



Truro Board of Selectmen Meeting

Tuesday, August 14, 2018

Regular Meeting – 5:00pm

Truro Town Hall - 24 Town Hall Road

1. PUBLIC COMMENT

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

2. PUBLIC HEARINGS NONE

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Interview and Appoint Jim Summers to the Truro Historical Commission
- B. Interview and Appoint Gerry Woodcome to the Pamet Harbor Commission
- C. Interview and Appoint Jill Mays to the Truro Cultural Council
- D. Interview and Appoint Ronald Boyles to the Council on Aging

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

- A. 2018 State Primary Warrant
Presenter: Cynthia A. Slade, Town Clerk
- B. Vote on Special Fall Town Meeting Date
Presenter: Rae Ann Palmer, Town Manager
- C. Vote on AFSCME and LIUNA Union Contracts
Presenter: Rae Ann Palmer, Town Manager
- D. Use of Town Roads for Organized Bike & Road Races/Events
Presenter: Rae Ann Palmer, Town Manager
- E. Discussion on Addressing Part-Time Resident Advisory Questions Raised at Upcoming Tax Classification Hearing
Presenter: Maureen Burgess, Vice-Chair

6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. One Day Alcohol License for Pamet Harbor Yacht Club August 25th
 - 2. MADOT Form for American Lung Association Annual Bike Ride September 30th
 - 3. Application for New or Expansion of Existing Water Service-Colonial Village-630 Shore Road
 - 4. Application for a Curb Cut Permit for 19 Priest Road-Stefanie O'Neill
- B. Review and Approve Reappointments to: Susan Areson-Zoning Board of Appeals; Bob Panessiti-Charter Review Committee, Janice Parky-Open Space Committee, Patricia Wheeler-Truro Concert Committee and Human Services Committee, Gary Palmer-Charter Review Committee
- C. Authorize Board of Selectmen Chair to Sign Housing Choice Initiative Grant Application
- D. Review and Approve the Appointment of Police Chief Jamie Calise to Keeper of the Lock-up
- E. Review and Approve Board of Selectmen Minutes: July 24, 2018

7. SELECTMEN REPORTS AND TOWN MANAGER REPORT

8. SELECTMEN COMMENTS

9. NEXT MEETING AGENDA: Tuesday, August 28 and Tuesday, September 11



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf the Historical Commission

REQUESTED MEETING DATE: August 14, 2018

ITEM: Approval of Jim Summers applying to serve on the Historical Commission

EXPLANATION: Jim Summers has submitted his application to serve on the Historical Commission. All paperwork is complete and an endorsement of the applicant from the Chair is enclosed.

FINANCIAL SOURCE (IF APPLICABLE): n/a

IMPACT IF NOT APPROVED: The applicant will be unable to serve on the Historical Commission.

SUGGESTED ACTION: *Motion appoint Jim Summers to the Historical Commission for a three year term which will expire June 30, 2021.*

ATTACHMENTS:

1. Application to Serve
2. Chair's endorsement



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: Jim Summers HOME TELEPHONE: [REDACTED]
ADDRESS: 49 Castle Rd WORK PHONE: above
MAILING ADDRESS: PO Box 717, 02666 E-MAIL: [REDACTED]
FAX: NA MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Truro Historical Commission

SPECIAL QUALIFICATIONS OR INTEREST: Interest: Preserving Truro's history and the protection, monitoring and recognition of
historically significant properties within the town. Qualifications: I have previously practiced as a registered architect and was a partner in Cambridge architectural firm
specializing in renovations for historically important higher education buildings. I am currently the Director of the Truro Historical Society and was previously on their Board of Directors.
I have been responsible for the restoration of the Highland House Museum for the last 4 years and have acted as the THS liaison with the Town's CPC and MA Cultural Council.

COMMENTS: I am a full time resident of Truro and have owned a home in Truro since 1995. I became involved with the Historical Society
because of my interest in local history and their need for technical oversight of a multi-year capital planning Initiative and the subsequent historic
restoration of the Highland House Museum which is listed on the National Register of Historic Places. Upon my retirement, I chose to accept the position
of the Director of the THS and oversee the operations of the Society. The Directorship has been a very rewarding experience and provided me with the
skills and insight to make a significant contribution to the Historical Commission and be a linkage to the Historical Society. Thank you for your consideration.

SIGNATURE: [Signature] DATE: July 20 2018

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

SIGNATURE: _____ DATE: _____

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

Elizabeth Sturdy

From: Kiefer, Matthew J. <[REDACTED]>
Sent: Sunday, July 22, 2018 11:12 AM
To: Elizabeth Sturdy
Cc: Nicole Tudor; Noelle Scoullar; Chuck Steinman <[REDACTED]>
Subject: Re: Application to Serve

Thanks for forwarding this Elizabeth.

I've had the pleasure of meeting Jim, who has appeared before the Historical Commission on matters related to Highland House and the Truro Historical Society. After reviewing his application and concluding an interview with Jim about his background and interest in joining the Historical Commission, I am pleased to recommend him highly for the Commission.

He's had a house in Truro for over 20 years and has recently retired and become a year-round resident. He has a professional background as a practicing architect who often worked on historic buildings, and he has a longstanding interest in Truro's heritage, as evidenced by his involvement with the THS. He has a strong interest in the Historical Commission's work, and I'm confident he'll make time for it.

Based on the forgoing, I think he would be an excellent addition to our Commission. Thank you for the opportunity to comment on his application.

Matthew Kiefer, Chair

On Jul 20, 2018, at 3:58 PM, Elizabeth Sturdy <ESTurdy@truro-ma.gov> wrote:

Matt,

As Chair, please comment/recommend Jim Summers for the Truro Historical Commission and email your response back to me at your earliest convenience.

Jim will be interviewed at the Board of Selectmen Meeting on August 14.

Thank you.

Elizabeth Sturdy, Office Assistant
Truro Town Hall
Tel: (508) 214-0935
Fax: (508) 349-5505
Email: esturdy@truro-ma.gov

<image001.png>

<Application to Serve - Jim Summers.pdf>



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf the Pamet Harbor Commission

REQUESTED MEETING DATE: August 14, 2018

ITEM: Approval of Gerry Woodcome applying to serve on the Pamet Harbor Commission

EXPLANATION: Gerry Woodcome has submitted his application to serve on the Pamet Harbor Commission as an alternate. All paperwork is complete and an endorsement of the applicant from the Chair is enclosed.

FINANCIAL SOURCE (IF APPLICABLE): n/a

IMPACT IF NOT APPROVED: The applicant will be unable to serve on the Pamet Harbor Commission.

SUGGESTED ACTION: *Motion to appoint Gerry Woodcome to the Pamet Harbor Commission for a one year term which will expire June 30, 2019.*

ATTACHMENTS:

1. Application to Serve with Chair's endorsement



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

RCVD 2018 JUL 17 PM 12:29

ADMINISTRATIVE OFFICE

TOWN OF TRURO

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Gerry Woodcome

HOME TELEPHONE: [REDACTED]

ADDRESS: 27 Priest Road

WORK PHONE: [REDACTED]

MAILING ADDRESS: 4 Barrymeade Dr., Lexington, MA 02421

E-MAIL: [REDACTED]

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

PAMET HARBOR COMMISSION

SPECIAL QUALIFICATIONS OR INTEREST: I have held senior financial management positions in the financial services and technology industries. I worked at Fidelity Investments for 20+ years and recently started a new career in real estate, joining the Wm. Raveis team on the Outer Cape.

COMMENTS: I have owned property in Truro since 2010 and vacationed here for many years before that. I know this is a very special place and I'd like to help preserve all the great things about Truro while also looking for ways to improve the town and adapt to change. Thank you for your consideration.

SIGNATURE: [Signature] DATE: July 17, 2018

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

I welcome Gerry to the commission

SIGNATURE: [Signature] DATE: 7/27/18

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



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant, on behalf the Chair, Hank Janowsky, Truro Cultural Council

REQUESTED MEETING DATE: August 14, 2018

ITEM: Approval of Jill Mays applying to serve on the Cultural Council

EXPLANATION: Jill Mays has submitted an application to serve on the Truro Cultural Council. All paperwork will be completed by August 14th and an endorsement of the applicant from the Chair is enclosed.

FINANCIAL SOURCE (IF APPLICABLE): n/a

IMPACT IF NOT APPROVED: The applicant will be unable to serve on the Truro Cultural Council.

SUGGESTED ACTION: *Motion to appoint Jill Mays to the Truro Cultural Council for a three year term which will expire June 30, 2021.*

ATTACHMENTS:

1. Application to Serve and Chair's endorsement

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: Jill Mays HOME TELEPHONE: [REDACTED]

ADDRESS: B PRIEST RD N. TRURO WORK PHONE: SAME

MAILING ADDRESS: PO Box 43 N. TRURO E-MAIL: [REDACTED]

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

TRURO CULTURAL COUNCIL

SPECIAL QUALIFICATIONS OR INTEREST: BS U. of PA., MS VILLANOVA U., Teaching

Fellowship NYU, PUBLICATION: YOUR CHILD'S MOTOR DEVELOPMENT, DEVELOPED

WEBSITE, PRIVATE PRACTICE FOR 30 years, SERVED ON SEVERAL BOARDS

(PRESIDENT - A BETTER CHANCE, SECRETARY - MONTESSORI) CURRENTLY SECRETARY OF

COMMENTS: PAMET HARBOR YACHT CLUB, VOLUNTEER @ SUSTAINABLE CAPE, CHILDREN'S

PROGRAMS, PARTICIPANT IN SEVERAL WRITING GROUPS.

I AM A WRITER WITH BROAD INTERESTS IN THE ARTS & SCIENCES

AND WOULD LIKE TO SUPPORT LOCAL ART & SCIENCE INITIATIVES IN

TRURO & COMMUNITY OF THE OUTER CAPE.

SIGNATURE: [Signature] DATE: 7/30/18

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

SIGNATURE: DATE:

INTERVIEW DATE: APPOINTMENT DATE (IF

APPLICABLE):

From: [Hank & Andy](#)
To: [Elizabeth Sturdy](#)
Cc: [Noelle Scoullar](#); [Nicole Tudor](#)
Subject: Re: Council Appointment
Date: Tuesday, July 31, 2018 4:56:19 PM
Attachments: [image001.png](#)

Jill Mays would be a great addition to the Truro Cultural Council. I highly recommend her appointment to serve on the council and welcome her involvement and input.

Hank Janowsky, Chair

On July 31, 2018 at 8:54 AM Elizabeth Sturdy <ESturdy@truro-ma.gov> wrote:

Hank,

Attached please find an Application to Serve on an Appointed Multi-Member Body from Jill Mays. As Chair, please comment/recommend Jill Mays for the Truro Cultural Council and email your response back to me at your earliest convenience.

Thank you.

Elizabeth Sturdy, Office Assistant

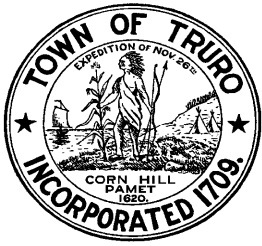
Truro Town Hall

Tel: (508) 214-0935

Fax: (508) 349-5505

Email: esturdy@truro-ma.gov





TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Cynthia A. Slade, Town Clerk, Town of Truro

REQUESTED MEETING DATE: August 14, 2018

ITEM: 2018 State Primary Warrant

EXPLANATION: The Town Clerk has submitted the 2018 State Primary Warrant, which is the official notification to the inhabitants of the Town that the State Primary shall be held at the Truro Community Center on Tuesday, the 4th of September, 2018 from 7:00 a.m. to 8:00 p.m. The Board of Selectmen must sign the warrant before it is posted.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: 2018 State Primary Warrant will be improperly posted.

SUGGESTED ACTION: *MOTION TO approve signing of the 2018 State Primary Warrant.*

ATTACHMENTS:

1. 2018 State Primary Warrant

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN

SECRETARY OF THE COMMONWEALTH

2018 STATE PRIMARY

Barnstable ss.

To the Constables of the Town of Truro

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in Primaries to vote at: **TRURO COMMUNITY CENTER** on **TUESDAY, THE FOURTH DAY OF SEPTEMBER, 2018** from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS.	FOR THIS COMMONWEALTH
GOVERNOR.	FOR THIS COMMONWEALTH
LIEUTENANT GOVERNOR.	FOR THIS COMMONWEALTH
ATTORNEY GENERAL.	FOR THIS COMMONWEALTH
SECRETARY OF STATE	FOR THIS COMMONWEALTH
TREASURER	FOR THIS COMMONWEALTH
AUDITOR.	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS	NINTH DISTRICT
COUNCILLOR	FIRST DISTRICT
SENATOR IN GENERAL COURT	CAPE & ISLANDS DISTRICT
REPRESENTATIVE IN GENERAL COURT.	FOURTH BARNSTABLE DISTRICT
DISTRICT ATTORNEY.	CAPE & ISLANDS DISTRICT
CLERK OF COURTS.	BARNSTABLE COUNTY
REGISTER OF DEEDS.	BARNSTABLE DISTRICT
COUNTY COMMISSIONERS.	BARNSTABLE COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting. Given under our hands this _____ day of _____, 2018.

Robert M. Weinstein, Chairman

Maureen A. Burgess, Vice-Chairman

Janet W. Worthington, Clerk

Kristen Reed

Paul C. Wisotzky

Board of Selectmen
Town of Truro

2018 State Primary
September 4, 2018

A true copy, attest:

Cynthia A. Slade
Town Clerk, Town of Truro

Sirs: I have served this warrant by posting duly attested copies thereof at the following places: Grozier's Garage, Lower Cape Auto & Truck Repair, Savory & Sweet Escape, Pamet Valley Liquors, Truro Post Office, N. Truro Post Office, Truro Public Safety Facility, Truro Public Library, Transfer Station, Truro Central School, Truro Community Center and Truro Town Hall

Constable

Date



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTED MEETING DATE: August 14, 2018

REQUESTOR: Rae Ann Palmer, Town Manager

ITEM: Special Fall Town Meeting Date

EXPLANATION: The Planning Board is currently working on two Zoning Bylaws for presentation at a fall Special Town Meeting. Originally we had discussed an early September meeting. Due to the complexity of the Cannabis regulations and the bylaw, the Planning Board has requested additional time to consider suggestions from the High Dune Craft Cooperative after the Public Hearing closes on August 22nd. I support their request which will also allow Town Counsel time to review the revised bylaw prior to the Board of Selectmen voting to place the article on the Special Town Meeting warrant at the September 11th meeting. As a reminder, according to the Town Charter, the Warrant must be posted fourteen (14) days prior to the meeting. The earliest possible date after September 11th Board of Selectmen meeting for the Special Town Meeting would be Wednesday, September 26, 2018.

SUGGESTED ACTION: MOTION TO *approve September ____ 2018 at 6pm at the Truro Central School for Special Fall Town Meeting.*

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: August 14, 2018

ITEM: Approval of AFSCME Council 93, Local 1462 Labor Agreement and LIUNA Contract

EXPLANATION: Town Counsel David Jenkins and the staff committee completed labor negotiations with the Truro Public Employee's Local Union, Supervisor/Department Head Unit and Employee Unit of the Laborer's International Union of North America (LIUNA) and AFSCME Council 93, Local 1462 Labor Agreement for the time period of July 1, 2018 to June 30, 2021.

Each contract has a two percent cost of living increment for each year of the agreement and other administrative changes that do not have a financial impact. The FY 2019 Budget included the funds to cover the cost of the salary increases.

FINANCIAL SOURCE (IF APPLICABLE): Funds were allocated in the FY 2019 Budget to cover the costs resulting from union negotiations.

IMPACT IF NOT APPROVED: The agreements will not be implemented.

SUGGESTED ACTION: *Motion to approve the labor agreements with AFSCME, Council 93, Local 1462 and Truro Public Employee's Local Union, Supervisor/Department Head Unit and Employee Unit of the Laborer's International Union of North America (LIUNA) for the term July 1, 2018 through June 30, 2021.*

ATTACHMENTS:

1. Labor Agreements

**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, 2018 to JUNE 30, 2021

TABLE OF CONTENTS

Article I:	Recognition:	1
Article II:	Union dues:	1
Article III:	Grievance and Arbitration Procedure:	1
Article IV:	Reserved.....	3
Article V:	Temperature:	3
Article VI:	Hours of Work:	3
Article VII:	Overtime:	4
Article VIII:	Union Representatives:	4
Article IX:	Meal Periods:	5
Article X:	Rest Periods:	5
Article XI:	Holidays:	5
Article XII:	Sick Leave:.....	6
Article XIII:	Bereavement Leave:.....	7
Article XIV:	Personal Leave:	7
Article XV:	Jury Duty:.....	8
Article XVI:	Vacations:	8
Article XVII:	Seniority:.....	9
Article XVIII:	Uniforms and Protective Clothing:	9
Article XIX:	Health and Welfare:	10
Article XX:	Safety Committee:.....	11
Article XXI:	Classification Plan and Pay Rates:.....	11
Article XXII:	Longevity:	11
Article XXIII:	Job Posting and Bidding	11

Article XXIV: Management Rights	12
Article XXV: Duration:	12
Article XXVI: Small Necessities Leave Act.....	12
Article XXVII: Use Of Volunteers.....	13
Article XXIX: Miscellaneous	13
Signature Pages.....	14-15
Appendix A.....	14-15

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.

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 Manager 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 Manager 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 Manager, 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 Manager 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 upon completion of Step 2, 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 Town Manager 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: RESERVED

XXX

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:

A. General Provisions: The regular hours of work each day shall be consecutive except for interruptions for lunch periods. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations (including, by way of example and not by way of limitation, winter storm events), work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

B. Schedule for Employees Other Than Transfer Station Employees: 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.

C. Transfer Station Employees: The Transfer Station will be open 7:30am to 3:30pm seven (7) days a week, except from November 1 through April 30. Except during the period from November 1 through April 30, the Transfer Station will be open 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.

During the period from November 1 through April 30, the Transfer Station shall be open five (5) days a week and closed on Wednesdays and Thursdays. During this period of time, Wednesdays and Thursdays shall be the days off for the Transfer Station employees.

The Transfer Station will be closed on ½ day before New Year's Day, New Year's Day, Easter Sunday, Thanksgiving Day, Friday after Thanksgiving, ½ day before Christmas Day, Christmas Day, Martin Luther King Day, President's Day, Patriot's Day, Columbus Day, and Veteran's Day

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 during the period of time that it open seven (7) days a week, 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.

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).

All employees are subject to call-in for winter storm events and other emergencies as designated by the Director or the Director's designee. All employees are expected to answer their cell phones and respond to such call-in by reporting to work. Any employee who fails to do so on three (3) or more occasions during a fiscal year, without being excused (either in advance of or subsequent to the call-in) by the Director in the Director's exercise of reasonable discretion, shall be subject to discipline. Said discipline shall commence with a written warning on the fourth unexcused failure to respond or report.

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 Year's 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 Year's 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 employee's 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 Town Manager.

Upon retirement, or upon voluntary 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.

The Director may request a medical note signed by a physician for sick leave absences of three or more consecutive days.

ARTICLE XIII: BEREAVEMENT LEAVE:

In the event of the death of a member of the immediate family 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 spouse or domestic partner of employee, parents or step-parents of employee or spouse, children or step-children, brother, sister, grandparent, and grandchild 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 three (3) days in any one calendar year. Two (2) days' notice shall be given in advance to the Employer by the employee whenever possible.

Personal day time may be taken in one (1) hour increments. In the event that Town Hall shall be officially closed for an entire work day the bargaining unit members who actually work that day shall be granted an additional personal day which must be taken within sixty (60) days.

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 (Years)</u>	<u>Days of Vacation Per Months January through October</u>	<u>Maximum Accrued 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 will be awarded at the end of the month for each full month of employment during the months January through October.

Vacation time may be used in one-hour (1) hour increments.

All requests for vacation are to be submitted to the Director in writing at least four (4) days in advance of said vacation, and seven (7) 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 November 15 and April 15, the Director shall grant the request for vacation if (a) there are no more than 3 employees scheduled for vacation at that time and granting the request would not result in more than three (3) CDL/hoisting license holders being on vacation at the same time, and (b) there is no bona fide department emergency at that time. If multiple vacation requests are received and granting more than one of them would violate the restrictions contained in this section, the Director shall resolve such conflicts in favor of the request(s) received first or in the event of requests received on the same day, in favor of the more senior requestors. The Director 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, in the Director's sole discretion, grant vacation to more than one (1) employee of the same classification at a time, and may grant vacation to an employee between November 15 and April 15, and may grant an employee vacation during a department emergency, provided, however, that any exercise of discretion or failure to exercise discretion by the Director in this area shall not be subject to a grievance.

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 than 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.

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.
- D. Summer use of sleeveless shirts as approved by the Director.

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 Manager for consideration and response.

If a unanimous agreement cannot be reached, a minority report may be submitted to the Town Manager 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 (6th) 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 (20th) 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 (25th) 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, 2018 and shall terminate automatically at midnight on June 30, 2021.

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 XXVI: 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 XXVII: 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 not utilizing a Town-assigned cell phone shall be eligible to receive a stipend of \$300 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 \$125 per year for use of their personal cell phone for Town purposes, subject to the same conditions below:

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.

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

Robert Weinstein, Chairman

Shop Steward

Maureen Burgess, Vice-Chair

AFSCME Representative

Janet W. Worthington, Clerk

Kristen Reed

Paul Wisotzky

Rae Ann Palmer, Town Manager

Date: _____

Date: _____

APPENDIX A CLASSIFICATION PLAN AND PAY RATES:

Attached as “Sheet 1”

640863/TRUR/0039

Sheet1

2%

PUBLIC WORKS DEPT. WAGE CLASSIFICATION PLAN

Effective July 1, 2018 - June 30, 2019

Class Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	FY '19
L-2	Foreman						33.99	
L-3	Foreman	28.12	28.79	29.35	29.98	30.51	31.05	
L-4	(1) Mechanic	26.84	27.42	27.96	28.53	29.03	29.57	
	(2) Bldg. Maint. Lead	26.84	27.42	27.96	28.53	29.03	29.57	
	(3) Transfer Station Attendant	26.84	27.42	27.96	28.53	29.03	29.57	
L-5	Machine Operator	25.89	26.45	26.97	27.48	27.97	28.47	
L-6	Head Custodian	24.95	25.52	26.04	26.56	27.02	27.51	
L-7	Truck Driver	24.95	25.52	26.04	26.56	27.02	27.51	
L-8	(1) Asst. Transfer Sta. Attendant/ Truck Driver	24.26	24.79	25.30	25.79	26.24	26.72	
	(2) Assistant Custodian	24.26	24.79	25.30	25.79	26.24	26.72	
	(3) Asst. Transfer Sta. Attendant	24.26	24.79	25.30	25.79	26.24	26.72	
	(4) Bldg. Maintenance Laborer	24.26	24.79	25.30	25.79	26.24	26.72	
L-9		23.89	24.36	24.92	25.42	25.86	26.33	

2%

PUBLIC WORKS DEPT. WAGE CLASSIFICATION PLAN

Effective July 1, 2019 - June 30, 2020

Class Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	FY '20
L-2	Foreman						34.67	
L-3	Foreman	28.68	29.37	29.94	30.58	31.12	31.67	
L-4	(1) Mechanic	27.38	27.97	28.52	29.10	29.61	30.16	
	(2) Bldg. Maint. Lead	27.38	27.97	28.52	29.10	29.61	30.16	
	(3) Transfer Station Attendant	27.38	27.97	28.52	29.10	29.61	30.16	
L-5	Machine Operator	26.41	26.98	27.51	28.03	28.53	29.04	
L-6	Head Custodian	25.45	26.03	26.56	27.09	27.56	28.06	
L-7	Truck Driver	25.45	26.03	26.56	27.09	27.56	28.06	
L-8	(1) Asst. Transfer Sta. Attendant/ Truck Driver	24.75	25.29	25.81	26.31	26.76	27.25	
	(2) Assistant Custodian	24.75	25.29	25.81	26.31	26.76	27.25	
	(3) Asst. Transfer Sta. Attendant	24.75	25.29	25.81	26.31	26.76	27.25	
	(4) Bldg. Maintenance Laborer	24.75	25.29	25.81	26.31	26.76	27.25	
L-9		24.37	24.85	25.42	25.93	26.38	26.86	

2.00%

PUBLIC WORKS DEPT. WAGE CLASSIFICATION PLAN

Effective July 1, 2020 - June 30, 2021

Class Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	FY '21
L-2	Foreman						35.36	
L-3	Foreman	29.25	29.96	30.54	31.19	31.74	32.30	
L-4	(1) Mechanic	27.93	28.53	29.09	29.68	30.20	30.76	
	(2) Bldg. Maint. Lead	27.93	28.53	29.09	29.68	30.20	30.76	
	(3) Transfer Station Attendant	27.93	28.53	29.09	29.68	30.20	30.76	
L-5	Machine Operator	26.94	27.52	28.06	28.59	29.10	29.62	
L-6	Head Custodian	25.96	26.55	27.09	27.63	28.11	28.62	
L-7	Truck Driver	25.96	26.55	27.09	27.63	28.11	28.62	
L-8	(1) Asst. Transfer Sta. Attendant/ Truck Driver	25.25	25.80	26.33	26.84	27.30	27.80	
	(2) Assistant Custodian	25.25	25.80	26.33	26.84	27.30	27.80	
	(3) Asst. Transfer Sta. Attendant	25.25	25.80	26.33	26.84	27.30	27.80	
	(4) Bldg. Maintenance Laborer	25.25	25.80	26.33	26.84	27.30	27.80	
L-9		24.86	25.35	25.93	26.45	26.91	27.40	

2%

PUBLIC WORKS DEPT. WAGE CLASSIFICATION PLAN

Effective July 1, 2017 - June 30, 2018

Class Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	FY '18
L-3	Foreman	27.57	28.23	28.77	29.39	29.91	30.44	
L-4	(1) Mechanic	26.31	26.88	27.41	27.97	28.46	28.99	
	(2) Bldg. Maint. Lead	26.31	26.88	27.41	27.97	28.46	28.99	
	(3) Transfer Station Attendant	26.31	26.88	27.41	27.97	28.46	28.99	
L-5	Machine Operator	25.38	25.93	26.44	26.94	27.42	27.91	
L-6	Head Custodian	24.46	25.02	25.53	26.04	26.49	26.97	
L-7	Truck Driver	24.46	25.02	25.53	26.04	26.49	26.97	
L-8	(1) Asst. Transfer Sta. Attendant/ Truck Driver	23.78	24.30	24.80	25.28	25.73	26.20	
	(2) Assistant Custodian	23.78	24.30	24.80	25.28	25.73	26.20	
	(3) Asst. Transfer Sta. Attendant	23.78	24.30	24.80	25.28	25.73	26.20	
	(4) Bldg. Maintenance Laborer	23.78	24.30	24.80	25.28	25.73	26.20	
L-9		23.42	23.88	24.43	24.92	25.35	25.81	

AGREEMENT

Between

TOWN OF TRURO, MASSACHUSETTS

and the

MASSACHUSETTS LABORER' S DISTRICT COUNCIL

in behalf of

TRURO PUBLIC EMPLOYEE'S LOCAL UNION

**SUPERVISOR/DEPARTMENT HEAD UNIT AND EMPLOYEE
UNIT**

of the

LABORER'S INTERNATIONAL UNION OF NORTH AMERICA

JULY 1, 2018 to JUNE 30, 2021

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION.....	2
ARTICLE 3 - MANANGEMENT RIGHTS	2
ARTICLE 4 - AGENCY SERVICE FEE AND PAYROLL DEDUCTION OF UNION DUES.....	3
ARTICLE 5 - UNION BUSINESS	4
ARTICLE 6 - APPLICABLE LAW AND REGULATIONS	4
ARTICLE 7 - SERERABILITY	4
ARTICLE 8 - NO STRIKE OR LOCKOUT	4
ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES.....	5
ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES.....	5
ARTICLE 10 - STABILITY OF AGREEMENT	7
ARTICLE 11 - SENIORITY.....	7
ARTICLE 12 - PERMANENT VACANCIES	8
ARTICLE 13 - COMPENSATION AND PERFORMANCE.....	9
ARTICLE 14 - LONGEVITY	10
ARTICLE 15 - SALARY ADJUSTMENTS FOR TRANSFERS AND PROMOTIONS.....	11
ARTICLE 16 - HOURS OF WORK AND OVERTIME	11
ARTICLE 17 - HOLIDAYS.....	12
ARTICLE 18 - VACATION LEAVE	13
ARTICLE 19 - SICK LEAVE, INJURY, BEREAVEMENT.....	15
ARTICLE 20 - MILITARY, JURY DUTY, AND LEAVE OF ABSENCE	18
ARTICLE 21 - PERSONAL LEAVE	22
ARTICLE 22 - PERSONNEL FILES.....	23
ARTICLE 23 - SAFETY	23
ARTICLE 24 - INSURANCE	23
ARTICLE 25 - DISCIPLINE.....	24
ARTICLE 26 - USE OF PRIVATE AUTOMOBILE.....	24
ARTICLE 27 - TUITION REIMBURSEMENT	25
ARTICLE 28 - PAST PRACTICES.....	25
ARTICLE 29 - DURATION OF AGREEMENT	26
ARTICLE 30 - EXECUTION.....	26
APPENDIX A - CLASSIFICATION AND COMPENSATION PLAN	1

ARTICLE 1 PREAMBLE

1.1 **AGREEMENT** made this _____, 2018 by and between the Town of Truro, Massachusetts, hereinafter called "The Employer", and the Massachusetts Laborer's District Council of the Laborers' International Union of North America AFL/CIO, hereinafter called "Union", in behalf of employees in the Town of Truro, as agreed upon between The Employer and the Union. The provisions of the Town of Truro Personnel Bylaw shall apply to employees covered by this agreement, except where this agreement contains a condition contrary to the provisions of the Bylaw. In such instances, the provisions of this agreement shall prevail.

1.2 **DEFINITIONS**

- **Anniversary Date** shall mean Actual Date of Hire by the Town.
- **Employee** shall only mean employees of the Town covered by this agreement and occupying a position defined in ARTICLE 2 – RECOGNITION
- **Full-time employee** shall mean any employee retained in full-time continuous employment which is thirty five (35) hours per week, who has completed six (6) months probationary employment.
- **Permanent Employee** shall mean any employee retained on a continuing basis in a permanent position.
- **Permanent Position** shall mean any position in the Town service which has required or which is likely to require 52 weeks continuous service of an incumbent, excepting vacations and/or other time permitted off under this Agreement, for a period, without interruption, of more than one (1) year, either on a full-time or part-time basis.
- **Probationary Period** shall mean a person filling a permanent position is considered a probationary employee until that person has been actively employed one hundred eighty (180) calendar days. The probationary period will be extended if absences exceed ten (10) working days. Extensions would be in the number of days exceeding ten (10) working days. It may be further extended by agreement between the Town, the Employee and the Union. Less than satisfactory performance will be grounds for dismissal at any point in the probationary period or extended probationary period, *without recourse under the current Agreement.*
- **Regular Part-time Employee** shall mean any employee in a permanent position who works twenty (20) hours or more per week.

- **Town** shall mean Board of Selectmen of the Town of Truro, Massachusetts, who shall be the "employer".
- **Town Manager** shall mean the person authorized by the Town to act on its behalf on day-to-day matters.
- **Union** shall mean the Truro Public Employees' Local Union, Supervisor/Department Head Unit and Employee Unit of the Laborer's International Union of North America and represented by the Massachusetts Laborer's District Council.
- **Union Steward** shall mean the person authorized in writing by the Union to act on its behalf on day-to-day matters.

ARTICLE 2 **RECOGNITION**

- 2.1 The Town recognizes the Union as the exclusive collective bargaining agent.
- 2.2 The Town hereby recognizes the Union as the exclusive bargaining representative of the following employees:

Supervisors/Department Heads: Principal Assessor, Council on Aging Director, Information Technology Director, and Health/Conservation Agent.

Other Town Hall Employees: Assistant Health and Conservation Agent, Office Assistant 4 (Assistant to the Treasurer/Deputy Collector, and Assistant to the Town Accountant), Council on Aging Outreach Coordinator, Council on Aging Transportation Coordinator, Council on Aging/Recreation Office Assistant 2, Office Assistant 2 (Assessor's Clerk and Conservation/Health/Building Clerk), Assistant Assessor/Data Collector, DPW Office Manager, and Office Assistant 3 (Financial and Executive Staff Support), and Office Assistant 1;

and **excluding** Town Accountant, Administrative Secretary/Licensing Agent, Clerk/Treasurer/ Collector, Building Commissioner, any employee that is not regularly scheduled to work 20 hours per week, all confidential and managerial employees, all seasonal, temporary and casual employees, and all other employees.

ARTICLE 3 **MANAGEMENT RIGHTS**

- 3.1 Unless an express, specific provision of this Agreement clearly provides otherwise, the Town of Truro, through the Board of Selectmen, and such other officials as may be authorized to act on the Town's behalf, retain all rights and prerogatives to

manage and control departments or functions in which bargaining unit personnel are employed.

3.2 By way of example but not limitation, management retains the following rights: to determine the organization of such departments or functions, the number of employees assigned to an organizational unit, work project, or task; to determine the policies and practices involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel; to determine how employees should be equipped by applying commonly accepted professional standards and safety requirements for a position; to establish qualifications for ability to perform work in classes and/or ratings, including physical and intellectual requirements; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to establish or modify work schedules and shift schedules, and the number and/or selection of employees to be assigned to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; to enforce existing rules and regulations for the governance of the various departments or functions and to add to or modify such regulations as it deems appropriate; to discharge, suspend, demote, or take other disciplinary action for cause against employees.

3.3 Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

3.4 Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights as well as any matter with the administration of various Departments or functions shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

ARTICLE 4

AGENCY SERVICE FEE AND PAYROLL DEDUCTION OF UNION DUES

4.1 Any member of the bargaining unit who is not a member of the Truro Public Employee's Local Union Supervisor/Department Head Unit and Employee Unit ("the Union") shall be required to pay an agency service fee. The agency service fee shall be established in accordance with the provisions of MGL Section 12 of Chapter 150E. The Union's recourse against any employee to whom the agency service fee applies who does not comply with its provisions will be to institute appropriate court proceedings to enforce such compliance.

The Union agrees to indemnify and hold harmless the Town of Truro, its officers, agents, employees and elected officials from any and all claims, demands, suits, back pay, interest, attorneys' fees or any other forms of liability whatsoever in connection with the administration or enforcement of the Agency Service Fee or Payroll Deduction of Union Dues provisions including but, not limited to, any proceeding in which the Town is made a party to the proceeding.

4.2 In accordance with State Law, the Employer agrees to deduct from the wages of each employee who authorizes the Town in writing to do so, such initiation dues and monthly dues as the Union shall designate. The amount of dues and initiation fee to be deducted shall be the amount identified on the check-off authorization.

ARTICLE 5

UNION BUSINESS

5.1 The Union Steward may consult with their supervisor when reasonably convenient to said supervisor, on any matters of Union business if agreeable to the Town Manager or designee. The supervisor shall arrange for such meeting and be reasonably accessible.

5.2 The Union Steward will be designated in writing to the Town immediately upon such designation, and the Union shall notify the Town in writing of any changes.

ARTICLE 6

APPLICABLE LAW AND REGULATIONS

6.1 It is understood that the provisions of the Agreement shall be subordinate to any present or subsequent federal, state, or municipal law, ordinance or published regulation to the extent that any portion hereof is in conflict therewith and nothing herein shall require the Employer and/or Employee(s) to do anything inconsistent with said law, ordinance, or published regulation under which it may, from time to time, operate or exist, nor anything inconsistent with the orders or published regulation of any competent government authority having jurisdiction to issue same. The administration of all matters covered by this Agreement is governed by the provisions of any existing or future laws, and Agreement shall at all times be applied subject to such laws.

ARTICLE 7

SEVERABILITY

7.1 If any provision of this Agreement is held invalid, by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

ARTICLE 8

NO STRIKE OR LOCKOUT

8.1 There shall be no strike or lockout during the term of this Agreement. The Union recognizes that it does not have the right to strike against the Town or to assist or participate in any such strike or impose a duty or obligation to conduct assist, or participate in any stricken.

8.2 No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of service. The Union agrees that

neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

8.3 Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forth with.

8.4 Any employee who breaches the agreement contained in this Article shall be subject to disciplinary proceedings up to and including discharge.

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURES

9.1 A grievance is defined as a dispute concerning the interpretation or application of an express provision of 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 aggrieved employee shall submit a written grievance to his/her immediate supervisor within seven (7) calendar days of occurrence. 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 provisions violated, and (3) the remedy sought.

In the case of an aggrieved Department Head, the first step shall commence at Step 2 of these procedures.

Within seven (7) calendar days after the filing, the aggrieved employee's immediate supervisor 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 Town Manager, 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 supervisor shall provide the employee with a written answer.

Step 2: If a grievance is not resolved after Step 1, and the employee so notifies the Town Manager, within ten (10) calendar days of receiving written answer to Step 1, a conference/meeting shall be arranged by the Town Manager, 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 be expedited). With the advance approval of the Town Manager, 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 Manager shall provide the employee with a written answer to the grievance within ten (10) calendar days after the completion of the conference/meeting.

Step 3: If a grievance is not resolved upon completion of Step 3, the Union (but not an individual employee) may invoke arbitration, however, if we cannot mutually agree upon an arbitrator, then both parties agree to file a demand with the American Arbitration Association within thirty (30) days after receipt of a decision by the Board of Selectmen, with all fees being shared equally by both parties. The decision of the arbitrator shall be final and binding on the parties as noted in section 11.3, 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.

9.2 Limits on grievance-arbitration. The following matters shall not be subject to grievance-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 promotion, reclassification, level change, or merit pay increase;
- c. The dismissal or discipline of a probationary employee;
- d. The substance of an evaluation;
- e. Any incident which occurred or failed to occur prior to the effective date of this Agreement.

9.3 Arbitration procedures.

- a. Any decision which requires the payment of monies which 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 of this Agreement or be arbitrary or capricious.

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

ARTICLE 10

STABILITY OF AGREEMENT

10.1 This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Anything not specifically included in this Agreement is not a part of the Agreement unless incorporated by reference.

10.2 The Agreement completes collective bargaining by the Union to alter the wages, hours, terms and conditions of employment, whether or not set forth in this Agreement, for the term of the Agreement.

10.3 The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

10.4 No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Board of Selectmen or its designee.

10.5 Should any provision of this Agreement or any supplement thereto become invalid by an Act of the Legislature or decision of a court or tribunal of competent jurisdiction, or if compliance with enforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force.

ARTICLE 11

SENIORITY

11.1 **Definition:** Seniority shall be acquired by an employee after completion of his/her six (6) months probationary period and shall be retroactive to the first day of employment.

11.2 **Accumulation:** Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave. Part-time employees shall be pro-rated based on a ratio of hours worked.

11.3 Break in Seniority: Seniority shall be broken when an employee (a) terminates voluntarily, (b) is discharged, (c) exceeds an authorized leave of absence, or (d) is laid off for a period of excess of twelve (12) months, except that any employee absent due to lay-off who fails to report for work within two (2) weeks after delivery of notice of recall by registered mail, shall lose all seniority.

11.4 Posting Seniority List: A seniority list of all employees covered by this Agreement showing name, position, date of appointment to job, classification covered by this Agreement, and date of entering service, will be established and maintained by the Employer and posted on appropriate Town bulletin boards, accessible to all employees affected. The roster will be revised and posted January 30th of each year and will be open to correction by the employee at any time, after having provided the employer with substantiated reason for correcting and/or amending the seniority list.

11.5 In case of lay-off of an employee whose seniority has not been broken, length of continuous service on the job (as defined in Article 13) shall be a factor in a reduction in force as well as qualifications and performance.

ARTICLE 12

PERMANENT VACANCIES

12.1 After the Town decides to fill a permanent vacancy of an existing position covered by this Agreement, a notice of vacancy shall be posted for a period of not less than fourteen (14) calendar days on all appropriate Employee Bulletin Boards before the position is permanently filled.

12.2 Any employee of the Town who is interested in filling any vacancy whether it involves upgrading or otherwise, may apply in writing to the Town Manager prior to the closing of the public advertisement for such vacancy.

12.3 The vacancy shall be filled on the basis of qualifications, performance and ability. If these factors are judged to be equal in the exclusive discretion of the Town, then seniority shall prevail.

12.4 The Town shall be the sole judge of qualifications, performance and ability.

12.5 The Town reserves the right to fill a position based upon the qualifications, performance, and abilities of all applicants, and will not be required to be subject to filling a position from a seniority list of existing employees.

12.6 In no event shall an employee, subject to this Agreement, be hired for or appointed to a new position in addition to the employee's current position, unless the employee may hold the two positions without violating any of the provisions of G.L. c. 268A and the Town Manager, in the Town Manager's sole discretion, approves the addition of the second position in advance and in writing.

ARTICLE 13
COMPENSATION AND PERFORMANCE

13.1 The hourly wages and salaries provided herein shall constitute the entire regular compensation attributable to the performance of the duties and responsibilities of the position. Certain unit positions are expected to be available to assist in the Town's response to weather related and other conditions which require service outside of the normal work day. Certain positions are also expected to meet certain deadlines in the performance of this work and to appear before boards, commissions, and committees outside the normal work day. Such positions shall continue to perform such work in the same manner and to the same extent as prior to execution of this Agreement and shall perform such work if needed even if said work did not occur prior to this Agreement unless such work is clearly over and above, outside and unrelated to his/her duties and responsibilities of the position.

13.1.1 The hourly wages and salaries set forth in Appendix A represent hourly wages and salaries to be paid to individuals holding the listed positions; including additional compensation for performance of Office Assistant 4 Assistant Town Clerk-type duties noted in sub-section 13.1.1 a. below. In the event any bargaining unit position becomes vacant, the Town has the right to negotiate with prospective replacements for their placement on the applicable salary schedule. Thereafter, the newly hired replacement shall receive the same negotiated across the board increases as other unit employees, and shall be eligible for step and merit pay adjustments under the same terms as other unit employees.

- a. In the temporary absence of the Town Clerk, the designated Office Assistant 4 will perform the following additional duties:
 - 1) Certifies documents; and
 - 2) Swears individuals to the faithful performance of their duties.

13.1.2 Each employee shall be entitled to compensation at the next higher step of their classification upon each classification anniversary date until they have reached Step 6, provided the employee's performance has been satisfactory, as determined in the performance evaluation process by the Town Manager, during the preceding year. No employee shall be eligible for more than one step increase per fiscal year.

13.2 Performance Evaluation. The performance of all permanent employees shall be evaluated on an annual basis using forms provided by the Town for this purpose and in accordance with Town policy.

13.2.1 The purposes of the annual performance evaluation will include (but not necessarily be limited to) the following:

- a. Establish and improve joint planning and communication between the Town Manager, Department Head and the Employee;

- b. Establish specific performance objectives and key performance factors;
- c. Identify any corrective action which may be helpful in meeting performance factors;
- d. Identify a plan for professional development; and
- e. Provide a basis for recognizing and rewarding exceptional performance, as well as making other personnel determinations.

13.2.2 All formal performance evaluations shall be in writing and shall be maintained as part of the employee's records.

13.2.3 Formal performance evaluations shall be conducted annually, and may be conducted, in individual cases, more frequently. After each formal evaluation has been prepared, the evaluator shall confer with the employee. Thereafter, the employee shall sign the evaluation, and shall have the opportunity to include or attach any comments.

13.2.4 Disputes arising with respect to performance evaluations shall not be subject to arbitration. An employee who disputes the substance of an evaluation shall, upon request, be granted a meeting with the Town Manager, but the substance of the evaluation shall not be subject to the formal grievance procedure. At such meetings, the parties shall make an earnest effort to clarify and resolve any differences.

13.2.5 Generally, Department Heads shall conduct evaluations for the department employees they supervise. However, any such evaluation, including the rating, shall be subject to the review and approval of the Town Manager. If the Town Manager determines that the rating is not justified, the Town Manager may take the steps necessary to correct the evaluation, including having that evaluation and future evaluations redone by the Department Head, the Town Manager or his designee. The Town Manager shall conduct evaluations on Department Heads.

13.2.6 Every new employee, during their first six (6) months probationary period, shall receive a written evaluation from their Department Head, or the Town Manager in the case of an employee who is the Department Head, at three (3) months indicating satisfactory performance. In order for an employee's probationary period to be deemed successfully completed, the final written evaluation must certify that the individual has satisfactorily completed the probationary period.

ARTICLE 14 **LONGEVITY**

Based on their employee anniversary date of employment, all regular full-time and regular part-time employees shall be entitled, after the first full six years of continuous

service to the Town, to a longevity bonus of three hundred dollars (\$300.00) and then an additional ninety dollars (\$90.00) for each year of service afterward. Upon completion of an employee's twentieth (20th) year of service, said bonus shall increase to one hundred fifteen dollars (\$115.00) for each of year of service over twenty (20). Upon completion of an employee's twenty-fifth (25th) year of service, said bonus shall increase to one hundred fifty (\$150.00) dollars for each of year of service over twenty-five (25). This bonus shall be paid on the first pay date of December of each year.

ARTICLE 15

SALARY ADJUSTMENTS FOR TRANSFERS AND PROMOTIONS

15.1 When an employee is promoted to a job with a higher rate of pay, he/she shall enter it at the rate which assures him at least the equivalent of a step increase in salary. However, he/she shall not exceed the maximum rate for the job.

15.2 Higher Classification Pay. An employee assigned by the Town Manager to perform the duties of a higher classification for a period of twenty (20) work days or more, exclusive of vacations, shall thereafter be paid the higher rate if he/she continues to work in the higher classification, with compensation retroactive to the first day of assignment. To qualify for said assignment the employee must assume and perform all duties of the higher classified position.

ARTICLE 16

HOURS OF WORK AND OVERTIME

16.1 The Town and the Union recognize the nature of the positions covered by this Agreement. Moreover, the total hours worked will be based on the fulfillment of the duties and responsibilities of each position with full understanding that the total number of hours of work may vary from season to season and/or week to week.

16.2 Generally, the work week for full-time employees is Monday through Friday, 8:00 a.m. - 4:00 p.m., with one (1) hour, unpaid, for lunch. The work week for part-time employees will be determined by the Town Manager and is subject to change with two week's notice to the affected employee.

16.3 All employees will be required to maintain regular work and office hours, as determined by the Town Manager after consultation with the employee. Employees are expected to be available to the public in their offices during regular work hours unless their duties, such as fieldwork, meetings and inspections, require otherwise. Except with prior approval by the Town Manager on a case-by-case basis, employees are not permitted to fulfill regular work or office hours by working at home.

16.4 For hourly employees, time and one-half of the regular rate shall be paid for all work performed in excess of forty (40) hours in any workweek, , and for work on Saturdays and Sundays and Holidays. Such work will only be authorized by the Town Manager for compelling reasons, and must be authorized in writing.

16.5 At the employee's request and with the advance approval of the Town Manager, an employee may be compensated for hours worked beyond the regular work day/week by being granted compensatory time off on an hour for hour basis. Compensatory time off will only be available for hours in excess of forty (40) in a workweek. If the hours worked constitute overtime, as defined in section 17.4, the compensatory time off will be 1.5 hours for an hour worked. With the advance approval of the Town Manager, up to 35 hours of compensatory time may be accrued, but it may not be carried over from year to year.

16.6 The employer shall provide reasonable notice of overtime assignments when practical, except for emergencies.

16.7 If an employee paid on an hourly basis is called back to work after having completed a full day's work, such employee shall be paid at time and one-half the straight time hourly rate of pay for time worked, with a minimum guarantee of two (2) hours pay at time and one-half of the straight hourly rate.

16.8 Employees who are paid on an hourly basis who are called in to work on an unscheduled work day with the approval of the Town Manager, shall be guaranteed two (2) hours pay calculated at a time and a half rate.

16.9 Overtime shall ordinarily be voluntary, but may be mandatory, in emergency situations as determined by the Town Manager.

16.10 Overtime work becomes such only when authorized by the Town Manager. Department Heads hold no authority to grant overtime hours for any employee under their supervision.

ARTICLE 17 **HOLIDAYS**

17.1 All hourly permanent full-time and permanent part-time employees shall receive one day at straight time pay, provided, however, that part-time employees will be paid for the hours normally worked; and exempted employees will be granted the time off with their compensation recognized as being included in their annual salaries, for the following legal holidays:

New Year's Day
Martin Luther King Day
President's Day
Patriots' Day
Memorial Day
½ Day before Christmas
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving day
Friday after Thanksgiving
Christmas Day
½ Day before New Year's Day

17.2 These aforesaid holidays shall be guaranteed whether or not they fall on or are observed on a regularly scheduled workday. It will be hereafter understood that days officially substituted or observed by the Commonwealth of Massachusetts in place of actual holidays, such as President's Day, Memorial Day, Columbus Day, and Veteran's Day, shall be likewise observed by the Town Employees of Truro. Holidays falling on Sunday are celebrated the following Monday. Holidays falling on Saturday are celebrated the preceding Friday.

17.3 To be eligible for such holiday pay, any employee shall have worked on the day preceding the holiday and have worked on the following day, unless on authorized leave.

17.4 If required to work on a holiday, employees shall receive time and one/half the regular rate, in addition to holiday pay.

ARTICLE 18 **VACATION LEAVE**

18.1 Vacation shall be as follows:

Vacation leave earned shall be computed from the date of employment with the Town. However, an employee shall not be entitled to vacation leave until the completion of the first six (6) months of service.

18.2 All permanent (Full time) employees shall be entitled to vacation each year on the following basis:

<u>Years of Service</u>	<u>Days of Vac. Per month (Jan.-Oct)</u>	<u>Max. Accrual</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+	2.5	30

Vacation time will be awarded at the end of the month for each full month of employment during the months of January through October.

18.3 Permanent part-time employees shall receive annual vacations as above, but multiplied by the ratio of their regularly scheduled part-time hours to regular full-time employment hours.

18.4 Vacations shall be granted by the Town Manager at such time as in his/her opinion will cause the least interference with the performance or regular work of the affected Department.

18.5 So far as practical, vacations shall be scheduled and coordinated with the respective Department Heads. Disputes will be resolved by the Town Manager with seniority being the deciding factor.

18.6 When an employee leaves the employ of the Town, he/she shall be paid for unused vacation earned up to the last day worked. In the event of the death of an employee, any accumulated vacation pay shall be paid to his or her estate.

18.7 Employees are not entitled to earn vacation time during leaves of absence.

18.8 Vacation presently accrued prior to the effective date of this contract shall not be lost as a result of its adoption.

18.9 Maximum vacation accrual will be calculated once per year on December 31st. The maximum number of vacation days allowed to be accrued will be effective on January 1st of each year. After an employee exercises their option to be paid for up to ten (10) days of unused accrued vacation leave in accordance with Section 19.11 of this Agreement, and if the employee still exceeds the maximum accrual permitted, the employee will not earn any additional vacation time until they have used their excess unused accrued vacation leave, and have reached an accrued vacation leave balance below the maximum accrual amount allowed per Section 19.2 of this Agreement.

18.10 Single Person Departments. Employees in single person departments who perform Town business during vacation time will be granted compensatory time off on a negotiated basis, provided such time worked is approved in advance and documented to the satisfaction of the Town Manager. Such work may not be mandated by the Town if the employee is on approved vacation time.

18.11 Ten (10) Day Vacation Buyback. Beginning in Fiscal Year 2005, employees with more than six (6) years of permanent full-time employment, may be paid for up to ten (10) days of unused vacation leave at their regular daily rate of pay in effect for that year, under the following conditions:

- a. Have no outstanding obligation to repay the Town for the use of advance vacation and/or sick leave; and
- b. Provide six (6) months advance notice to the Town Manager of their request; and
- c. Payment for unused vacation leave shall be paid on the first pay date of December of each year.

18.12 Employees are able to use up to eight (8) hours of vacation time on an hourly basis in a contract year.

ARTICLE 19

SICK LEAVE, INJURY, BEREAVEMENT

19.1 Employees Entitled to Sick Leave - All full-time and regular part-time employees who have been employed by the Town continuously for six (6) months may be allowed sick leave as a privilege but not as a right. However, sick leave use prior to an employee reaching six (6) months employment may be granted at the discretion of the Town Manager. In the application of sick leave privileges, the following rules shall apply:

19.1.1 Sick Leave Debits – Sick leave shall be debited in hourly increments

19.2 Sick Leave Credits - Commencing in Fiscal Year 2002, full-time employees shall earn annual sick leave credits upon the basis of 1.25 days for each full month of employment, however, 0.25 days per month for each employee shall automatically go into the employee sick bank as outlined in Section 20.3.2 of this Agreement. Regular part-time employees shall earn sick leave credits as above multiplied by the ratio of their regularly scheduled part-time employment hours to regular full-time employment hours, and shall contribute to the sick bank on a similar pro-rata basis.

19.3 Accumulation of Sick Leave Credits - Sick leave credits may be allowed to accumulate up to a maximum of 200 days, however, the sick leave buy back provision authorized by Section 20.3.4 of this Agreement is limited to a maximum of 150 days. Sick Leave presently accrued prior to the effective date of this agreement shall not be lost as a result of its adoption.

19.3.1 Illness on Duty. Whenever an employee becomes ill on duty and must go home, the employee will be debited sick leave as specified in Section 19.1.1 of this Agreement.

19.3.2 Sick Bank. Commencing in Fiscal Year 2005, all bargaining unit employees shall contribute 0.25 days per month as outlined in Section 20.2 of this Agreement, until such time as the sick bank reaches a balance of one hundred fifty (150) days, at which time employee deductions will stop. Employee deductions of 0.25 days per month will restart when the sick bank balance drops below seventy-five (75) days or less. If at any time the sick bank account falls below 24 days, each bargaining unit employee will be assessed an additional three (3) days to restock the sick bank. An employee may transfer additional time the employee has accumulated as sick leave into the sick bank at their sole discretion. Sick bank time is available for use by other bargaining unit employees only after they have exhausted their individual sick and vacation time. Sick leave transfers into the sick bank are irreversible. The sick bank is intended to be used in case of an extended illness.

19.3.3 Sick Bank Committee. A Sick Bank Committee shall be formed to oversee the use and operation of the Sick Bank, and to formulate additional working policies not

outlined in this Agreement, and shall be comprised of two (2) bargaining unit employees, the Town Manager, and one (1) member of the Finance Committee. Majority rule shall apply when a vote of the Committee is required, however, in the event of a tie vote, the Town Manager's decision shall be final. Any new working policies developed shall not supersede any provisions of this Agreement, and in the event of a conflict, the provisions of this Agreement shall take precedence.

19.3.4 Sick Leave Buy Back. Upon retirement or death, the employee, or their estate, will be paid for any unused sick days at a rate of twenty-five (25) percent of their pay rate at the time of their retirement or death. In addition, upon the voluntary separation of the employee after the successful completion of six (6) years of continuous employment, and at the discretion of the Town Manager, the employee will be paid for any unused accrued sick leave credits, up to a maximum of one hundred fifty (150) days, at a rate of twenty-five (25) percent of their pay rate at the time of their separation.

Effective July 1, 2009, employees, after six (6) years of service will be able to buy back up to five (5) sick days annually on the last pay date of the fiscal year.

19.4 Injury in the Line of Duty - Should a full-time or regular part-time employee be absent from work due to injury directly attributed to his/her employment other than as a result of his/her own misconduct or gross negligence, the salary or wage paid to such employee during such absence shall, for a period not to exceed six months, be at his/her regular rate of compensation less any payment received from Worker's Compensation or any other insurance paid by the Town, excluding any payments for medical expenses. The salary compensation paid by the Town will not be charged against sick time accrued by the employee. Thereafter, the employee's salary compensation will be reduced to only that received from Worker's Compensation and the employee will be placed on unpaid leave.

19.5 Bereavement Leave - In the event of the death of a member of the immediate family of an employee, said employee will be granted leave without loss of pay not to exceed five (5) days in order to attend the funeral or take care of related arrangements. Said leave will not be charged to sick leave or vacation leave. For purposes of this section, immediate family shall mean spouse or domestic partner of employee, parents or step parents of the employee and spouse, children or step children, brother, sister, grandparent and grandchild of employee.

19.5.1 In the event of the death of the employee's aunt, uncle, mother-in-law, father-in-law, sister-in-law, or brother-in-law, said employee will be granted leave without loss of pay not to exceed one (1) day in order to attend the funeral.

19.6 Serious Illness in Home - Sick leave may be used for serious illnesses of family members residing in the home of the employee or parent up to a limit of five (5) days. Permission to use more than five (5) days of sick leave for this purpose must be approved by the Town Manager. For purposes of this section, immediate family shall mean spouse, domestic partner, parents of the employee or spouse, children or siblings of the employee.

19.6.1 Employee medical appointments will be charged against sick leave.

19.7 Notification of Absence Required - Every employee who is ill shall call or cause his Department Head to be called and to be notified of such illness at the start of his/her work day. If an employee does not provide such notification, sick leave benefits may be withheld for the absence.

19.8 Reporting Injuries in the Line of Duty - Any employee of the Town, including emergency employees, injured in any way while in the service of the Town, shall report said injury or cause said injury to be reported to his/her Department Head forthwith, and in no event later than twenty-four hours after the occurrence of said injury. Said report shall be in writing or on forms provided for the purpose and shall contain the following information, as applicable:

- time and place of injury
- weather conditions
- description of work being done at time of injury
- description of equipment being used
- description of how accident occurred
- names of witnesses description of injuries
- name of attending doctor and hospital
- description of treatment received

19.9 Examination by Physician - The Town reserves the right to require an employee to submit a medical certificate from their physician for illness or injuries previous to payment for sick leave in excess of three (3) consecutive days, verifying they were unable to work and are fit to return to work, at the employee's expense.

19.9.1 Management reserves the right to require an employee to submit to a Fitness for Duty Evaluation(s) and/or Independent Medical Examination(s) by a physician of the Town's selection at the Town's expense, when an employee is out of work and/or being considered for return to work after a work or non-work related injury or illness, and if the Town Manager has reason to question the employee's fitness for work; to contact the employee's physician and to require that the employee sign a release for any medical records pertinent to the claimed illness or injury, or to a determination of fitness for duty. Said records would only be released to the Town's physician(s) and/or insurance company for settlement of claims or fitness for work.

19.10 Vacation Credited to Sick Leave - Vacation credits may be applied to sick leave, if needed. Such requests require Town Manager approval with concurrence from the Board of Selectmen.

19.11 Penalty for Abuse of Privileges - In the event of abuse of any regulation pertaining to sick leave privileges, the Town Manager or the Board of Selectmen may disallow sick leave and may discipline or discharge an employee.

19.12 Nothing in this contract shall affect in any way the Town's ability to initiate retirement or discharge proceedings for an employee who is medically incapacitated on a long term basis, or who represents that the employee is medically incapacitated on a long term basis from resuming the full duties of the employee.

ARTICLE 20

MILITARY, JURY DUTY AND LEAVE OF ABSENCE

20.1 Military Duty: Employees who are members of the military reserves, will receive the difference between military pay and regular pay for the annual two (2) week tour of duty in the military reserves.

20.2 Jury Duty: If an employee is called to jury duty on their regular work days he/she shall be paid for the difference between the jury service fee and their regular pay, provided that the proper documentation is submitted.

20.3 Unpaid Leave of Absence: Unpaid leave of absence may be granted to any employee for emergency purposes by the Town Manager with the concurrence of the Board of Selectmen, but only if such a request is determined by the Board of Selectmen to be reasonable and justified. Length of absence will be determined by the Board of Selectmen. Seniority rights do not exist nor accrue during any such period of absence. No accumulation of vacation days, sick days, etc. during such an absence will be allowed. Employees will pay for life, health, and dental insurance premiums in accordance with M.G.L. c. 32B. However, such emergency unpaid leave of absence shall not place a burden on the Town of Truro to the extent of any commitment by the Town. Such burden will be the responsibility of the employee.

Any employee wishing a leave of absence must notify the Town Manager in writing twenty-one (21) calendar days prior to the start of requested leave. The Town Manager shall respond to the employee in writing within ten (10) calendar days of the receipt of the request. It is understood by both parties that emergency conditions may preempt the normal process outlined herein.

20.4 Maternity Leave: A full-time or regular part-time employee who has completed her probationary period is eligible for a leave of absence without pay for up to eight (8) weeks for the purpose of giving birth, or adopting a child under the age of 18; or adopting a child under the age of 23, if the child is mentally or physically disabled. The employee will provide at least two (2) weeks notice of the date of departure and date of return.

Upon return, the employee shall be restored to her previous, or a similar position, with the same status, pay, length of service credit and seniority as of the date of the leave, unless other employees of equal standing have been laid off during the period of the leave. In such case, the employee on maternity leave shall retain preferential consideration for another position to which she may be entitled as of the date of the leave.

Health and basic life insurance coverage's will continue during the unpaid leave period, if the employee desires and arranges for full payment of regular premiums. No retirement contributions will be made during the period of unpaid leave.

An employee on maternity leave may use any accrued vacation time, accrued sick time, & Personal time to receive pay. However, after eight (8) weeks maternity leave, accrued vacation time, accrued sick time and personal time shall only be used as designated in such policies.

20.5 Family and Medical Leave Act:

The parties agree to incorporate the Family and Medical Leave Act of 1993 (Act) into the collective bargaining agreement. The following sets forth some of the requirements of the Act but is not intended as a complete description of the Act, nor is it intended to change, add to, subtract from or embellish the Act. If there is any conflict between the Act and this summary, the Act will prevail.

A copy of the federal regulations implementing the Act may be reviewed in the Town Manager's office.

In accordance with the Family Medical Leave Act of 1993, the Town will provide eligible employees up to twelve (12) weeks of unpaid leave in the twelve (12) month period for one or more of the following reasons:

- a. To care for a newborn or newly-placed, adopted or foster child; or
- b. To care for a child, spouse or parent with a serious health condition; or
- c. To care for the employee's own serious health condition.

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves either in-patient care at a health care, facility or continuous treatment of a health care provider.

To be eligible for leave, an employee must have been employed by the Town for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours within the previous twelve (12) month period.

The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the employee used leave under the Act.

Substitution of Paid Leave

If leave is taken under this policy because of the birth of a child, eligible female employees may choose to take accrued paid sick days or vacation for the first eight (8) weeks. During the remaining four (4) weeks eligible female employees must exhaust their accrued paid sick, personal days, and vacation.

An eligible male employee who takes leave for the birth of a child must exhaust his accrued personal days and vacation.

If leave is taken because of an employee's own serious health condition, eligible employees must first exhaust their accrued paid sick leave, personal days and vacation.

If an employee's accrued paid leave is less than twelve (12) weeks, the remaining weeks of leave will be granted without pay.

Notice Requirement

In the case of leave for the birth or placement of a child, an employee must provide two (2) weeks advance notice to his or her supervisor before the date on which the leave is expected to begin. Otherwise, thirty (30) days notice is required, unless that is not practicable, and then as soon as practicable.

If leave required for a serious health condition is foreseeable based on planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Town. Employees are further required to provide thirty (30) days advance notice to their supervisor, or if the needed treatment is not foreseeable, notice should be given as soon as practicable.

Certification Requirement

An employee requesting leave under this policy must provide medical certification to the Town, when requested by the Town, which supports leave for his/her own serious health condition or to care for a seriously ill child, spouse or parent.

Certification is to include the date on which the serious health condition began; the probable duration of the condition; appropriate medical facts regarding the condition; a statement that the employee is needed to care for a spouse, parent, or child (along with an estimate of the time required) or that the employee is unable to perform the essential functions of his or her job, and in the case of intermittent leave, the dates and duration of treatment to be given.

The Town may require at its own expense that a second opinion be obtained. In the event of conflicting opinions, the Town may require a third and final opinion at its expense to be provided by a health care provider jointly chosen by the Town and the employee.

The Town may require subsequent recertification on a reasonable basis.

Intermittent or Reduced Leave

An employee requesting leave because of his or her own serious health condition or the serious health condition of a child, spouse or parent may take leave, intermittently or on a reduced leave schedule, if it is medically necessary. The term intermittently describes a

leave schedule in which the employee does not take all twelve (12) weeks consecutively, but rather he or she takes a series of shorter leaves over an extended period of time. The term reduced leave describes a leave schedule in which the employee simply works fewer hours per week than usual.

The Town may require employees who seek an intermittent or reduced leave schedule to transfer temporarily to another position which can better accommodate recurring periods of leave than the employee's regular position, provided the alternative position provides equivalent pay and benefits. Once the period of intermittent or reduced leave has been completed, the employee must be transferred back to the position he or she held prior to the leave or to an equivalent position.

Any leave taken because of the birth of a child or placement of an adopted or foster child must be taken within one year of birth or placement of child.

Employee Benefits During Leave

The Town will maintain health coverage for an employee on leave under this policy at the level and under the same conditions (including the Town continuing to pay its portion of the health premium) as the employee would enjoy if not on leave. If the employee fails to return to work following the leave, unless the failure to return is due to the continuation, recurrence or onset of a serious health condition that would entitle the employee to leave for a serious health condition of him or herself or his or a family member, or other circumstances beyond the employee's control, the employee on leave under this policy will be responsible for the cost of his or her health coverage during the period of leave.

Reinstatement Following Leave

An employee on leave is entitled to reinstatement to the same or equivalent position with equivalent pay, benefits, and other terms and conditions of employment as he/she held before going on leave.

Following a leave, an employee shall receive all of the same benefits that the employee would have received had the employee not taken leave except employees while on unpaid leave under this policy shall not accrue vacation and sick leave.

20.6 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
- c. 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 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 for other professional services related to the elder's case.

Employee's Name: _____ Date: _____

ARTICLE 21 **PERSONAL LEAVE**

21.1 Employees covered by this agreement shall be allowed three (3) personal days per calendar year, pro-rated during the initial year of employment from the employee's anniversary date.

21.2 Personal days shall be taken in increments of at least one-half (1/2) of a regular workday.

21.3 Twenty-four (24) hours notice of personal time to be taken shall be given, except in emergency situations.

21.4 An employee must be employed at least six (6) months before earning any personal leave, with the understanding that one (1) personal day will be credited after the first six (6) months of employment, and the second day after the next six (6) months of employment, and then two (2) days annually starting in the second year of employment.

ARTICLE 22
PERSONNEL FILES

22.1 Each employee will have the opportunity to review their own personnel record in the Town files, upon request to the Town Manager as stated in MGL Ch.149 ' 52c. Such review will take place in the Town Manager's presence. Any addition to the personnel file of an adverse nature shall be shown to the employee. The employee shall have the opportunity to present additional mitigating information for inclusion in their file.

ARTICLE 23
SAFETY

23.1 The Town shall have the right to adopt rules and regulations for the protection of employees and the public. Both the Employer and the Union shall cooperate in the enforcement of such safety rules and regulations.

23.2 In order to provide reasonable and adequate protection for the lives, health and safety of employees, and whenever it is necessary by reason of hazards of processes or environment, encountered in a manner capable of causing injury or impairment in the functions of any part of the body, protective equipment, including personal protective equipment for eyes, face, and head, or protective clothing, shall be provided by the Town and shall be used, and maintained in a sanitary and reliable condition, by employees as necessary.

23.3 Safety Committee. There shall be a Town Safety Committee composed of nine (9) members, one (1) member from LIUNA, 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.

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

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

23.3.3 If neither side can agree, either side may submit a minority report to the Town Manager for consideration.

ARTICLE 24
INSURANCE

24.1 Medical Insurance: The Town shall contract for group health insurance plan for bargaining unit employees on the same basis as to other Town employees. The Town shall pay sixty-five percent (65%) of the cost of said plan, and shall deduct thirty-five

percent (35%) of the cost of said plan from employee's wages. Effective July 1, 2007, the Master Medical Plan (indemnity) will not be available to new employees or current employees who wish to switch plans. The employees who are currently enrolled in Master Medical may keep the plan if desired. Should the Town decide to leave the CCMHG, it shall advise the Union and will meet with the Union to discuss should the Union request to do so.

24.2 Life Insurance: Eligible members of the bargaining unit may participate in any insurance plan offered by the Town. The Town shall deduct the employee's share of the premium from payroll checks for participating members after receipt of proper authorization. Life insurance shall be in the amount of two thousand (\$2000.00) dollars.

24.3 Retirement: Bi-weekly deductions will be made into the Barnstable Retirement Plan.

24.4 The Town shall establish a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987 for the single purpose of enabling employees to pay their share of the premium for their insurance with pre-tax earnings.

24.5 Town Employee Health Insurance Advisory Committee. 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.

ARTICLE 25

DISCIPLINE

25.1 Department Heads, subject to the intervention, review and approval of the Town Manager, shall be responsible for determining the necessity of disciplinary action against employees they supervise and for carrying out any disciplinary action. The Town Manager shall be responsible for determining the necessity of disciplinary action against Department Heads and supervisors, and for carrying out any disciplinary action.

25.2 Civilian complaints. Complaints from private citizens will be reviewed upon receipt of a written Town Complaint Form, signed if possible, setting forth the circumstances of the complaint, including place, day, time and circumstances of the matter which is the basis of the complaint, and the complaint will be investigated thoroughly by the Town Manager, or designee, with the affected employee having a right of rebuttal to the allegation prior to any disciplinary action being taken.

ARTICLE 26

USE OF PRIVATE AUTOMOBILE

26.1 The Town will reimburse employees for the use of their private automobile for any and all Town business at the IRS rate.

ARTICLE 27
TUITION REIMBURSEMENT

27.1 At least one (1) year of continuous employment is required for an employee to be considered for tuition reimbursement; and, at least one (1) year of continuous employment is expected upon completion of the course of study. If the employee leaves Town employment before the one year payback has run its course, then the cost of the tuition reimbursement shall be deducted from any pay, sick leave or other benefits for which payment is due to the employee.

27.2 The maximum amount of reimbursement shall be five hundred (\$500.00) dollars per person, per fiscal year. The funding source for reimbursement shall be from the approved budget of the Department where the employee works.

27.3 In order to be reimbursed, an employee must achieve a 3.0 GPA for Undergraduate studies; for Graduate studies, a 3.0 GPA or a "pass" in the event of a "pass/fail" grading system.

27.4 The institution where the employee takes the course must be accredited and the course must be job-related, which is a determination to be made by the Town Manager.

27.5 If any time is lost in taking the course, it must be made up by the employee in the same or next pay period. If time is lost taking a course mandated as a condition of employment, the employee will be paid his/her normal rate of pay for said period.

ARTICLE 28
PAST PRACTICES

28.1 This contract incorporates the complete and entire agreement between the parties. As to any subjects for bargaining not expressly and specifically set forth in this Agreement, the Town reserves the right to make changes, and otherwise establish policies and procedures for orderly and efficient operations.

28.2 No prior agreements, practices, benefits, privileges or understandings, oral or written, shall be controlling on management unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

28.3 Management's failure, in one or more instances, to exercise its authority or rights or to insist upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of that authority or those rights.

ARTICLE 29
DURATION OF AGREEMENT

29.1 The provisions of this Agreement will be effective July 1, 2018 and will continue in full force and effect through June 30, 2021 and shall be automatically renewed from year to year thereafter, unless, during December of the last Fiscal Year of the Agreement, either party notifies the other in writing by certified mail, return receipt requested, of its desire to renegotiate the Agreement.

ARTICLE 30
EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____ 2018.

**Town of Truro
by the Board of Selectmen**

**Massachusetts Laborers'
District Council**

Robert Weinstein, Chairman

Maureen Burgess, Vice-Chairman

Janet Worthington, Clerk

Kristen Reed

Paul Wisotzky

APPENDIX A - CLASSIFICATION AND COMPENSATION PLAN

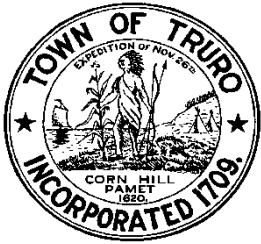
Effective July 1, 2018							
Grade	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7	Office Assistant 1	\$21.21	\$21.89	\$22.64	\$23.31	\$24.01	\$24.72
9	Office Assistant 2	\$22.53	\$23.58	\$24.59	\$25.64	\$26.41	\$27.19
9A	Office Assistant 3	\$23.82	\$24.78	\$25.73	\$26.66	\$27.46	\$28.28
	COA Transportation Coordinator	\$23.82	\$24.78	\$25.73	\$26.66	\$27.46	\$28.28
	Finance & Executive Support	\$23.82	\$24.78	\$25.73	\$26.66	\$27.46	\$28.28
9B	Office Assistant 4	\$24.89	\$26.07	\$27.30	\$28.59	\$29.45	\$30.33
10	COA Outreach Coordinator	\$25.33	\$26.53	\$27.69	\$28.83	\$29.68	\$30.58
	Asst. Principal Assessor	\$25.33	\$26.53	\$27.69	\$28.83	\$29.68	\$30.58
	Asst. Assessor/Data Collector	\$25.33	\$26.53	\$27.69	\$28.83	\$29.68	\$30.58
11	COA Director	\$56,598.87	\$59,549.59	\$62,378.85	\$65,290.93	\$67,279.12	\$69,297.48
12	Asst. Conservation/Health Agent	\$31.39	\$32.35	\$33.35	\$34.43	\$35.46	\$36.52
14	Conservation/Health Agent	\$71,838.14	\$75,604.61	\$79,369.99	\$83,068.05	\$85,560.09	\$88,126.89
15	Principal Assessor	\$73,544.74	\$77,107.02	\$80,696.87	\$84,217.20	\$86,743.71	\$89,346.01
16A	Information Tech. Director	\$32.32	\$33.51	\$34.69	\$35.89	\$36.96	\$38.08

Effective July 1, 2019							
Grade	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6

7	Office Assistant 1	\$21.63	\$22.33	\$23.10	\$23.77	\$24.49	\$25.22
9	Office Assistant 2	\$22.98	\$24.05	\$25.08	\$26.16	\$26.94	\$27.74
9A	Office Assistant 3	\$24.29	\$25.27	\$26.25	\$27.20	\$28.01	\$28.85
	COA Transportation Coordinator	\$24.29	\$25.27	\$26.25	\$27.20	\$28.01	\$28.85
	Finance & Executive Support	\$24.29	\$25.27	\$26.25	\$27.20	\$28.01	\$28.85
9B	Office Assistant 4	\$25.39	\$26.59	\$27.84	\$29.16	\$30.04	\$30.94
10	COA Outreach Coordinator	\$25.83	\$27.06	\$28.25	\$29.40	\$30.28	\$31.19
	Asst. Principal Assessor	\$25.83	\$27.06	\$28.25	\$29.40	\$30.28	\$31.19
	Asst. Assessor/Data Collector	\$25.83	\$27.06	\$28.25	\$29.40	\$30.28	\$31.19
11	COA Director	\$57,730.85	\$60,740.58	\$63,626.43	\$66,596.75	\$68,624.70	\$70,683.43
12	Asst. Conservation/Health Agent	\$32.01	\$33.00	\$34.02	\$35.11	\$36.16	\$37.25
14	Conservation/Health Agent	\$73,274.90	\$77,116.71	\$80,957.39	\$84,729.41	\$87,271.29	\$89,889.43
15	Principal Assessor	\$75,015.64	\$78,649.16	\$82,310.81	\$85,901.54	\$88,478.58	\$91,132.93
16A	Information Tech. Director	\$32.97	\$34.18	\$35.38	\$36.61	\$37.70	\$38.84

Effective July 1, 2020							
Grade	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7	Office Assistant 1	\$22.06	\$22.77	\$23.56	\$24.25	\$24.98	\$25.72
9	Office Assistant 2	\$23.44	\$24.54	\$25.59	\$26.68	\$27.47	\$28.29
9A	Office Assistant 3	\$24.78	\$25.78	\$26.77	\$27.74	\$28.57	\$29.43
	COA Transportation Coordinator	\$24.78	\$25.78	\$26.77	\$27.74	\$28.57	\$29.43
	Finance & Executive Support	\$24.78	\$25.78	\$26.77	\$27.74	\$28.57	\$29.43

9B	Office Assistant 4	\$25.89	\$27.12	\$28.40	\$29.75	\$30.64	\$31.56
10	COA Outreach Coordinator	\$26.35	\$27.60	\$28.81	\$29.99	\$30.88	\$31.82
	Asst. Principal Assessor	\$26.35	\$27.60	\$28.81	\$29.99	\$30.88	\$31.82
	Asst. Assessor/Data Collector	\$26.35	\$27.60	\$28.81	\$29.99	\$30.88	\$31.82
11	COA Director	\$58,885.47	\$61,955.39	\$64,898.96	\$67,928.69	\$69,997.19	\$72,097.10
12	Asst. Conservation/Health Agent	\$32.65	\$33.66	\$34.70	\$35.82	\$36.89	\$37.99
14	Conservation/Health Agent	\$74,740.40	\$78,659.04	\$82,576.54	\$86,423.99	\$89,016.72	\$91,687.21
15	Principal Assessor	\$76,515.95	\$80,222.15	\$83,957.03	\$87,619.57	\$90,248.15	\$92,955.59
16A	Information Tech. Director	\$33.63	\$34.86	\$36.09	\$37.34	\$38.46	\$39.61



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager & Kelly Clark, Assistant Town Manager

REQUESTED MEETING DATE: August 14, 2018

ITEM: Use of Secondary Roads in Truro

EXPLANATION: Many Road Races and Bike Ride organizations throughout the year request use of secondary roads in Truro. Several of the events are large events run by off Cape organizers that are passing through Town to end the event in Provincetown. While we believe that it may be difficult to prevent the events from passing through, it may be possible to restrict the route that is used. In response to your previous concerns about races utilizing secondary roads and the impacts on neighborhoods, residents, vehicle traffic, and safety, staff has not authorized use of some roads and has denied some applications, however not all organizations are cooperative. We believe that a policy may assist us in working with the event planners; therefore, we request that the Board provide policy guidance on the use secondary roads for these events. Staff will prepare a policy for your approval.

The estimate of the number of cyclists and runners throughout the given year from organized groups are in the table below.

Organization	Month	Number of participants	Roads
Ragnar	May	Up to 525 runners, plus support vehicles	Town Hall Road
Ocean to the Bay	June	100-200 runners	Highland Rd, Coast Guard Beach Rd
Cape Cod Getaway-National MS Society	June	2000 riders	Route 6 only with a stop at the school
Pan Mass Challenge	August	6000+riders	Rose Rd, Collins Rd, South Pamet Rd , and Castle Rd
American Lung Association	September	350 riders	Revised to Route 6, Head of the Meadow Rd and Holden St
Wounded Warrior Project	September	60 (veterans and staff)	Route 6 and Old Dewline Rd
Harbor To The Bay	September	200-300 riders	Route 6, South Highland, Highland Rd and Shore Rd
Run for Recovery	September	Relay Teams from each Cape Town (2-6 people per team)	Route 6 and Shore Rd
Truro Treasures 5K Run	September	50-100 runners	South Pamet Rd, Old County Rd, and Depot Rd

As reference, we are including the following information that was quoted to staff recently by an event organizer. Massachusetts General Law Chapter 85 § 11B *Bicycles; operation and equipment; regulations; federal product safety standards, effect; races; violations; penalties*, states, “Every person operating a bicycle upon a way, as defined in section one of chapter ninety, shall have the right to use all public ways in the commonwealth except limited access or express state highways where signs specifically prohibiting bicycles have been posted...”

SUGGESTED ACTION: *None required, request information for policy formation.*

ATTACHMENTS:

1. [MGL Chapter 85 § 11B](#)
2. Truro Bike and Road Race Application
3. MADOT Form

Part I ADMINISTRATION OF THE GOVERNMENT

Title XIV PUBLIC WAYS AND WORKS

Chapter 85 REGULATIONS AND BY-LAWS RELATIVE TO WAYS AND
BRIDGES

Section 11B BICYCLES; OPERATION AND EQUIPMENT;
REGULATIONS; FEDERAL PRODUCT SAFETY
STANDARDS, EFFECT; RACES; VIOLATIONS; PENALTIES

Section 11B. Every person operating a bicycle upon a way, as defined in section one of chapter ninety, shall have the right to use all public ways in the commonwealth except limited access or express state highways where signs specifically prohibiting bicycles have been posted, and shall be subject to the traffic laws and regulations of the commonwealth and the special regulations contained in this section, except that: (1) the bicycle operator may keep to the right when passing a motor vehicle which is moving in the travel lane of the way, (2) the bicycle operator shall signal by either hand his intention to stop or turn; provided, however, that signals need not be made continuously and shall not be made when the use of both hands is necessary for the safe operation of the bicycle, and (3) bicycles may be ridden on sidewalks outside

equipped so that the other person can comfortably reach the handlebars and pedals. The operator shall not transport any person under the age of one year on said bicycle.

(iii) Any person 16 years of age or younger operating a bicycle or being carried as a passenger on a bicycle on a public way, bicycle path or on any other public right-of-way shall wear a helmet. Said helmet shall fit the person's head, shall be secured to the person's head by straps while the bicycle is being operated, and shall meet the standards for helmets established by the United States Consumer Product Safety Commission. These requirements shall not apply to a passenger if the passenger is in an enclosed trailer or other device which adequately holds the passenger in place and protects the passenger's head from impact in an accident.

(iv) A violation of clause (ii) or (iii) shall not be used as evidence of contributory negligence in any civil action.

(3) The operator shall give an audible warning whenever necessary to insure safe operation of the bicycle; provided, however, the use of a siren or whistle is prohibited.

(4) The operator shall park his bicycle upon a way or a sidewalk in such a manner as not to obstruct vehicular or pedestrian traffic.

(5) The operator shall not permit the bicycle to be drawn by any other moving vehicle. The operator shall not tow any other vehicle or person, except that bicycle trailers properly attached to the bicycle which allow for firm control and braking may be used.

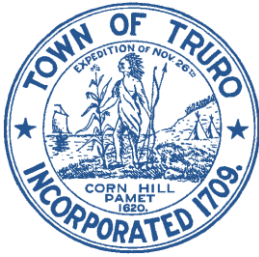
headlamps of a motor vehicle. This clause shall not prohibit a bicycle or its operator to be equipped with lights or reflectors in addition to those required by clauses (8) and (9).

(10) No bicycle shall be operated upon a way with handlebars so raised that the operator's hands are above his shoulders while gripping them. Any alteration to extend the fork of a bicycle from the original design and construction of the bicycle manufacturer is prohibited.

(11) The operator of a bicycle shall report any accident involving either personal injury or property damage in excess of one hundred dollars, or both, to the police department in the city or town in which the accident occurred.

Any federal product safety standards relating to bicycles which are more stringent than the requirements of clauses (7) through (10), inclusive, shall supersede said requirements.

Competitive bicycle races may be held on public ways, provided that such races are sponsored by or in cooperation with recognized bicycle organizations and, provided further, that the sponsoring organization shall have obtained the approval of the appropriate police department or departments. Special regulations regarding the movement of bicycles during such races, or in training for races, including, but not limited to, permission to ride abreast, may be established by agreement between the police department and the sponsoring organization.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004 , Extension: 110 or 124 Fax: 508-349-5505

APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

Applicant: _____ **Email:** _____

Group Affiliation (If Any): _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Cell Phone:** _____

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

Streets &/or Roads to be Used:

Date(s) and Hours Race/Event:

_____ **Day:** _____

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

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

Signature of Applicant

Date

Action by the Town Manager :

Date: _____

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved with the following reason(s): _____

Signature of the Town Manager : _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health/Conservation Agent Signature: _____ Comments/Conditions: Permits/Inspections needed:	Building Commissioner Signature: _____ Comments/Conditions: Permits/Inspections needed:
Police Department Signature: _____ Comments/Conditions:	Fire Department Signature: _____ Comments/Conditions:
DPW Signature: _____ Comments/Conditions:	Harbormaster Signature: _____ Comments/Conditions:
Recreation and Beach Director: _____ Comments/Conditions:	Other: _____ Comments/Conditions:

EVENT NOTIFICATION FORM

Date: _____

Ms. Mary-Joe Perry
District Highway Director, District Five
MassDOT, Highway Division
1000 County Street
Taunton, MA 02780

Dear Sir:

Please be advised that the Grantee(s) of this Event_____ has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race/ride** or other events impacting State Highways on Route(s) _____ in or through the City/Town(s) of _____ benefiting _____

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

LOCAL POLICE DEPARTMENT

Signed:_____

Title: _____

City/Town: _____

FIRE DEPARTMENT

Signed:_____

Title: _____

City/Town: _____

BOARD OF SELECTMEN/CITY COUNCIL

Signed:_____

Title: _____

City/Town: _____

STATE POLICE DEPARTMENT

Signed:_____

Title: _____

City/Town: _____



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: August 14, 2018

ITEM: Discussion on Questions submitted by the Part-Time Resident Advisory Committee (PTRAC)

EXPLANATION: Vice Chair Maureen Burgess requested that this item be placed on the agenda for a discussion on the Board's plan to respond at the Tax Classification Hearing to the residential tax exemption questions submitted by the Part-Time Resident Advisory Committee.

SUGGESTED ACTION: *Motion to*

ATTACHMENTS:

1. Questions PTRAC Chairman Larry Pisapio

The Committee proposed the following questions for the Board. They are in order of importance, & as such, it is respectfully requested that they be addressed in the following order ...

1. Can you state the BoS reason for proposing & implementing the RTE?
2. Could we offer additional community outreach for better use of tax exemptions (especially state reimbursed) in addition to the RTE?
3. Is there a timeframe for any potential increase in the RTE beyond its existing level?
4. Could you explain how a potential expansion of the RTE will work on year-round rental properties?
5. Can the Board consider additional ways to communicate with Part Time Residents (maybe a short, small leaflet/postcard can be included with the real estate tax bill?)
6. What metrics might you consider to see if the objectives of the RTE are reached and when?

thank-you

any questions - just email me

larry



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

6. CONSENT AGENDA

A. Review/Approve and Authorize Signature:

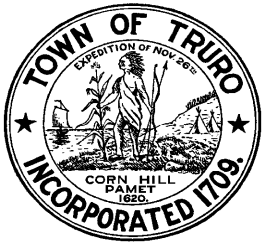
1. One Day Alcohol License for Pamet Harbor Yacht Club August 25th
2. MADOT Form for American Lung Association Annual Bike Ride September 30th
3. Application for New or Expansion of Existing Water Service-Colonial Village-630 Shore Road
4. Application for a Curb Cut Permit for 19 Priest Road-Stefanie O'Neill

B. Review and Approve Reappointments to: Susan Areson-Zoning Board of Appeals; Bob Panessiti-Charter Review Committee, Janice Parky-Open Space Committee, Patricia Wheeler-Truro Concert Committee and Human Services Committee, Gary Palmer-Charter Review Committee

C. Authorize Board of Selectmen Chair to Sign Housing Choice Initiative grant application

D. Review and Approve the Appointment of Police Chief Jamie Calise to Keeper of the Lock-up

E. Review and Approve Board of Selectmen Minutes: July 24, 2018



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant, on behalf of Charlie Costa, Manager at Pamet Harbor Yacht Club (PHYC)

REQUESTED MEETING DATE: August 14, 2018

ITEM: Applications for One Day Alcohol Licenses for Pamet Harbor Yacht Club for August 25th

EXPLANATION: MGL Chapter 138 § 14 provides local authority to license Special One-Day Alcohol licenses. The Pamet Harbor Yacht Club is requesting to hold an event in which alcohol will be served. The Police Chief has reviewed and approved each event.

Pamet Harbor Yacht Club, 7 Yacht Club Rd, has applied for a One Day Pouring License (Wine and Beer) Saturday, August 25, 2018 from 6:00pm-10:00pm. The PHYC Manager, Charlie Costa, has provided the Certificate of Liquor Liability Insurance, TIPS certification, and the Certificate of Inspection is current for 7 Yacht Club Rd. The Chief of Police has reviewed and signed the applications, July 20th.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Pamet Harbor Yacht Club will not be able to serve alcohol at their event.

SUGGESTED ACTION: *MOTION TO approve a Special One Day Alcohol licenses for Pamet Harbor Yacht Club at 7 Yacht Club Road for August 25th (Wine and Malt) from 6pm-10pm and to authorize the Chair to sign the application.*

ATTACHMENTS:

1. One Day Alcohol License Application from Pamet Harbor Yacht Club-August 25



TOWN OF TRURO
P.O. Box 2030, Truro, MA 02666
Licensing Department

PH: 508-349-7004, Ext. 110 or 124 Fax: 508-349-5505
Email: ntudor@truro-ma.gov or nscoullar@truro-ma.gov

RCVD 2018 JUL 16 AM 9:15
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Application for a One Day Pouring License
MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

BUSINESS/ORGANIZATION INFORMATION

Charlie Costa Pamet Harbor Club
Name of Applicant Business/Organization Name

Box 555 Truro, MA 02666
Mailing Address of Business/Organization

Non-profit or For-profit Entity

☒ Yes ☐ No

If yes, proof of Non-Profit Status **must** accompany this application

Charlie Costa 508-349-3772 [REDACTED]
Contact Person Phone Number Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name Mailing Address

Phone Number Email Address

EVENT INFORMATION

8/25/18 Social club event
Date(s) of Event for License to be issued Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 6 PM to 10 PM

Pamet Harbor Yacht Club, 7 Yacht Club Rd
Event Location (Must provide facility name, if any, street number and name)

Pamet Harbor Yacht Club, Inc 7 Yacht Club Rd, Truro, MA 508-349-3772
Property Owner Name and Address Phone number

— 80
Name of Caterer (if applicable) Approximate number of people attending

Is the event open to the general public ☐ Yes ☒ No

Will there be Entertainment ____ Yes X No If Yes, Type of Entertainment _____
Will there be Police Detail ____ Yes X No

Purchase & Service

License is for the Sale of:

- ☐ All Alcohol Beverages (\$75.00) ☒ Wines & Malt beverages Only (\$50.00)
☐ Wines Only (\$50.00) ☐ Malt Beverages Only (\$50.00)

What is the source of the alcohol for the event (where is it being purchased*?) David's Pure Brewing Blue Coast Beverages

*If Wine is being donated see ABCC - Charity Wine Fundraising Application at <http://www.mass.gov/abcc/spec-lic-perms.htm>

Who will be serving the Alcohol? Tamara Endlich

TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION

Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

[Signature]
Signature

7/13/18
Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the Town to the ABCC in Boston.
- Liquor Liability Insurance Certificate may be required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

Board of Selectmen _____ Meeting Date _____

Police Department [Signature] Date 7/20/18

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

Certificate of Completion

**This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on July 3, 2017
provided by Health Communications, Inc.
is hereby granted to:**

Tamara Endich

Certification to be sent to:

**131 Bakers Pond Rd
Orleans MA, 02653-3903 USA**



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2018

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

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

PRODUCER Starkweather & Shepley PO Box 549 Providence, RI 02901-0549 401 435-3600	CONTACT NAME: Jill Hulme	
	PHONE (A/C, No, Ext): 401 435-3600	FAX (A/C, No): 401 431-9379
E-MAIL ADDRESS: jhulme@starshep.com		
INSURED The Pamet Harbor Yacht Club, Inc. P.O. Box 555 Truro, MA 02666-0555	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Atlantic Specialty Insurance Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				01/16/2018	01/16/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability				01/16/2018	01/16/2019	\$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

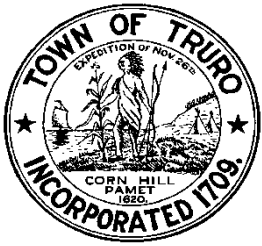
Town of Truro
 P.O. Box 2030
 Truro, MA 02666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maria A. Barnowski

© 1988-2014 ACORD CORPORATION. All rights reserved.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of Paul Curley, Route Manager for American Lung Association at the Providence RI Office

REQUESTED MEETING DATE: August 14, 2018

ITEM: Application for Permit for Organized Bike and Road Races for the American Lung Association on Sunday September 30th from 8:00am to 12:00pm

EXPLANATION: The American Lung Association will hold their 34th Annual Autumn Escape Bike Trek ride with 350 bicyclists. The ride starts in Plymouth and ends in Provincetown, from September 28-30th. The riders will be in Truro September 30th. At the Town's request, Paul Curley, the Route Manager has sent revised routes with the 3rd and final proposed route primarily using Route 6 North until a right on Head of the Meadow Rd left on Holden St., through the Seashore bike trail to High Head Rd and back North on Route 6 towards Provincetown.

The Board of Selectmen are the signature authority on the form for MassDOT for use of Route 6. The Town Manager will approve the use of the Town roads after comments are received from the Chief of Police, Fire Chief and DPW Director, providing that the Board of Selectmen agree to the proposed route and bike ride.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: On September 30th, the Autumn Escape Bike Trek will not be able to access Head of the Meadow Rd to Holden Rd and the bike trail to High Head Rd as a part of their usual Route through Truro.

SUGGESTED ACTION: *MOTION TO Approve the Bike and Road Race Application for Sunday, September 30th for the American Lung Association for the Autumn Escape Bike Trek.*

ATTACHMENTS:

1. American Lung Association, MADOT Form, Revised Bike Route through Truro, Truro Bike and Road Race Application, Letter to Town Manager, Certificate of Liability Insurance , Google Map Image of Road Requested Areas

EVENT NOTIFICATION FORM

34th Annual Autumn Escape Bike Trek

Date: 7/20/2018

Ms. Mary-Joe Perry
District Highway Director, District Five
MassDOT, Highway Division
1000 County Street
Taunton, MA 02780

Dear Sir:

Please be advised that the City/Town of Truro has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race**/or other events impacting State Highways on Route(s) 6 in or through the City/Town(s) of Truro benefiting American Lung Association

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

The Grantee must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

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

LOCAL POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

FIRE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____

Title: _____

City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

From: [Paul Curley](#)
To: [Nicole Tudor](#)
Subject: RE: 2018 Autumn Escape Bike Trek
Date: Friday, July 20, 2018 9:59:26 AM
Attachments: [image004.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[18 AEBT Tru DOT app.pdf](#)

Hi Nicole,

I am attaching the DOT form. Please let me know if it comes out alright on your end. If not I can fax it.

Thanks again for all your help with this and wish us luck for next weeks meeting,

Paul Curley

Manager | Development

American Lung Association

Framingham, MA | Providence, RI | New York, NY

781-314-9004 | Paul.Curley@Lung.org | www.Lung.org

From: Nicole Tudor <ntudor@truro-ma.gov>

Sent: Wednesday, July 18, 2018 1:22 PM

To: Paul Curley <Paul.Curley@lung.org>

Subject: RE: 2018 Autumn Escape Bike Trek

Hi Paul, I was just checking to see if you received my email below?

Thank you, Nicole

Nicole Tudor

Executive Assistant

Selectmen's Office

Truro Town Hall

PO Box 2030

24 Town Hall Road

Truro, MA 02666

Direct Line: (508) 214-0925

Extension: (508)349-7004 Ext 110

Fax: (508)349-5505

Email: ntudor@truro-ma.gov



1st Route Proposed

Sunday, Sept. 30, 2018

American Lung Association
Autumn Escape Bike Trek

Day 3

Go (Mile)	To (Mile)	Signs	Direction	Location (roads of travel in Bold)	Landmarks	Fastest	Slowest
Truro							
1	24.8		straight	on Old County Road	Prince Valley Rd on right	9:12	10:24
1.8	26.6		bear right	onto Depot Road			
0.5	27.1		straight	onto Pamet Road	slight jog, under Rt 6		
0.1	27.2		left	onto N. Pamet Road			
0.1	27.3	sign	left	onto Ramp to Rt 6 East	dirt road group goes straight		
0.1	27.4	ss	bear right	onto Rt 6 East	Caution heavy traffic		
2.5	29.9		right	onto South Highland Rd	sign for camping		
1	30.9		straight	on South Highland Rd	Horton's Campground on right		
0.2	31.1		straight	on South Highland Rd	entrance to museum on right		
0.1	31.2	sign	left	onto Highland Rd			
0.8	32	sign	left	onto Ramp to Rt 6 East			
0.1	32.1		bear right	onto Rt 6 East	Caution heavy traffic		
0.4	32.5	sign	right	onto Head of Meadow Road			
0.9	33.4		straight	into Rest Stop #3, Beach Parking Lot 100 Head of the Meadow Rd., Truro, MA 02657		9:33	11:18
0	33.4		exit	onto Head of the Meadow Bike Trail	narrow and bumpy in places		
1.9	35.3		left	onto High Head Road	dirt road		
0.3	35.6		bear right	on High Head Road	becomes paved		
0.3	35.9	ss	right	onto Rt 6 East	Caution heavy traffic		
1.7	37.6		straight	on Rt 6 East	town line	9:48	11:42
P-town							
2	39.6	lights	straight	on Rt 6 East	at Conwell/Race Point Road	9:54	11:54
0.5	40.1	BL - S	left	onto Shank Painter Rd			
0.1	40.2		left	onto Jerome Smith Rd	cemetery on left		
0.1	40.3		right	onto Winslow St	cemetery on left		
0.3	40.6		right	into Community Center 2 Mayflower St., Provincetown, MA 02657	Finish Day 3	10:00	12:00

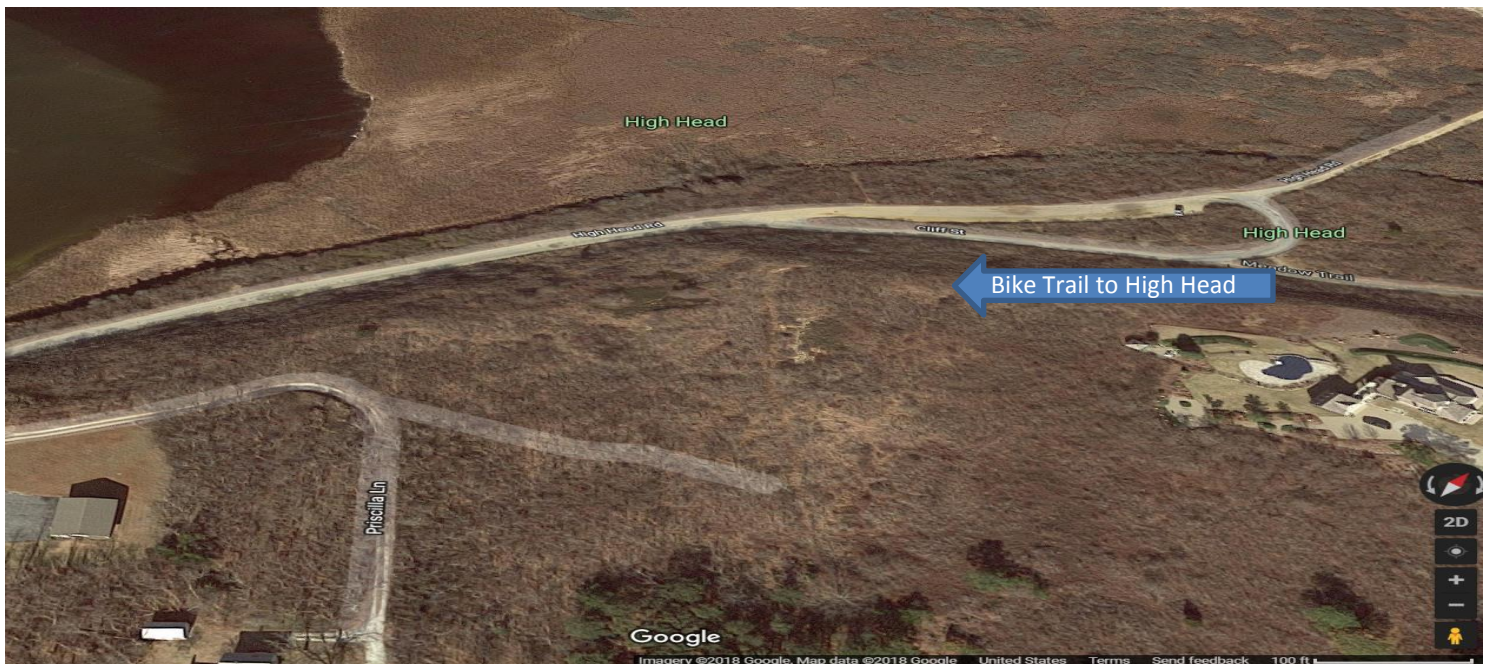
2nd Route Proposed

Go	To			
<u>(Mile)</u>	<u>(Mile)</u>	<u>Direction</u>	<u>Fastest</u>	<u>Slowest</u>
		White Crest Beach/Rest Stop 2		
		740 Ocean View Dr, Wellfleet, MA 02667		
	17.5	Head north on Ocean View Dr toward Cahoon Hollow Rd		
1.0	18.5	Slight left onto Long Pond Rd		
1.9	20.4	Turn right onto Lawrence Rd		
0.2	20.6	Turn right onto US-6 E		
1.7	22.3	Enter Truro	9:00	9:58
0.1	22.4	Slight right onto Rose Rd		
0.2	22.6	Turn right onto Collins Rd		
2.1	24.7	Turn left onto S Pamet Rd		
0.6	25.3	Turn right onto N Pamet Rd		
0.1	25.4	Sharp left toward US-6 E		
0.1	25.5	Slight right onto US-6 E		
2.4	27.9	Turn right onto S Highland Rd		
1.4	29.3	Turn left onto Highland Rd		
0.7	30.0	Turn left onto the ramp to US-6 E		
0.1	30.1	Merge onto US-6 E		
0.4	30.5	Turn right onto Head of the Meadow Rd		
0.9	31.4	Slight left onto Holden St		
0.1	31.5	Head of the Meadow Beach/Rest Stop 3		
0.0	31.5	Exit onto Head of the Meadow Bike Trail		
1.9	33.4	Turn left onto High Head Road		
0.3	33.7	Slight right on High Head Road		
0.3	34.0	Turn right onto Rt 6 East		
1.7	35.7	Straight on Rt 6 East	9:48	11:42
	35.7	Enter P-town		

3rd and Final Route Proposed

Go (Mile)	To (Mile)	Direction	Fastest	Slowest
		White Crest Beach/Rest Stop 2 740 Ocean View Dr, Wellfleet, MA 02667		
	17.5	Head north on Ocean View Dr toward Cahoon Hollow Rd		
1.0	18.5	Slight left onto Long Pond Rd		
1.9	20.4	Turn right onto Lawrence Rd		
0.2	20.6	Turn right onto US-6 E		
1.7	22.3	Enter Truro	9:00	9:58
0.0	22.3	Straight on Rt 6 East		
6.2	28.5	Turn right onto Head of the Meadow Rd		
0.9	29.4	Slight left onto Holden St		
0.1	29.5	Head of the Meadow Beach/Rest Stop 3		
0.0	29.5	Exit onto Head of the Meadow Bike Trail		
1.9	31.4	Turn left onto High Head Road		
0.3	31.7	Slight right on High Head Road		
0.3	32.0	Turn right onto Rt 6 East		
1.7	33.7	Straight on Rt 6 East	9:48	11:42
	33.7	Enter P-town		

RCVD 2018JUL2 PM2:56
ADMINISTRATIVE OFFICE
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

APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

Applicant: Paul Curley Email: biketrek@lungne.org
Group Affiliation (If Any): American Lung Association
Mailing Address: 260 W. Exchange St. Ste 102B City: Providence State: RI Zip: 02903
Phone: 781 314 9004 Cell Phone: 508 942 4621

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

33rd Annual Autumn Escape Bicycle Trek, 350 riders, no food served and no parking needed.

this is a tour and riders will follow all rules of the road

Streets &/or Roads to be Used:

route note included

RCVD 2018MAY10 AM11:04

ADMINISTRATIVE OFFICE

TOWN OF TRURO

Date(s) and Hours Race/Event:

~~XXXXXXXXXXXXXXXXXXXX~~

Sunday Sept. 30, 2018

Day: Sunday

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

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

~~6/27/2017~~ 5/4/2018

Signature of Applicant

Date

Action by the Town Manager :

Date: _____

____ Approved as submitted

____ Approved with the following condition(s): _____

____ Disapproved with the following reason(s): _____

Signature of the Town Manager : _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health/Conservation Agent Signature: <hr/>	Building Commissioner Signature: <hr/>
Comments/Conditions: <hr/>	Comments/Conditions: <hr/>
Permits/Inspections needed: <hr/>	Permits/Inspections needed: <hr/>
Police Department Signature: <hr/>	Fire Department Signature: <hr/>
Comments/Conditions: <hr/>	Comments/Conditions: <hr/>
DPW Signature: <hr/>	Harbormaster Signature: <hr/>
Comments/Conditions: <hr/>	Comments/Conditions: <hr/>
Recreation and Beach Director: <hr/>	Other: <hr/>
Comments/Conditions: <hr/>	Comments/Conditions: <hr/>

May 4, 2018

Rae Ann Palmer
Town Hall
24 Town Hall Road
Truro, MA 02666

Dear Ms. Palmer,

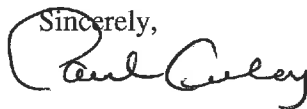
The American Lung Association's 2018 Autumn Escape Bike Trek is set to take place **Friday, September 28, through Sunday, September 30, 2018**. The Autumn Escape Bike Trek, now in its 34th year, is a three-day event to raise funds to help further our mission *to save lives by improving lung health and preventing lung disease*.

A maximum of 350 bicyclists will take part in the **Autumn Escape Bike Trek**. Riders participate at their own speed. All of the cyclists must wear ANSI approved helmets and are instructed to ride safely and follow all traffic laws and regulations. The **AEBT** will have both medical and mechanical support. We strive to limit our use of main roads when possible. Enclosed you will find a copy of our proposed route through your city/town.

I am contacting the Police Department and the Board of Selectmen/Town Manager for approval and recognition to pass through your town. Please sign this letter acknowledging your awareness of our event and return it the enclosed envelope no later than **June 29, 2018**. Your signature is necessary to obtain the appropriate State Highway Permits.

You can reach me with any questions or concerns at (781) 314-9000. Thank you for your continued support throughout the years.

More information is available on the **Annual Autumn Escape Bike Trek** at www.biketreknewengland.org.

Sincerely,


Paul Curley
Route Manager

Authorized Signature

Please Print Name/Title

Date

Northeast Office Locations

East Hartford, CT	Boston, MA	Springfield, MA	Albany, NY	New York, NY	West Seneca, NY	Providence, RI
Augusta, ME	Framingham, MA	Portsmouth, NH	Hauppauge, NY	Rochester, NY	White Plains, NY	Williston, VT

Donor Relations Center

45 Ash Street | East Hartford, CT 06108
Ph: 800-499-LUNG | Info@LungNE.org

1-800-LUNGUSA | Lung.org



CERTIFICATE OF LIABILITY INSURANCE

ALAO-73

OP ID: SM

DATE (MM/DD/YYYY)

05/08/2018

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

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

PRODUCER
SCS Agency, Inc.
1981 Marcus Avenue, Suite 125
Lake Success, NY 11042

CONTACT NAME: SCS Agency, Inc.

PHONE (A/C, No, Ext): 516-466-6007

FAX (A/C, No): 516-829-5857

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Ins. Co

18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
American Lung Association
45 Ash St.
East Hartford, CT 06108

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Sex Abuse-1000000					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						\$
A	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO			07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		07/01/2018	07/01/2019	AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

RE: 34th Annual Autumn Escape Bike Trek, Plymouth to Provincetown MA, September 28-30, 2018.

Certificate holder is included as additional insured as required by written contract. Subject to the policy terms & conditions.

CERTIFICATE HOLDER

TOWNOFT

Town of Truro
24 Town Hall Road
Truro, MA 02666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Colonial Village

REQUESTED MEETING DATE: August 14, 2018

ITEM: Approval of Truro Water Service Application for New or Expansion of Existing Water Service

EXPLANATION: Colonial Village has submitted an application for new or expansion of existing water service. Type of service requested is *water service for condominium conversion (separate meters, tap etc)* for ten individual cottages.

FINANCIAL SOURCE (IF APPLICABLE): n/a

IMPACT IF NOT APPROVED: The condominium establishment will not be able to separate their water service to each individual cottage.

SUGGESTED ACTION: *Motion to approve the water service for condominium conversion to ten individual cottages and authorize the Chair to sign.*

ATTACHMENTS:

1. Truro Water Service Application for New or Expansion of Existing Water Service

TOWN OF TRURO

JUN 27 2018

RECEIVED BY:



TOWN OF TRURO

BOARD OF HEALTH

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

RCVD 2018JUL24 am10:15

ADMINISTRATIVE OFFICE
TOWN OF TRURO

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

APPLICANT INFORMATION

Date: 6/27/2018 Name: Colonial Village
Water Service Address: 630 Shore RD Map/Parcel/Lot 03, 9-1, 9-2 630 Shore RD, No. Truro
Mailing Address: PO Box 606 City/State/Zipcode NO. Truro, MA 02652
Phone Number: 617 285-6525 Email Address: [REDACTED]

EMERGENCY TELEPHONE NUMBERS

Plumber Name: Cape Quality Jamie Meads Phone Number: 508-214-0131
Property Manager: Karen A. Kirby Phone Number: [REDACTED]
Other Name & Phone Number: Carol McCabe H [REDACTED]

TYPE OF SERVICE REQUESTED:

- ☐ New Water Service: Proposed Title 5 Design Flow: _____
☐ Expansion of Water Service:
☐ Existing Title 5 Design Flow: _____ Proposed Title 5 Design Flow: _____
☒ Water Service for Condominium Conversion (separate meters, tap etc.)

Type of Facility:

- | | | |
|--|---|---|
| <input type="checkbox"/> Single Family | <input checked="" type="checkbox"/> Condo | <input type="checkbox"/> Multifamily Dwelling |
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Motel | <input type="checkbox"/> Other: <u>Indiv. Cottages (10 units)</u> |
| <input type="checkbox"/> Retail | <input type="checkbox"/> Office Building | <input type="checkbox"/> Industrial: _____ |

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

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

Applicant Signature: [Signature]

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

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



TRURO BOARD OF HEALTH

7/17/2018

DATE OF APPROVAL

TRURO BOARD OF SELECTMEN

DATE OF APPROVAL

PROVINCETOWN WATER &
SEWER BOARD

DATE OF APPROVAL



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of Stephanie O'Neill property owner of 19 Priest Rd

REQUESTED MEETING DATE: August 14, 2018

ITEM: Review and Approval of Curb Cut Application

EXPLANATION: The property owner has applied for a curb cut permit for 19 Priest Road. DPW Director Cabral has signed off on the preliminary approval, and Police Chief Calise has signed his approval as well. The Application is now before the Board of Selectmen for approval.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The curb cut will not occur with a pending SFR Building Permit filed pending approval of the Curb Cut.

SUGGESTED ACTION: *MOTION TO approve the curb cut located at 19 Priest Road and authorize the Chair to sign.*

ATTACHMENTS:

1. Curb Cut Permit Application and Site Plan
2. Board of Selectmen Curb Cut Policy

EXHIBIT 1

RCVD 2018 JUL 13 PM 1:55

ADMINISTRATIVE OFFICE

TOWN OF TRURO

**TOWN OF TRURO
APPLICATION FOR A CURB CUT PERMIT**

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

Date: 07/11/18

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

Re: **APPLICATION FOR A CURB CUT**

Dear Board Members:

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

Name(s): Alexandra Pagán

Address: 137 High St., Third Floor, Belfast, ME 04915

Curb Cut Street Location: 19 Priest Road, Truro, MA

Affected Town or State road: Priest Road

Truro Assessor's Map Number: 39 Parcel Number: 88

Name of contractor: _____

Reason/explanation: To provide access to the site.

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

Applicant's Signature: 

Owner's Signature (if different):  Date: 07/11/18

Owner's Address (if different): 1166 Washington St., Apt 505, Boston, MA 02118-4111

Application for a Curb Cut Permit

Page 2

Director, Department of Public Works Preliminary Approval:

☒ Approved ☐ Disapproved ☐ Not Applicable



Director, Department of Public Works

7/20/18

Date

Chief of Police Approval:

☒ Approved ☐ Disapproved ☐ Not applicable



Chief of Police

7/20/18

Date

Board of Selectmen Approval:

☐ Approved ☐ Disapproved

Chairman, Board of Selectmen

Date

Planning Board Approval (if required):

☐ Approved ☐ Disapproved ☐ Not Applicable

Chairman, Planning Board

Date

Building Commissioner Approval:

☐ Approved ☐ Disapproved

Building Permit Number _____

Building Commissioner

Date

Mass Highway Referral (if required):

Date Forwarded _____

Signature

Director, Department of Public Works Declaration of Compliance:

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

Director, Department of Public Works

Date

Building Commissioner Final Approval:

☐ Approved ☐ Disapproved

Certificate of Occupancy _____

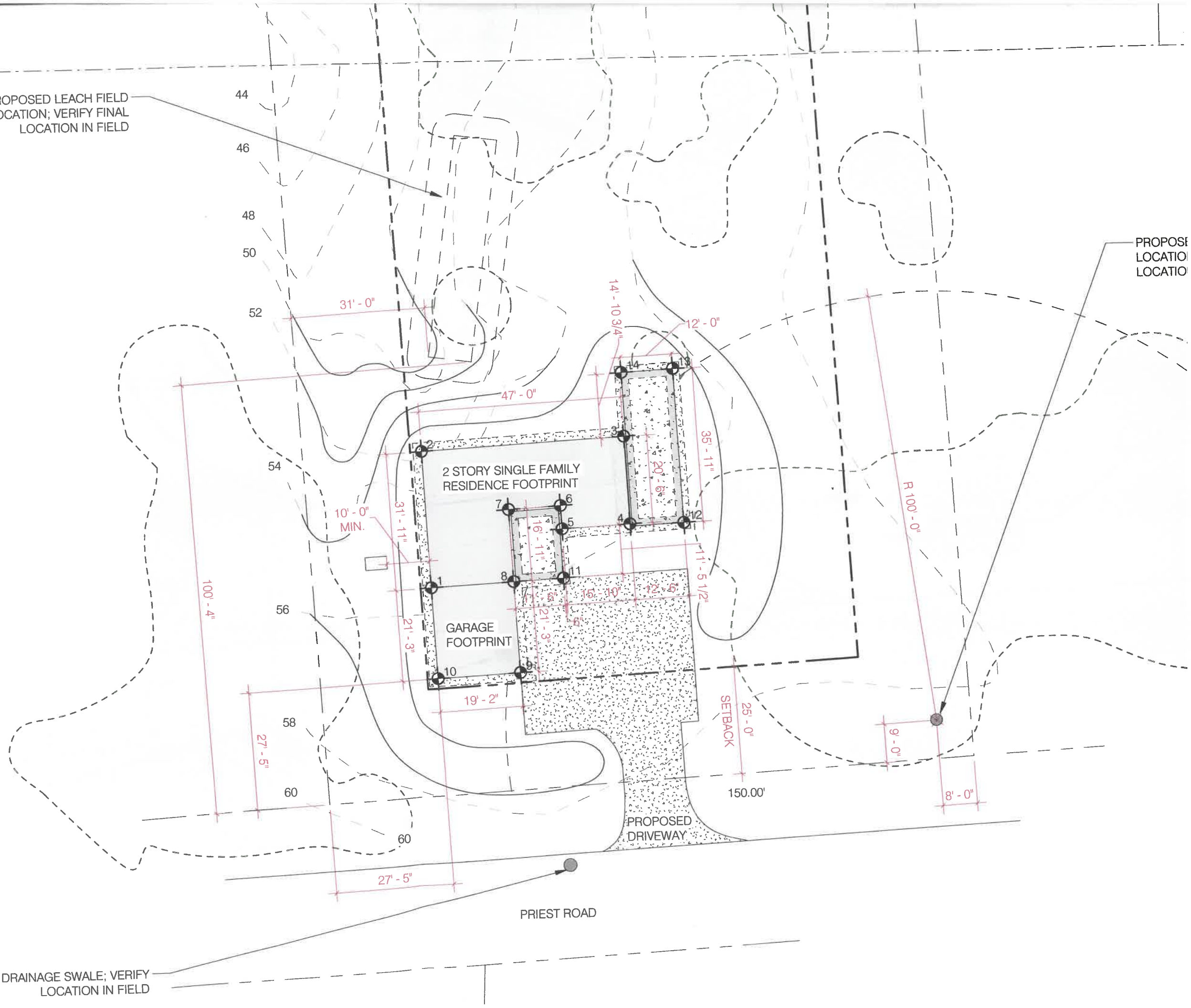
Building Commissioner

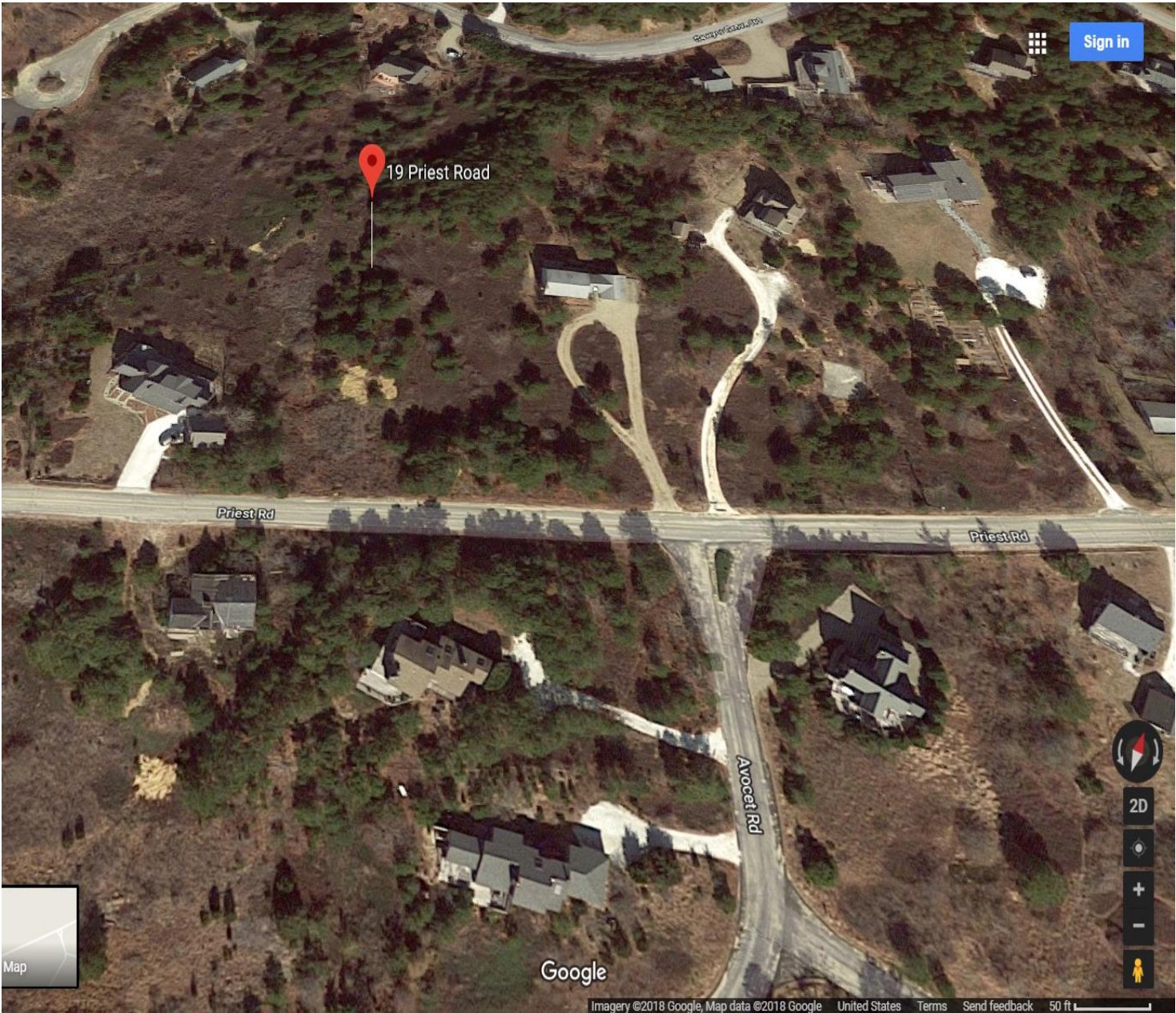
Date

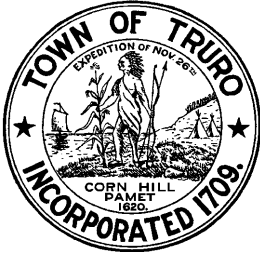
PROPOSED LEACH FIELD
LOCATION; VERIFY FINAL
LOCATION IN FIELD

PROPOSED
LOCATION;
VERIFY FINAL
LOCATION IN FIELD

DRAINAGE SWALE; VERIFY
LOCATION IN FIELD







TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

POLICY MEMORANDUM #28

Date: Adopted June 6, 2000, revised 9/22/04, 2/28/06, 6/13/06, 10/13/07

Subject: **CURB CUT POLICY**

1. Introduction

Due to the continuing growth in construction activity in Truro and the associated growth in curb cuts, the Board of Selectmen has established the following Curb Cut Policy in order to address inherent safety concerns.

This policy is intended to provide control over access to Town or State owned roads and uniformity of requirements and standards of construction for every curb cut request. Upon inspection by the Director of the Department of Public Works, there may be additional construction requirements imposed for a particular situation, but none that would be contradictory to the Subdivision Control Laws as outlined in MGL Chapter 41, Sections 81K through 81GG, or the Town of Truro Rules and Regulations governing the Subdivision of Land (Rules and Regulations), Sections 3.6.2, 3.6.6, 4, Table 1 and Section 1.5.

2. Policy

Alteration of existing curb cut(s) and/or requests for additional curb cuts off of a Town or State owned road(s) shall cause an applicant to for file a Curb Cut Permit (CCP). Any application for a building permit that includes a proposed curb cut on property off a Town or State owned road will first require an approved CCP. The approved CCP must be provided to the Truro Building Commissioner prior to or at the time of requesting a building permit. No such building permit will be issued without an approved CCP. Additionally, a final certificate of occupancy for the construction will not be issued unless the conditions of the CCP have been met.

The Truro Board of Selectmen will refer any Town concerns regarding proposed curb cuts on State owned roads to the Massachusetts Highway Department for consideration.

The curb cut construction requirements of this Policy will be applicable to new construction, existing structures, and renovations thereto.

3. Action

Application for a CCP will be made on approved forms available at Town Hall or the Department of Public Works. A copy of the current (as of this date) CCP application form is attached as Exhibit 1. The applicant for

a CCP, or his/her agent, will be available to the Director of the Department of Public Works and the Chief of Police to enable a site inspection and to answer any questions regarding the CCP application.

The Planning Board approval/sign off is required for approved subdivision roads on Town or State roads and for endorsed Site Plan Review on Town or State roads.

All curb cuts shall be located and constructed in such a manner so as to **preclude**:

- a. Damage to the Town or State road either at the time of construction or in the future;
- b. Drainage from private property onto the Town or State road;
- c. Introduction of sand, soils, or other materials onto the Town or State road; and
- d. Any other potential hazard to public safety as may be identified by the Director of the Department of Public Works and/or the Chief of Police.

All curb cuts will comply with the Town of Truro construction requirements, as noted on the attached information sheet and shown as Exhibit 2; the design standards shown under the Rules and Regulations, Section 2.5.8; the Mass Highway permit requirements as applicable; and/or as required by the Director of the Department of Public Works.

All applications for a curb cut and approval of performance conditions on Town roads shall be subject to review, including a site visit by the Director of the Department of Public Works and the Chief of Police, prior to approval. The Director shall make recommendations on each application, based upon the Town's construction requirements as outlined above, such as location, materials to be used, catch basin(s) location(s), and so forth, if required. All such required construction will be at the applicant's expense. The Chief of Police will review the application site to ascertain that the curb cut will not be detrimental to traffic flow and the public's safety.

Final approval by the Director of the Department of Public Works shall be made only after approval by the Planning Board, if required, after completion of all construction, and after a final inspection by the Director of the Department of Public Works has been made. Final written approval shall become a part of the property records maintained by the Building Commissioner, and shall be completed prior to the issuance of a certificate of occupancy.

The Board of Selectmen may waive any requirements of this policy, at their sole discretion, when such waiver is deemed to be in the best interests of, and at no cost to, the Town of Truro.

4. Enforcement

Failure to comply with this policy shall result in one or more of the following actions:

- a. A refusal to issue a building permit (permit approval) and/or a certificate of occupancy (permit compliance);

- b. A request to Mass Highway for disapproval of the applicant's request for a permit to enter a State Highway; and/or
- c. A penalty of \$300.00 for each violation through the non-criminal disposition process as outlined in the Truro General Bylaws. Each day a violation exists shall be considered a new violation.

2. **Process**

Following is an outline of the chronological process to be used for conformance to this Policy:

- a. Applicant submits an approved application for a Curb Cut Permit.
- b. Director of the Department of Public Works performs a site visit, attaches his recommendations to the Board of Selectmen, and forwards the completed curb cut application to the Chief of Police.
- c. The Chief of Police performs a site visit; he notes his approval/disapproval of the application based on safety considerations and forwards the application to the Board of Selectmen.
- d. Board of Selectmen approves/disapproves the application w/wo conditions and forwards the results to the applicant. If the application is disapproved, the process starts over again with a revised application reflecting the reason(s) for disapproval.
- e. Upon the approval of the Board of Selectmen, applicants whose curb cut applications are tied to a building permit will proceed as below:
 - 1. Applicant includes the approved Curb Cut Permit to his/her application for a building permit.
 - 2. Construction occurs.
 - 3. Property owner or his/her agent applies for a certificate of occupancy.
 - 4. Director of the Department of Public Works performs a site visit to determine compliance with the conditions of the Curb Cut Permit and informs the Building Commissioner, in writing, that the conditions have or have not been met. If the latter, the applicant will be informed of what actions are required to meet the conditions of the Curb Cut Permit and that they must be completed prior to the issuance of a certificate of occupancy.

Alfred Gaechter, Chairman

Gary Palmer, Vice-Chairman

Christopher R. Lucy, Clerk

Curtis Hartman

Janet W. Worthington
Board of Selectmen
Town of Truro

EXHIBIT 1

TOWN OF TRURO
APPLICATION FOR A CURB CUT PERMIT

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

Date: _____

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

Re: **APPLICATION FOR A CURB CUT**

Dear Board Members:

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

Name(s): _____

Address: _____

Curb Cut Street Location: _____

Affected Town or State road: _____

Truro Assessor's Map Number: _____ Parcel Number: _____

Name of contractor: _____

Reason/explanation: _____

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

Applicant's Signature: _____

Owner's Signature (if different): _____ Date: _____

Owner's Address (if different): _____

_____ Approved _____ Disapproved _____ Not Applicable

Date

_____ Approved _____ Disapproved _____ Not applicable

Date

_____ Approved _____ Disapproved

Date

_____ Approved _____ Disapproved _____ Not Applicable

Date

_____ Approved _____ Disapproved Building Permit Number _____

Date

Date Forwarded _____

Signature

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

Date _____

____ Approved ____ Disapproved Certificate of Occupancy _____

Date _____

EXHIBIT 2

TOWN OF TRURO CURB CUT DESIGN AND CONSTRUCTION REQUIREMENTS

General: Any owner of property abutting Town or State roads shall, before beginning any construction, make written application to the Board of Selectmen, in duplicate. The application will be accompanied by a plan showing the following:

1. Complete plans drawn to scale on the property in question, including the location of property lines and all existing driveways, using a scale of no less than 40' = 1".
2. Indication of any drive that is to be altered or closed.

The following additional requirements must be met and agreed upon by the applicant/owner:

1. The applicant must furnish a list of all materials, including any necessary signs, to be part of any construction within the Town or State layout.
2. All work and material shall meet the standards of the Town of Truro and/or the Mass Highway requirements, if applicable.
3. Any alterations to the original application shall require a new permit.
4. All curb cuts and street approaches will be inspected during and after construction, and the Town has the right to stop work until such time as any objectionable conditions are corrected at the applicant/owner's expense.
5. The cost of any/all construction and maintenance of any work to take place within the Town or State layout; all materials and labor; and any work specified and approved by the Board of Selectmen, shall be borne by the applicant/owner, their grantees, successors and assignees.

Design and Construction Requirements:

Driveways should be located to the best advantage with regard to the road alignment, profile, sight distance conditions, road safety, and so forth.

The standards call for not more than one (1) curb cut for any one property. A variance may be granted by the Board of Selectmen, subject to an individual need.

The radius of a private driveway may not extend beyond the private owner's property line without the abutting owner's written consent.

All driveways or private road entrances or exits shall be hot mixed and bermed, oiled, or hardened with such materials to the road/property sideline so as to prevent erosion of such driveway/private road entrance or exit which would cause sand or material to be washed onto Town or State roads. This should be completed as soon as possible, weather permitting.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: August 14, 2018

ITEM: Approval of Susan Areson applying to serve on the Zoning Board of Appeals and Bob Panessiti to serve on the Charter Review Committee, Janice Parkey to serve on the Open Space Committee, Patricia Wheeler to serve on the Concert Committee and Human Service Committee, and Gary Palmer to serve on the Charter Review Committee

EXPLANATION: Susan Areson has submitted her application to be re-appointed to serve as an Alternate on the Zoning Board of Appeals. All paperwork is complete and an endorsement of the applicant from the Chair is enclosed.

Bob Panessiti, current member and Chair on the Charter Review Committee, has submitted an application to be re-appointed to the Charter Review Committee for a three-year term. All forms/paperwork are up-to-date.

Janice Parky current member on the Open Space Committee has submitted an application to be re-appointed to the Open Space Committee for a three-year term. All forms/paperwork are up-to-date.

Patricia Wheeler, current member and Chair on the Concert Committee, has submitted an application to be re-appointed to the Concert Committee for a three-year term. All forms/paperwork are up-to-date.

Patricia Wheeler, current member on the Human Services Committee, has submitted an application to be re-appointed to the Human Services Committee for a three-year term. All

forms/paperwork are up-to-date.

Gary Palmer, current member on the Charter Review Committee, has submitted an application to be re-appointed to the Charter Review Committee for a three-year term. All forms/paperwork are up-to-date.

FINANCIAL SOURCE (IF APPLICABLE): n/a

IMPACT IF NOT APPROVED: The applicants will be unable to continue to serve on the Zoning Board of Appeals, Open Space Committee, Concert Committee, Human Services Committee, and the Charter Review Committee.

SUGGESTED ACTION: *Motion to approve Susan Areson to serve on the Zoning Board of Appeals as an Alternate for a one year term which will expire June 30, 2019.*

MOTION TO appoint Bob Panessiti to the Charter Review Committee for a three-year term, expiring on June 30, 2021.

MOTION TO appoint Janice Parky to the Open Space Committee for a three-year term, expiring on June 30, 2021.

MOTION TO appoint Patricia Wheeler to the Truro Concert Committee for a three-year term, expiring on June 30, 2021.

MOTION TO appoint Patricia Wheeler to the Human Services Committee for a three-year term, expiring on June 30, 2021.

MOTION TO appoint Gary Palmer to the Charter Review Committee for a three-year term, expiring on June 30, 2021.

ATTACHMENTS:

1. Reappointment Board/Committee/Commission Membership Checklist
2. Application to Serve-Susan Areson and Chair's endorsement
3. Application to Serve-Bob Panessiti

4. Application to Serve-Janice Parky
5. Application to Serve-Patrice Wheeler
6. Application to Serve-Patrice Wheeler
7. Application to Serve-Gary Palmer



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Office of the Board of Selectmen

Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

Committees/Commissions/Board Members Seeking Reappointment

Committee/Commission/Board Name: Zoning Board of Appeals

Committee/Commission/Board Member Name: Susan Areson

Length of term: **1 Year Term**

Chair's endorsement of reappointment ☒

Standards of Professional Conduct signed ☒

On-Line Ethics Training Completed *Certificates good for 2 years* ☒

Signed Acknowledgment/Summary of Conflict of Interest Law ☒

Sexual Harassment Board of Selectmen Policy #19 ☒

Committee/Commission/Board Name: Charter Review Committee

Committee/Commission/Board Member Name: Bob Panessiti, Chair

Length of term: **3 Year Term**

Chair's endorsement of reappointment ☐ n/a

Standards of Professional Conduct signed ☒

On-Line Ethics Training Completed *Certificates good for 2 years* ☒

Signed Acknowledgment/Summary of Conflict of Interest Law ☒

Sexual Harassment Board of Selectmen Policy #19 ☒

Committee/Commission/Board Name: Open Space Committee

Committee/Commission/Board Member Name: Janice Parky

Length of term: **3 Year Term**

Chair's endorsement of reappointment ☒

Standards of Professional Conduct signed ☒

On-Line Ethics Training Completed *Certificates good for 2 years* ☒

Signed Acknowledgment/Summary of Conflict of Interest Law ☒

Sexual Harassment Board of Selectmen Policy #19 ☒

Committee/Commission/Board Name: Truro Concert Committee
Committee/Commission/Board Member Name: Patricia Wheeler, Chair
Length of term: **3 Year Term**
Chair's endorsement of reappointment
Standards of Professional Conduct signed ☒
On-Line Ethics Training Completed *Certificates good for 2 years* ☒
Signed Acknowledgment/Summary of Conflict of Interest Law ☒
Sexual Harassment Board of Selectmen Policy #19 ☒

Committee/Commission/Board Name: Human Services Committee
Committee/Commission/Board Member Name: Patricia Wheeler
Length of term: **3 Year Term**
Chair's endorsement of reappointment ☒
Standards of Professional Conduct signed ☒
On-Line Ethics Training Completed *Certificates good for 2 years* ☒
Signed Acknowledgment/Summary of Conflict of Interest Law ☒
Sexual Harassment Board of Selectmen Policy #19 ☒

Committee/Commission/Board Name: Charter Review Committee
Committee/Commission/Board Member Name: Gary Palmer
Length of term: **3 Year Term**
Chair's endorsement of reappointment ☐
Standards of Professional Conduct signed ☒
On-Line Ethics Training Completed *Certificates good for 2 years* ☒
Signed Acknowledgement/Summary of Conflict of Interest Law ☒
Sexual Harassment Board of Selectmen Policy #19 ☒



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: Susan Areson HOME TELEPHONE: [REDACTED]

ADDRESS: 2 Eric's Rd WORK PHONE: XX

MAILING ADDRESS: P.O. Box 65 Truro E-MAIL: [REDACTED]

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

reappointment as alternate member

SPECIAL QUALIFICATIONS OR INTEREST: _____

COMMENTS: I want to continue on the board, as I am invested in the challenging cases before us.

While I still have much to learn from my more seasoned colleagues on the board, I believe I offer a

fresh and fair perspective.

RCVD 2018 JUL 11 PM 1:05

ADMINISTRATIVE OFFICE

TOWN OF TRURO

Susan Areson

7/11/18

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

INTERVIEW DATE: _____ APPOINTMENT DATE (IF _____)

Noelle Scoullar

From: Comcast [REDACTED]
Sent: Tuesday, July 24, 2018 11:14 AM
To: Noelle Scoullar
Subject: Re: Re-Appointment of Susan Areson

Recommend and endorse her reappointment without reservation.

Buddy

On Jul 24, 2018, at 8:07 AM, Noelle Scoullar <nscoullar@truro-ma.gov> wrote:

Hi Buddy,

Can I get your comments on the re-appointment of Susan Areson as alternate on the ZBA?

Thank you!
Noelle

From: Noelle Scoullar
Sent: Thursday, July 12, 2018 10:18 AM
To: Buddy Perkel
Cc: Nicole Tudor
Subject: Re-Appointment of Susan Areson

Good Morning Buddy!

Susan Areson has submitted her application to serve as an alternate member of the ZBA. Would you be so kind as to send an endorsement?

Thank you!
Noelle

From: scans@smtp.truro-ma.gov [<mailto:scans@smtp.truro-ma.gov>]
Sent: Thursday, July 12, 2018 9:25 AM
To: Noelle Scoullar
Subject: Message from Mail Room KM_C458



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: Robert Panessiti HOME TELEPHONE: [REDACTED]

ADDRESS: 20 Knowles Heights WORK PHONE: _____

MAILING ADDRESS: 552 E. Broadway St E-MAIL: [REDACTED]

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

Charter Review Comm'ttee

SPECIAL QUALIFICATIONS OR INTEREST: _____

FinCom - Previous Charter Review - Truro Public Safety
Task force

COMMENTS: _____

SIGNATURE: [Signature] DATE: 6/20/18

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: Janie Parley HOME TELEPHONE: [REDACTED]

ADDRESS: 24 Hughes Rd, D. Truro WORK PHONE: [REDACTED]

MAILING ADDRESS: POB 104 E-MAIL: [REDACTED]

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

Open Space Committee
SPECIAL QUALIFICATIONS OR INTEREST: experience

COMMENTS: _____

SIGNATURE: Janie Parley DATE: 7-2-18

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

SIGNATURE: _____ DATE: _____


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

From: [Nick Norman](#)
To: [Nicole Tudor](#)
Subject: Re: Reappointment of Janice Parkey (Open Space)
Date: Tuesday, July 03, 2018 5:33:33 PM

I hearty endorse Janice Parkey for the Open Space Committee.

Is this enough?

Thanks,

Nick Norman
3Harbors Realty
3harborsrealty.com


Local Knowledge.
Community Roots.

On Jul 3, 2018, at 3:01 PM, Nicole Tudor <ntudor@truro-ma.gov> wrote:

Hi Nick,

When you have a moment, can you send me an email endorsing the reappointment of Janice Parkey to the Open Space Committee?

Thank you, Nicole

Nicole Tudor
Executive Assistant
Selectmen's Office
Truro Town Hall
PO Box 2030
24 Town Hall Road
Truro, MA 02666
Direct Line: (508) 214-0925
Extension: (508)349-7004 Ext 110
Fax: (508)349-5505
Email: ntudor@truro-ma.gov

RCVD 2018 JUL 17 AM 11:31

ADMINISTRATIVE OFFICE
TOWN OF TRURO

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: Patricia A. Wheeler HOME TELEPHONE: [REDACTED]ADDRESS: 22 Quailridge Rd. WORK PHONE: _____MAILING ADDRESS: P.O. Box 289, Truro MA 02666 E-MAIL: [REDACTED]

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

TRURO Concert Committee

SPECIAL QUALIFICATIONS OR INTEREST:

Have served in various capacities through 17 years, most recently as chair. I have administrative past experience, a love of music and a wish to volunteer.

COMMENTS:

To bring a long standing outdoor summer entertainment to the town. Next year we celebrate our 25th year!

SIGNATURE: Patricia A. WheelerDATE: 7/18/18

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

SIGNATURE: Patricia A. WheelerDATE: 7/18/18

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: Patricia Wheeler HOME TELEPHONE: [REDACTED]ADDRESS: 22 Quaitridge Rd. WORK PHONE: [REDACTED]MAILING ADDRESS: P.O. Box 289, Truro MA 02666 E-MAIL: [REDACTED]FAX: [REDACTED] MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: HumanServices CommitteeSPECIAL QUALIFICATIONS OR INTEREST: long time member -obviously interested in contributing to
welfare of town through volunteering and
willingness to continue to serve.

COMMENTS: _____

SIGNATURE: Patricia Wheeler DATE: 7/18/18

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

SIGNATURE: _____ DATE: _____

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

From: [Martin Thomas](#)
To: [Nicole Tudor](#)
Subject: RE: Reappointment Patricia Wheeler - Human Services Committee
Date: Sunday, July 22, 2018 6:22:10 AM
Attachments: [image002.png](#)
[image004.png](#)
[image006.png](#)

Hi Nicole,

I just came across this email again. I'm sorry for not responding before now. Hectic summer! I hope I'm not too late.

How's this:

"Pat Wheeler has been an indispensable member of the Human Services Committee for long before I joined the group myself. Besides acting as Clerk/Secretary and keeping excellent minutes of our proceedings, she is also the de facto historian for the group, having served as a member for many years."

Marty Thomas, Chair

From: [Nicole Tudor](#)
Sent: Tuesday, July 17, 2018 2:11 PM
To: [Martin Thomas](#)
Cc: [Noelle Scoullar](#); [Elizabeth Sturdy](#)
Subject: Reappointment Patricia Wheeler - Human Services Committee

Hi Marty,

When you have a moment would you kindly comment on the reappointment of Patricia Wheeler to the Human Services Committee? She has put in an application for reappointment.

Thank you for your time,

Nicole

Nicole Tudor

Executive Assistant
Selectmen's Office
Truro Town Hall
PO Box 2030
24 Town Hall Road
Truro, MA 02666
Direct Line: (508) 214-0925
Extension: (508) 349-7004 Ext 110
Fax: (508) 349-5505
Email: ntudor@truro-ma.gov



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Gary Palmer HOME TELEPHONE: [REDACTED]
 ADDRESS: 11 bayberry ln WORK PHONE : _____
 MAILING ADDRESS: box 130 02666 E-MAIL: [REDACTED]
 FAX: _____ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Charter Review

SPECIAL QUALIFICATIONS OR INTEREST: Chaired first charter review. Served nine years as selectman

COMMENTS: _____

RCVD 2012JUN 11 PM 3:00

ADMINISTRATIVE OFFICE
TOWN OF TRURO

SIGNATURE: *Gary Palmer* DATE: 6/1/12

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

SIGNATURE: _____ DATE: _____

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



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: August 14, 2018

ITEM: Authorize Board Chair to Sign Housing Choice Initiative Grant Application

EXPLANATION: As you may recall, Truro was named a Housing Choice Community by the Commonwealth. As a result of the designation, the Town is eligible to apply for a capital grant. Staff and the Housing Authority are working on a grant for funding to assist in the installation of water service to the Cloverleaf site. The grant is due to be submitted on August 17th.

IMPACT IF NOT APPROVED: The Housing Choice Initiative Grant Application will not be signed for submission to the State Housing Choice Program.

SUGGESTED ACTION: **MOTION TO AUTHORIZE** the Board of Selectmen Chair to sign the Housing Choice Initiative Grant Application.

ATTACHMENTS:

1. None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: August 14, 2018

ITEM: Approval of Police Chief Jamie Calise as Keeper of the Lockup

EXPLANATION: Massachusetts General Law Chapter 40 § 35 requires the Selectmen of each town that maintain a lockup to annually make an appointment of Keeper of the Lockup. The Keeper of the Lockup shall have the care and custody of the lockup and of the persons committed thereto. This appointment is to be recorded with the Town Clerk.

FINANCIAL SOURCE (IF APPLICABLE): n/a

IMPACT IF NOT APPROVED: There will be no Appointment of Keeper of the Lock-up.

SUGGESTED ACTION: *Motion to appoint Police Chief Jaime Calise to serve as Keeper of the Lockup for a one year term commencing June 18, 2018 which will expire June 30, 2019.*

ATTACHMENTS: None

DRAFT

Truro Select Board Meeting Wednesday, July 24, 2018 Truro Town Hall

Select Board Members Present: Chair Robert Weinstein; Maureen Burgess, Kristen Reed, Paul Wisotzky, Janet Worthington

Present: Town Manager Rae Ann Palmer; Assistant Town Manager Kelly Clark

Chair Robert Weinstein called the meeting to order at 5:00 p.m.

PUBLIC COMMENT

Claire Perry expressed concerns about the Little Pamet and its clapper valve as presented in the *Preliminary Ecological Assessment of the Lower Pamet River Valley* done by Association to Preserve Cape Cod. She distributed material which she had prepared on the Little Pamet in the hopes that the Select Board would make it a future agenda item.

David Sawicki of the Part-Time Residents Advisory Committee (PTRAC) commented on the agenda item to discuss the Part-Time Residents Annual Meeting. He read a statement from the PTRAC president about including the Resident Tax Exemption (RTE) in the agenda for the annual meeting.

David Still, Cape Cod Commission Communications Coordinator, extended an invitation to the Board, Town Manager and interested public for the 5th Annual One Cape Summit on August 15 and 16, 2018.

David Dewitt of the Cannabis Coalition read an e-mail from their attorney regarding their concerns regarding the draft marijuana bylaw. He offered to forward an electronic version with their comments for inclusion in agenda for the Planning Board hearing.

COMMITTEE APPOINTMENT

Michael Holt came forward to explain his interest in becoming a member of the Truro Concert Committee. He is a musician and has experience in organizing concerts and music festivals.

Paul Wisotzky moved to approve the appointment of Michael Holt to the Truro Concert Committee for a three-year term ending June 30, 2021. Maureen Burgess seconded, and the motion carried 5-0.

BOARD OF SELECTMEN ACTION

Community Center as Emergency Shelter

Carol Nickerson had sent a letter about use of the Community Center as an emergency shelter that allows pets. Rae Ann Palmer reviewed the suggestion, and Emergency Management Director Fire Chief Tim Collins gave more information on the feasibility of opening a Town shelter. There are requirements that the regional shelters are able to meet, but having an EMT and a police officer present at a Town shelter might not be possible, he said. Ms. Palmer said it was still worth looking into a Truro shelter. Chief Collins said the Public Safety Facility is open

to the public as a warming station in winter and a cooling station in summer. Rae Ann Palmer said that Truro would need to further study whether the Provincetown shelter would still be available if the Town opened its own shelter. Carol Nickerson said the original plan for the Community Center was to have it available as an emergency shelter. Chair Weinstein said the Board would like to include her in planning. The rest of the Board was in unanimous support for investigation the proposal, noting inclusion in the budget and consideration of Red Cross food requirements.

Alert Truro

Fire Chief Tim Collins explained features of Alert Truro, the emergency notification system that is now in place. Besides emergencies, the system does notifications for Town events. He presented a video on the features of Alert Truro. Sign up is available on the Town website. Assistant Town Manager Kelly Clark demonstrated how to sign on. Ms. Palmer said sign-up help is available at Town Hall and at the COA. Landline phones, cell phones and e-mail all connect to Alert Truro. Chair Weinstein asked about notifications for those who have no access to any of these. Chief Collins said there is a list of those who need pro-active notices and help. The Chief anticipates getting the program running before the end of summer. Eighty-four people are already signed up. The system does not replace 9-1-1 in an emergency.

Zoning Bylaw Amendment Referrals

Town Manager Rae Ann Palmer reviewed the zoning bylaw process. By statutory requirements, two bylaws needed to be referred back to the Planning Board for a public hearing: a draft Marijuana Bylaw and a draft House Size Bylaw. The Cannabis Bylaw hearing was advertised for a public hearing to be held in Selectmen's Chambers at Town Hall on July 25, 2018. It will be opened there but immediately moved to the Community Center to accommodate an anticipated large audience. The House Size Bylaw will be advertised for a public hearing in mid-August.

Paul Wisotzky moved to refer the Adult Cannabis Establishment Bylaw and the Area and Height Regulations Bylaw to the Planning Board for a public hearing. Kristen Reed seconded, and the motion carried 5-0.

Annual Part-Time Residents Meeting Agenda

Rae Ann Palmer said the Annual Part-Time Residents Meeting had been scheduled for August 9, 2018. The Local Comprehensive Planning Committee is interested in the part-time residents input for the Local Comprehensive Plan. Ms. Palmer suggested that the meeting focus on getting this information and be led by a facilitator. Paul Wisotzky, representative to the Local Comprehensive Planning Committee, said this was the best opportunity to gather the information from part-time residents. He said an update on the Residential Tax Exemption (RTE) could be included in the meeting.

Julie Dupree asked if there was an available draft Local Comprehensive Plan. The 2005 Plan is the only document in place at this time. David Sawicki returned to discuss the lack on consultation with the Part-Time Residents Advisory Committee. He said that the Residential Tax Exemption is still of importance to the part time residents. He said that no one had contacted the PTRAC about the agenda. Mr. Sawicki said the PTRAC members were working

on questions about the tax plan. Janet Worthington asked about expanding topics beyond the RTE. Rae Ann Palmer said she had not given the Part-Time Residents Advisory Committee any topics. Ann Greenbaum came forward to explain that its chair had not requested input from Ms. Palmer. Chair Weinstein said the intent was to include Town staff and Selectmen in PTRAC discussions. Mr. Sawicki assured the Select Board that the Committee did not want to get off to a negative start. RTE, alternative tax plans, the upcoming bylaws on house size and cannabis were topics they want to discuss.

Mr. Sawicki said PTRAC will be meeting on July 30, 2018 to develop questions on the RTE. The Town Manager will not be able to attend that meeting; however, Maureen Burgess will attend. Chair Weinstein commented on miscommunications. Having two part-time residents' groups may have contributed to this, he said. Mr. Sawicki suggested a post card survey on RTE. Paul Wisotzky said the Tax Classification Hearing is the appropriate time to update RTE information. He stressed that the Board of Selectmen are open to discussion. Mr. Sawicki reiterated that the Selectmen had not consulted the PTRAC about the agenda for the August 9th meeting. Rae Ann Palmer discussed the benefit of having an independent facilitator for the meeting. Ann Greenbaum said, and Ms. Palmer concurred, that the Part-Time Residents Association had nothing to do with Ms. Palmer not being able to speak at the PTRAC meeting.

CONSENT AGENDA

- A. Review/Approve and Authorize Signature: Application for Entertainment License and One Day Pouring License for Castle Hill Center for the Arts, Saturday, July 28, 2018
- B. Review and Approve Reappointments to: Zoning Board of Appeals – John Dundas, Pamet Harbor Commission – Raymond Cordeiro and Stanley Sigel, Open Space Committee – Nick Norman
- C. Review and Accept Twinefield Conservation Restriction 25A Pond Road and 25 Pond Road
- D. Review and Approve the Historic Preservation Restriction for Castle Hill at Edgewood Farm
- E. Review and Approve Board of Selectmen Minutes: July 10, 2018

Paul Wisotzky noted a suggestion that applications for reappointment be completely filled out. He asked that this directive be included on the application form. Rae Ann Palmer asked for the Selectmen's signatures for the Preservation Restriction for Castle Hill at Edgewood Farm.

Paul Wisotzky moved to approve the consent agenda as printed. Maureen Burgess seconded, and the motion carried 5-0.

SELECTMENT AND TOWN MANAGER'S REPORTS

Janet Worthington reported on her Hours at the Transfer Station. People discussed the Little Pamet River and beach sticker issues. She asked about the three signs on Rte. 6 at the entrance to Edgewood Farm. Rae Ann Palmer responded to her other question on rescue boats, which are available for Pamet Harbor and Coast Guard Beach.

Paul Wisotzky said he had kept Selectmen's Hours at the Transfer Station. He had attended the Housing Authority meeting, which discussed the RFP being prepared for the Cloverleaf

Property. He thanked Carl Brotman for his eight years as Chair of the Truro Housing Authority and congratulated new Chair Kevin Grunwald.

Maureen Burgess said she had attended the Part-Time Residents Advisory Commission meeting, which had been discussed. She reported on a septic system presentation at the last Board of Health meeting.

Kristen Reed had held her Selectmen Hours at the Library. Part time residents had discussed the RTE and alternate progressive taxes. She said she had joined the DPW Selection Committee in looking at feasibility for a new Public Works Facility. Additionally, a 7-year old had asked about mosquitoes, ticks and sharks.

Robert Weinstein kept Hours at the Transfer Station and received questions on beach stickers and transfer station stickers for second vehicles for family members. He recommended signage in both directions on Rte. 6 for the Transfer Station.

Town Manager Rae Ann Palmer gave an update on the Little Pamet River. She has been in touch with the Perry's attorney. The Center for Coastal Studies will conduct a drone flight to assess the needs for improved water flow. At present the Town has been draining on a weekly basis, but a new tide gate is planned. There is money available from a previous Town Meeting. She reported on the damaged clapper valve at the Pamet River. The pipe will be put back pending the right tide, and a management plan will be followed.

SELECTMEN COMMENTS

RW said the Division of Marine Fisheries has recently published information on Great White shark tagging.

Paul Wisotzky took issue with an editorial in the Banner regarding Truro's position on the Herring River. He and Chair Weinstein said the newspaper had misrepresented the Board and Town Manager's position.

NEXT MEETINGS

Rae Ann Palmer asked that the Board vote on two matters for the August 9, 2018 meeting.

Paul Wisotzky moved to establish an agenda for the August 9, 2018 meeting that included gathering information from Part-Time Residents for the Local Comprehensive Plan and discussion of Residential Tax Exemptions. Maureen Burgess seconded, and the motion carried 5-0.

Paul Wisotzky moved that an independent facilitator lead the discussions at the August 9, 2018 meeting. Maureen Burgess seconded, and the motion carried 5-0.

Town Manager Rae Ann Palmer reviewed agenda items for the Tuesday, August 14, 2018 meeting: ASFE and LIUNA union contracts; licenses; a MassDOT form for bike ride; curb cut; existing water service; appointments including a new one for the Historical Commission; and opening the Warrant for September 12, 2018 Special Town Meeting.

ADJOURNMENT

Janet Worthington moved to adjourn. Kristen Reed seconded, and the motion carried 5-0. The meeting was adjourned at 6:38 p.m.

Respectfully submitted,

Mary Rogers, Secretary

Robert Weinstein, Chair

Maureen Burgess, Vice-chair

Kristen Reed

Paul Wisotzky

Janet Worthington, Clerk

Public Records Material for 7/24/18

1. Appointment papers of Michael Holt
2. Draft Marijuana Bylaws
3. Draft House Size Bylaws
4. Application for Entertainment License and One Day Pouring License for Castle Hill Center for the Arts, Saturday, July 28, 2018
5. Reappointments papers for: Zoning Board of Appeals – John Dundas, Pamet Harbor Commission – Raymond Cordeiro and Stanley Sigel, Open Space Committee – Nick Norman
6. Twinefield Conservation Restriction 25A Pond Road and 25 Pond Road
7. Historic Preservation Restriction for Castle Hill at Edgewood Farm