 Town Hall Road

**CITY:** Truro    **STATE:** MA    **ZIP CODE:** 02666

**BILLING ADDRESS:** SAME AS ABOVE

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**PHONE NUMBER:** 508-349-2140    **FAX NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** Paul Morris    **TITLE:** Director of Public Works

**CREDIT CARD:** \_\_\_\_\_ **NUMBER:** \_\_\_\_\_ **EXP. DATE** \_\_\_\_\_

**PERMIT TYPE/NUMBER:** \_\_\_\_\_

**RECYCLING**

**TRANSFER STATION LOCATION (THE "FACILITY") AND RECYCLING PRICE:**

**FACILITY NAME:** Town of Yarmouth Transfer Station

**ADDRESS:** 50 Workshop Road, South Yarmouth, MA 02664

**DELIVERY HOURS:** M-F 7:30am to 3:30pm; Sat 7:30am to 12:30pm

**FOB CUSTOMER:**

**CLEAN CARDBOARD:** Rebate per ton\*: Paper Pulp Index NE High less \$80.00 per ton; Floor of Zero

**MIXED PAPER:** Rebate per ton\*: Paper Pulp Index NE High less \$62.50 per ton Floor of Zero

**CO-MINGLED:** No rebate or charge per ton of Co-Mingled unless the Co-Mingled tonnage exceeds 75% of the Clean Cardboard tonnage, at which point the charge shall be \$25.00 per ton

- Paper Pulp Index subject to change monthly. (July 2014 index rates for Clean Cardboard and

Mixed Paper are \$105.00 and \$65.00 per ton, respectively. Accordingly, rebates for Cardboard and Mixed News are \$25.00 and \$2.50 per ton, respectively).

**DATE TO BE DELIVERED:** \_\_\_\_\_

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

## **FOB THE FACILITY, UNLESS OTHERWISE STATED.**

- Services will not be provided on those days designated as a holiday by the Facility or COVANTA SUSTAINABLE SOLUTIONS.
- **COVANTA SUSTAINABLE SOLUTIONS RESERVES THE RIGHT TO INTERRUPT DELIVERIES AT ANY TIME IN ITS SOLE DISCRETION.**

**PAYMENT:** Except where Customer is required to prepay as indicated above, Customer shall make payment within 30 days of the date of COVANTA SUSTAINABLE SOLUTIONS's invoice at the address specified on such invoice, or COVANTA SUSTAINABLE SOLUTIONS shall credit Customer's account if COVANTA SUSTAINABLE SOLUTIONS is paying Customer for Recyclables. **Amounts owed to COVANTA SUSTAINABLE SOLUTIONS after invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law.**

## **TERMS AND CONDITIONS OF RECYCLING SERVICES AGREEMENT**

**RECYCLABLES:** Customer shall deliver, and COVANTA SUSTAINABLE SOLUTIONS shall receive and dispose of, all of Customer's Recyclables (hereinafter defined) as specified on the first page of this Agreement. "Recyclables" means collectively, Cardboard, Mixed Paper and Commingled materials, as each term is defined in Attachments 1, 2 and 3 respectively. Recyclables exclude any waste regulated as hazardous by any local, state or federal authority and any material that has the reasonable possibility of adversely affecting the operation of any part of the Facility or any Facility at which COVANTA SUSTAINABLE SOLUTIONS receives, processes or disposes of Recyclables. COVANTA SUSTAINABLE SOLUTIONS may reject any and all materials which are not Recyclables. COVANTA SUSTAINABLE SOLUTIONS may inspect random material on incoming vehicles. COVANTA SUSTAINABLE SOLUTIONS shall have no obligation to accept title to or process non-Recyclables. If non-Recyclables arrive at any Facility, COVANTA SUSTAINABLE SOLUTIONS may (but shall have no obligation to) arrange to have it picked up, transported, and disposed of at Customer's expense, paid in advance if COVANTA SUSTAINABLE SOLUTIONS so demands. In the alternative, and to the extent allowed under applicable law, COVANTA SUSTAINABLE SOLUTIONS may instruct Customer to pick up, transport and dispose of such waste at Customer's expense and provide COVANTA SUSTAINABLE SOLUTIONS with written proof of disposal in compliance with all applicable laws and regulations. Title to Recyclables shall vest in COVANTA SUSTAINABLE SOLUTIONS only after acceptance of the Recyclables. In the event that COVANTA SUSTAINABLE SOLUTIONS subsequently determines that any materials accepted from Customer are not Recyclables, then COVANTA SUSTAINABLE SOLUTIONS may revoke its acceptance of such non-Recyclables, so long as the material has not been combined with any other materials by COVANTA SUSTAINABLE SOLUTIONS, and manage such non-Recyclables as outlined in this paragraph. Any and all liability associated with Recyclables shall pass to COVANTA SUSTAINABLE SOLUTIONS upon its acceptance of the Recyclables; PROVIDED, HOWEVER, THAT IF CUSTOMER DELIVERS ANY NON-RECYCLABLES, CUSTOMER SHALL, TO THE EXTENT PERMITTED BY LAW, INDEMNIFY COVANTA SUSTAINABLE SOLUTIONS, THEIR PARTNERS AND PARENTS, SUBSIDIARIES, AND AFFILIATE COMPANIES, THEIR AGENTS, SERVANTS AND/OR CONTRACTORS FOR ALL LOSSES, COSTS, AND DAMAGES (INCLUDING ATTORNEY'S FEES AND COSTS) ("COSTS") ARISING THEREFROM, EXCEPT COSTS ARISING FROM COVANTA SUSTAINABLE SOLUTIONS'S NEGLIGENCE OR MISCONDUCT.

1. Contamination of the Recyclables will be assessed on an ongoing basis. Contamination relates to the degradation of the material from a recycling perspective as well as the mixing of non-Recyclable material into the Recyclable material. Rebates for any loads that, upon inspection, are found to contain Contamination in excess of 5% will be adjusted accordingly. Intentional delivery of non-Recyclables shall be considered a breach of this Agreement and shall be grounds for immediate termination of this Agreement. Customer specifically acknowledges that COVANTA SUSTAINABLE SOLUTIONS has entered into agreements with third parties to perform some or all of COVANTA SUSTAINABLE SOLUTIONS' obligations under this Agreement.
2. **INDEMNIFICATION:** COVANTA SUSTAINABLE SOLUTIONS shall indemnify and hold harmless Customer, its subsidiaries, and affiliate companies, from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including COVANTA SUSTAINABLE SOLUTIONS's and the Facility's property, contamination of or adverse effects on the environment, and injuries to or death of persons, including Customer's, COVANTA SUSTAINABLE SOLUTIONS' or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of COVANTA SUSTAINABLE SOLUTIONS, its employees, haulers, contractors, subcontractors or agents; or (2) COVANTA SUSTAINABLE SOLUTIONS' breach of any term or provision of this Agreement.

Customer shall, to the extent permitted by law, indemnify and hold harmless COVANTA SUSTAINABLE SOLUTIONS and the Facility, their partners and parents, subsidiaries, and affiliate companies (collectively, the "Indemnified Parties"), from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including COVANTA SUSTAINABLE SOLUTIONS' and the Facility's property, contamination of or adverse effect on the environment, and injuries to or death of persons, including Customer's, COVANTA SUSTAINABLE SOLUTIONS' or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Customer, its employees, haulers, contractors, subcontractors or agents; or (2) Customer's breach of any term or provision of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Customer assumes responsibility for any injury or loss incurred by its employees or agents while on the Facility's premises (except that caused by COVANTA SUSTAINABLE SOLUTIONS' negligence) and the compliance with all of the Facility's rules and regulations, particularly those relating to safety and health.

Neither party shall have any liability to the other for any consequential or incidental damages.

3. **COMPLIANCE WITH LAWS:** Both parties shall comply with all applicable local, state and federal laws. Customer shall also comply with work and safety rules promulgated to govern operations at the Facility.
4. **FORCE MAJEURE:** Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, nor acts of God.
5. **TERM:** This Agreement shall commence as of September 1, 2014 and shall expire on August 31, 2015. This contract may be extended for two (2) additional 1-year terms, subject to mutual approval of the Parties.
6. **INSURANCE:** Customer shall maintain worker's compensation insurance providing statutory benefits, employer's liability coverage of not less than \$500,000 and automobile and commercial general liability insurance with policy limits of not less than \$5,000,000 each occurrence for bodily injury or death and \$5,000,000 each occurrence for property damage liability. Limits for automobile and general liability can be satisfied either through a single policy or combination of primary and umbrella/excess coverage. Where umbrella/excess coverage is used, coverage must be "follow form" or as broad as primary coverage. Customer shall cause the aforesaid policies to be duly and properly endorsed by Customer's insurance underwriter's as follows: a) to provide endorsement naming as additional insured, except for workers' compensation, and waiving subrogation in favor of the Indemnified Parties; b) to contain a standard cross liability and severability clause; c) to provide that said insurances shall be primary in all instances with respect to COVANTA SUSTAINABLE SOLUTIONS's insurances, which shall be secondary and non-contributing at all times; and d) to provide contractual liability coverage for all liability assumed by Customer under the terms of this Agreement. These limits are considered minimum and in no way intended to limit the Customer's liability under this Agreement. Prior to commencing any Services under this Agreement, Customer shall furnish COVANTA SUSTAINABLE SOLUTIONS with Certificates of Insurance issued by Customer's insurer(s), as necessary, in a form acceptable to COVANTA SUSTAINABLE SOLUTIONS, as evidence that the insurance policies, including all applicable endorsements, providing the required coverage's, conditions, and limits required by the section are in full force and effect. Each such certificate shall contain a statement of the insurer's obligation to notify COVANTA SUSTAINABLE SOLUTIONS, in writing, at least 30 days prior to cancellation of any policy covered hereunder. COVANTA SUSTAINABLE SOLUTIONS also reserves the right to request and receive certified copies of any or all of such insurance policies and or endorsements. COVANTA SUSTAINABLE SOLUTIONS shall not be obligated, however, to review such insurance certificates, policies, and endorsements, or to advise Customer of any deficiencies in such documents, and such receipt shall not relieve Customer from or be deemed a waiver of COVANTA SUSTAINABLE SOLUTIONS's right to insist on strict fulfillment of Customer's obligations herein.
7. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements concerning COVANTA SUSTAINABLE SOLUTIONS' service. No changes to this Agreement will be effective unless in writing and signed by the party to be bound. No failure by either party to insist on performance shall operate as a waiver of other or subsequent breaches.

**CUSTOMER:**

**COVANTA SUSTAINABLE SOLUTIONS:**

\_\_\_\_\_  
*AUTHORIZED SIGNATURE*                      *DATE*

\_\_\_\_\_  
*AUTHORIZED SIGNATURE*                      *DATE*

\_\_\_\_\_  
*PRINT NAME*                      *TITLE*

\_\_\_\_\_  
*PRINT NAME*                      *TITLE*

# **Attachment 1**

## **Cardboard Recycling**

### **Acceptable**

Corrugated Boxes

Any Color

Staples, Tape & Labels are OK

Brown Paper Bags

Cardboard Cores/Tubes (in limited quantity)

Pizza Boxes\*\*

**\*\*IMPORTANT\*\*** - Cannot be contaminated with grease/food

### **Not Acceptable in Cardboard**

Waxed Cardboard

Foam Glued to Boxes  
Chipboard Boxes  
Cereal Boxes  
Shoe Boxes  
Milk/Juice Cartons  
Wood  
Plastic Wrap  
Food Waste/Garbage

*Any contamination over 5% will result in a load adjustment.*

## **Attachment 2**

### **Residential Mixed Paper Recycling**

#### **Acceptable**

Newspaper  
Magazines  
Cardboard  
Junk Mail (envelopes, flyers, catalogs)  
Office & School Papers  
Shredded Paper (inside closed brown paper bag)  
Phone Books  
Pamphlets  
Office Folders  
Stationery  
Paper Bags  
Egg Cartons  
Pizza Boxes

**\*\*IMPORTANT\*\*** - All food containers must be empty and rinsed

#### **Not Acceptable**

Plastic Containers  
Glass  
Packaging Contaminated with Food or Grease  
Styrofoam (EPS) – food trays, coffee cups, packing materials  
Plastic Film - shopping bags, dry-cleaning bags, bread bags  
Wood  
Rope or Wire  
Furniture  
Construction Debris  
Clothing

# **Attachment 3**

## **Commingled Recycling**

### **Acceptable**

Plastic (#1 thru #7) (excluding Bags and Styrofoam/EPS)

Milk Jugs

Detergent Bottles

Water & Soda Bottles

Rigid Plastics

Aluminum Cans & Foil Trays

Tin Cans

Glass Bottles & Jars

Milk/Juice Cartons

**\*\*IMPORTANT\*\*** - All food containers must be empty and rinsed

### **Not Acceptable in Commingle**

Plastic Bags/Wrappers

Trash Bags

Shopping Bags

Chip bags

Candy & snack wrappers

Hoses

Metal Chain/Wire

Food Waste/Garbage

Diapers

Drinking Glass, Windows or Mirrors

Styrofoam (EPS) – food trays, coffee cups, packing materials

*Any contamination over 5% will result in a load adjustment.*



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## MEMO

**To:** Board of Selectmen

**From:** Robert C. Lawton Jr., Co-Acting Town Administrator

**Date:** August 26, 2014

**Re:** FY 2015 Goals and Objectives –Updates for August 26, 2014

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Attached is an Update on the Goals and Objectives listed Number 1 through 27 with updates on the following **in blue, bold, and italicized**; #1 (a)(c), #3, #11, #13, #18, #19(b1)(c)(d), #20(a)(b), #21(b), #22, #24, #25, #26



# TOWN OF TRURO

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

## Fiscal Year 2015 Goals and Objectives Updates August 26, 2014

### Introduction

The Truro Board of Selectmen has agreed to pursue the following goals and objectives for Fiscal Year 2015, July 1, 2014 through June 30, 2015. The goals and objectives are divided into six broad categories:

- TOWN FINANCE
- LONG RANGE PLANNING
- ENVIRONMENT
- TOWN SERVICES & PUBLIC SAFETY
- OUTREACH, COMMUNITY RELATIONS AND COMMUNICATION
- TOWN ADMINISTRATION

### TOWN FINANCE

**GOAL: TRURO WILL HAVE A BUDGET THAT PROVIDES FOR ESSENTIAL SERVICES, MINIMIZES BUDGETARY GROWTH AND IS SUSTAINABLE OVER THE LONG TERM.**

### ACTION ITEMS

1. The Board of Selectmen will pursue the following objectives in order to increase non property tax revenues to the town:
  - a. The Board of Selectmen will support the efforts of our representative to the Great & General Court of the Commonwealth of Massachusetts to gain approval of the Town's home rule petition to enable the Town to collect the local option rooms tax for short term vacation. *(New)The Town Administrator has sent a letter, on behalf of the Board of Selectmen, to our State Representative and State Senator notifying them of the vote at the 2014 ATM supporting the home rule petition and asking for the support of the legislation.*
  - b. The Town Administrator, Police Chief and Fire Chief will identify and apply for grant funding appropriate and relevant to the current and future needs of the Town of Truro to support the operations and enhancement of public safety and emergency management. *(New)*
  - c. The Town Administrator will evaluate the Town's grant seeking capacity and will make recommendations to the Board of Selectmen for ways to increase capacity in this area. *(New)The Town Administrator has sent a letter to the Cape Cod Commission asking for an indication of the level of assistance in grant writing they can provide to the Town.*

2. The Board of Selectmen will conduct a comprehensive review of Town Fees in order to provide for reasonable and equitable fees that maximize income for the Town. The TA will prepare a complete list of all Town fees and recommend to the Board of Selectmen a process for reviewing Town fees that incorporates recommendations from Town Staff, relevant Boards and Committees and data regarding fee structures in other towns. *(Continuing-revised) We are currently compiling the lists of fees Truro currently charges. We are researching studies already completed by other Cape Towns on fees and will fill in any gaps to show comparisons with other similar Cape Towns. We will then make recommendations to the Board from affected Departments and the Administrator.*
  
3. The Board of Selectmen will establish fiscal policies to address unfunded Other Post-Employment Benefits based on recommendations from the Finance Committee and the Town Administrator. *(New)The Town Administrator and Accountant have developed several options which they are discussion and will submit to the Finance Committee for review and ultimately present to the Selectmen for adoption.*
  
4. The Town Administrator will report to the Board of Selectmen on actions taken to respond to the Auditor's Management Recommendations contained in the two most recent audits. *(New) I have reviewed the FY 12 and FY 13 audit recommendations. Several recommendations have been implemented. The balance will be assigned to individuals for action. A separate report will be submitted to the Selectmen on each of the audit recommendations.*

## LONG-RANGE PLANNING

### **GOAL: TRURO WILL USE PLANNING AS A MEANS TO:**

- A. PREPARE FOR THE FUTURE;**
- B. IDENTIFY PROBLEMS AND ROADBLOCKS AS A WAY OF INFORMING EFFECTIVE SOLUTIONS AND POLICY;**
- C. PRIORITIZE RESOURCES;**
- D. DEVELOP PUBLIC POLICY;**
- E. COORDINATE SERVICES; AND,**
- F. EDUCATE AND ENGAGE CITIZENRY.**

5. The Board of Selectmen will continue to review and update the Town Charter by
  - a. Considering changes proposed by the Charter Review Commission and recommending proposals to the Annual Town Meeting *(Continuing-revised) WORTHINGTON & WEINSTEIN*
  - b. Placing changes approved at the 2014 Annual Town Meeting on the November 4, 2014 election ballot. *(new) I submitted to the Board information submitted by the Town Clerk who has stated that in her conversations with the State Election Board the Town cannot place the Charter questions on the November 2014 State ballot. ( see memo in 7/8 packet)*
  
6. The Board of Selectmen, working with the Housing Authority and other Town Committees, will hold a Summit on Community Housing to develop recommendations for changes in policies, programs and by-laws to increase the availability of affordable/community housing. *(revised) WISOTZKY*

7. The Board of Selectmen will revitalize the Economic Development Committee and work with them to identify strategies for supporting sustainable economic development in the Town. **(Continuing) WORTHINGTON & WISOTZKY**
8. The Board of Selectmen will work with the Building Committee, the DPW Director, and the Town Administrator to develop a feasibility and cost study of the potential options to move the DPW facility off Town Hall Hill by building or acquiring a new facility. **(Continuing) WORTHINGTON** *I have secured the name of the Mass DOT official we need to speak with to determine the availability of the Mass DOT facility on Route 6 and or the 7 acre parcel in North Truro. The DPW Director and I will contact the appropriate person and set a meeting time, with the Selectmen contact.*
9. The Board of Selectmen will catalogue and review all of the Board's Policy Memorandums to identify those in need of update or deletion. The Board of Selectmen will work to complete revision of policies by the end of FY2015. **(new) WISOTZKY**

## **ENVIRONMENT:**

**GOAL: THE TOWN OF TRURO WILL HOLD AS A PRIORITY THE PROTECTION OF OUR ENVIRONMENT AND OUR NATURAL RESOURCES.**

10. The Board of Selectmen, the Beach Commission, the Town Planner and the Police Chief/Emergency Management Director will initiate a process for developing long-term solutions to the effects of erosion at Ballston Beach and resulting flooding of the Pamet River Valley. **(Continuing-revised) BURGESS** *Ms. Burgess will be contacting the National Seashore to determine what studies they have completed on both goals 10 and 11. The Town Administrator and DPW Director will be viewing the situations and then meet with Ms. Burgess to discuss solutions.*
11. The Board of Selectmen, the Beach Commission, the Town Planner and the DPW Director will develop a long-term plan for the likely loss of parking spaces at Town beaches due to coastal erosion. **(New-revised) BURGESS** *We are reviewing prior studies on beach parking areas and have viewed the sites. We will submit a summary of prior studies and recommendations.*
12. The Town Administrator will conduct a comprehensive risk assessment that addresses issues related to climate change such as increased coastal erosion, sea-level rise and more powerful weather events and the impact these issues/events will have on Town property and services. **(New) BURGESS**

## **TOWN SERVICES & PUBLIC SAFETY**

**GOAL: THE TOWN OF TRURO WILL PROVIDE FOR CURRENT AND ANTICIPATED NEEDS OF ITS CITIZENRY THROUGH THE PROVISION OF SERVICES INCLUDING PUBLIC SAFETY IN A STATE-OF-THE-ART FASHION THAT UTILIZE BEST PRACTICES AND THAT ARE EFFICIENT AND AFFORDABLE.**

13. The Board of Selectman, in conjunction with the Fire Chief, will implement recommendations contained in the Truro Fire and Rescue Advisory Committee (TFRAC)'s February 2014 report including conducting and completing a search for a full time Fire Chief by June 30, 2015. **(new) WISOTZKY**

*Selectman Wisotzky, Chief Davis, R. Loomer R. Lawton, C. Greenhalgh, J. Dolan met recently to move forward in implementing the recommendations of the Fire/Rescue report. The Chief has control of his overtime obligations and is proceeding to be ready to present candidates to be named fire fighters by the Selectmen. Selectman Wisotzky is working with counsel and the Chief on other policy matters to be presented to the Selectmen.*

14. The Board of Selectmen, working with the Board of Health and the Recycling Committee will explore ways to reduce the amount of solid waste handled through the Transfer Station by: **(Continuing)**
  - a. Increasing recycling and exploring more aggressive use of composting
  - b. Exploring fee structures such as PAYT (Pay as You Throw) that will reduce solid waste disposal costs **WEINSTEIN**
15. The Board of Selectmen will work with the Chief of Police and the Bike and Walkway Committee to develop a safe roadway agenda that addresses the needs of currently “dangerous” roads as well as the expansion of safe bike-ways. **(Continuing) BURGESS**
16. The Police Chief will arrange for an emergency management training for the Board of Selectmen so that the Board members may better understand their roles and legal responsibilities. **(Continuing-revised) COBURN**
17. The Board of Selectmen will review the Town’s General By-law regarding Alcoholic Beverages (Chapter III Public Health, Section 1 Alcoholic Beverages) and Policy Memorandum #14 (**LICENSE APPROVAL AND RENEWAL PROCEDURES**) recommend any changes that may be needed to accommodate special events and provide consistent policy guidance for Department Head approvals. **(Continuing) WORTHINGTON Nicole Tudor, in the Town Administrator office, is reviewing the Policy Memorandum and will make recommendations for changes, if necessary, to the Board of Selectmen.**
18. The Board of Selectmen will consider proposals from the Town Administrator to comply with new State regulations regarding the kenneling of lost and stray pets. **(new) The Town Administrator is reviewing the State Regulations regarding kennels and will make a recommendation on how to proceed to comply with the law. After research determined that there is no requirement for a Town to have a kennel we started working on developing an animal shelter option. We are going to work regionally with Wellfleet and possibly other communities to present options to the Towns.**

## **OUTREACH, COMMUNITY RELATIONS AND COMMUNICATION**

**GOAL: TRURO WILL HAVE AN OPEN GOVERNMENT THAT ENGAGES AND INVOLVES ITS CITIZENRY.**

19. The Board of Selectmen will strengthen outreach and communication efforts to more effectively engage all residents in the affairs of Town government **(Continuing)**
  - a. An individual, designated by the Town Administrator, will be responsible for ensuring that each Town Department’s information on the Town’s Website is up-to date. **(New) The Town Administrator, with the concurrence of the MIS Director, suggested and the Board of Selectmen approved an extension to the current contract we have with the person who records**

*the Selectmen meetings, Ms. Eliza Harned, to expand her contract to update the Town's web site and be the point person for new information to be put on the site. Goal completed.*

- b. The Town Administrator will recommend ways to
  - i. Increase use of the Town's website by residents & visitors *The Town Administrator will work with Eliza Harned and the MIS Director to develop opportunities for residents and visitors to access the site. Ms. Harned is studying the procedures to expand use of the town web site by committees and departments. She is working with the MIS Director on an implementation schedule.*
  - ii. Use Social Media to inform residents, property owners and visitors on civic community affairs and emergency notification, preparedness and services. *(New)*
- c. The Town Administrator will negotiate a contract for the publication of official public notices in the Provincetown Banner. *(New) The Town Administrator has contacted the Banner to determine the costs, etc. The Banner is undergoing a change in management and our contact person has stated she will contact the TA with the name of the new person in charge on legal ads. After negotiations I will forward the results to the Board of Selectmen. We have been in contact with a representative of the CCT/Banner and they are putting together a proposal for the Town's legal ads. We are hopeful that we will receive the information soon.*
- d. The Town Administrator will make all Board of Selectmen agendas and meeting materials available in electronic form and available on the Town's website in advance of all posted meetings *(New) The Town Administrator, the MIS Director, and Staff have implemented the Dropbox system for all Selectmen meeting packets and agendas. The next step will be to make the Dropbox available on the Town web site. This goal will be completed by September 2015. The Selectmen packets are now available on the Town web site for public access. This goal has been completed.*
- e. The Board of Selectmen will work with the Moderator to identify and implement strategies to increase attendance at Town Meeting and make Town Meeting more engaging, understandable and less confusing. **COBURN**

20. The Board of Selectmen and the Chairs of the Town's Committees and Boards will strengthen compliance with the State's Open Meeting Law, Ethics Law and Public Records Law. *(Continuing-revised)*

- a. The Board of Selectmen with the support of the Town Administrator and the Police Chief will develop a Code of Conduct for members of all elected and appointed Committees and Boards. *We have received a copy of another town's code of conduct and we are reviewing and modifying the code to fit Truro. The Chief and I will make a recommendation after our modifications are complete.*
- b. The Town Administrator will arrange for initial and ongoing training on the State's Open Meeting Law, Ethics Law and Public Records Law for all Town Committee Chairs and members as well as related Town Staff. *We are working with legal counsel to arrange for onsite training for the items above. No dates have been arranged as of this update.*
- c. The Town Administrator will arrange for the provision of training and/or materials on civic participation, leadership and meeting management to all Town Committee Chairs and related Town Staff. The Town Administrator will develop a system for monitoring and ensuring all Town Elected and Appointed Officials and Town Staff complete the on-line Ethics Test administered by the State Ethics Commission on a regular basis. *The Town Administration staff have developed an ongoing chart to show individual and committee members who have completed the required courses and a chart showing who has not met the requirement. We will develop a*

*recommended policy for the Selectmen to consider for adoption to ensure compliance with the education requirements.*

- d. The Town Administrator will develop policies and systems for ensuring that all Town Employees complete the State Ethics Law Training as a condition of employment. *Same as 20 c.*
- e. The Board of Selectmen will develop policies and systems for ensuring that members of all appointed Town Boards and Committees complete the State Ethics Law Training as a condition of appointment. **COBURN** *Same as 20 c.*

21. The Board of Selectmen, working with the Cable & Internet Advisory Committee will
- a. identify ways to ensure broadband internet service is available in all areas of the Town. *(Continuing) WEINSTEIN & WISOTZKY*
  - b. review the Town's contract with Comcast and monitor compliance with the terms of the contract including expansion of service. *(Continuing) WEINSTEIN & WISOTZKY I have reviewed the contract extension with Comcast and have sent a letter to the Comcast Local Affairs office asking for an update in the commitments that Comcast made. Dependent upon the answer I may suggest that a Comcast representative appear before the Selectmen to answer questions.*

## TOWN ADMINISTRATION

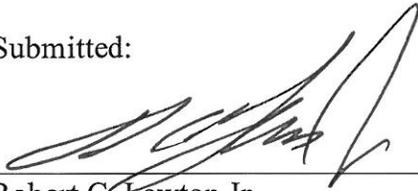
**GOAL: THE TOWN ADMINISTRATION OF TRURO WILL:**

- A. UTILIZE BEST PRACTICES;**
- B. BE OF AN APPROPRIATE SIZE;**
- C. HAVE A STAFF THAT IS ADEQUATELY AND FAIRLY COMPENSATED;**
- D. UTILIZE INTER-GOVERNMENTAL COOPERATION WHEN APPROPRIATE;**
- AND,**
- E. IS SUSTAINABLE.**

22. The Town Administrator, Police Chief & Fire Chief will develop and implement a system to enhance communication with Town Employees (Policy changes, Department or employee tasking, notification to Departments affected by specific actions/changes, strategic direction) *(New) The Town Administrator will hold regular Department head meetings to insure that staff is up to date on all new policies and changes. The first Department Head meeting is scheduled for 8/27.*
23. The Board of Selectmen will review legal services needed by Town Government, and how to best provide them. *(Continuing) COBURN & WEINSTEIN The Town Administrator has submitted to the Selectmen an example of how to secure requests for qualifications from individual attorneys and or legal firms to provide general counsel services.*
24. The Board of Selectmen will review and implement recommendations of the wage and classification study. *(Continuing) WISOTZKY The job descriptions have been submitted to departments for review. Review will end July 18 and the changes will be submitted to the consultant. Once revised the consultant will match the descriptions to the suggested pay scales. An update on the status of this project will be given at the August 12<sup>th</sup> Selectmen meeting. 90% of the job descriptions have been submitted to the consultant. We are awaiting a response. Once received we will do a one week review and return the descriptions to the Consultant for final printing and assignment of suggested wage rates for each position. The Consultant stated that this should be completed by the first part of September 2014.*

25. The Board of Selectmen will complete renegotiation of multi-year labor contracts with AFSCME (DPW employees) LIUNA, Police Federation and Communicators (Dispatchers) by November 1<sup>st</sup>. **(new) COBURN** *I have reviewed all of the union contracts and have made notes on suggested changes. I have also asked several department heads for recommendations for changes in language. Once I receive the recommendations I will forward a package to Atty. Jack Dolan for review. After his review we will set a meeting with the Selectmen in executive session to review the recommendations and receive authority to move to bargaining.*
  
26. The Board of Selectmen will revise evaluation forms for the Town Administrator, the Police Chief and the Fire Chief. **(Continuing & New) WISOTZKY** *I have reviewed material submitted by the Police Chief on evaluations and have made comments back to the Chief. The Chief and I will be meeting during the week of August 25 and will forward a recommendation to the Selectmen for review and adoption.*
  
27. The Town Administrator, the Police Chief and the Fire Chief will identify ways to reduce costs and/or improve performance by working collaboratively with neighboring towns and entities, including the Cape Cod National Seashore and Barnstable County. **(Continuing-revised) WEINSTEIN**

Submitted:



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Robert C. Lawton Jr.  
Co-Interim Town Administrator

Town of Truro



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## MEMO

**To:** Board of Selectmen, Pamet Harbor Commission, and Harbormaster  
**From:** Robert C. Lawton Jr.   
**Date:** August 5, 2014  
**Re:** Pamet Harbor Dredging

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After sending the request to the County Dredge and County Commissioners for Pamet Harbor to be at the top of the dredge list for the fall of 2014 I decided to check to insure that all permits were valid for the fall and winter of 2014 and 2015.

I had two conversations with representatives of Coastal Engineering, the company which secured the prior permits for the Town, and found the following. There are four permits necessary to complete the dredging. The Order of Conditions SE 75-643 expires 9/6/15. The Water Quality Certificate expires 1/21/15. The ACOE permit expires 1/21/15. The Chapter 91 permit expires 8/2/20.

I am concerned with the two permits which expire in January 2015 and I asked for a cost estimate to renew those permits. I have attached the submission from Coastal Engineering for your review. I am checking to determine if there are funds to start and possibly finalize this process using existing funds. I would ask if you wish to secure other prices or if there are any other comments before I proceed to start the renewal process.

Encl./Permit Updating Information Letter

July 29, 2014

Project No. C13187.01

Town of Truro  
Attn: Robert Lawton, Town Administrator  
P.O. Box 2030  
Truro, MA 02666  
VIA EMAIL: [rlawton@truro-ma.gov](mailto:rlawton@truro-ma.gov)

**Re: Permit Updating for Pamet River Dredging and Beach Nourishment**

Dear Mr. Lawton:

The following items will need to be renewed or completed as indicated in each item below. We have prepared the following estimate for professional engineering services required to continue the maintenance dredging and beach nourishment associated with Pamet Harbor. The specifics below cover updating permit(s) to continue maintenance dredging in Pamet River channel and basin, and work necessary to fulfill conditions under existing permits.

- Item 1: Order of Conditions SE 75-643 expires 9/6/15 under Permit Extension Act
- Item 2: Water Quality Certificate expires 1/21/2015 (timeframe along with federal permit)
- Item 3: ACOE Permit expires 1/21/2015
- Item 4: Chapter 91 Permit expires August 2, 2020 under Permit Extension Act

Item 1: Order of Conditions SE 75-643 expires September 6, 2015. A request for extension will need to be filed. This will require a current plan of the channel, beach profiles of the disposal area and filing a request for extension from the Conservation Commission. We will most likely need to attend the Conservation Commission meeting to address any questions the Commission may have regarding the permit extension request.

Item 2: Water Quality Certificate expires January 21, 2015 and will need renewal. This may involve filing for a new permit including sampling of the channel sediment and sampling of the beach sediment. It will depend upon the discretion of the Water Quality Department. There also may be a request for updated post dredge survey plans of the channel. Again, it will be up to what the Water Quality Department will require.

Item 3: Army Corps of Engineer (ACOE) permit for the maintenance dredging of Pamet River channel and basin is due to expire on January 21, 2015. We recommend filing for an Individual Permit (IP) rather than a General Permit (GP) which will give the town a longer permit time period.

Item 4: Natural Heritage, as part of their requirements in their issued permit to the town, will be expecting beach profiles be submitted for the beach area receiving the dredge material.

We have itemized the costs for each of the above items below.

Based on the assumption that no MEPA filing would be necessary, our Scope of Services for the permitting phase of the project would include:

**Phase 1- As-Built Plans.....\$4,000.00**

- Hydrographic survey of channel area
- Process survey data
- Prepare and submit forms and plans to ACOE and DEP Water Quality

**Phase 2- NHESP Beach Profiling.....\$2,500.00**

- Topographic survey and transects of beach nourishment areas where dredge material was deposited
- Process field data
- Prepare topographic and profile plans of beach area
- Submit plans to NHESP

**Phase 3- Permitting .....\$6,000.00**

- File for extension of Order of Conditions with Conservation Commission - (attend Conservation Commission hearing, one meeting budgeted)
- Prepare and file plans and forms with DEP 401 Water Quality Department
- Prepare project narrative for Army Corps of Engineers permit application
- Prepare and file Army Corps of Engineers plans and application forms for Individual Permit
- Massachusetts Office of Coastal Zone Management (MCZM) consistency letter

**TOTAL ESTIMATED BUDGET .....\$12,500.00**

These services would be performed on a time and expense basis, which will be invoiced monthly as the work progresses. Not included in this estimate are filing fees, advertising fees, recording fees, mailing fees, nor any fees incurred by or for the agencies mentioned above or any other out-of-pocket expense and preparation for and attendance at additional public hearings and meetings outside the scope of the project.

If an essential fish habitat assessment is required, then add an additional \$2,500.00. If an eel grass survey is required, then add an additional \$1,500.00

Also, the recent regulatory changes and the new language in the environmental regulations make for review thresholds. Under current regulations, the dredging and beach nourishment would require a Massachusetts Environmental Protection Agency (MEPA) review and Environmental Notification Form (ENF) filing. This is due to affecting 1/2 acre or more of a resource area; however, it may be possible that your project would qualify for an exclusion under, "routine maintenance". As such, we would propose making such a request and

proceeding with permitting along those lines. Although we believe that this project should qualify for that exclusion, we cannot guarantee that this will not require MEPA review, since "routine maintenance" is not well defined by the state, and is therefore approved on a case-by-case basis.

**Note:** Servicing of the permit applications is based on basic correspondence required to file applications, follow-up on permit status, record documents, and client communication. Additional correspondence required for supplemental information, plan revisions, and such are not included in the above estimate. If it is determined that the project will exceed MEPA thresholds and an Environmental Notification Form (ENF) is required, we will prepare a revised fee estimate for the required scope of services at that time. For your budget planning purposes, the fee for ENF for this type of project is on the order of \$6,000.00 (assuming a full-blown Environmental Impact Report is not required).

In the event that unforeseen circumstances arise that would significantly increase the cost, we would contact you and review additional costs at that time. The conditions that our services will be provided are delineated on our attached Standard Conditions for Engagement.

Therefore, if you are in agreement with the above approach and wish us to proceed with the above-stated services, kindly acknowledge acceptance of this agreement by returning one signed copy of this letter.

If you have any questions, please do not hesitate to contact me.

Sincerely,

COASTAL ENGINEERING CO., INC.



Donald K. Munroe  
Project Manager

DKM/jak

Attachment

AUTHORIZATION

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name / Title

**PLEASE SIGN AND RETURN ONE COPY**

**COMPENSATION FOR ENGINEERING SERVICES:** Fees for engineering services performed by Coastal Engineering Co., Inc. (CEC) for the CLIENT are based upon the time worked on a given project and are billed according to CEC's current fee schedule. CLIENTS are advised that all fees are subject to increases and can vary due to complexity and staff demand. Fee estimates for professional services are budget estimates prepared to the best of CEC's ability based on facts available at the time of submission and are subject to revisions from time to time by CEC.

**TRANSPORTATION:** Time and travel expenses incurred, when travel is in the interest of the project, will be charged for in accordance with CEC's fee schedule.

**SUBCONTRACT SERVICES:** CEC may engage subcontractors and/or other professionals to perform required services such as soil borings, drilling, construction, etc. That subcontractor's charge plus a service charge will be added to CEC's fee.

**REIMBURSABLE EXPENSES:** Expenses will be billed at CEC's cost plus a service charge. Examples of expenses ordinarily charged to CLIENT are printing and reproduction, special fees, permits, and licenses.

**PAYMENT:** Invoices will be rendered monthly or as work progresses. Invoices are due and payable upon receipt. Amounts over 30 days past due are subject to a service charge of 1.5% per month (18% annually). The CLIENT agrees to pay reasonable attorney's fees and any collection fees incurred in the collection of any amount owed hereunder and not paid when due. CEC shall have all rights available to it pursuant to M.G.L. Chapter 254 to file a lien on the property for which CEC provided services hereunder.

**CHANGE OF SCOPE:** If, during the performance of services under this Agreement, a change in the Scope of Services is requested on the basis of an oral or written order by the CLIENT or CLIENT's Agent, or is required in CEC's sole discretion by circumstances to address contingencies, or CLIENT requests revisions of the plans, CEC will perform such additional services in accordance with its fee schedule. CEC reserves the right, at its discretion, to issue a Change Order to this Agreement. However, a Change Order is not required prior to rendering such services and the CLIENT agrees to pay for such additional services.

**SUSPENSION OF SERVICES:** If the CLIENT fails to make payment of invoices when due, CEC may suspend performance of services under this Agreement. In the event of a suspension of services, CEC shall have no liability to the CLIENT for delay or damage caused by such suspension of services or for any consequential damages.

**TERMINATION PROVISION:** This Agreement may be terminated by either party upon five (5) days written notice in the event of breach of performance of terms and conditions of this Agreement by the other party through no fault of the terminating party. CEC shall be compensated for services performed up to the time of termination.

**INSURANCE:** CEC is covered by Worker's Compensation Insurance and Public and Professional Liability Insurance. CEC will furnish certification upon request.

**RIGHT OF ENTRY:** Unless otherwise agreed, the CLIENT furnishes right-of-entry on the land for CEC to make measurements, soil tests, or other required explorations. CEC will take reasonable precautions to minimize damage to the land from the use of equipment, but CEC has not included in its fee the cost of restoration from damage that may result from its operations. If CEC is required to restore the land to its former conditions, the cost of doing so will be added to its fee.

**OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, estimates, specifications, field notes, and data, are and shall remain the sole and exclusive property of CEC as instruments of service and CLIENT shall have no right to such documents. The CLIENT may, at his/her expense, obtain record print drawings,

which the CLIENT will use solely in connection with the project to which this Agreement applies and not for the purpose of making subsequent extensions or enlargements thereto.

**USE OF DOCUMENTS:** Services performed and documents prepared by CEC under this agreement shall be for the benefit of CLIENT only and may not be relied upon by any third party(ies) unless specifically agreed to in advance by CEC and CLIENT. Any unauthorized use of the documents prepared by CEC or any use of the documents which is not in strict compliance with the documents shall be at the sole risk of the CLIENT or the unauthorized user and CEC shall have no liability for the misuse or unauthorized use of such documents.

**USE OF STAKES:** CLIENT, CLIENT's contractor, or any third party may not use stakes or other markers set at the site by CEC before obtaining verification from CEC that the stakes or other markers were set for the intended purpose and are in place to the accuracy appropriate for the intended use.

**ELECTRONIC FILES:** Electronic files are transmitted for informational purposes only and at the request of the CLIENT or CLIENT's agent. CEC's official product is limited to its signed and sealed hard copy of plans, specifications, and/or studies. The CLIENT agrees to hold CEC harmless for any damages from inappropriate or illegal uses by third parties from any electronic transfer of information by CEC requested by the CLIENT or CLIENT's agent.

**CONSTRUCTION SERVICES:** On request, CEC can provide personnel to observe construction in order to ascertain that the construction, in general, is being performed in accordance with CEC's plans and/or specifications. CEC shall under no circumstances be a guarantor of any contractor's means and methods of work and shall bear no responsibility with respect to the performance of such construction. The CLIENT and CLIENT's agent will continue to be responsible for the accuracy and adequacy of all construction performed.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** CEC agrees to indemnify and hold CLIENT harmless against damages and liability resulting from the negligent acts, errors, or omissions of CEC. The CLIENT agrees to limit CEC's liability, resulting from errors and/or omissions in engineering design information furnished to the CLIENT, to those portions of the design prepared by CEC and in an amount not to exceed CEC's fee. The CLIENT agrees to require a like limitation from any contractor engaged to perform work for which CEC has provided reports, plans, and/or specifications. The CLIENT shall further indemnify and hold CEC harmless from any liability resulting from the acts, errors, or omissions of the CLIENT or CLIENT's agents, contractors, or assigns from any breach of this Agreement or from any unauthorized use of CEC's documents or use of CEC's documents other than as set forth in the Use of Documents section hereof. Such indemnification shall include the cost of defense including without limitation attorney's fees, arising in any way with claims connected with any such liability excepting only such liability as may arise out of CEC's sole negligence in performance of services. CLIENT agrees that any and all damages arising from negligent act, error, or omission shall be made against CEC directly and shall not be made personally against any of its directors, officers, agents, or employees.

**CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision hereof, CEC shall not be liable to the CLIENT for any incidental, indirect, or consequential damages arising out of or connected in any way to the services rendered hereunder, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, or loss of reputation.

**STANDARD OF CARE:** CEC's professional services will be performed in accordance with the generally accepted engineering practices, skill, and care used by similar members of the engineering profession practicing under similar circumstances at the same time and in the same locality. CEC makes no warranties, express or otherwise, in connection with CEC's services hereunder.

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**From:** Don Munroe <dmunroe@coastalengineeringcompany.com>  
**To:** Robert Lawton <rlawton@truro-ma.gov>  
**Date:** 08/12/2014 12:58 PM  
**Subject:** Re: C13187.01/Town of Truro, dredging permits for Pamet Harbor and channel dredging

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Dear Robert,

Sorry for any confusion. The estimate is \$12,000.00 if no ENF is required. The "**Note:**" on page three (3) of the Proposal is letting the Town know that if an ENF is triggered an additional \$6000.00 will be needed over the \$12,000.00 in the budget to cover the MEPA application process. If we keep the project under the MEPA thresholds then there will not be the need for a MEPA filing and, therefore; no additional \$6000.00 budgeted. The maintenance dredging should fall under the MEPA regulations 301 CMR 11.00 section 11.03 Review Thresholds, "... The review thresholds do not apply to: a lawfully existing structure, facility or activity; Routine Maintenance; a Replacement Project, etc....". We would present the dredging as ongoing maintenance dredging so no MEPA review should be required.

Regards,

Don

**Don Munroe**

Marine Department Project Manager

**Coastal Engineering Company, Inc.**

260 Cranberry Highway, Orleans, MA 02653

Nantucket Office: 9 Amelia Drive, Nantucket

Phone 508-255-6511 ext. 526

Cell 508-237-4971

**[www.CoastalEngineeringCompany.com](http://www.CoastalEngineeringCompany.com)**



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Selectmen's Office

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

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

### BOARD OF SELECTMEN APPOINTMENT

DATE: August 26, 2014

Notice is hereby given that Steve Wisbauer, whose address is  
4 Deer Path in Truro, MA 02666,  
has been appointed to the position of Deputy Shellfish Warden,  
effective on August 26, 2014 and expiring on August 26, 2017.

By virtue of the authority vested in the Board of Selectmen under M.G.L. Chapter 130 § 98.

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chair-Jay Coburn

\_\_\_\_\_  
Vice Chair-Paul Wisotzky

\_\_\_\_\_  
Clerk-Jan Worthington

\_\_\_\_\_  
Robert Weinstein

\_\_\_\_\_  
Maureen Burgess

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

Recorded: \_\_\_\_\_

Attest: \_\_\_\_\_

Town Clerk

/ns

WARDEN - JS - SAC

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

PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	STEPHEN WISBAUER
Title or Position:	ASST. HARBOR MASTER / DEPUTY SHELLFISH WARDEN
Agency/Department:	HARBOR MASTER / SHELLFISH DEPT.
Agency address:	75 DEPOT RD, TRURO, MA, 02686
Office Phone:	
Office E-mail:	
	<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.	MEMBER OF SHELLFISH ADVISORY COMMITTEE AND GRANT HOLDER IN AQUACULTURE DEVELOPMENT AREA
What responsibility do you have for taking action or making a decision?	POLICY RECOMMENDATIONS VS ENFORCEMENT
Explain your relationship or affiliation to the person or organization.	N/A
How do your official actions or decision matter to the person or organization?	N/A

<b>Optional:</b> Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.	
If you cannot confirm this statement, you should recuse yourself.	<b>WRITE AN X TO CONFIRM THE STATEMENT BELOW.</b> <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:	8/21/14

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.

Form revised July, 2012



WARDEN - VS - GRANT

**DISCLOSURE BY MUNICIPAL EMPLOYEE  
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT  
AS REQUIRED BY G. L. c. 268A, § 20(b)**

MUNICIPAL EMPLOYEE INFORMATION	
Name of municipal employee:	STEVE WISBAUER
Title/ Position	ASST. HARBOR MASTER / DEPUTY SHELLFISH WARDEN
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization. _____
Agency/ Department	HARBOR MASTER / SHELLFISH DEPT.
Agency Address	75 DEPOT RD, TOWN, MA, 02666
Office phone:	
Office e-mail:	
	Check one: <input type="checkbox"/> Elected or <input checked="" type="checkbox"/> Non-elected
Starting date as a municipal employee.	
<b>BOX # 1</b>  Select either STATEMENT #1 or STATEMENT #2.  Write an X beside your financial interest.	<p><b>ELECTED MUNICIPAL EMPLOYEE</b></p> <p>I am an elected municipal employee.</p> <p><input type="checkbox"/> <b>STATEMENT #1:</b> I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. OR</p> <p><input type="checkbox"/> <b>STATEMENT #2:</b> I will have a new financial interest in a contract made by a municipal agency.</p> <p><b>My financial interest in a municipal contract is:</b></p> <p><input type="checkbox"/> I have a non-elected, compensated municipal employee position.</p> <p><input type="checkbox"/> A municipal agency has a contract with me.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p><input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.</p>
<b>BOX # 2</b>  Select either STATEMENT #1 or STATEMENT #2.	<p><b>NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE</b></p> <p>I am a non-elected municipal employee.</p> <p><input type="checkbox"/> <b>STATEMENT #1:</b> I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.</p>

<p><b>Write an X beside your financial interest.</b></p>	<p><b>My financial interest in a municipal contract is:</b></p> <p><input checked="" type="checkbox"/> A municipal agency has a contract with me, but not an employment contract.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p>-- OR --</p> <p><input type="checkbox"/> <b>STATEMENT # 2:</b> I will have a new financial interest in a contract made by a municipal agency.</p> <p><b>My financial interest in a municipal contract is:</b></p> <p><input type="checkbox"/> I have a non-elected, compensated municipal employee position.</p> <p><input type="checkbox"/> A municipal agency has a contract with me.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p><input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.</p>
<p><b>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</b></p>	
<p>Name and address of municipal agency that made the contract</p>	<p><i>BOARD OF SELECTMEN</i></p>
<p><b>Please put in an X to confirm these facts.</b></p>	<p>"My Municipal Agency" is the municipal agency that I serve as a municipal employee.</p> <p>The "contracting agency" is the municipal agency that made the contract.</p> <p><input checked="" type="checkbox"/> My Municipal Agency is not the contracting agency.</p> <p><input type="checkbox"/> My Municipal Agency does not regulate the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> The contract was made after public notice or through competitive bidding.</p>
<p><b>FILL IN THIS BOX OR THE BOX BELOW</b></p>	<p><b>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.</b></p> <p>- Please explain what the contract is for.</p> <p style="text-align: center;"><i>SHELLFISH GRANT</i></p>
<p><b>FILL IN THIS BOX OR THE BOX ABOVE</b></p>	<p><b>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.</b></p> <p>- Please identify the person or entity that has the contract with the municipal agency.</p> <p>- What is your relationship to the person or entity?</p> <p>- What is the contract for?</p>

What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it.  OYSTER FARMING PROFIT UNKNOWN
Date when you acquired a financial interest	MAY 1, 2013
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.  - N/A -
Date when your immediate family acquired a financial interest	- N/A -
Write an X to confirm each statement.	<p><b>FOR A CONTRACT FOR PERSONAL SERVICES -</b></p> <p>Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).</p> <p>I will have a contract with a municipal agency to provide personal services.</p> <p><input type="checkbox"/> The services will be provided outside my normal working hours as a municipal employee.</p> <p><input type="checkbox"/> The services are not required as part of my regular duties as a municipal employee.</p> <p><input type="checkbox"/> For these services, I will be compensated for not more than 500 hours during a calendar year.</p>
Employee signature:	
Date:	8/21/14

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

**FOR CONTRACTS FOR PERSONAL SERVICES ONLY:**

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

**CERTIFICATION BY HEAD OF CONTRACTING AGENCY**

<b>INFORMATION ABOUT HEAD OF CONTRACTING AGENCY</b>	
Name:	
Title/ Position	
Municipal Agency:	
Agency Address:	
Office Phone:	
<b>CERTIFICATION</b>	
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	

**APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN,  
BOARD OF SELECTMEN OR TOWN COUNCIL**

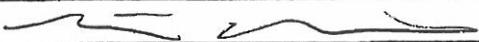
<b>INFORMATION ABOUT APPROVING BODY</b>	
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
<b>APPROVAL</b>	
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.  
File disclosure, Certification and Approval with the city or town clerk.

WARDEN - VS - ~~WARDEN~~ GRANT

DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST  
AND DETERMINATION BY APPOINTING AUTHORITY  
AS REQUIRED BY G. L. c. 268A, § 19

MUNICIPAL EMPLOYEE INFORMATION	
Name:	STEPHEN WISBAUER
Title or Position:	ASST. HARBOR MASTER / DEPUTY SHELLFISH WARDEN
Municipal Agency:	HARBOR MASTER / SHELLFISH DEPT.
Agency Address:	75 DEPOT RD. TRURO MA 02666
Office Phone:	
Office E-mail:	
My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.	
PARTICULAR MATTER	
Particular matter <small>E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.</small>	Please describe the particular matter. GRANT HOLDER IN AQUACULTURAL DEVELOPMENT AREA (ADA)
Your required participation in the particular matter: <small>E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.</small>	Please describe the task you are required to perform with respect to the particular matter. <del>ADVICE</del> WARDEN DUTIES ONLY IN RESPECT TO HARBOR MASTER WORK IN PAMET HARBOR *NOT IN ADA
FINANCIAL INTEREST IN THE PARTICULAR MATTER	
Write an X by all that apply.	<input checked="" type="checkbox"/> I have a financial interest in the matter. <input type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.

Financial interest in the matter	Please explain the financial interest and include a dollar amount if you know it. <i>OYSTER FARMING / ? UNKNOWN</i>
Employee signature:	
Date:	<i>8/20/14</i>

**DETERMINATION BY APPOINTING OFFICIAL**

	<b>APPOINTING AUTHORITY INFORMATION</b>
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail	
	<b>DETERMINATION</b>
Determination by appointing authority:	As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority signature:	
Date:	
Comment:	

Attach additional pages if necessary.

**The appointing authority shall keep this Disclosure and Determination as a public record.**

Truro Board of Selectmen  
Meeting Minutes – August 12, 2014  
Truro Town Hall, 4:00 p.m.

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

Others Present: Co-Acting Town Administrator Robert Lawton

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

**At 4:00pm Coburn moved that the Board of Selectmen enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, 21(a) number (3) to discuss strategy relative to collective bargaining, and strategy relative to litigation, whereas discussion of these matters in open session would have a detrimental effect on the bargaining/litigating position of the Town and to reconvene in regular session. Coburn so declared that it would have a detrimental effect on the town. Worthington seconded the motion. Roll Call Vote: Robert Weinstein, aye; Maureen Burgess, aye; Jay Coburn, aye; Paul Wisotzky, aye; Jan Worthington, aye. So voted unanimously 5-0.**

At 5:05 p.m. the Board of Selectmen reconvened in Open Session.

#### **Public Comment Period**

Christopher Lucy presented two questions. He questioned whether it was lawful to use Community Preservation funds for the Friends of the Truro Recreation bid for a consultant since Town Counsel opinion on the ATM Article was not favorable to this being for the purposes of recreation. Mr. Lawton spoke to the use of CPC funds being used for certain recreational purposes.

His second question was related to the Kline residence on Stephens Way. The second request before the Board of Selectmen, was regarding the Kline property. He questioned the amount being spent on the courts and the amount of money being lost in revenue for the property owner's tax abatement. He finished by commenting that this lawsuit needed to end.

#### **Update on implementation of Fire Department Alternative Work Period and Overtime**

Wisotzky explained that an alternate work period had been approved which consisted of an overtime work period after 28 days. This will be fully implemented to control overtime expenses.

#### **Update on Wage and Classification Study**

Mr. Lawton referred to the time line from Human Resources Services Inc. and his memo<sup>1</sup> to the Board of Selectmen. He stated concern that the contract calls for a completion of the Wage and Classification study to have been finished by HRS Inc. in the month April 2014. He explained that most of the job descriptions have been reviewed and returned to HRS Inc. Mr. Lawton stated that the final report will be available in mid-September. Coburn expressed great concern that the consultants were not meeting their deliverable. He felt that it was important to express to the consultants their frustration and the lack of a good reference that would come from the Truro Board of Selectmen. It was noted that the full report from the consultants was delaying other items that needed to be accomplished. Wisotzky added that he too was concerned with the many revisions made to the job descriptions that took time from the staff to do and is ultimately the work of the consultants. Weinstein asked if anything could be done to expedite this process. Mr. Lawton added that he would like a second review of the job descriptions then

the consultants will provide the wage analysis. Coburn suggested no further payment without the Board of Selectmen approval.

**Burgess moved that no further payments be made to Human Resource Services Inc. Weinstein seconded the motion. So voted unanimously 5-0.**

**Review and Approve Land Management Agreement for Pamet Harbor Parking Lot, Boat Ramp, Boarding Pier, Gangway and Floats with Pamet Harbor Commission and signage**

Tim Silva, Chair of the Pamet Harbor Commission came before the Board of Selectmen . He spoke of the vote of support that the Commission gave for the Land Management Agreement<sup>2</sup>. He mentioned issues that might arise when the parking lot is busy and suggested that the enforcement of the parking rules goes to the Harbor Master. Mr. Silva noted the option of a Special Permit for certain events additionally allowed for the parking lot. He mentioned accessing one side of Mill Pond Road as an alternative for people to park which he thought was a good alternative. Burgess suggested that the Charter fisherman implement having customers park at their residences. Worthington added that when it is busy the rules can be applied per the judgement of the Harbor Master. Mr. Lawton explained how the tickets would be issued in order to access parking. Weinstein spoke to the reason that the agreement was broad , since the Department of Fish and Game manages 163 facilities. There was a brief discussion on the history of the facility with respect to the State and what has been allowed over the years and the issuing of Special permits for certain events that use the parking lot. It was noted that Special permitting will be referenced in the signage that the State is providing and that the facility is for boating purposes.

Mr. Lucy asked about 320 CMR 2.00 regulations with respect to required postings and publication when approving the Land Management Agreement. Mr. Lawton responded that those requirements pertain to any changes made to the agreement. He also explained that the agreement allows for mooring holders to use the facility. It was discussed that the Harbor Master would be in charge of the regulations of the harbor parking lot.

Moniz Rose came before the Board of Selectmen with the question of whether those with boats, kayaks, mooring holders were going to be treated differently. He stated that he had been at the meeting at the harbor which included a discussion with Jack Sheppard, Director of Fishing and Boating Access, adding he felt that use of the parking lot should be left as it is for many reasons including the Harbor Master being in a difficult spot.

Elena Rice spoke of owning a Charter business and questioned whether use of the parking lot was going to be different tomorrow. She said she also uses the parking lot for family fishing trips in addition to chartering and asked if she will still be able to use the parking lot for these activities.

Tony Jackett, Harbor Master, explained that the end of the busy season was approaching and things had worked out for the summer. He explained how parking has been working throughout the summer. He said that they work to accommodate use of the parking lot. He added that he would adhere to the direction of the Town Administrator.

Wisotzky encouraged Mr. Jackett to come before the Board of Selectmen if there are any issues.

**Weinstein moved on this day August 12, 2014 the Town of Truro enter into a Land Management Agreement pursuant to the Authority of General Law 21A Section 2 (8) Section 11B by and between the Department of Fish and Game and the Town of Truro acting by and through its**

**Board of Selectmen. Burgess seconded the motion. So voted unanimously 5-0.**

**Appointment of Shellfish Constable and Deputy Shellfish Wardens per MGL CH 130 §98**

Coburn eluded to a conflict of interest issue with Mr. Wisbauer's appointment as a Deputy Shellfish Warden and as a grant holder. Weinstein explained that based on the Statute the Shellfish Constable is appointed by the Board of Selectmen<sup>3</sup>. Weinstein cited MGL Chapter 130 §98 that authorizes the Board of Selectmen to make the appointments. Tony Jackett will be appointed as Shellfish Constable and the Deputies for a three year term. Both Mr. Wisbauer and Mr. Bloom assist Mr. Jackett and would need to get the requisite training. Mr. Jackett gave accounts of situations in which his assistants have enforced the regulations. It was reiterated that there was a conflict with Mr. Wisbauer being appointed as a grant holder which would delay his appointment until there is proper disclosure filings. Wisotzky thanked Mr. Jackett for all his hard work on the Shellfish beds. He added that they need to make sure that people successfully complete the training. Both Steve Wisbauer and John Bloom need to complete the training within three years per MGL Chpt. 130 §98. **Weinstein made a motion pursuant to MGL Chapter 130 §98 under the authority of the Board of Selectmen to appoint Tony Jackett as Shellfish Constable and John Bloom as Deputy Shellfish Warden. Burgess seconded the motion. So voted unanimously 5-0.**

Coburn asked to take out of order the appointment of John Dundas to the Zoning Board of Appeals.

**Review and Approve John Dundas as Alternate on the Zoning Board of Appeals**

Dundas was before the Board of Selectmen to be appointed an Alternate on the Zoning Board of Appeals<sup>4</sup>. He spoke to his interest in serving on this Board. He was thanked for his willingness to serve. **Wisotzky moved to approve the appointment of John Dundas as an Alternate on the Zoning Board of Appeals. Worthington seconded the motion. So voted unanimously 5-0.**

**Review and Approve Applications to Serve on Charter Review Committee-Gary Palmer and John Snow**

Coburn commented that there was one vacancy on the Committee with both John Snow and Gary Palmer applying to serve on the Committee<sup>5</sup>. **Worthington moved to appoint Gary Palmer on the Charter Review Committee. Weinstein seconded the motion. So voted unanimously 5-0.**

**Report on the Town Administrator Search Process and scheduling candidate interview dates**

Worthington, explained as Liaison, to the Town Administrator Search Committee that the Committee will have 3-5 candidate's names to present on August 26th. She noted that the Board of Selectmen need to consider their next steps once the names are presented. It was suggested that beyond the interview process, the candidates meet with staff and have them see different parts of Truro. Coburn suggested during a one- two day process, they meet with the 3-5 candidates prior to the interviews. He proposed the days of September 15th and 16th. There was a brief discussion as to how much time to spend interviewing each candidate. It was agreed that all of the Department heads should meet with the finalists then hold the interview process in public session. Worthington suggested that the Board of Selectmen think ahead as to what questions they want to ask the candidates. Mr. Lawton responded that he would prepare some questions and each Selectmen can pick two questions to ask of the finalists. He also suggested a tour of Truro with the candidates. Burgess suggested a problem solving scenerio for the finalists to respond to as a part of their interview. Wisotzky commented on the Open Meeting Law requirements when they do take the candidates around town and meet with staff. It was suggested to try to have questions formalized for the meeting on the 26th. There was a discussion as to a proposed date of September 16th for the interviews.

## Consent Agenda

- 1) Review, and Approve Meeting Minutes – July 5<sup>th</sup> & July 22<sup>nd</sup>, 2014 Regular and Executive & Hold<sup>6</sup>
- 2) Review and Approve Renewal of Charleen Greenhalgh and Robert Lawton as Co-Acting Town Administrators and authorize the Chair to sign renewal of Memorandum OF Agreement with Charleen Greenhalgh<sup>7</sup>
- 3) Review and Approve and Authorize the Chair to sign DECAMM Standard Contractor Evaluation for work performed by Annese Electrical Services, Inc.<sup>8</sup>
- 4) Review and Approve and Authorize the Chair to sign:
  - a. 911 Support and Incentive Grant<sup>9</sup>
  - b. Acceptance of the FY15 Cape Cod Healthcare Medical Director Contract<sup>10</sup>
  - c. FY15 Attachment B Formula Grant Allocation Budget for the Executive Office of Elder Affairs<sup>11</sup>
- 5) Review and Approve Renewal of Lower Cape Community Access Television Contract<sup>12</sup>
- 6) Review and Approve Renewal of Maureen Burgess as Truro Representative to the Cape Cod National Seashore Advisory Commission and Jay Coburn as Alternate<sup>13</sup>
- 7) Review and Approve Appointment of Priscilla Silva to the Cable & Internet Advisory Commission<sup>14</sup>
- 8) Review and Approve Re-appointments to Boards and Committees (Steve Wisbauer-SAC; Mark Farber-En. Com.; Karen Snow-BWWC; Michael Silva & Richard Marr-Rec. Com.; Robert Lowe-CPC; Karen Shedd-Cultural Council; Tom Kane-SAC; Linda Noons-Rose-ConsCom)<sup>15</sup>
- 9) Review and Approve Renewal of Common Victualler (food) Babe's Restaurant -63 Shore Rd<sup>16</sup>
- 10) Review and Approve Renewal of 2 Year Shellfish Grant –Dana Pazolt- 643 Shore Rd-1 Acre<sup>17</sup>
- 11) Review and Approve One Day Alcohol License for Truro Treasures (9/20)<sup>18</sup>
- 12) Review and Approve Entertainment Application (One Day) Truro Center for the Arts at Castle Hill (8/9) & Truro Vineyards of Cape Cod (8/14)<sup>19</sup>
- 13) Review and Approve Use of Town Property – Truro Treasures Weekend-Car Show (9/20)<sup>20</sup>

Weinstein stated corrections to be made to the July 22<sup>nd</sup> regular session minutes.

Wisotzky referenced (#9) on the Consent Agenda, asking what the owner's of Babe's Restaurant intentions were for opening this season. He also asked about the August 9th event at Castle Hill that involved entertainment (#12). Coburn requested to hold the Truro Arts Center at Castle Hill from the Consent Agenda.

It was explained that the owners of Babe's restaurant had intentions to open this season but a renewal of the license would only be issued when business applications were in hand. The August 9th entertainment at Castle Hill request was removed previously by the event organizer for approval. After being brought to the attention of the Licensing Department it was before the Board of Selectmen after the fact. Coburn asked to hold the reappointment of Steve Wisbauer until the issue of conflict had been resolved and to hold Dana Pazolt's license request for a determination on his filing of a conflict of interest disclosure since he is a grant holder and a member of the Shellfish Advisory Commission.

Weinstein questioned (with respect to #4a) if there could be a discussion on regionalizing dispatch service with the Chief of Police.

**Wisotzky moved to approve the Consent Agenda minus items (#8, #10, & #12). Burgess seconded**

**the motion. So voted unanimously 5-0.**

Coburn asked to delay (#8) for a determination from Town Counsel regarding Steve Wisbauer's appointment and asked to reserve (#10) until an ethics disclosure had been filed by Dana Pazolt for his appointment on the Shellfish Committee and for being a grant holder. Coburn stated with respect to (#12) that the organization has had an issue in the past with not applying in a timely manner and he was not willing to retroactively approve the application. There was a brief discussion to delay action on (#8) and (#10) for an approval of an ethics disclosure.

**Wisotzky moved to deny the One Day Entertainment license retroactively for Truro Center Arts at Castle Hill on August 9th. Burgess seconded the motion. So voted unanimously 5-0.**

### **Discussion of Town Representation within the Herring River Restoration MOU III**

Burgess spoke to the Herring River Restoration Executive Counsel<sup>21</sup> group being formed to ensure that policies are being followed. The group will meet quarterly, as needed. She requested that the Board of Selectmen decide if one member or two members would be adequate to be present at the Executive Counsel meetings. She noted that there are less properties in Truro being impacted than in Wellfleet. Wisotzky commented that it would be disadvantageous if there were only one member voting from Truro. Weinstein agreed to be a member of the Committee.

**Wisotzky moved to appoint two members of the Truro Board of Selectmen to the Herring River Restoration MOU III Executive Counsel (Maureen Burgess and Robert Weinstein). Worthington seconded the motion. So voted unanimously 5-0.**

### **Development of Non-Discrimination Policy for Town Contracts**

Wisotzky stated that this issue arose from reviewing contracts for the Town and he requested that standard non-discrimination language include gender identity be inserted in all of the contracts that the Town enters into. He requested that it be made into a policy for the Board of Selectmen. It was confirmed to Weinstein that this request was consistent with MGL. Mr. Lawton deferred to Town Counsel for the proposed language for their next meeting.

### **Selectmen Reports Liaison Reports**

**Worthington**-She proposed working with Susan Travers, COA Director, to redraft the Senior Tax Program so that positions can be rotated for individuals looking to participate; this would ensure a broader range of people being able to receive this Town benefit. She also asked that Residential Tax Exemption be looked into for Truro and have the discussion of implementing it be on a future agenda.

**Wisotzky**-He stated that the recruitment posters and flyers for the Fire department have generated great responses. He spoke to the resignation of Bob Holt from the Recycling Committee and the Energy Committee and thanked him for his years of service. Coburn requested a Proclamation for his extended tenure serving Truro for many years.

**Burgess**-She spoke of there being a vacancy on the Bike and Walkways Committee. She also noted the celebration on August 21st for the First Parish Church distinct placement on the National Registrar of Historical Places.

**Weinstein** – He stated that recently he had Selectmen Office hours at the Farmer's market. He proposed that a weekend day be utilized for better attendance for working locals versus holding the event on Mondays. He also attended the Pamet Harbor Commission meeting where a number of issues were addressed with great participation and he gave a special thanks to the Chairman, Tim Silva.

**Coburn**-Stated that he and Burgess will be holding Office Hours at the Transfer station Saturday ,

August 16th.

**Next meeting Agenda: August 26, 2014**

Draft Non-Discrimination Policy; Update on Goals and Objectives; Pamet Harbor Dredging Permits with Coastal Engineering; Massachusetts Housing Partnership Agreement; Proclamation for Suicide Prevention; Woods Hole Group Agreement-Next Phase on the culvert; Cape Cod Fuel Oil Contract; Town Administrator Search Committee presentation; Fire Department Hiring –Adoption of Standards; Revise Senior Tax Program and Preliminary Discussion on implementing Pay-As-You-Throw. Weinstein asked for a report on Regional Dispatch (Part of Quarterly Report)

**Town Administrator Report**

Mr. Lawton explained that the Town of Truro had coverage for the summer season for an Animal Control Officer with a shared part-time person that is employed with Wellfleet. Wellfleet is going forward with the advertising for the position. The position will continue to be shared between Truro and Wellfleet. Mr. Lawton stated that he is also considering options for a regional animal shelter. Lastly, he added that he had contacted Comcast for an update on the timeline within the existing contract for those not served by cable or internet.

**At 6:57pm Wisotzky moved to adjourn the meeting. Weinstein seconded the motion. So voted unanimously 5-0.**

Respectfully submitted,  
Nicole Tudor, Board of Selectmen Secretary

---

Jay Coburn, Chairman

---

Paul Wisotzky, Vice-Chairman

---

Janet W. Worthington, Clerk

---

Robert Weinstein

---

Maureen Burgess  
Board of Selectmen  
Town of Truro

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<sup>1</sup> Human Resources Services Inc. Memo and Robert Lawton Memo to Board of Selectmen regarding Wage & Classification

<sup>2</sup> Land Management Agreement ; Memo from Harbor Master to BoS; Proposed Parking Sign design

<sup>3</sup> MGL Ch. 130 Sec. 98 Appointment of Shellfish Constable and Deputy Shellfish Wardens

<sup>4</sup> Application to serve –John Dundas

<sup>5</sup> Applications to serve-Gary Palmer and John Snow

<sup>6</sup> Review, and Approve Meeting Minutes – July 5<sup>th</sup> & July 22<sup>nd</sup>, 2014 Regular and Executive & Hold

- 
- <sup>7</sup> Review and Approve Renewal of Charleen Greenhalgh and Robert Lawton as Co-Acting Town Administrators and authorize the Chair to sign renewal of Memorandum OF Agreement with Charleen Greenhalgh
- <sup>8</sup> DECAMM Standard Contractor Evaluation for work performed by Annese Electrical Services, Inc.
- <sup>9</sup> 911 Support and Incentive Grant
- <sup>10</sup> Acceptance of the FY15 Cape Cod Healthcare Medical Director Contract
- <sup>11</sup> FY15 Attachment B Formula Grant Allocation Budget for the Executive Office of Elder Affairs
- <sup>12</sup> Lower Cape Community Access Television Contract
- <sup>13</sup> Memo from Maureen Burgess regarding Truro Representative to the Cape Cod National Seashore Advisory Commission
- <sup>14</sup> Application to serve- Priscilla Silva to the Cable & Internet Advisory Commission
- <sup>15</sup> Applications to serve-Steve Wisbauer-SAC; Mark Farber-En. Com.; Karen Snow-BWWC; Michael Silva & Richard Marr-Rec. Com.; Robert Lowe-CPC; Karen Shedd-Cultural Council; Tom Kane-SAC; Linda Noons-Rose-ConsCom
- <sup>16</sup> Business license application for Common Victualler (food) Babe's Restaurant -63 Shore Rd
- <sup>17</sup> Shellfish Grant Application –Dana Pazolt- 643 Shore Rd-1 Acre
- <sup>18</sup> One Day Alcohol License application for Truro Treasures (9/20)
- <sup>19</sup> Entertainment Applications (One Day) Truro Center for the Arts at Castle Hill (8/9) & Truro Vineyards of Cape Cod (8/14)
- <sup>20</sup> Use of Town Property – Truro Treasures Weekend-Car Show (9/20)
- <sup>21</sup> Memo regarding Herring River Restoration Executive Counsel membership



July 10, 2014

Sent by Electronic Mail

Charleen Greenhalgh  
Acting Town Administrator and Town Planner  
Town of Truro  
P.O. Box 2030  
Truro, MA 02666  
Email: [assttownadm@truro-ma.gov](mailto:assttownadm@truro-ma.gov)  
Tel: 508.349.7004 ext. 27

**RE: Supplemental Engineering Analysis/Cost Estimating**

Dear Ms. Greenhalgh,

Woods Hole Group offers this proposal for supplemental services to develop a refined engineering approach and cost estimate for culvert repair/replacement related to the East Harbor project. As discussed and presented to Selectmen on June 17, the initial cost estimates for replacing the culvert are higher than anticipated. One way to refine the cost estimates is to consider alternative construction methods/approaches. Since there is insufficient information needed to develop reliable approaches/estimates for repair alternatives and methodologies, a supplemental scope of work is required as indicated below. This proposal includes subcontract services from Fuss & O'Neill team to help develop this information.

**SCOPE OF WORK**

**Task 1 – Conduct Field Visit for Visual Structural and Access Assessment**

- This alternative task would be to conduct a site visit by a structural engineer for a visual assessment of deficiencies and access conditions for video/manned entry inspection of the pipe structure. This field visit includes observations from the ground only; confined space entry is not included for this task (to be conducted perhaps at a later date under separate engineering scope).
- This site visit will provide improved information for the constructability assessment and comparative repair evaluations in the Task 2.
- This site visit would also be a required prerequisite for the inspection under Alternate Task 3 below, to confirm site access conditions and reduce the risk that an inspection crew would be mobilized only to find an inspection cannot be conducted due to unanticipated conditions.

## **Task 2 – Conduct Desktop Repair Alternatives Analysis**

- Conduct kickoff conference call between Woods Hole Group, Fuss & O’Neill and the Town to review available information, project scoping/requirements and outline anticipated repair approaches to be evaluated.
- Conduct constructability review meetings with qualified contractors. This meeting will be at Fuss & O’Neill offices to discuss alternative repair approaches (e.g., open cut, slip line, pipe bursting) to assess general advantages/disadvantages risks and costs. Information from these meetings will inform the comparative analysis below.
- Complete a preliminary alternatives evaluation of two (2) conceptual repair approaches. This evaluation will develop a prioritized work sequence targeting known deficiencies at respective locations, for two alternative repair approaches. A summary memorandum will be developed documenting information provided for the analysis, describing the repair strategies, identifying itemized repair practices at respective locations, and providing estimated ranges for respective repair lifetimes. Line item opinions of construction cost will be developed for the deficiencies and repair approaches, reflecting a targeted/prioritized approach described in the memorandum. Conceptual plan/profile sketches will be developed for the two repair approaches, corresponding to the developed costs/narrative descriptions. Recommended next steps for further evaluation/analysis will be provided. This task is limited to a preliminary, comparative evaluation of potential repair alternatives, with a goal of identifying a preferred repair approach; it does not include a detailed report, drawings, specifications or structural evaluations beyond those needed for purposes of cost estimation.
- Transmit draft materials, and finalize to address comments. It is generally assumed that comments will be minimal in nature (e.g., minor edits, no reevaluations)
- Work products will be transmitted as PDF documents.

## **Alternate Task 3 – Conduct Manned Entry/Remote Vehicle Pipe Inspection**

This task is presented for planning purposes, but is not recommended at this time. The confined space inspection instead would be recommended as part of subsequent engineering efforts once a path forward is decided based upon Tasks 1 and 2 above. The scope of Alternative Task 3 is expected to include the following elements, subject to modification after completion of Tasks 1 and 2.

- This alternative task would be to conduct a confined space manned entry, and/or entry by remote camera vehicle technology to assess structural conditions inside the pipe and manhole/gate structures. This would include deployment of temporary planking/plates or other devices to block the culvert ends to provide suitable water flow conditions for the manned crew/inspection equipment.
- Interior conditions will be photo-documented by high resolution video and still imagery. A summary inspection report will be prepared describing the overall conditions and deficiencies, and providing a DVD of the video/images from the inspection.
- This task includes two days of field time for the installation of materials for access (Day 1) and the inspection (starts Day 1, finish Day 2).

- The budget for this task assumes authorization at the start of our work (i.e., before start of Task 1). If this task is initiated after Task 1, there will be additional effort to update the report, drawings and costs.

### **SCHEDULE**

The proposed work would be completed within 6-weeks of an authorization to proceed. It is assumed that results from this supplemental scope of work (Tasks 1 and 2 above) would be incorporated into the overall Woods Hole Group report.

### **ESTIMATED BUDGET**

The majority of work required for Tasks 1 and 2 above will be completed for the budgets below:

- Task 1: \$3,320
- Task 2: \$11,035

The proposal was assembled under the assumptions of a fixed price contract. The total cost of the work will not exceed \$14,355 without a change in scope approved by the client. This cost is inclusive of Fuss & O'Neill's subcontract services, standard Woods Hole Group 15% mark-up, and Woods Hole Group labor required to incorporate Fuss & O'Neill's findings into the overall report. Although not recommended at this time, the Alternate Task 3 budget for planning purposes would be on the order of \$15,000 additional for the type of survey/inspection outlined above. Invoices will be submitted monthly based upon percent complete, and payment is due within 30-days of the invoice date. Woods Hole Group reserves the opportunity to withhold work products or pursue legal action to obtain rightful payment.

We appreciate the opportunity to present this proposal, and look forward to continuing our work together on this project.

Sincerely,

The Woods Hole Group, Inc.



Robert P. Hamilton, Jr.  
V.P./Coastal Engineer

**WOODS HOLE GROUP, INC.  
SERVICES AGREEMENT**

This Services Agreement (this “**Agreement**”) is by and between Woods Hole Group, Inc., a Massachusetts corporation with its principal place of business at 81 Technology Park Drive, East Falmouth, MA 02536 (“**WHG**”) and the following client (“**Client**”):

CLIENT INFORMATION			
BILLING INFORMATION		SITE INFORMATION	
Company:	Town of Truro	Location:	Culvert connecting East Harbor/Pilgrim Lake, and specifically the Moon Pond portion south of High Head Road, to Cape Cod Bay
Address:	24 Town Hall Road	Address:	
City:	Truro	City:	
State/Province:	Massachusetts	State/Province:	
Postal Code:	02666	Postal Code:	
Country:	USA	Country:	
Contact:	Charleen Greenhalgh, Acting Town Administrator	Contact:	
Phone:	508.349.7004 x27	Phone:	
Fax:		Fax:	
Email:	assttownadm@truro-ma.gov	Email:	
VAT #: <i>(International only)</i>			

This Agreement consists of and incorporates the following three parts:

- (a) this cover page,
- (b) the terms and conditions attached hereto as **Appendix A**, and
- (b) each statement of work in the form of that attached hereto as **Appendix B** executed by both parties (each, a “**SOW**”).

In the event of any conflict between the terms and conditions of **Appendix A** and any terms set forth in a SOW, the terms of Appendix A will control, unless the SOW expressly states that the conflicting provision in the SOW is to control.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**WHG**

By: \_\_\_\_\_  
Robert Hamilton  
President  
Date: \_\_\_\_\_

**CLIENT**

By: \_\_\_\_\_  
Name (print): Mr. Jay Coburn  
Title: Chairman, Truro Board of Selectmen  
Date: \_\_\_\_\_

**WOODS HOLE GROUP, INC.  
SERVICES AGREEMENT  
TERMS AND CONDITIONS  
APPENDIX A**

These terms and conditions are a part of and are incorporated into the Services Agreement between WHG and the Client identified on the cover page to which these terms and conditions are attached. Capitalized terms not defined in these terms and conditions are defined on the cover page.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

**1. Retention.** Client retains WHG to provide the assessment and consulting services (“**Services**”) and deliver the deliverables (“**Deliverables**”) to Client described on the one or more SOWs to this Agreement executed by both parties, subject to the terms and conditions set forth in this Agreement

**2. SOWs.** Each SOW will define (a) the specific Services and/or Deliverables authorized by the Client, (b) the schedule or term of the engagement, (c) the applicable rates and charges therefor and whether the Services are to be performed on a time and materials or fixed price basis, and (d) other appropriate terms and conditions as warranted. Estimates of cost, time, and/or other items that may be included within a SOW are provided solely as a general guideline for Client. WHG will not incur charges in excess of the total cost estimated until an amendment to the SOW (Change Request) is approved in writing by both parties. Any changes requested by Client in the work agreed to in a fixed price SOW or changes in delivery dates which cause Company to incur additional expense will be paid by Client.

**3. Fees, Expenses and Payment.**

**3.1 Fees and Expenses.** If a SOW specifies fees on a time and materials basis, Client will pay WHG for its time expended in performing the Services based on the hourly rates and payment schedules set forth in the SOW. If the SOW specifies fees on a fixed price basis, Client will pay WHG in accordance with the payment schedule set forth in the SOW. In addition, Client will reimburse WHG for certain expenses incurred in connection with the

performance of Services, such as incidental expenses including courier charges, overnight delivery and printing and travel expenses including airfare, lodgings, transportation costs, and meals. All expenses will be invoiced to customer at WHG’s cost and will not exceed \$500 per instance without the written consent of Client.

**3.2 Invoicing and Payment.** Fees for each SOW will be due and payable in accordance with the payment schedule set forth on the SOW. Expenses will be due and payable net thirty (30) days of the invoice date. All payments will be made in U.S. currency. Any sum not paid by Client when due will bear interest until paid at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less. If any amount is not paid when due hereunder, without prejudice to any other rights or remedies WHG may have, WHG will be entitled to (a) suspend the provision of Services and delivery of Deliverables until it has received payment in full for all outstanding amounts and (b) recover from Client the costs and expenses incurred in connection with collecting the same (including without limitation costs of investigation and reasonable attorneys fees). Notwithstanding anything to the contrary in this Agreement, all rights granted to Client under this Agreement with respect to Deliverables delivered under each SOW are conditioned upon Client’s payment in full of all amounts due under the SOW.

**4. Termination.**

**4.1** Either party may terminate this Agreement and/or any SOW in effect, for any or no reason, upon thirty (30) days written notice.

**4.2** Either party may terminate this Agreement or any SOW if the other party breaches any of the terms and conditions of this Agreement and fails to cure the breach within fifteen (15) days of written notice.

**4.3** Upon termination, Client will pay for time, materials and project related expenses incurred through such termination as defined within each SOW. If the SOW specifies fees on a fixed fee basis, the fees payable will be

determined by WHG on a pro-rata basis based on the number of hours of Services actually rendered versus the total number of hours estimated to complete the Services. Additionally, if this Agreement or any SOW is terminated by WHG for cause or by Client for convenience, Client will promptly reimburse WHG for its reasonable costs incident to such termination, including without limitation the cost of return travel for WHG personnel.

**4.4** Sections 4, 4.3, 4.4 and 5 through 11 of these terms and conditions will survive any termination of this Agreement.

## **5. Ownership.**

**5.1 Deliverables.** Except as set forth in Section 5.2, WHG hereby assigns to Client the rights, title, and interest in and to any Deliverables delivered under this Agreement.

**5.2 WHG Technology.** All technology, source code, and know-how owned, developed, or licensed by WHG prior to this Agreement or developed outside of this Agreement and used and/or modified by WHG to fulfill its obligations under this Agreement (collectively, "**WHG Technology**") will remain the sole and exclusive property of WHG. To the extent that any Deliverable embodies or reflects any WHG Technology, WHG hereby grants to Client a perpetual, non-exclusive, worldwide, fully paid up, royalty-free license for the use, copy, display, reproduction, and performance of such WHG Technology for Client's internal business use in connection with the Deliverable only.

## **6. Warranties.**

**6.1 Warranty.** WHG warrants that the Services provided hereunder will be performed with that level of skill and care ordinarily exercised in WHG's profession. Client's sole and exclusive remedy for breach of the foregoing warranty will be, at WHG's option, re-performance of the Services or termination of the applicable SOW and return of the portion of the fees paid to WHG by Client for the non-conforming Services.

**6.2 No Other Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. THIS DISCLAIMER AND EXCLUSION WILL APPLY

EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

## **7. Confidentiality.**

**7.1** For the purposes of this Agreement, "**Confidential Information**" means all confidential and proprietary information of a party which is identified as being "confidential" or "proprietary" or which a reasonable recipient should expect to be confidential, given the manner or circumstances of its disclosure. The WHG Technology constitutes WHG's Confidential Information. Each party will (a) not use for its own benefit or knowingly disclose to, or use for the benefit of, any other person any Confidential Information without the other party's prior written consent; (b) use at least the same degree of care and caution to protect the other party's Confidential Information from disclosure that it employs with respect to its own confidential information, and in any event reasonable care and caution; (c) disclose Confidential Information only to those of its employees or contractors who require access to it in order for the party to be able to perform its obligations under this Agreement; and (d) take appropriate action by instruction, agreement or otherwise with persons allowed such access to satisfy the foregoing obligations. This section will not apply to any information which (i) is or becomes publicly available through no fault of the receiving party; (ii) is already in the receiving party's possession without restriction on disclosure when disclosed by the disclosing party; (iii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (iv) is rightfully obtained by the receiving party from a third party without violating the rights of the disclosing party.

**7.2** Upon termination of this Agreement and at anytime upon request, each party will return to the other party any and all copies of the material containing the other party's Confidential Information.

**8. Non-Solicitation.** During the term of this Agreement and for a period of one (1) year thereafter, Client will not solicit for hire or engagement, or cause others to solicit for hire or engagement, directly or indirectly, as an employee or independent contractor, any employee or contractor of WHG who is involved in the performance of Services under this

Agreement. The term "solicit for hire or engagement" specifically excludes any broad-based effort to attract applicants if not specifically targeted to or specifically designed to attract WHG's employees or contractors.

**9. Publicity.** WHG may include Client's name and general case study information within WHG marketing material provided that such listing does not state or imply that Client endorses WHG or its services. Any other use of Client's name will be subject to Client's prior written approval. Client will provide WHG an opportunity to place the WHG logo on the Deliverables.

**10. Limitation of Liability.** IN NO EVENT WILL WHG, ITS SUPPLIERS OR ITS SUBCONTRACTORS BE LIABLE FOR (a) ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST OR DAMAGED DATA, OR ANY INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE OR (b) ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE EQUIPMENT OR SERVICES, IN EACH CASE, EVEN IF WHG ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. ALL LIABILITY OF WHG, ITS SUPPLIERS AND ITS SUBCONTRACTORS UNDER EACH SOW AGREEMENT WILL BE LIMITED TO THE AMOUNTS PAID BY CLIENT TO WHG UNDER THE SOW GIVING RISE TO SUCH LIABILITY FOR THE SERVICES THAT WERE PROVIDED THEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY.

**11. Miscellaneous.** This Agreement (including without limitation the cover page, these terms and conditions, and each SOW executed by the parties) constitutes the entire agreement, and supersedes all prior

negotiations, understandings or agreements (oral or written), between the parties concerning its subject matter. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. No change, modification or waiver to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable, including without limitation by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision will be deemed to be modified to permit its enforcement to the maximum extent permitted by law. If performance on the part of either party (other than performance of payment obligations) is delayed or suspended as a result of circumstances beyond its reasonable control, then the period for performance will be extended to the extent of any such delay and neither party will incur any liability to the other party as a result of such delay or suspension. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in Massachusetts, USA, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys fees. Headings are for convenience of reference only and will in no way affect interpretation of the Agreement. This Agreement may be signed in multiple counterparts, which, taken together, will be considered one original. Facsimile signatures, signatures on an electronic image (such as .PDF or .JPG format), and electronic signatures will be deemed to be original signatures.

*[End of Terms and Conditions]*

**WOODS HOLE GROUP, INC.  
STATEMENT OF WORK  
APPENDIX B**

This statement of work (this "SOW"), when executed by both parties, will be a part of and incorporated into the Services Agreement between WHG and Client (the "**Agreement**").

**Client: Town of Truro**

**Project: 2013-0084**

Description: Perform Supplemental Structural Evaluation and Develop Refined Cost Estimates

Woods Hole Group offers this proposal for supplemental services to develop a refined engineering approach and cost estimate for culvert repair/replacement related to the East Harbor project. As discussed and presented to Selectmen on June 17, the initial cost estimates for replacing the culvert are higher than anticipated. One way to refine the cost estimates is to consider alternative construction methods/approaches. Since there is insufficient information needed to develop reliable approaches/estimates for repair alternatives and methodologies, a supplemental scope of work is required as indicated below. This proposal includes subcontract services from Fuss & O'Neill team to help develop this information.

### **SCOPE OF WORK**

#### **Task 1 – Conduct Field Visit for Visual Structural and Access Assessment**

- This alternative task would be to conduct a site visit by a structural engineer for a visual assessment of deficiencies and access conditions for video/manned entry inspection of the pipe structure. This field visit includes observations from the ground only; confined space entry is not included for this task (to be conducted perhaps at a later date under separate engineering scope).
- This site visit will provide improved information for the constructability assessment and comparative repair evaluations in the Task 2.
- This site visit would also be a required prerequisite for the inspection under Alternate Task 3 below, to confirm site access conditions and reduce the risk that an inspection crew would be mobilized only to find an inspection cannot be conducted due to unanticipated conditions.

#### **Task 2 – Conduct Desktop Repair Alternatives Analysis**

- Conduct kickoff conference call between Woods Hole Group, Fuss & O'Neill and the Town to review available information, project scoping/requirements and outline anticipated repair approaches to be evaluated.
- Conduct constructability review meetings with qualified contractors. This meeting will be at Fuss & O'Neill offices to discuss alternative repair approaches (e.g., open cut, slip line, pipe bursting) to assess general advantages/disadvantages risks and costs. Information from these meetings will inform the comparative analysis below.
- Complete a preliminary alternatives evaluation of two (2) conceptual repair approaches. This evaluation will develop a prioritized work sequence targeting

known deficiencies at respective locations, for two alternative repair approaches. A summary memorandum will be developed documenting information provided for the analysis, describing the repair strategies, identifying itemized repair practices at respective locations, and providing estimated ranges for respective repair lifetimes. Line item opinions of construction cost will be developed for the deficiencies and repair approaches, reflecting a targeted/prioritized approach described in the memorandum. Conceptual plan/profile sketches will be developed for the two repair approaches, corresponding to the developed costs/narrative descriptions. Recommended next steps for further evaluation/analysis will be provided. This task is limited to a preliminary, comparative evaluation of potential repair alternatives, with a goal of identifying a preferred repair approach; it does not include a detailed report, drawings, specifications or structural evaluations beyond those needed for purposes of cost estimation.

- Transmit draft materials, and finalize to address comments. It is generally assumed that comments will be minimal in nature (e.g., minor edits, no reevaluations)
- Work products will be transmitted as PDF documents.

### **Alternate Task 3 – Conduct Manned Entry/Remote Vehicle Pipe Inspection**

This task is presented for planning purposes, but is not recommended at this time. The confined space inspection instead would be recommended as part of subsequent engineering efforts once a path forward is decided based upon Tasks 1 and 2 above. The scope of Alternative Task 3 is expected to include the following elements, subject to modification after completion of Tasks 1 and 2.

- This alternative task would be to conduct a confined space manned entry, and/or entry by remote camera vehicle technology to assess structural conditions inside the pipe and manhole/gate structures. This would include deployment of temporary planking/plates or other devices to block the culvert ends to provide suitable water flow conditions for the manned crew/inspection equipment.
- Interior conditions will be photo-documented by high resolution video and still imagery. A summary inspection report will be prepared describing the overall conditions and deficiencies, and providing a DVD of the video/images from the inspection.
- This task includes two days of field time for the installation of materials for access (Day 1) and the inspection (starts Day 1, finish Day 2).
- The budget for this task assumes authorization at the start of our work (i.e., before start of Task 1). If this task is initiated after Task 1, there will be additional effort to update the report, drawings and costs.

### **SCHEDULE**

The proposed work would be completed within 6-weeks of an authorization to proceed. It is assumed that results from this supplemental scope of work (Tasks 1 and 2 above) would be incorporated into the overall Woods Hole Group report.

**ESTIMATED BUDGET**

The majority of work required for Tasks 1 and 2 above will be completed for the budgets below:

- Task 1: \$3,320
- Task 2: \$11,035
- Alternate Task 3: Not recommended at this time

The proposal was assembled under the assumptions of a fixed price contract. The total cost of the work will not exceed \$14,355 without a change in scope approved by the client. This cost is inclusive of Fuss & O'Neill's subcontract services, standard Woods Hole Group 15% mark-up, and Woods Hole Group labor required to incorporate Fuss & O'Neill's findings into the overall report. Although not recommended at this time, the Alternate Task 3 budget for planning purposes would be on the order of \$15,000 additional for the type of survey/inspection outlined above. Invoices will be submitted monthly based upon percent complete, and payment is due within 30-days of the invoice date. Woods Hole Group reserves the opportunity to withhold work products or pursue legal action to obtain rightful payment.

ACCEPTED AND AGREED:

**WHG**

**CLIENT**

By: \_\_\_\_\_  
Robert Hamilton  
President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name (print): Mr. Jay Coburn\_\_\_\_\_  
Title: Chairman, Truro Board of Selectmen\_\_\_\_\_  
Date: \_\_\_\_\_



**Massachusetts**  
**Housing**  
**Partnership**

August 7, 2014

Charleen Greenhalgh, Acting Town Administrator  
Town of Truro  
Carl Brotman, Chair  
Truro Housing Authority  
P.O. Box 2030  
Truro, MA 02666



160 Federal Street  
Boston, Massachusetts 02110  
Tel: 617-330-9955  
Fax: 617-330-1919

Dear Charleen and Carl:

MHP is pleased to have the opportunity to work with you to support affordable housing development in Truro. This letter will detail the scope of work involved in our consulting engagement with the Truro Housing Authority and when signed, it will serve as an agreement between us.

462 Main Street  
Amherst, Massachusetts 01002  
Tel: 413-253-7379  
Fax: 413-253-3002

### *Scope of Services*

MHP will provide the scope of services described below, with our work organized into two phases:

[www.mhp.net](http://www.mhp.net)

#### *Phase 1: Pre-development Assessment of 340 Route 6:*

- MHP will assist the Town and Housing Authority with the following tasks:
  1. Hire and oversee an engineer for a site feasibility study at a maximum expense of \$7,500.
  2. Prepare for discussion alternative project scenarios based on site feasibility, community needs and financial realities
  3. Create a project timeline and identify the tasks necessary to successfully complete the pre-development process

#### *Phase 2: Secure Project Developer*

- MHP will assist the Town and Housing Authority with the following tasks:
  1. Provide pros and cons of land lease and conveyance for disposition of land
  2. Create a detailed list of tasks and responsible party for the disposition of the land
  3. Draft a Request for Proposals for developer
  4. Assist review committee in the review of proposals

The Town or Housing Authority will:

1. Confirm the availability of water to the site
2. Actively participate in discussion of alternative project scenarios

3. Pursue additional due diligence if warranted by initial site feasibility, including but not limited to endangered species identification, soil testing, etc.
4. Ongoing: public education and support

*Personnel*

The MHP project manager for this project is Laura Shufelt with additional assistance and oversight provided by Susan Connelly.

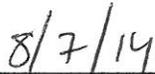
The Town and Housing Authority's contacts are Charleen Greenhalgh and Carl Brotman respectively. Carl Brotman will be the primary contact for MHP.

*Termination*

Either party may terminate this contract for any reason with seven days' written notice to the other. Should the contract be terminated, all liabilities of both parties will cease.

We look forward to working with you on this project.

  
\_\_\_\_\_  
Susan Connelly  
Director of Community Housing Initiatives

  
\_\_\_\_\_  
Date

Signed and accepted:

\_\_\_\_\_  
Town of Truro

\_\_\_\_\_  
Date

\_\_\_\_\_  
Truro Housing Authority

\_\_\_\_\_  
Date



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

This agreement, made the 26th day of August, 2014 by and between Cape Cod Oil Company, mailing address of PO Box 993, Provincetown, MA 02657 herein called the “Contractor” and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the “Town”.

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

**Article 1. Scope of Work**

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

“Invitation for Bids for the supply and delivery of #2 Fuel Oil to Barnstable County and other political subdivisions for the period of July 1, 2014 through June 30, 2015” issued on August 26th, 2014.

**Article 2. Time Period**

The contract is for the period of July 1, 2014 through June 30, 2015.

**Article 3. Contract Sum**

Estimated Usage: 9,990 gallons

Price per gallon: \$0.30 OEP

**Article 4. Time of Payment**

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

**Article 5. Contract Documents**

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

**Article 6. Termination for Cause**

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

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

**Town of Truro**

---

**Michael Tasha**  
**President & Owner**

---

**Jay Coburn**  
**Chair, Board of Selectmen**



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

AUGUST 26, 2014

THE FOLLOWING PEOPLE ARE SEEKING RE-APPOINTMENTS TO  
COMMITTEES/COMMISSIONS AND BOARDS LISTED  
*THREE YEAR TERMS UNLESS INDICATED OTHERWISE*

- STEVE WISBAUER-SHELLFISH ADVISORY COMMITTEE AS AN ALTERNATE
- MARJORIE CHILDS-COMMISSION ON DISABILITY
- PAT PAJARON-EMERGENCY MANAGEMENT DIRECTOR
- BERNARD ROBBINS-COA BOARD

MEMBERS NOT SEEKING RE-APPOINTMENT

- JOHANNA FULLAM –BOARD OF ASSESSORS
- RUSS BRAUN-BIKE AND WALKWAYS, ALTERNATE



RECEIVED  
SELECTMENS OFFICE  
AUG 15 2014  
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: Marjorie A. Childs HOME TELEPHONE: \_\_\_\_\_

ADDRESS: 9 Mosesway N.T. WORK PHONE: \_\_\_\_\_

MAILING ADDRESS: Po Box 218 NT 02652 E-MAIL: \_\_\_\_\_

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

Commission on Disabilities

SPECIAL QUALIFICATIONS OR INTEREST: I am a candidate for reappointment. As an employee working at the Council on Aging, I have knowledge of the difficulties that our frail elders.

COMMENTS: experience on a day to day basis. Many are vision + hearing impaired as well as having mobility issues. I am an important liason for those elders on this Commission. Thank you in advance for your consideration.

SIGNATURE: Marjorie Childs DATE: 8/13/14  
\*\*\*\*\*

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

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

NAME: Bernard F. Robbins HOME TELEPHONE: \_\_\_\_\_

ADDRESS: 41 Sylvan Lane Truro MA WORKPHONE: 02666

MAILING ADDRESS: Po BX 2025 E-MAIL:

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

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

many years of <sup>service</sup> on this board  
Building comm for new community center  
Volunteering since 1996

RECEIVED  
SELECTMEN'S OFFICE  
AUG 12 2014  
TOWN OF TRURO  
MASSACHUSETTS

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

enjoy being part of the work of helping the  
senior community

SIGNATURE: Bernard F. Robbins DATE: 8/12/14  
\*\*\*\*\*

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

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

NAME: STEVE WISBAUER HOME TELEPHONE: \_\_\_\_\_

ADDRESS: 4 DEER PATH TRURO WORK PHONE: \_\_\_\_\_

MAILING ADDRESS: PO BOX 123 E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: SAC  
Shellfish Advisory Committee

SPECIAL QUALIFICATIONS OR INTEREST: RENEWAL

RECEIVED SELECTMENS OFFICE
JUL 30 2014
TOWN OF TRURO MASSACHUSETTS

COMMENTS: RENEWAL

SIGNATURE: [Signature] DATE: 7/30/14

\*\*\*\*\*

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

---

**From:** Dana Pazolt  
**To:** ntudor@truro-ma.gov  
**Date:** 08/18/2014 05:49 PM  
**Subject:** Re: Resignation from Shellfish Advisory Committee

---

Sorry I was at sea. Yes ,I do in fact wish to resign from the shellfish committee. Thank you for all of your past and immediate help and consideration,  
Sincerely,  
Dana Pazolt

On Mon, Aug 18, 2014 at 8:42 AM, Nicole Tudor <[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)> wrote:

Dana, Would you kindly respond that you are indeed resigning from the Shellfish Advisory Committee. The normal procedure is for an original written notification to the Clerk's office.

Thanks for your time Dana.

Nicole

Nicole Tudor  
Selectmen's Office  
Licensing Agent/Administrative Secretary  
Truro Town Hall  
24 Town Hall Rd  
PO Box 2030  
Truro, MA 02666  
Phone:  [\(508\)349-7004 Ext 10](tel:(508)349-7004)  
Fax:  [\(508\)349-5505](tel:(508)349-5505)  
[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)  
[www.truro-ma.gov](http://www.truro-ma.gov)

<

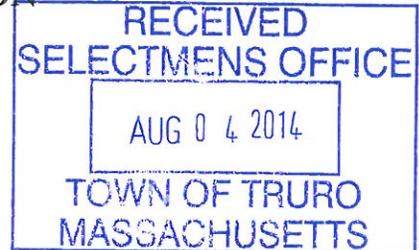
>



# TOWN OF TRURO

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

## SHELLFISH GRANT APPLICATION



IF MAILING: SEND VIA REGISTERED MAIL TO:

Board of Selectmen, Town Hall, P.O. Box 2030, Truro, MA 02666

(NOTICE: Prior to submitting this application, it is important that you read the attached Shellfish Grant Regulations involving the development of a Grant.)

(PLEASE PRINT)

NAME OF APPLICANT: PAZOLH DAWA W  
Last First Middle I.

ADDRESS: Box 124 W. Truro MA 02652  
Mailing Street 643 Shore Rd

E-MAIL \_\_\_\_\_

TELEPHONE : (Cell) \_\_\_\_\_ (g.) \_\_\_\_\_

### PROPOSED LOCATION OF GRANT:

(Describe below the specific measurements in feet of the desired area using land boundaries, when possible. Attach a sketch or a locus map indicating said boundaries and total square feet.)

*654 Shore Rd as previously approved*

Shellfish Grant Application (Page 2)

TYPE OF GRANT REQUESTED:

- A. Under MGL C.130, Sec. 57 (on bottom)
- B. Under MGL C. 130, Sec 57 (off bottom)
- C. Note other Sections if applicable

PRIMARY SITE REQUESTED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL AREA REQUESTED: 1 Acre

PREVIOUS SHELLFISHING EXPERIENCE: 3 years

HOW LONG HAVE YOU LIVED IN TRURO\*? ~~4~~ 53 years

\*You must be a bona fide domiciled resident of Truro to apply for a Grant.

PROPOSED DEVELOPMENT PLAN: Describe below, in detail, your plans for development of Aquaculture and/or grant site over a one-, two-, and three-year term. The specifications should include number of rafts, racks and floats, size, construction material, and square feet of working area needed in Aquaculture area. Plans shall include shellfish by species, amount and sizes intended to introduce to the waters and/or substratum.

(Use additional paper if necessary and attach hereto.) Come See.

NAME: DANA PAROLT

GRANT NUMBER: 1

I. TYPES OF SHELLFISH TO BE RAISED:

Oysters

II METHOD OF PROPAGATION: Oystergro + Bottom culture

III MEANS OF ACCESS: ATV Boat + Quad + with trailer

IV EQUIPMENT TO BE USED: Oystergro Floating Cases

V DATES:

Dana Parolt  
APPLICANT

8/1/2014  
DATE

Atly R. Jackett  
SHELLFISH CONSTABLE

8/3/2014  
DATE

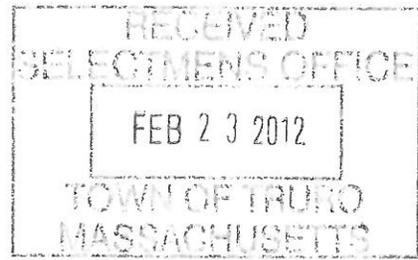
AFTER COMPLETED, SIGNED AND APPROVED BY THE SHELLFISH CONSTABLE, THIS FORM WILL BE FORWARDED TO THE SELECTMEN.

(Adopted on Feb. 22, 1991)

(5/15/14 updated)



Town of Truro  
Truro Town Hall  
Post Office Box 2030  
Truro, Massachusetts 02666



Phone: (508) 349-3635  
Fax: (508) 349-7720

### SHELLFISH GRANT APPLICATION

SEND VIA REGISTERED MAIL TO: Board of Selectmen, Town Hall, P.O. Box 2030,  
Truro, MA 02666

NOTICE: Prior to submitting this application, it is important that you read the Shellfish Grant Regulations involving the development of a Grant, attached hereto.

(PLEASE PRINT)

NAME OF APPLICANT: PAZOLT DANA WARREN  
Last First Middle

ADDRESS: Box 126 .643 Shore Rd, North Truro, MA  
Mailing Street 02652

TELEPHONE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

PROPOSED LOCATION OF GRANT: (Describe below the specific measurements in feet of the desired area using land boundaries, when possible. Attach a sketch or a locus map indicating said boundaries and total square feet.)

See Attached Floating Plan

Size is approx 120' x 400' = 1.10 Acres

NAME: DANA E LISA PAZOLLO, Jason Thew

GRANT NUMBER: \_\_\_\_\_

I. TYPES OF SHELLFISH TO BE RAISED:

Oysters

II. METHOD OF PROPAGATION:

Oyster grow / system

III. MEANS OF ACCESS:

By water using the Black Sheep and a tender

IV. EQUIPMENT TO BE USED:

Oyster grow Floating cages as well as on Bottom  
winter storage

V. DATES:

Jan 1 - Jan 1

Dana Pazollo

APPLICANT

Feb 22, 2012

DATE

Anthony R. Jackett

SHELLFISH CONSTABLE

February 21, 2012

DATE

After completed, signed and approved by the Shellfish Constable, this form will be forwarded to the Selectmen.

(Adopted on February 22, 1991)

(9/96 shlfish.forms)

TYPE OF GRANT REQUESTED:

- A. Under MGL Ch. 130, Section 57 (on-bottom)
- B. Under MGL Ch. 130, Section 57 (off-bottom)
- C. Note other Sections, if applicable

PRIMARY SITE REQUESTED: 654 Shore Rd

1 Acre of Intertidal land within the intertidal  
land owned by the Sea Gull Trust

TOTAL AREA REQUESTED: 1 Acre

PREVIOUS SHELLFISHING EXPERIENCE: 35 years Commercial Lobsterman

HOW LONG HAVE YOU LIVED IN TRURO? 51 years

PROPOSED DEVELOPMENT PLAN: Describe below, in detail, your plans for development of Aquaculture and/or grant site over a one, two and three-year term. The specifications should include number of rafts, racks and floats, size, construction material, and square feet working area needed in Aquaculture area. Plans shall include shellfish by species, amount and sizes intended to introduce to the waters and/or substratum.

(Use additional paper and attach hereto.)

You must be a bona fide domiciled resident of Truro to apply for a Grant.

Thirty oyster grow cases, Anchored on Trawls  
within the land boundaries of the Sea Gull Trust



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

AQUACULTURE LICENSE

Number 1

We, the Truro Board of Selectmen, in accordance with the provisions of Chapter 130 of the General Laws, and all other powers thereto enabling, do grant to Dana W. PazoIt of Truro, Massachusetts, for the term of two years, beginning July 18., 2012, a license to plant, grow, cultivate and harvest shellfish at all times during the term of this license in and upon the flats and waters situated in Cape Cod Bay, on a certain parcel of land bounded and

described as follows: Located offshore from 654 Shore Road, an acre of Intertidal land within the Intertidal land owned by the Sea Gull Trust at 42° 03.455 + 070° 08.757' at the South East Corner, 42° 03.461 + 070°08.783' at the South West Corner, 42°03.512+070°08.739' at the North West Corner, 42°03.503'+070°08.716' at the North East Corner and running parallel to the shore East from the Provincetown/Truro town line .

The above described parcel contains an area of 1 acres, more or less, and is shown on a plan entitled/dated Sketch plan of land in Truro, Massachusetts prepared for the Seagull Trust, dated November 15, 1991

This license is granted under the provisions of MGL Chapter 130 and in accordance with the Aquaculture Regulations of the Town of Truro, which are made a part hereof by reference.

Brian Duvigne  
[Signature]  
[Signature]  
[Signature]  
Board of Selectmen  
Town of Truro

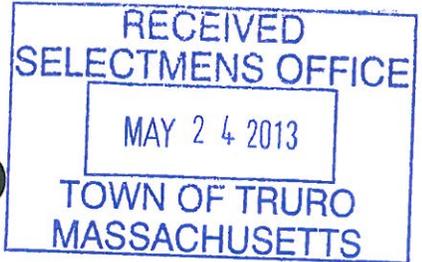
July 18, 2012  
Date



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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



## ANNUAL AQUACULTURE LICENSE REPORT

LICENSE NUMBER: # 1

LOCATION: 654 Shore Road

MGL Chapter 30, Section 65 requires each license holder to submit an oath, on or before December 31 of each year, a report of the total number of shellfish planted, produced or marketed during the preceding year, and an estimate of the total number of each kind of shellfish at the time of such report planted or growing thereon.

Amount and kind planted: 328,000 oysters 2012  
100,000 " 2013

Amount and kind harvested: 0

Amount and kind currently on site: Best Guess 200,000

Signature of Grant Holder Dana Pay

Date: 5/23/2013



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## ANNUAL AQUACULTURE LICENSE REPORT

LICENSE NUMBER: 1

LOCATION: 654 Shore Rd

MGL Chapter 30, Section 65 requires each license holder to submit an oath, on or before December 31 of each year, a report of the total number of shellfish planted, produced or marketed during the preceding year, and an estimate of the total number of each kind of shellfish at the time of such report planted or growing thereon.

Amount and kind planted: 100,000 Fishers Island 3/4 inch Apr. 30.

200,000 Mook Sea Farm 2mm Seed To Come June 1

Amount and kind harvested: oyster 5,000 to date

Amount and kind currently on site: oyster 500,000 To date

Signature of Grant Holder Dana Payl

Date: 5/15/2014

**AGREEMENT BETWEEN  
THE TOWN OF TRURO  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 1462**

This Agreement entered into by the Town of Truro, acting by and through its Board of Selectmen, hereinafter referred to as the Employer, and Local 1462, State, Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, employees of the Truro Department of Public Works (DPW), hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

**JULY 1, 2014 to JUNE 30, 2015**

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ARTICLE I: RECOGNITION:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all employees of the Truro DPW Bargaining Unit.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE II: UNION DUES:

The Employer agrees to deduct the Union membership initiation fee assessment and, once each month, dues from the pay from those employees who have submitted a written authorization, provided the Employer may immediately cease making such deduction at any time on behalf of an employee who submits a revocation of authorization.

The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the treasurer of the preceding month, after such deductions are made. The Employer shall incur no liability for the loss of dues monies after depositing same properly addressed to the Union in the U.S. mail.

The Employer shall require as a condition of employment during the life of this Collective Bargaining Agreement that an employee who chooses not to be a member of the Union make payment of a service fee to the Union commencing on or after the thirtieth (30) day following the beginning of this employment or the effective date of this Agreement whichever is later.

The Employer agrees that the Treasurer of the Town of Truro shall make the required payroll deductions from the wages of employees of the DPW as provided for herein, and pay said deductions to the Union as an agency service fee in conformity with the provisions of Massachusetts General Laws, Chapter 150E, Section 12.

In consideration of the Town's agreement to an agency fee provision, the Union hereby agrees to indemnify the Town, its agents, officers and employees and hold them harmless from any and all claims, demands, suits, back pay, interest, or another forms of liability however denominated which may arise out of, or by reason of any action by the Town, its agents, officers and employees in entering into or taken to enforce, or defend its enforcement of, said provision including discharge for nonpayment, including all legal fees, costs and damage awards incurred by the Town, its agents, officers and employees.

No request to dismiss or suspend an employee for nonpayment of an agency service fee shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of General Laws. Chapter 150E, Sections 12 and 456 CMR 17:00.

ARTICLE III: GRIEVANCE AND ARBITRATION PROCEDURE:

A grievance is defined as a dispute concerning the interpretation or application of an express provision of this agreement. While nothing in this agreement shall contravene or discourage an informal attempt to discuss and settle issues between employee and supervisor, it is understood that the grievance procedure shall be utilized only after other methods of informal settlement are unsuccessful.

The formal grievance steps are as follows:

**Step 1:** The Union Steward and/or representative shall submit a written grievance to the DPW Director within seven

(7) calendar days of the occurrence giving rise to the grievance. The grievance shall be signed by the aggrieved employee and his Union representative and shall be dated and shall specify (1) the facts, (2) the contract provision(s) violated, and (3) the remedy sought.

Within seven (7) calendar days after the filing, the Director shall arrange for a conference with the aggrieved employee and the employee's Union representative to discuss the grievance. With the advance approval of the Director, which shall not be unreasonably withheld, the Union may bring other persons to the conference/meeting who are essential to providing the Town with an understanding of the grievance. Within seven (7) calendar days after the conference/meeting(s) have concluded, the Director shall provide the Union with a written answer. If no written answer is provided within the specified time frame, the grievance shall be deemed denied.

**Step 2:** If a grievance is not resolved after Step 1, and the Union so notifies the Town Administrator within ten (10) calendar days of receiving written answer to Step 1 or within ten (10) calendar days of the date the written response was due (whichever is earlier), a conference/meeting shall be arranged by the Town Administrator with the aggrieved employee and the employee's Union representative to discuss the grievance within ten (10) calendar days of said request. (Matters that are emergency in nature shall, if feasible, be expedited). With the advance approval of the Town Administrator, which shall not be unreasonably withheld, the Union may bring other persons to the conference/meeting who are essential to providing the Town with an understanding of the grievance. The Town Administrator shall provide the Union with a written answer to the grievance within ten (10) calendar days after the completion of the conference/meeting. If no written answer is provided within the specified time frame, the grievance shall be deemed denied.

**Step 3:** If a grievance is not resolved after Step 2, and the Union so notifies the Board of Selectmen within fifteen (15) calendar days of receiving a written answer to Step 2 or within fifteen (15) calendar days of the date the written response was due (whichever is earlier), a conference/meeting shall be arranged by the Board of Selectmen with the aggrieved employee and the employee's Union representative to discuss the grievance within fifteen (15) calendar days of said request. With the advance approval of the Chairperson of the Board of Selectmen, which shall not be unreasonably withheld, the Union may bring other persons to the conference/meeting who are essential to providing the Town with an understanding of the grievance. Said conference/meeting before the Board of Selectmen shall be in executive session unless both parties agree to an open session. The Board of Selectmen shall provide the employee with a written answer to the grievance within fifteen (15) calendar days after the completion of the conference/meeting. If no written answer is provided within the specified time frame, the grievance shall be deemed denied.

**Step 4:** If a grievance is not resolved upon completion of Step 3, the Union (but not an individual employee) may invoke arbitration by filing a demand for the same with the Labor Relations Connection within thirty (30) days after receipt of a decision by the Board of Selectmen or within thirty (30) calendar days of the date the written response was due (whichever is earlier), with all fees being shared equally by both parties. Except as noted under "Arbitration procedures", below, the decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. If either party desires a verbatim record to be made, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Limits on grievance/arbitration. The following matters shall not be subject to grievance or arbitration under this Agreement:

- a. Any matter involving the exercise of discretion or management rights by an agent of the Town;
- b. The granting of a merit pay increase;
- c. The dismissal or discipline of a probationary employee;
- d. The substance of an evaluation;

Arbitration procedures.

- a. Any decision which requires the payment of monies that are not available without proper budgetary action shall not be acted upon until the necessary budgetary action is taken by Town Meeting. If necessary, the decision will be acted upon at the next Annual or Special Town Meeting.
- b. The decision of the arbitrator shall not be arbitrary or capricious or violate, misinterpret, or misapply any state or

federal laws or regulations or this Agreement.

c. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree in writing to modify the scope of the hearing.

d. The arbitrator's decision may be reviewed under G.L. c. 150C.

#### ARTICLE IV: DISCRIMINATION AND COERCION:

There shall be no discrimination by the Union or Employer against any employee because of race, creed, color, national origin, age, sexual orientation, gender, disability or Union activity.

If a remedy is available for any of these forms of discrimination in another forum (other than the grievance and arbitration provisions of this Agreement), that forum shall be the exclusive forum for pursuing the claim.

#### ARTICLE V: TEMPERATURE:

Except in cases of emergency, when the temperature becomes oppressive, either hot or cold, the continuance of work for the duration of the shift will be at the discretion of the Director. Should the Director order the suspension of work for the remainder of the shift, the employees so relieved will be paid straight time rates to the end of the shift. However, the director may reassign the men to areas where the heat or cold is not so oppressive as to warrant consideration of relief from work.

#### ARTICLE VI: HOURS OF WORK:

The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

The workweek shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday, with a one-half hour lunch, inclusive, except for employees in continuous operations, discussed below. The normal workday shall consist of eight (8) consecutive hours, 7:00am to 3:00pm, within the twenty-four (24) hour period. The Transfer Station will be open 7:30am to 3:30pm. Each employee shall be scheduled to work a shift with regular starting and quitting times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer. Hours for the classification of Transfer Station attendant, and other employees assigned to the Transfer Station facility shall be submitted by the Town and shall become part of this contract.

**Seven (7) days per week**, Transfer Station will be open as management requires on a (5/2) schedule, exclusive of holidays noted below, and Shifts will be bid by seniority among those employees already employed by the DPW at the Transfer Station. Shifts shall include two consecutive days leave.

On slow days, Transfer Station personnel may be reassigned to other jobs within the Department; and Saturdays will normally have up to three (3) employees assigned to the Transfer Station, at the discretion of the DPW Superintendent:

For the purposes of interpreting Transfer Station hours of work under this Agreement, the sixth consecutive work day will be considered the same as a Saturday, and the seventh consecutive work day shall be considered the same as a Sunday.

The Transfer Station will be closed on New Years Day, Easter Sunday, Thanksgiving Day, and Christmas Day, and that certain other changes shall be at the discretion of the Board of Health.

#### ARTICLE VII: OVERTIME:

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week. All work performed on Sunday shall be paid at the rate of two (2) times the regular rate of pay.

Any employee called back to work on the same day after having completed his assigned work and having left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall. He will be guaranteed a minimum of three (3) hours pay at time and one-half (1 1/2).

Overtime shall be equally and impartially distributed among the permanent or full-time employees in the DPW who ordinarily perform such related work in the normal course of their workweek, and a list shall be established showing such overtime distributed. The list shall be furnished by the Employer and posted on the department bulletin board. The Union or its agent shall have the right to examine the list at their option. Overtime refused shall be considered overtime worked for the purposes of the above described distribution.

The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Foreman of the division involved.

A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.

#### ARTICLE VIII: UNION REPRESENTATIVES:

A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

The Above shall be granted reasonable time off to investigate and settle grievances and to attend state conventions without loss of pay. The attendance at state conventions shall be at the discretion of the Director.

#### ARTICLE IX: MEAL PERIODS:

All employees shall be granted a meal period of one-half (1/2) hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

#### ARTICLE X: REST PERIODS:

All employees' work schedules shall provide for a rest period during the morning shift. The rest period shall be scheduled whenever this is feasible. The Site Supervisor shall determine the rest period.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a meal break before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

#### ARTICLE XI: HOLIDAYS:

The following days shall be considered to be guaranteed paid holidays:

- New Years Day
- Martin Luther King Day
- President's Day
- Patriot's Day
- Memorial Day
- Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Full Day after Thanksgiving  
1/2 day before Christmas  
Christmas Day  
1/2 day before New Years Day

And any other day that is declared by the Federal Government, the Governor of the Commonwealth of Massachusetts, and/or the Truro Board of Selectmen.

Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday.

Holiday pay shall be eight (8) hours pay at straight time rate.

Any employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to time and one-half (1 1/2) times his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to three (3) hours work at the above rate. If an employee is required to work in excess of eight (8) hours on a holiday, double time his regular rate of pay will be paid for all hours over eight (8).

#### ARTICLE XII: SICK LEAVE:

Each employee shall be credited with sick leave pay at the rate of one and one quarter (1 1/4) days for each month of service. Sick leave credit will begin the first day of the month in which the employee is employed, the first working day of that month. Sick leave shall be accumulated without limit.

Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the immediate family, spouse, and children living in the same household.

Should an employee be absent from work due to injury directly attributed to the employee's employment, other than as a result of the employee's gross negligence, time absent shall not be deducted from the employee's sick leave credits and the salary or wage paid to such employee during such absence shall, for a period not to exceed six (6) months, be at the employee's regular rate of compensation less any payment received from worker's compensation or any other insurance paid by the Town, except that paid as compensation for medical expenses. Employees hired after June 30, 2011 will be eligible for the above stated benefit for a period not to exceed three months employees sick leave credits and the salary or wage paid to such an employee during such absence and shall be at the employee's regular rate of compensation. This six (6) month absence may be extended, in extraordinary circumstances, at the discretion of the Board of Selectmen.

Upon retirement, or upon separation after six (6) consecutive years of service, an employee shall be paid thirty percent (30%) of all accumulated sick leave at the current rate of pay at the time of retirement. Employees hired after June 30, 2011 will be eligible upon separation after ten (10) years consecutive years of service to be paid (25%) of all accumulated sick leave at the current rate of pay at the time of retirement. In the event of death, the employee's estate will be paid according to this article.

An employee receiving worker's compensation may be requested by the employer to submit to a medical examination by a registered physician furnished and paid for by the employer. The employee may have a physician provided and paid for by him/her at the examination. It is the duty of the employer to file a copy of the report with

the State Division of Industrial Accidents when such report is to be used as a basis for an order.

If the medical report provides that the employee is capable of returning to the job held at the time of injury, or to light duty consistent with the employee's physical or mental condition, as reported by said physician, the employer may take steps consistent with MGL, c.152 to modify or terminate the worker's compensation benefits.

The employer may terminate the employee's worker compensation benefits immediately if the employee's treating physician reports he/she is capable of returning to the job previously held or to light duty.

Employees assigned to light duty will perform work in addition to, not a replacement of, work performed by another employee. Such assignments shall include a core function of the job, and will not place an undue burden on other employees.

Employees hired after June 30, 2011 shall not be eligible to accumulate more than 100 days sick leave.

Employees with more than six (6) years of continuous full-time employment with the Town may elect to be paid for up to ten (10) days of accrued, unused sick leave at their regular daily rate of pay then in effect, provided they notify the Director in writing of this election no later than November 1 of the year in which they are making the election. If timely notice is given, this payment for unused sick leave shall be made in the last pay period of December of that year.

Sick time may be used in hourly increments.

ARTICLE XIII: BEREAVEMENT LEAVE:

In the event of the death of a member of the immediate family or a person living in the household of an employee, said employee will be granted leave without loss of pay not to exceed five (5) days. Said leave will not be charged to sick leave or vacation leave. The employee shall not be required to take said leave immediately after death of person, but may request said leave to be granted commensurate with the funeral and related necessary arrangements. For the purpose of this article, immediate family shall mean parents of employee or spouse, children, brother and sister of employee.

ARTICLE XIV: PERSONAL LEAVE:

Employees shall be granted time off for which he will be paid at his normal rate to conduct personal business. Such personal leave shall not exceed two (2) days in any one calendar year. Two (2) days notice shall be given in advance to the Employer by the employee whenever possible.

ARTICLE XV: JURY DUTY:

The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE XVI: VACATIONS:

In accordance with the following rules and regulations, all regular full-time employees are entitled to annual vacations as follows:

<u>Time in Service</u> <u>(Years)</u>	<u>Days of Vacation</u> <u>Per 26 Days Worked</u>	<u>Maximum Accrued</u> <u>Not to Exceed (days)</u>
0-1	1.0	20
1-2	1.1	20

2-3	1.2	20
3-4	1.3	20
4-5	1.4	20
5-6	1.5	25
6-7	1.6	25
7-8	1.7	25
8-9	1.8	25
9-10	1.9	25
10-11	2.0	30
11-12	2.1	30
12-13	2.2	30
13-14	2.3	30
14-15	2.4	30
15-on	2.5	30

Vacation time granted and taken by an employee shall be in units of not less than one (1) full week at a time except that after one year's service, an employee may take vacation time in one (1) full-day units at the discretion of the director. In addition, vacation days granted to compensate for sick leave following exhaustion of sick leave credits, may also be taken in one (1) full-day units.

All requests for vacation are to be submitted to the Director in writing at least seven (7) days in advance of said vacation, two weeks (14 calendar days) in advance if said vacation consists of five days or more, unless the request is for reason of emergency, and then it shall be submitted in writing at the earliest possible time. Between September 15 and May 15, the director shall grant the request for vacation if (a) there is no other employee of the same classification scheduled for vacation at that time, and (b) there is no bona fide department emergency at that time. In the event that two (2) employees of the same classification request the same vacation, it shall be granted to the employee whose request was received first. In the event that two (2) requests are received on the same day, the request of the senior employee shall be granted. The Superintendent shall notify the employee within three (3) working days of receiving said request for approval or denial of said request and if approved it shall be posted.

The director may, at his discretion, grant vacation to more than one (1) employee of the same classification at a time, and may grant vacation to an employee between May 15 and September 15, and may grant an employee vacation during a department emergency.

As referred to in this Article, a vacation period of one week's duration shall mean the number of days, shifts, or hours off with pay within a week's time as an employee is normally required to work within a week's time.

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional work day.

An employee who has been requested to and does work during his vacation period shall be paid for regular hours at a rate of time and one-half (1 1/2) of his regular rate and for overtime hours at a rate of two and one-half (2 1/2) times his regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period of time the employee may request.

Employees with more that six (6) years of continuous full-time employment with the Town may elect to be paid for up to five (5) days of accrued, unused vacation days at their regular daily rate of pay then in effect, provided they notify the Director in writing of this election no later than May 1 of the year in which they are making the election. If timely notice is given, this payment for unused vacation days shall be made in the last pay period of June of that year.

Vacation time may be used in one-half (1/2) day increments.

ARTICLE XVII: SENIORITY:

The length of service of the employee in the service of the bargaining unit shall determine the seniority of the employee.

The principle of seniority shall govern and control in all cases of hours of work, and decrease or increase of the working force, and vacations.

ARTICLE XVIII: UNIFORMS AND PROTECTIVE CLOTHING:

Employees are required to wear uniforms, protective clothing, or any type of protective device as a condition of employment. Such protective clothing and devices shall be furnished to the Employee by the Employer. Such uniforms, approved by the Director of the Department of Public Works, will be acquired by the employee and at the employee's expense. The cost of maintaining the protective clothing and devices in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Employer. The cost of maintaining the uniforms in proper working condition and cleanliness (including tailoring, dry cleaning, and laundering) shall be paid by the Employee. The uniform, protective clothing or protective device shall be worn by the Employee when directed by the Employer, when deemed appropriate. The Employee shall report to work in the appropriate approved uniform.

The Employer agrees to provide all material, equipment, and tools required to perform the duties assigned to the employees covered by this Agreement.

An annual allowance of Five Hundred and Ninety-nine dollars (\$599.00) shall be given to each employee for the purpose of purchasing and maintaining all uniforms and work boots or footwear. Such allowances will be paid annually on in Two installments, the first pay date of October and the first pay date of April of each fiscal year.

The Employer agrees to provide each employee the following items of a clean work uniform as necessary, and required protective clothing, at the sole expense of the Employer:

- A. Ball cap and T-shirts with Truro DPW logo in the summer; and safety colored shirts and safety colored vests, provided by the Town are to be worn at all times, if not worn, the employee is subject to disciplinary procedures. The Director will purchase the safety shirts and sweatshirts
- B. Back support brace or harness.
- C. Shirts and sweatshirts provided by the Town shall not be altered.

Each Employee agrees to purchase and maintain the following items of a clean work uniform as necessary, at the sole expense of the Employee:

- A. Work uniform consisting of work shirts, pants, jacket(s), cold weather parka and vest; and
- B. Work uniform may include neat store bought shorts, not cut-offs, from April through October, when approved by the DPW Superintendent or designee.

ARTICLE XIX: HEALTH AND WELFARE:

It is agreed that should any changes occur in the statutes affecting health and welfare plans, this Agreement will be immediately reopened for negotiations on this subject.

The Employer agrees to pay a contribution towards the group health and life insurance premium of the employees covered by this Agreement equivalent to 65% of the cost of said premiums.

There shall be a Town Employee Health Insurance Advisory Committee composed of eight (8) members, one (1) member designated by each Union and/or large Department, and the remainder designated by the Town in accordance with MGL c.32B s. 3. The purpose of the Committee is to advise the Town on employee health insurance matters.

The Town and the Union acknowledge that the Town is a member of the Cape Cod Municipal Health Group (CCMHG). The parties acknowledge that the CCMHG has and continues to provide excellent benefits at an affordable cost for all eligible participating employees of the Town. Considering such, the Union specifically waives any right to bargain over any and all changes made by the CCMHG to the plan(s) and benefits offered by the CCMHG.

#### ARTICLE XX: SAFETY COMMITTEE:

There shall be a Town Safety Committee composed of nine (9) members, one (1) member designated by each Union and/or large Department, and one (1) member designated by the Town. The purpose of the Committee is to advise the Town relative to on-the-job safety issues. It holds no regulatory power nor legal standing. The Union and the Town share equally in the responsibility to implement this Article of the Agreement.

The Safety Committee shall review workplace safety and accident history, and recommend areas for improvement of the health and safety of the employees.

In the event the Safety Committee shall agree upon any proposed rule, policy or regulation, the same shall be submitted to the Town Administrator for consideration and response.

If a unanimous agreement cannot be reached, a minority report may be submitted to the Town Administrator for consideration.

#### ARTICLE XXI: CLASSIFICATION PLAN AND PAY RATES:

In this agreement and made part of it as Appendix A. shall be established a classification and pay plan. It shall list all positions covered by this Agreement by title along with the wages for each position.

The Employer agrees to pay for all special licenses used in the performance of the Employees job description.

#### ARTICLE XXII: LONGEVITY:

It is agreed that after an employee completes his/her sixth (6<sup>th</sup>) consecutive year of service, he/she shall receive a longevity bonus of two hundred and fifteen (\$215.00) dollars. Each year thereafter he/she shall have said longevity increased sixty-five (\$65.00) dollars for each year of service. Upon completion of an employee's twentieth (20<sup>th</sup>) year of service, said bonus shall increase to one hundred and fifteen dollars (\$115.00) for each year of service over twenty (20). Upon completion of an employee's twenty-fifth (25<sup>th</sup>) year of service, said bonus shall increase to one hundred and sixty-five dollars (\$165.00) for each year of service over twenty-five (25). This longevity payment shall be paid on the first pay period of December of each year.

#### ARTICLE XXIII: JOB POSTING AND BIDDING

The Employer reserves the right to decide if and when to fill a vacant position. If a vacant position is to be filled, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for ten (10) working days. Within twenty (20) work days of expiration of the posting

period, the Employer may award the position to the most senior applicant qualified, as determined by the Employer, as long as the Employer's decision is not done in an arbitrary or capricious manner.

If there is not a qualified applicant within the bargaining unit, the Employer may go outside the bargaining unit to fill the position with a qualified applicant.

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If the Employer or the Employee decides at any time during the ninety (90) day trial period that the Employee is unable to satisfactorily perform the duties of the position, the Employee shall be returned to the old position and rate.

#### ARTICLE XXIV: MANAGEMENT RIGHTS

Except as otherwise expressly modified by provisions of this Agreement (and applicable law), the Employer retains all (regular and customary) rights (and prerogatives of municipal management) which it would have in the absence of such Agreement. Without limiting the generality of the foregoing, and by way of example and not limitation, such rights include the exclusive right to set its policy, to manage its business, to direct the working forces, to determine the number of its Employees at any time, to determine the qualifications for and select its Employees, to assign Employee's jobs, to increase and decrease the working forces, to determine the work content of jobs, to determine the schedules of work, to determine the methods, processes and means of accomplishing work, and to discipline or discharge Employees for just cause.

#### ARTICLE XXV: DURATION:

This Agreement shall be effective for the period beginning July 1, 2014 and shall terminate automatically at midnight on June 30, 2015.

Should either or both parties desire to negotiate a new Collective Bargaining Agreement for the succeeding year, such party or parties shall, not more than 150 days nor less than 30 days prior to the expiration date of this Agreement, give notice in writing to the other party by certified or registered mail, return receipt, setting forth in such notice a full list of all proposals, changes, and modifications desired by the party giving notice.

The party initiating such notice of desired change shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes.

Should either or both parties fail to reach agreement on a new Collective Bargaining Agreement for the succeeding year, upon expiration of the existing Agreement, the existing Agreement will be automatically extended for one year, or until such time as a new Agreement can be reached, if the new Agreement is reached within one year from the expiration of the existing Agreement.

#### ARTICLE XXVII: SMALL NECESSITIES LEAVE ACT

Employees who are eligible for twenty-four (24) hours leave pursuant to the Small Necessities Leave Act (G.L. Chapter 149, Section 52D) must substitute any accrued paid vacation leave or personal leave for any of the leave provided under the Act. To be entitled to leave employees must provide notice to the Department Head as follows:

- a. If the need for leave is foreseeable, the employee must request the leave not later than seven (7) days in advance; or
- b. If the need is not foreseeable, the employee must notify the employer as soon as practicable under the particular circumstances of the individual case; and Employees must complete the attached certificate form.

Employee's Certification

I certify that on I will/did take hours of leave for the following purpose:

To participate in school activities directly related to the education or advancement of a son or daughter.

To accompany the son or daughter of the employee to routine medical or dental appointments such as check-ups or vaccinations.

To accompany an elderly relative to routine medical or dental appointments or for other professional services related to the elder's case.

Employee's Name: \_ Date: \_

ARTICLE XXVIII: USE OF VOLUNTEERS

Employer and the Union hereby agree to accept the use of individual Town volunteers to perform additional DPW Department work through the Town Senior Tax Abatement Work-Off Program. Said volunteers to be supervised by the foreman or site supervisors, as may be applicable.

ARTICLE XXIX: MISCELLANEOUS

Cell Phones: Any employee, other than a transfer station employee, not utilizing a Town-assigned cell phone shall be eligible to receive a stipend of \$250 per year for use of their personal cell phone for Town purposes, subject to the conditions below. If a transfer station employee is assigned winter road maintenance duties, that employee shall be eligible to receive a stipend of \$100 per year for use of their personal cell phone for Town purposes, subject to the same conditions below, except that the time frame for maintaining an operational cell phone and being accessible via that phone shall be the months of November through March, inclusive.

1. On or before June 1 of each year (commencing 2015), an employee seeking this stipend shall produce receipts or other evidence satisfactory to the Director to establish that the employee maintained an operational cell phone with a number known to the Director and other Town employees as necessary for the preceding 12 months; and
2. In the exclusive judgment of the Director, the employee shall have been reasonably accessible via that cell phone to the Director and other Town employees for Town business purposes during the preceding 12 months.

Provided these conditions are satisfied, the employee shall receive the stipend, less applicable taxes and other withholdings, in the last pay period of July.

The Town will provide a cell phone to any employee who is unwilling or unable to utilize their own cell phone for Town purposes when necessary if the Town, in its sole discretion, deems it necessary for such an employee to have a Town cell phone. The Town will also maintain a bank of cell phones for snow emergencies if the Town, in its sole discretion, deems that necessary or desirable.

Probationary Status: Despite any provision of this Agreement to the contrary, any employee hired by the Town on or after July 1, 2014 shall be deemed probationary for the first six (6) months of their employment. During this probationary period, the probationary employee shall be deemed an employee "at will"; shall be subject to discharge with or without cause; and shall not be entitled to avail themselves of the grievance provisions of this Agreement. Probationary employees shall accrue no seniority, but shall accrue sick leave, personal leave, and vacation time. However, during the probationary period, only sick leave and bereavement leave may be used, if needed, and there shall be no buyback of any accrued, unused benefits, other than vacation, upon a probationary employee's termination or separation from Town employment.

One-time Signing Incentive: The Town agrees to pay each bargaining unit member a one-time signing incentive of \$250.00, less applicable taxes and other withholdings, in the first pay period after July 1, 2014, assuming this agreement has been fully ratified. This signing incentive shall not be added to the base wages reflected in Appendix A and shall be paid as a lump sum, less withholdings.

IN WITNESS WHEREOF, The Employer in the name of the Selectmen of the Town of Truro, has caused this Agreement to be executed and the Union has executed this Agreement in its name and behalf of the employees represented by the Union by the Officers duly authorized to do so by Local 1462, State, Council #93, affiliated with the American Federation of State, County, and Municipal Employee.

BOARD OF SELECTMEN  
FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
Jay Coburn , Chairman

\_\_\_\_\_  
Shop Steward

\_\_\_\_\_  
Paul C. Wisotzky, Vice-Chairman

\_\_\_\_\_  
AFSCME Representative

\_\_\_\_\_  
Janet W. Worthington, Clerk

\_\_\_\_\_  
Robert Weinstein

\_\_\_\_\_  
Maureen Burgess

\_\_\_\_\_  
Charleen Greenhalgh, Acting Town Administrator

Board of Selectmen  
Town of Truro

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

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

APPENDIX A CLASSIFICATION PLAN AND PAY RATES

To be updated to reflect a 2.5% increase in base wages, effective July 1, 2014.

Class Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
L-3	Forman	26.37	27.00	27.51	28.10	28.60	29.11
L-4	(1) Mechanic (2) Bldg. Maintenance Lead (3) Transfer Station Attendant	25.16	25.70	26.21	26.74	27.22	27.72
L-5	Machine Operator	24.27	24.79	25.29	25.76	26.22	26.69
L-6	Head Custodian	23.40	23.93	24.42	24.90	25.34	25.79
L-7	Truck Driver	23.40	23.93	24.42	24.90	25.34	25.79
L-8	(1) Asst. Transfer Sta. Attendant/Truck Driver (2) Assistant Custodian (3) Asst. Transfer Station Attendant (4) Bldg. Maintenance Laborer	22.74	23.24	23.71	24.17	24.61	25.06

PUBLIC WORKS DEPARTMENT WAGE CLASSIFICATION PLAN  
EFFECTIVE JULY 1, 2011 - JUNE 30, 2012

CLASS CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
L-3	FOREMAN	24.74	25.31	25.79	26.34	26.81	27.29
L-4	(1) MECHANIC	23.60	24.10	24.58	25.08	25.53	25.99
	(2) BUILDING MAINT. LEAD	23.60	24.10	24.58	25.08	25.53	25.99
	(3) TRANSFER STATION ATTENDANT	23.60	24.10	24.58	25.08	25.53	25.99
L-5	MACHINE OPERATOR	22.76	23.25	23.72	24.16	24.59	25.03
L-6	HEAD CUSTODIAN	21.94	22.44	22.89	23.34	23.76	24.19
L-7	TRUCK DRIVER	21.94	22.44	22.89	23.34	23.76	24.19
L-8	(1) ASST TRANSFER STATION ATTENDANT / TRUCK DRIVER	21.32	21.79	22.24	22.67	23.08	23.50
	(2) ASST CUSTODIAN	21.32	21.79	22.24	22.67	23.08	23.50
	(3) ASST TRANSFER STA. ATTENDANT	21.32	21.79	22.24	22.67	23.08	23.50
	(4) BLDG MAINTENANCE LABORER	21.32	21.79	22.24	22.67	23.08	23.50
L-9	(1)	21.00	21.40	21.91	22.34	22.74	23.15
	(2)	21.00	21.40	21.91	22.34	22.74	23.15
	(3)	21.00	21.40	21.91	22.34	22.74	23.15

PUBLIC WORKS DEPARTMENT WAGE CLASSIFICATION PLAN  
EFFECTIVE JULY 1, 2012 - JUNE 30, 2013

CLASS CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
L-3	FOREMAN	25.23	25.82	26.31	26.87	27.35	27.84
L-4	(1) MECHANIC	24.07	24.58	25.07	25.58	26.04	26.51
	(2) BUILDING MAINT. LEAD	24.07	24.58	25.07	25.58	26.04	26.51
	(3) TRANSFER STATION ATTENDANT	24.07	24.58	25.07	25.58	26.04	26.51
L-5	MACHINE OPERATOR	23.22	23.72	24.19	24.64	25.08	25.53
L-6	HEAD CUSTODIAN	22.38	22.89	23.35	23.81	24.24	24.67
L-7	TRUCK DRIVER	22.38	22.89	23.35	23.81	24.24	24.67
L-8	(1) ASST TRANSFER STATION ATTENDANT / TRUCK DRIVER	21.75	22.23	22.68	23.12	23.54	23.97
	(2) ASST CUSTODIAN	21.75	22.23	22.68	23.12	23.54	23.97
	(3) ASST TRANSFER STA. ATTENDANT	21.75	22.23	22.68	23.12	23.54	23.96
	(4) BLDG MAINTENANCE LABORER	21.75	22.23	22.68	23.12	23.54	23.96
L-9	(1)	21.42	21.83	22.35	22.79	23.19	23.61
	(2)	21.42	21.83	22.35	22.79	23.19	23.61
	(3)	21.42	21.83	22.35	22.79	23.19	23.61

PUBLIC WORKS DEPARTMENT WAGE CLASSIFICATION PLAN  
EFFECTIVE JULY 1, 2013 - JUNE 30, 2014

CLASS CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
L-3	FOREMAN	25.73	26.34	26.84	27.41	27.90	28.40
L-4	(1) MECHANIC	24.55	25.07	25.57	26.09	26.56	27.04
	(2) BUILDING MAINT. LEAD	24.55	25.07	25.57	26.09	26.56	27.04
	(3) TRANSFER STATION ATTENDANT	24.55	25.07	25.57	26.09	26.56	27.04
L-5	MACHINE OPERATOR	23.68	24.19	24.67	25.13	25.58	26.04
L-6	HEAD CUSTODIAN	22.83	23.38	23.82	24.29	24.72	25.16
L-7	TRUCK DRIVER	22.83	23.35	23.82	24.29	24.72	26.15
L-8	(1) ASST TRANSFER STATION ATTENDANT / TRUCK DRIVER	22.19	22.67	23.13	23.58	24.01	24.45
	(2) ASST CUSTODIAN	22.19	22.67	23.13	23.58	24.01	24.45
	(3) ASST TRANSFER STA. ATTENDANT	22.19	22.67	23.13	23.58	24.01	22.44
	(4) BLDG MAINTENANCE LABORER	22.19	22.67	23.13	23.58	24.01	22.44
L-9	(1)	21.85	22.27	22.80	23.24	23.65	24.08
	(2)	21.85	22.27	22.80	23.25	23.65	24.08
	(3)	21.85	22.27	22.80	23.25	23.65	24.08



August 19, 2014

To Whom It May Concern,

Last year the vendors and manager and directors of the Truro Farmers' Market noted a decrease in overall Farmers' Market traffic on Mondays in September. As a group, we decided to stop the market in mid-September.

One of the proposed alterations for 2014 to extend the season and maintain a reliable customer base is to change the market day to Saturday afternoon instead of Monday morning. If the majority of the vendors wish to proceed with this course of action, we would like to request a change to our Use of Town Property application to enable that alteration of date and time.

We wish to use Saturday afternoon so as not to conflict with the Orleans' Farmers' Market schedule. The potential shift would then utilize the field on Sept 6, 13, 20 and 27. The potential time would be from 1-5pm with set-up and break-down for an hour on either side.

Thank you very much in advance for your time and consideration.

Best,

Francie Randolph

Francie Randolph, Founding Director  
Sustainable CAPE- Center for Agricultural Preservation & Education  
8 Truro Center Road, Box 1004



**This is the language that Town Counsel Provided:**

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

*PROCLAMATION*  
*SUICIDE PREVENTION WEEK*

*WHEREAS*, In the United States, one person completes suicide every 13 minutes; and 108 people die by suicide each day in the U.S.; and

*WHEREAS*, suicide is the third leading cause of death for adolescents and young adults in Massachusetts and the suicide rate on the Cape and Islands is 1.4 times higher than the State average; and

*WHEREAS*, suicide is a most tragic and disruptive event for families and communities ~ it is estimated that there are 5 million survivors who have lost a loved one to suicide; and

*WHEREAS*, suicide is a public health issue, it is a community problem and through education and awareness of the issue a great number of suicides can be prevented;

*THEREFORE*, we do hereby officially designate the week of September 8 - 14, 2014 as “**SUICIDE PREVENTION WEEK**” in