



Truro Board of Selectmen Meeting
Tuesday, March 13, 2018
Regular Board of Selectmen 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*
- C. Storm Impacts and Restoration – Town Staff

2. PUBLIC HEARINGS NONE

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

- A. Update on Cape Cod Commission
Presenter: Kristi Senatori, Acting Executive Director
- B. Review List of Articles for Annual Town Meeting
Presenter: Rae Ann Palmer, Town Manager
- C. Notice of Intent to Sell Portion of 14 Perry's Road for Other Use Pursuant to M.G.L. c. 61A § 14 (Truro, Map 45-136)
Presenter: Rae Ann Palmer, Town Manager
- D. Ragnar Relay Use of Secondary Roads in Truro
Presenter: Rae Ann Palmer, Town Manager

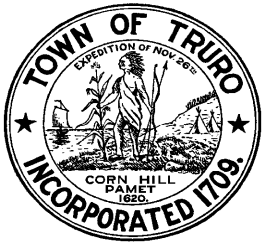
6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. *None*
- B. Review and Approve Re-Appointment of Mark Peters to the Water Resources Oversight Committee
- C. Review and Approve 2018 Seasonal Licenses: Jobi Pottery, Adventure Bound Camping Resort at Hortons and Adventure Bound Camping Resort-North Truro Camping Area (Transient Vendors)
- D. Review and Approve the Support Letter for the Barnstable County Human Rights Commission
- E. Review and Hold Executive Session Minutes
- F. Review and Approve Board of Selectmen Minutes: February 27, 2018

7. SELECTMEN REPORTS AND TOWN MANAGER REPORT

8. SELECTMEN COMMENTS

9. NEXT MEETING AGENDA: Tuesday, March 20 and March 27



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Kristi Senatori, Acting Executive Director

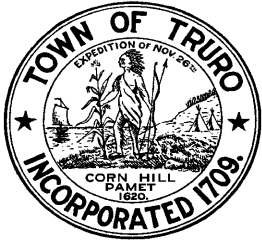
REQUESTED MEETING DATE: March 13, 2018

ITEM: Update on Cape Cod Commission

EXPLANATION: Kristi Senatori, Acting Executive Director is presenting an Update on the Cape Cod Commission

SUGGESTED ACTION:

ATTACHMENTS:



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: March 13, 2018

ITEM: Review of Annual Town Meeting Articles

EXPLANATION: Attached for review and discussion by the Board is the draft list of articles for the 2018 Annual Town Meeting Warrant. We are currently preparing the warrant and simultaneously sending articles to Town Counsel for review. Please advise if there is something not included or something that you have questions about.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT OF NOT APPROVED: N/A

SUGGESTED ACTION: *None Required – for discussion.*

ATTACHMENTS:

1. Draft List of Proposed 2018 Annual Town Meeting Warrant Articles

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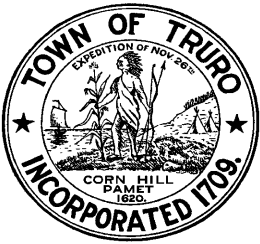
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TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: March 13, 2018

ITEM: Notice of Intent to Sell for Other Use Pursuant to M.G.L. c. 61A § 14-Portion of 14 Perry's Road, Truro, Map 45-136

EXPLANATION: The Town received the attached correspondence from the Attorney representing Claire J. Perry, Trustee of the Lucy J. Perry Living Trust. The correspondence serves to notify the Town that the family intends to sell a portion of 14 Perry's Road (Lot 2), Truro, Map 45-136 to Mr. Thomas J. Nadeau, to assist in the care of Ms. Lucy Perry. The property is classified under Chapter 61A (agricultural land). Under Chapter 61A, Section 14, land taxed under Chapter 61A "shall not be sold for, or converted to, residential, industrial or commercial use while so taxed or within 1 year after that time unless the city or town in which the land is located has been notified of the intent to sell for, or to convert to, that other use." The Town has the right of first refusal for this property. Ms. Claire Perry's legal team has sent a Notice of Non-exercise for use in the event that the Board determines not to exercise or assign the rights of first refusal. Town Counsel has reviewed the correspondence and the non-exercise notice and approved both.

FINANCIAL SOURCE (IF APPLICABLE): N/A

SUGGESTED ACTION: *MOTION TO approve and sign the Notice of Non-exercise for Lot 2, 14 Perry's Road, Truro.*

ATTACHMENTS:

1. Correspondence from Attorney Zehnder, Notice of Non-exercise, maps, and Purchase and Sale Agreement.



8 Cardinal Lane
Orleans

14 Center Street, Suite 4
Provincetown

3010 Main Street, Suite 2E
Barnstable

Benjamin E. Zehnder
Direct Tel: 508.255.2133 ext.
128
bzehnder@latanzi.com

February 14, 2018

Paul C. Wisotzky, Chair
Truro Board of Selectmen
P.O. Box 2030
Truro, MA 02666

RCVD 2018FEB16 AM11:27

ADMINISTRATIVE OFFICE
TOWN OF TRURO

Via Certified Mail. Return Receipt Requested

**Re: Portion of 14 Perry's Road, Truro, Map 45-136
NOTICE OF INTENT TO SELL FOR OTHER USE PURSUANT TO
M.G.L. c. 61A § 14**

Dear Mr. Wisotzky and Board Members:

This correspondence constitutes notice by Claire J. Perry, Trustee of the Lucy J. Perry Living Trust Agreement that she intends to sell for other use a portion of the property at 14 Perry's Way, which is presently taxed under the provisions of M.G.L. c. 61A. As required by the statute, I am informing the Board of the following information:

1. The name, address and telephone number of the landowner are: Claire J. Perry, Trustee of the Lucy J. Perry Living Trust Agreement dated June 14, 2011, P.O. Box 1016, Truro, MA 02666, (508) 349-1652.
2. Ms. Perry intends to sell the land on or about April 17, 2018.
3. The proposed use of the land is for construction and occupancy of a single family residential dwelling;
4. The lot to be sold is shown as Lot 2, containing 33,800 square feet of land, more or less, on a plan of land entitled in part: "*Plan of Land Perry's Road, Truro, MA Being a Division of Lot 1, Plan Book 606, Page 100*" which plan is dated December 11, 2017 and prepared by Outermost Land Survey, Inc. A portion of said plan is enclosed herewith.
5. Lot 1 as shown on the enclosed plan is the remainder of the c. 61A land and is intended to remain in G.L. c. 61A tax status.
6. A portion of the Truro Assessor's Map to scale is also enclosed showing the approximate location of the lot to be sold.
7. A certified copy of an executed copy of a Purchase and Sale Agreement dated February 4, 2018 for the lot to be sold, and which constitutes a bona fide offer to purchase the lot, is enclosed herewith.

I have also enclosed for the Board's convenience a Notice of Nonexercise for use in the event that it determines not to exercise or assign the rights of first refusal. I

A Legal Beacon since 1969

Paul C. Wisotzky, Chair
Truro Board of Selectmen
February 14, 2018
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ask that the Board consider and determine whether it intends to exercise or assign its right of first refusal for this property at its earliest opportunity, since the proceeds from this sale are necessary for the care of Ms. Lucy Perry.

Thank you for your consideration of this request. I will stand by to respond to any questions or comments you or your staff may pose. In the meantime I remain,

Very truly yours,


Benjamin E. Zehnder

BEZ/
Enc.
cc via email only:
Rae Ann Palmer, Town Administrator
Claire Perry
Karen Lavoie, Esq.

Property Address: Lot 2, 14 Perry's Way, Truro

NOTICE OF NONEXERCISE PURSUANT TO M.G.L. c. 61A § 14

Date:

Owner of Record of Land: Claire J. Perry, Trustee of the Lucy J. Perry Living Trust Agreement dated June 14, 2011

Description of Land: Lot 2, containing 33,800 square feet of land, more or less, on a plan of land entitled in part: "*Plan of Land Perry's Road, Truro, MA Being a Division of Lot 1, Plan Book 606, Page 100*" which plan is dated December 11, 2017 and prepared by Outermost Land Survey, Inc.

The Board of Selectmen of the Town of Truro, in accordance M.G.L. c. 61A § 14, after hearing has elected not to exercise or assign its right to purchase the above-described land.

Executed as a sealed instrument as of the date first set forth above,

Paul C. Wisotsky

Jay Coburn

Janet W. Worthington

Robert Weinstein

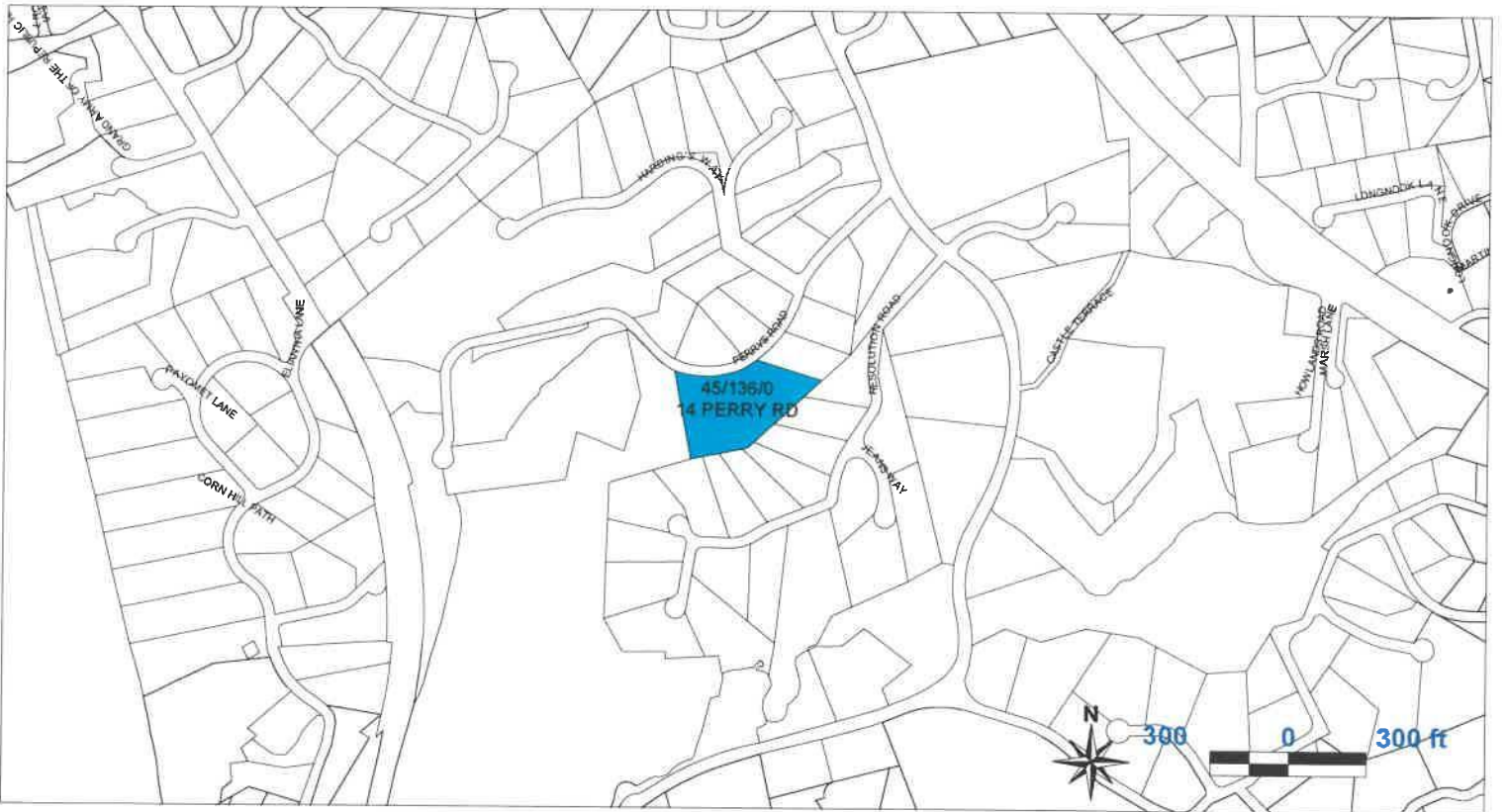
Maureen Burgess

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ____ day of _____ 2018, before me, the undersigned notary public, personally appeared _____, one of the members of the Truro Board of Selectmen, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

, Notary Public
My Commission Expires:



For Registry Use

LOCUS MAP (not to scale)
ASSESSORS MAP 45, PARCEL 136

Jeffery B. Segal & Bonnie J. Lipeles
10 Perry's Road
Deed Book 22238, Page 156
Lot 2, Plan Book 606, Page 100

PERRY'S ROAD - Undefined Public Way 50' Wide

$R = 308.67'$
 $A = 320.79'$
 $A = 218.44'$

$R = 500.00'$
 $A = 47.65'$

$N 72^{\circ}38'55'' W$

255.75'

Lot 2
33,800± Sq. Feet
0.8 Acres

Concrete Bound

Greenhouses

Greenhouse

$N 65^{\circ}03'26'' W$
284.00'

162.67'

Lot 1
93,675± Sq.Ft.
2.15± Acres

Howard Karren & Edward G. Christie
7 Resolution Road
Deed Book 8409, Page 64
Lot 22, Plan Book 459, Page 60

Alfred W. Fehlau
17 Resolution Road
Deed Book 30171, Page 314
Lot 10, Plan Book 212, Page 45

$S 14^{\circ}55'25'' E$

357.34'

$N 47^{\circ}12'32'' E$

391.15'

John J. Grillos & Molly Ward
9 Resolution Road
Deed Book 12689, Page 148
Lot 21, Plan Book 459, Page 30

Concrete Bound 19.86'

Concrete Bound

228.48'

214.89'

$N 77^{\circ}59'33'' E$

Alfred W. Fehlau
17 Resolution Road
Deed Book 30171, Page 314
Lot 10, Plan Book 212, Page 45

Allyson T. McCabe, Trustee

Being

12'32" E

7 Resolution Road
Deed Book 8409, Page 64
Lot 22, Plan Book 459, Page 60



John J. Grillos & Molly Ward
9 Resolution Road
Deed Book 12689, Page 148
Lot 21, Plan Book 459, Page 30

Allyson T. McCabe, Trustee
11 Resolution Road
Deed Book 23595, Page 67
Lot 20, Plan Book 459, Page 30

**Plan of Land
Perry's Road, Truro MA
Being a Division of Lot 1 Plan Book 606,
Page 100
Prepared for
Claire A. Perry,
Deed Book 25515, Page 20
Scale 1"=50' Dec. 11, 2017
ols#664001**





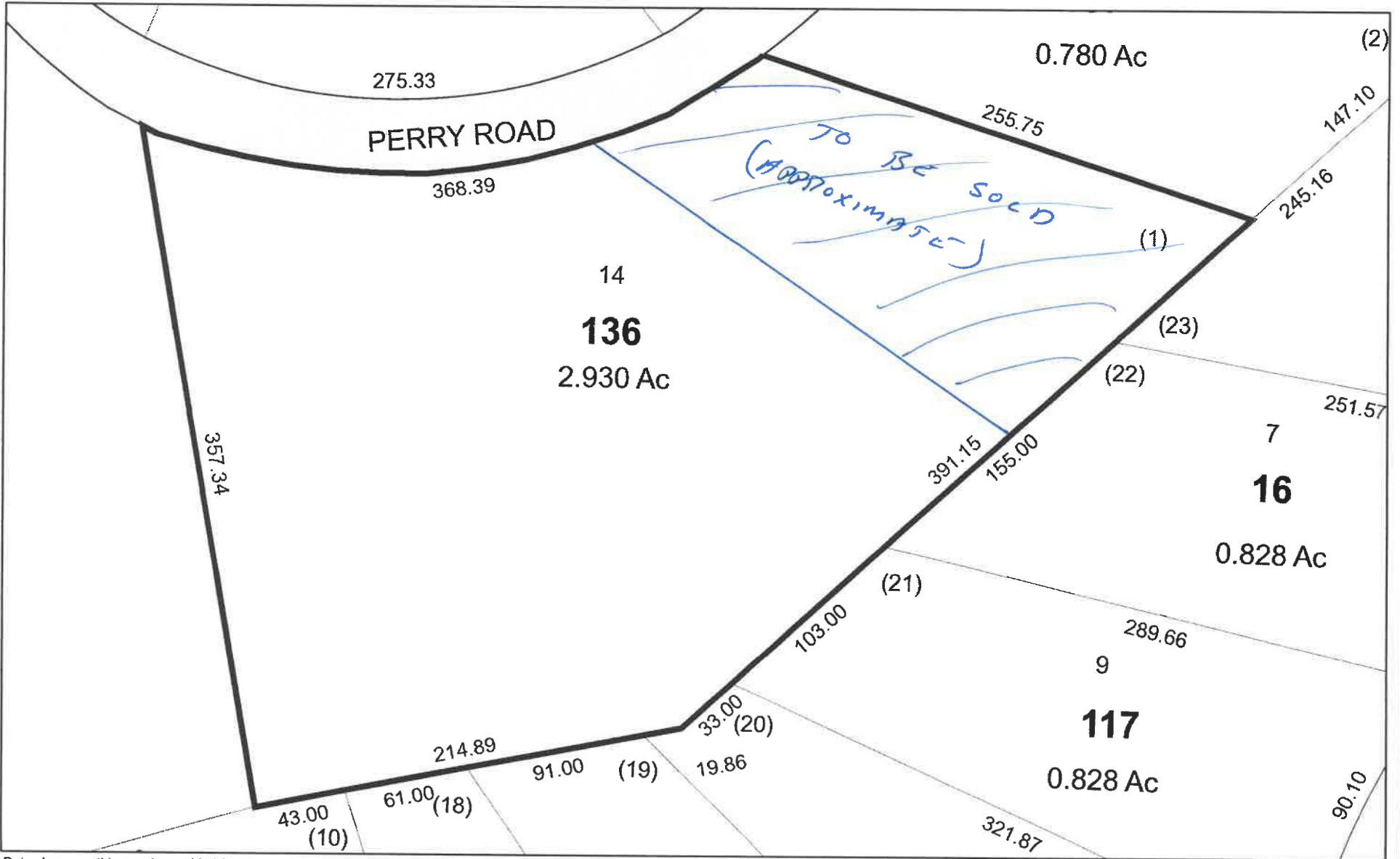
Truro, MA



February 14, 2018

1 inch = 67 Feet

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

PURCHASE AND SALE AGREEMENT

This 4 day of February, 2018

1. **PARTIES AND MAILING ADDRESS** *Claire A. Perry, as Trustee of the Lucy J. Perry Living Trust Agreement dated June 14, 2011, an abstract of which is recorded with the Barnstable County Registry of Deeds in Book 25515, Page 18, with a usual mailing address of P.O. Box 1016, Truro, MA 02666, hereinafter called the SELLER, agrees to SELL and Thomas J. Nadeau, with a usual mailing address of P.O. Box 1135, Truro, MA 02666 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:*

2. **DESCRIPTION** *The land located at 14 Perry's Road, Truro, Barnstable County, Massachusetts, being more particularly shown as Lot 2, containing 33,800 square feet of land, more or less, on a plan of land entitled in part: "Plan of Land Perry's Road, Truro, MA Being a Division of Lot 1, Plan Book 606, Page 100" which plan is dated December 11, 2017, prepared by Outermost Land Survey, Inc. and to be recorded prior to the conveyance anticipated herein. Being a portion of Lot 1 as described in Barnstable County Registry of Deeds Book 25515, Page 20.*

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES** n/a – land only

4. **TITLE DEED** Said premises are to be conveyed by a good and sufficient quitclaim deed, running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
 - (a) Provisions of existing building and zoning laws;
 - (b) Such taxes for the then current years as are not due and payable on the date of the delivery of such deed;
 - (c) Any liens for municipal betterments assessed after the date of closing;
 - (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for construction and occupancy of a single family residence.

5. **PLANS** If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. **REGISTERED TITLE** In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. **PURCHASE PRICE** The agreed purchase price of One Hundred Ninety Five Thousand and 00/100 dollars (\$195,000.00), of which:

\$	1,000.00	Have been paid at the time of the Offer to Purchase and
\$	9,000.00	To be paid at signing of this Agreement
\$	\$185,000.00	Are to be paid at the delivery of the deed by certified, cashier's, treasurer's or bank check (s) or MA Attorney's IOLTA check
\$	\$195,000.00	TOTAL

8. **TIME FOR PERFORMANCE; DELIVERY OF DEED** Such deed is to be delivered at 12:00 Noon on April 17, 2018, at the office of the Buyer's attorney within Barnstable County. It is agreed that time is of the essence of this agreement.

9. **POSSESSION AND CONDITION OF PREMISES** Full possession of said premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed. The BUYER shall be entitled personally to walk said premises prior to delivery of the deed in order to determine whether the condition thereof complies with the terms of

this clause.

10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**
 If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereof shall be extended for a period of thirty (30) days. Reasonable efforts shall not require the SELLER to incur costs in excess of \$1,500.00 to make the premises conform as herein stipulated.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**
 If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. **BUYER'S ELECTION TO ACCEPT TITLE**
 The BUYER shall have the elections, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.
13. **ACCEPTANCE OF DEED**
 The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **USE OF MONEY TO CLEAR TITLE**
 To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or as is customary in local real estate practice.
15. **INSURANCE**
 Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
(a) Fire and Extended Coverage	\$ NONE - Vacant land
16. **ADJUSTMENTS**
 Real estate taxes for the then current fiscal year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES**
 N/A
18. **BROKER'S FEE**
 Intentionally Deleted.
19. **BROKER(S) WARRANTY**
 Intentionally Deleted.
20. **DEPOSIT**
 All deposits made hereunder shall be held in escrow by La Tanzi, Spaulding and Landroth, LLP, Seller's attorneys escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or a court of competent jurisdiction.
21. **BUYER'S DEFAULT; DAMAGES**
 If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER may be retained by the SELLER as liquidated damages and this shall be SELLER'S

sole and exclusive remedy at law and equity for any breach of this Agreement by BUYER. The Parties acknowledge and agree that Seller has no adequate remedy in the event of BUYER'S default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER'S default hereunder, (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have had the benefit of counsel with regard to the provisions of this paragraph.

22. **RELEASE BY HUSBAND OR WIFE** The property shall convey free of any rights of homestead.
23. **BROKER AS PARTY** Intentionally Deleted
24. **LIABILITY OF TRUSTEE, SHAREHOLDER BENEFICIARY** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS** The Buyer acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by the SELLER: NONE
26. **MORTGAGE CONTINGENCY CLAUSE** Intentionally Deleted
27. **CONSTRUCTION OF AGREEMENT** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
28. **LEAD PAINT LAW** N/A - Vacant land
29. **SMOKE DETECTORS and CARBON MONOXIDE DETECTORS** N/A - Vacant land
30. **SEWAGE DISPOSAL SYSTEM CONTINGENCY** N/A - Vacant land
31. **ADDITIONAL PROVISIONS** The initialed riders, if any, attached hereto, are incorporated herein by reference.
 (a) Subject to Rider A, attached hereto and incorporated herein by reference.
 (b) Subject to the MESA, BUILDING PERMIT, PERCOLATION AND POTABLE WATER TEST, and DUE DILIGENCE contingencies attached hereto, with the exception that the Buyer shall be responsible for preparing and filing the MESA application, for which the Seller will sign and pay the application fee.
 (c) The parties acknowledge that the premises is subject to the provisions of G.L. Chapter 61 A regarding real estate tax abatement for lands in agricultural use. The Seller will notify the Town of Truro of its intent to sell the Premises pursuant to G.L. Chapter 61A, Section 14 within 5 days of full execution of this Agreement. In the event that the Town shall elect to exercise its Right of First Refusal as set forth in said statute, then this agreement shall be terminated without recourse to the parties and all deposits remitted to the Buyer.

CERTIFIED TRUE COPY

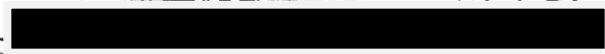

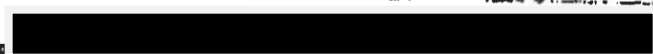
FAXED, SCANNED AND/OR ELECTRONIC SIGNATURES ON THIS DOCUMENT SHALL HAVE THE SAME EFFECT AS DELIVERY OF A SIGNED ORIGINAL.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED A LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Claire A. Perry
Claire Perry, Trustee as aforesaid

Thomas J. Nadeau 2/4/18
Thomas J. Nadeau

THOMAS J NADEAU DBA WELLESLEY BUILDING & REMODELING P.O. BOX 1135 TRURO, MA 02688		2920 <small>53-70542113 183</small>
Pay to the Order of <u>ATTORNEY BEN ZEHNDER</u>	<u>2/4/18</u> <small>Date</small>	\$ <u> </u>
		Dollars 
TD Bank <small>America's Most Convenient Bank®</small>		
For <u>LOT 14 PERRY RD</u>	<u>Thomas J. Nadeau</u>	
		

RIDER A
To Purchase and Sale Agreement – 14 Perry Road, Truro

1. This rider shall be incorporated by reference as part of the Purchase and Sale Agreement. In the event that this Rider is in conflict with any provision of the Agreement, this Rider shall control and prevail.
2. **Notices.** All notices required to be given hereunder shall be in writing and deemed duly given when: hand delivered, or sent via recognized express/overnight carrier, or placed in the US Mail postage prepaid or by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid with proof of receipt, or sent via facsimile with proof of delivery and transmission, or sent via e-mail with proof of delivery and transmission, addressed as follows:

If to Seller: Benjamin E. Zehnder, Esq.
La Tanzi, Spaulding & Landreth LLP
8 Cardinal Lane; P.O. Box 2300
Orleans, MA 02653
(508) 255-2133-ph
(508) 255-3786-fax
bzehnder@latanzi.com

And


If to Buyer: Karen A. LaVoie, Esquire
Karen A. Underhill, LLC
PO Box 1900
3 Main Street, Unit #29
North Eastham, MA 02651
Phone: (508) 255-6950
Fax: (508) 255-4250
Email: kaulaw@verizon.net

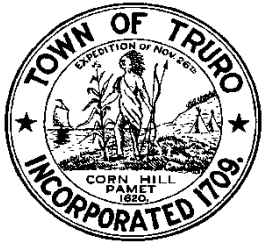
3. **Buyer-Seller Broker Representation.** The Buyer and Seller represent and warrant to each other that neither party has contacted any real estate broker in connection with this transaction and were not directed to each other as a result of any services or facilities of any real estate broker. Buyer agrees to indemnify Seller against and hold Seller harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against Seller as a result of Buyer contacting any broker in connection with this transaction. Likewise, Seller agrees to indemnify Buyer against and to hold Buyer harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against Buyer as a result of Seller contacting any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.
4. Seller shall not be liable or bound in any way for any verbal or written statements, representations, or information pertaining to the premises furnished by Seller or any agent or employee of Seller, or any other person. It is understood and agreed that all prior and contemporaneous representations, statements, understandings and agreements, oral or written, between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Agreement made by the other.
5. The acceptance of the deed by Buyer on the Closing Date shall be deemed full performance and discharge of each and every agreement and obligation on the part of the Seller hereunder to be performed. Any and all representations and warranties of Seller contained in this Agreement shall not survive the Closing Date except for Paragraph Three (3) above relating to the warranty regarding real estate brokers.
6. All offers, agreements, and any other understanding made prior to this Agreement, including without limitation, the memorandum executed by the Parties hereto, entitled "Contract to Purchase Real Estate" ("Offer"), are hereby superseded, rendered null and void and shall have no further force and effect, it being the intent of the Parties that all obligations of the Parties are contained only in this Agreement and this Agreement represents the complete and full agreement of the parties hereto.

7. By execution of this Agreement, other than obligations and contingencies contained herein, Buyer acknowledges that Buyer has been provided ample opportunity to conduct any and all inspections of the premises (either independently or through agents of the Buyer's choice. Without intending to limit the generality of the foregoing, Seller does not warrant or represent that the premises comply with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or any involving the maintenance, operation or condition of the premises. The Buyer is purchasing the premises to be conveyed pursuant to this Agreement in its "as is" condition, the Buyers thereby releasing the Seller from any and all liability relating to any and all conditions and/or defects in the premises and holds Seller harmless as to the suitability of the premises for Buyer's intended use or occupancy. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.
8. Any title or practice matter arising under or relating to this Agreement which is the subject of a title practice, or ethical standard of the Massachusetts Real Estate Bar Association ("REBA") shall be governed by said standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement.
9. Subject to paragraph 4 of the Agreement, this Agreement may not be assigned or recorded by the Buyer without the prior written consent of the Seller and any recordation by Buyer (including a recording of notice hereof) or purported assignment by Buyer in violation of this paragraph shall be considered a default by Buyer under this Agreement, whereupon all deposits hereunder shall be paid to the Seller with interest thereon and shall become the Seller's property and this Agreement shall terminate without further recourse to the Parties hereto.
10. All of Seller's representations under this Agreement are to the Seller's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the Closing and the delivery of the Deed hereunder.
11. The parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned signatures shall be construed as original, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
12. If this Agreement or any other provision by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
13. By executing this Agreement, the Buyer and Seller hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the Buyer and Seller shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them.
14. Both Buyer and Seller hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.
15. The Seller hereby represents to the Buyer that at the time of closing there shall be no leases, licenses or occupancy agreements in force and effect covering the use and occupancy of the premises.
16. The Seller hereby represents that as of the date of this Agreement no notice or communication has been received by the Seller from any Public Authority that there exists any violations with respect to the premises which would preclude Seller's delivery of the deed in conformity with the title provisions contained herein, or which would interfere with the Buyer's intended use and occupancy of the premises as a single family residence.
17. As of the date hereof Seller has received no notice and has no knowledge of any non-compliance with all Federal, State and Municipal Environmental Laws, Regulations and Ordinances, including the Wetlands Protections Act, M.G.L. Ch. 91, regulations promulgated by the Department of Environmental Protection, Commonwealth of Massachusetts nor of any outstanding Orders of Condition issued with regard to the premises (collectively, the "Environmental Laws") and that all permits, licenses and approvals (if any) appurtenant to the premises and certificates of compliance, which are required by the Environmental Laws have been properly obtained and are in full force and effect.

- 18. It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of the Purchase and Sale Agreement unless: (1) no building, structure or improvements of any kind belonging to any other person or entity shall encroach upon or under said premises; (2) the premises abut a public way or have clear legal access to a public way; and (4) title to the premises is insurable for the benefit of Buyers by a Massachusetts title insurance company at published standard premium rates;
- 19. At the Closing, Seller shall execute and deliver to Buyer such documentation as may be reasonably requested by Buyer's conveyancing attorney and/or lender and/or title insurance company to effectuate the transaction contemplated by this Agreement in accordance with customary practice in Barnstable County.
- 20. Seller represents that Seller is not aware of any unresolved litigation or pending or ongoing regulatory hearings or actions which could affect said premises, and Seller agrees to keep Buyer informed, by notice given pursuant to this Agreement, of any such litigation, hearings or actions, whether scheduled, anticipated, or in progress.
- 21. If there is any occurrence affecting any representation made by Seller herein, or if Seller shall come to have information and/or knowledge that any such representation is untrue, incomplete or inaccurate, prior to the closing, Seller shall forthwith make full and complete disclosure to Buyer.
- 22. This Addendum is incorporated into and made part of the Agreement. In the event of conflict between the provisions of this Addendum and the Agreement, this Addendum shall govern.
- 23. To facilitate the execution and delivery of this Agreement, Seller and Buyer agree that original executed Agreements transmitted by Facsimile shall for all purposes be considered and treated as original signed Agreements. Notwithstanding the above, the parties will promptly exchange original signed copies of the Agreements.
- 24. If any error or omissions are found to have occurred in any calculations or figures used in the settlement statement to be signed by the parties, or would have been included if not for such error or omission, and notice is given thereof to the party to be charged within sixty (60) days of closing, then such party agrees to make a payment to correct such error or omission. The parties agree to execute documents reasonably necessary to carry out the provisions of this section and correct any such errors or omissions.


 Claire Perry, Trustee as aforesaid


 Thomas J. Nadeau
 2/4/18



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

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

REQUESTED MEETING DATE: March 13, 2018

ITEM: Ragnar Relay Use of Secondary Roads in Truro

EXPLANATION:

Ragnar Events LLC, a Utah-based company that organizes overnight relay events, has requested the use of secondary roads and use of Town property (Corn Hill and Head of the Meadow) in Truro for their annual relay road race event on Saturday May 12, 2018. The event includes approximately 525 runners who run in waves and use of vans that transport the team members that are not running during a given leg of the event.

The applicant's proposed route is to travel from Wellfleet to Rose Road to Collins Road to South Pamet Road to Truro Center Road to Castle Road to Corn Hill Road where the Corn Hill Beach parking lot will be an exchange point (Exchange Point 34). The participants would then travel back down Corn Hill Road to Route 6 to S. Highland Road to Coast Guard Road to Old Kings Highway to Head of the Meadow Road where the Head of the Meadow parking lot would be an exchange point (Exchange Point 35). The runners would then head back down Old Kings Highway to Coast Guard Road to Highland Road to 6A where they would continue towards Provincetown to their next exchange point (Exchange Point 36). (Maps attached)

In response to your concerns about races utilizing secondary roads and the impacts on neighborhoods, residents, vehicle traffic, and safety, staff has recommended that the applicant use the marked bicycle/pedestrian lane on Route 6 as their path to Provincetown where the race ends. The applicant responded that their organization's internal safety policies do not allow runners to run on Route 6. The applicant offered to for legs 34, 35, and 36 have "no van support" so that vehicles would use Route 6 to access the exchange points.

Staff requests that the Board provide policy guidance on the use secondary roads for this event.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: If not approved, the Application for Permit for Organized Bike and Road Races will be denied and Ragnar Events LLC will need to either use Route 6 by obtaining a MassDOT permit or will not be able to pass through Truro to get to their finish line in Provincetown.

SUGGESTED ACTION: *MOTION TO approve the Application for Permit for Organized Bike and Road Races requesting use of secondary Town roads for the Ragnar relay event with the condition that legs 34, 35, and 36 are "no van support" legs.*

Or

MOTION TO deny the Application for Permit for Organized Bike and Road Races requesting use of secondary Town roads for the Ragnar relay event.

ATTACHMENTS:

1. Ragnar Events LLC Application for Permit for Organized Bike and Road Races (including supplemental information, Certificate of Insurance); Application for Permit to Use Town-owned Property; and MassDOT Event Notification Form
2. Revised response from Mike Dionne of Ragnar Events LLC with maps of proposed route



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: Mike Dionne Email: mdionne@ragnarrelay.com

Group Affiliation (If Any): Ragnar Events, LLC
7 Donna Pass, Hopkinton MA 01748 - local

Mailing Address: 12S 400W 2nd flr City: Salt Lake City State: UT Zip: 84101- corporate

Phone: 617-686-3216 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.):

Overnight running relay event. Teams of up to 12 take turns running about 195 miles from Hull to Provincetown. 525 teams max so only 525 runners on the road at any time. No food or bev served by event.

Streets &/or Roads to be Used:

See attached proposal

Date(s) and Hours Race/Event:

~8am-8pm

Day: Saturday May 12th

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.

Michael Dionne
Signature of Applicant

12-7-2017
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 : _____



RAGNAR CAPE COD

May 11-12, 2018



a seriousfun camp



Ragnar Cape Cod 2018 | Supplemental Information

12 FRIENDS 2 VANS 2 DAYS 1 NIGHT 200 MILE RELAY UNFORGETTABLE STORIES

ABOUT RAGNAR

Ragnar is the overnight running relay race that makes testing your limits a team sport.

At Ragnar, we strive to make life more awesome. This may sound like a lofty goal, but it starts very simple. We believe in better health, lasting relationships and an enormous amount of fun.

Americans average 7 hours + of screen time and 4 minutes outdoors a day. We exist to break that cycle and rebuild individuals' connections with their mind and body, with nature, and with other like-minded people. Ragnar is changing relationships, communities, participant health and wellness, and the world of endurance sports.

Ragnar Events presented its first event, the Ragnar Relay Wasatch Back, in Utah in 2004 and since then has grown to a national series consisting of both road and trail events that number over 38 annually. For more information, see www.ragnarrelay.com.

RAGNAR CAPE COD 2018

The race will start at Nantasket Beach in Hull, MA on Friday May 11th, 2018 and will finish at The Pilgrim Monument in Provincetown. on Saturday May 12th, 2018. The course will be nearly 200 miles consisting of 36 relay legs with each leg ranging in 3-8 miles.

Each team is responsible for providing two support vehicles, with six runners in each vehicle. The first vehicle will drop off the first runner at the start, and then proceed to the first exchange point. At the first exchange, the vehicle will drop off the second runner and pick up the first runner when that runner's leg is complete. Teams will repeat this pattern for six legs until they hand off to their second vehicle. This leapfrogging pattern will continue all the way to the finish line.

We anticipate 525 teams to participate in the race. Each team is typically comprised of 12 individuals and 2 vehicles (there are a few "ultra" teams that only have six (6) individuals and one van). Therefore, we anticipate 6100 participants and 1000 vehicles to be involved in the race.



12 FRIENDS 2 VANS 2 DAYS 1 NIGHT 200 MILE RELAY UNFORGETTABLE STORIES

RUNNER EXPERIENCE

In the Ragnar Relay Series, 12 crazy friends (or 5 crazier friends for an ultra team) pile into two vans and tag team running 200(ish) miles relay-style over two days and one night. Only one runner hits the road at a time. Often called a slumber party without sleep, pillows or deodorant, this unique relay turns out crazy costumes, inside jokes, close quarters and unforgettable stories. Each Ragnar brings thousands of people together to create deeper connections and celebrate together as they conquer a challenge they couldn't accomplish alone.

Participants have been unfailingly enthusiastic about their experiences. There are always a wide variety of human interest stories associated with these events. These range from the experienced runner finding special meaning through participation in a running event as a member of a team; to the first-time runner who participates at the urging of a friend and discovers previously unknown abilities and a love for running; to families, businesses, old friends and other groups who enhance their relationships as they individually and collectively test their limits; to teams who simply run for a cause, whether in honor of a deceased friend or relative, or to raise money for local charities or another charity of special importance to the team.

COMMUNITY IMPACT

Communities also directly benefit economically from money spent by participants for food, lodging and other services. Additionally, Ragnar partners with regionally based charities for each event to encompass an even more positive impact on the local communities.

This year Ragnar Events is very fortunate to partner with The Hole in the Wall Gang Camp, a non-profit organization dedicated to providing "a different kind of healing" to seriously ill children and their families throughout the Northeast, free of charge. It's a community that celebrates the fun, friendship and spirit of childhood, where every kid can "raise a little hell." Ray Shedd, Senior Development Officer of Hole in the Wall Gang Camp, said "the Ragnar experience embodies what Camp is all about – camaraderie, challenge, and a healthy dose of crazy, good fun!

Through our partnership, The Hole in the Wall Gang Camp will be receiving a monetary donation in addition to fundraising efforts on behalf of our teams.

To learn more about The Hole in the Wall Gang Camp visit: <http://www.holeinthewallgang.org/>



Proposed Route for 2018 the same as approved in 2017 & 2016.

Turn by Turn Directions Leg 34:

- Leave Exchange 33 (Wellfleet Elementary) on Lawrence Rd
- Turn Right on Highway 6
- Turn Right on Rose Road
- Turn Right on Collins Road
- Turn Left on S Pamet Road
- Right on Truro Center Road
- Left onto Castle Road
- Bear left onto Corn Hill Road
- Arrive at Exchange 34 – Corn Hill Beach parking lot

Turn by Turn Directions Leg 35:

- Head back on Corn Hill Road
- Left on Castle Rd
- Left onto 6
- Right onto S Highland Road
- Continue Straight onto Coast Guard Road
- Turn Left on Old Kings Hwy
- Turn Right on Head of the Meadow Road
- Arrive at Exchange 35 – Head of the Meadow Beach

Traffic | Safety | Emergencies | First Aid

Traffic Impact

We anticipate 525 teams to register for this year's event. That means no more than 525 runners will be on the course at any given time. Teams will be provided with staggered start times, from 5 AM to 4 PM on Friday, May 11th. Because start times are spread over a 9-hour period and only 525 runners are on the course at any given time, *there will never be a large group of runners at any one location*. Typically the complete group of 525 individual runners will be spread out over 30-40 miles.

Safety

Runner safety is of foremost concern. All teams are provided a Race Bible that includes a detailed course description and event rules. All runners sign waivers to acknowledge that the course includes areas where there may be traffic congestion and that they must obey race rules, which require observance of all applicable traffic rules and regulations.

All runners are required to run on the sidewalk when available. If there is no sidewalk available then the route has been designed where a sufficient shoulder or bike lane is available. Whenever possible our runners are directed to run against traffic as that is typical safe practice for runners. Runners are all also required to obey all crosswalk signals. Vehicles with teammates are required to obey all speed limits, traffic signs, and laws of the road.

Each team must have at least six reflective vests and two flashlights. These must be presented at the time that the team checks in. Runners starting their legs after 7:00 PM and before 6:00 AM must be wearing a reflective vest, a flashing tail light and holding a flashlight or headlamp. Additionally, any team-member or spectator must wear a reflective vest during these hours when outside of their vehicle while on our course and on public roads.

Runners are also instructed during a required team safety briefing to text Ragnar for any concerns of problems out on the course. The designated number to reach Ragnar Race Command is 661-RAGNAR1 (661-724-6271). Race Command communicates with all Staff members via telephone, push-to-talk radio, and text. Race Command manages weather, runner location, lost runners, animal control, night time hours, and rule infractions. Teams may text if they have a lost or injured runner, a moved sign, or general question about the course. In case of emergency all runners and staff will call 911 then contact our Race Command number to let race staff know of the emergency. This number and information on our safety requirements are outlined as well on the RagMag – our race day publication.

We have 10-12 Ragnar Staff and trained volunteers on the course at all times monitoring the course. Ragnar teams can be issued by any Ragnar Staff or trained volunteer for violating any rules outlined in the RagMag. These violations are then reported to Race Command and Race Command will then notify the team that they have been given a violation.

First Aid

A first-aid station and first-aid staff will be located at each major exchange location. These first-aid stations will be equipped to handle extreme dehydration, heat stroke, and all of the minor sport injuries we often experience, including; blisters, sprains, strains, stings, etc. We require our first aid staff to be licensed to administer intravenous fluids (typically EMT intermediate and above, or RN, PA, M.D., etc). We hire first aid workers (EMT intermediate or above), either through a medical staffing agency.

In the event of a major medical emergency (i.e. any life threatening condition or injury that requires immediate medical attention) we instruct runners/volunteers to first call 911. The line of communication then follows: 911 → Race Director → Senior Race Director → Course Manager for that section.

In addition to our own first aid services on the course, we list the local emergency rooms near the course, along with their address and phone number in the race packets.

Safety | Emergencies | First Aid (2)

Contingency/inclement weather plan

Bad Weather

The race will occur rain or shine. However, under certain severe weather conditions where significant damage or alterations to the race course occur, we will cancel the event. Conditions that may result in a race being canceled or delayed include but are not limited to the following: severe electrical storm, snowfall, tornadoes, earthquakes, hurricanes, flooding, fog, etc.

Lightning

If there is lightning at the start of the race we will delay starts until the lightning clears. If runners see lightning on the course after the race has started, runners are to off the road and into the support vehicle. If lightning clears within 1 hour runner will go back on the road where they left and make a note of the time. If lightning persists longer than an

hour, runners will move ahead to the next exchange and be informed of Ragnar decision on whether or not the race will continue.

Rain

If there is severe rain on the course, we will ask that runners and teams return to their support vehicles and drive to the nearest exchange point. Severe rain hold hours will be set in full hour increments. Runners will skip 1 leg per 1 hour of the hold. Teams will be directed to drive to the nearest exchange where Ragnar will send staff to manage exchange while keeping 4-8 staff members to troubleshoot on the course.

Heat

If the apparent temperature reaches 120°F we will implement a heat hold. The Heat Hold hours will be set in full hour increments. Runners will skip 1 leg per 1 hour of Heat Hold. Teams will be directed to drive to the nearest exchange where Ragnar will send staff to manage and explain the heat hold while keeping 4-8 staff members to troubleshoot on the course.

Flooding

If a runner encounters flooded areas that cannot be ran through, runner are to get into the support vehicle, drive the runner ahead where the road is no longer flooded to continue running his or her leg.

Signs

Along the course there will be course signs that communicate to the runners which direction to go, on what side of the road to run, which exchange they are at, etc. Directional signs are only placed at change of direction intersections. An example of such a sign can be seen in the picture below:

The signs are 42" High, 18" Wide, .25" Thick and are made of corrugated plastic. Each sign will be secured to a delineator post traffic cone. An example of the traffic cone is shown below.



Additional Information

Insurance

We are sanctioned under USA Track and Field through American Specialty Insurance. I will forward you the certificate of insurance as soon as it is issued to us.

Waste receptacles

We will hire a company to place dumpsters at each of our major exchange locations. In addition – the exchange will also have various Ragnar trash boxes for participants on site at the Finish line. Volunteers and Staff will be given the task of emptying the trash cans and keeping exchanges clean.

Toilets

We will hire a company to place toilets at each of our exchange locations. A minimum of 20 toilets will be placed at Nantasket Beach.



a serious fun camp

Mike Dionne | Permit Director
Ragnar Relay Series

7 Donna Pass, Hopkinton MA
01748

Corporate Office:

12 S. 400 W. | 2nd Floor
Salt Lake City, UT 84101

O 877.83.RELAY ext. 142

F 801.499.5023

C 617-686-3216

mdionne@ragnarrelay.com

CERTIFICATE OF INSURANCE

PRINT DATE: 2/26/2018

CERTIFICATE NUMBER: [REDACTED]

AGENCY:

Integro USA Inc.
d/b/a Integro Insurance Brokers
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Ragnar Events, LLC
130 East Washington Street, Suite 800 12 South 400 West, 2nd Floor
Indianapolis IN 46204 Salt Lake City UT 84101

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

Ragnar Relay Cape Cod 2018 (5/11/2018 - 5/12/2018)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY	[REDACTED]	11/1/2017 12:01 AM	11/1/2018 12:01 AM	
	X Occurrence				GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY	[REDACTED]	11/1/2017 12:01 AM	11/1/2018 12:01 AM	
	X Occurrence				EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

RCVD 2018FEB26 PM1:52
ADMINISTRATIVE OFFICE
TOWN OF TRURO

CERTIFICATE HOLDER:

Town of Truro
24 Town Hall Road
Truro MA 02666

NOTICE OF 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:



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

**APPLICATION FOR PERMIT
TO USE TOWN-OWNED PROPERTY**

Applicant: Mike Dionne Email: mdionne@ragnarrelay.com

Group Affiliation (If Any): Ragnar Events, LLC

Mailing Address: local- 7 Donna Pass City: Hopkinton State: MA Zip: 01748
12S 400W 2nd Flr

Phone: 617-686-3216 Cell Phone: Salt Lake City UT 84101

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

Overnight running relay. 525 team max. Wave start so no big crowds of runners. Like a stream of single joggers spread over ~50 miles. Event will not be serving food or bev.

Town Property to be Used: Corn Hill Beach & Head of Meadow parking lots

Date(s) and Hours of Use: May 12th, ~8am-8pm Day: Saturday

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

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. A fee of \$50.00 is to be submitted to the Town upon approval of the application by the Town Manager.

Michael Dionne
Signature of Applicant

12-04-2017
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: _____

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 City/Town of~~ Ragnar Events 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, 6A, in or through the City/Town(s) of Truro benefiting Ragnar Cape Cod Relay and affiliated Charities

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: [Signature]

Title: Police Chief

City/Town: Truro

FIRE DEPARTMENT

Signed: [Signature]

Title: Fire Chief

City/Town: Truro

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____

Title: _____

City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

From Coast Guard Beach, on leg 35, runners use Old Kings Hwy to get to Head of Meadow beach. The runners on leg 36 head back the same way.

Once the runners leave Head of Meadow beach, they go back Old Kings Hwy to Coast Guard Road and then take a Right on Highland Road. They then take a Right onto 6A and head to Provincetown that way.

There is no location in Truro where all participants will congregate. Only half of the event participants will stop in Truro at some point. Van 1 (with 6 of the runners from each team) heads from Eastham directly to Provincetown, not even stopping in Truro. The 2nd Van with the active runner, will stop at 2 points. So over the 8-10 hour period, 500 runners and the rest of their teammates in the 2nd van, will be coming into Truro and stopping at the parking areas.

We will have United Site Services deliver around 8 units to Corn Hill Beach lot and they will deliver 9 units to Head of Meadow. The plan would be to have them deliver them Wednesday or Thursday May 9th or 10th and then to have them removed on Monday May 14th or Tuesday the 15th. If you have specific dates that you would prefer, please let me know and we will work with USS to accommodate. If there is a specific person that should be notified by USS then they are delivering, please advise. In past years I had listed Nicole Tudor as the contact for them.

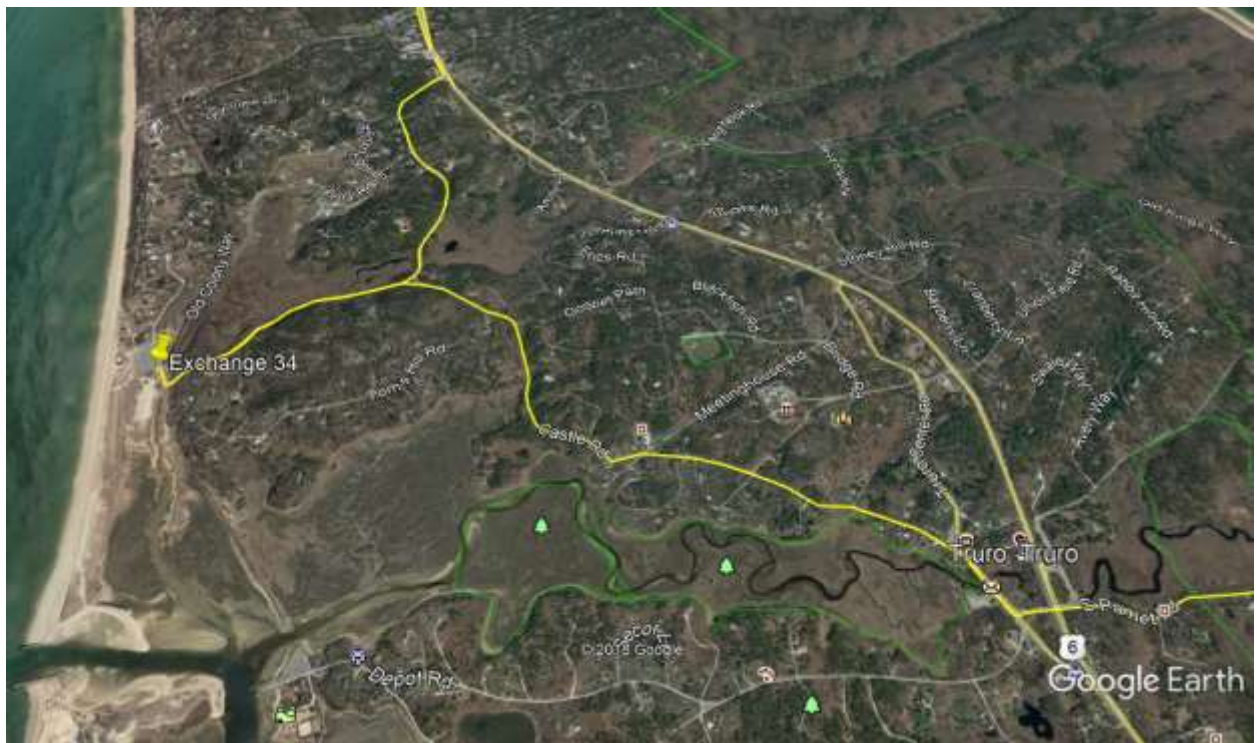
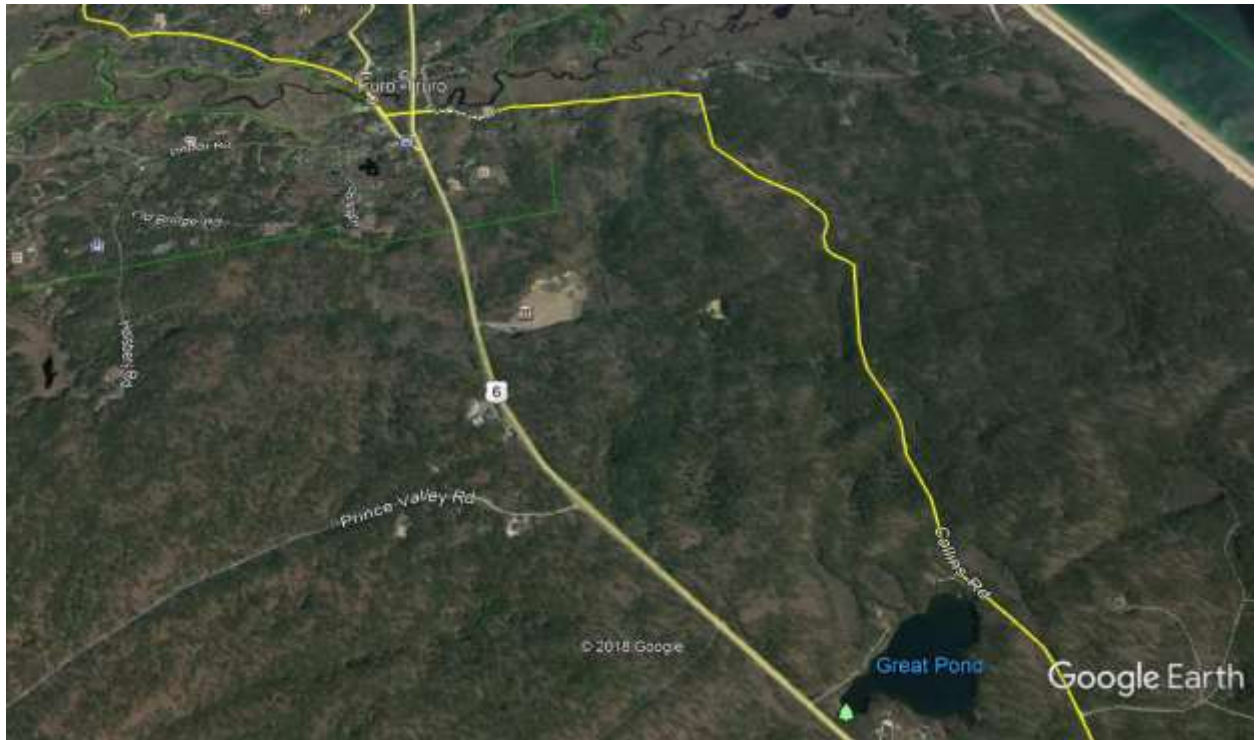
We set up the signs approximately 5-8 hours prior to runners coming into town and then we start removing them within an hour or two of them exiting Truro.

We do not place garbage receptacles at these exchanges. We have trash and recycling dumpsters placed at Nauset Regional HS and inform the runners to empty their trash and recycling there. When our group closes each parking location, they pick up any trash that was left and take it to the dumpsters at the finishline.

Additionally, we have staff following the last runners who look for trash that may have fallen on the roads by the runners.

Thank you,

Maps of the legs through Truro





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. None

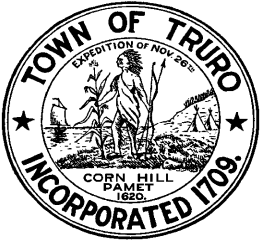
B. Review and Approve Re-Appointment of Mark Peters to the Water Resources Oversight Committee

C. Review and Approve 2018 Seasonal Licenses: Jobi Pottery, Adventure Bound Camping Resort at Hortons and Adventure Bound Camping Resort-North Truro Camping Area (Transient Vendors)

D. Review and Approve the Support Letter for the Barnstable County Human Rights Commission

E. Review and Hold Executive Session Minutes

F. Review and Approve Board of Selectmen Minutes: February 27, 2018



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: March 13, 2018

ITEM: Reappointment of Mark Peters as the Board of Health Representative to the Water Resources Oversight Committee.

EXPLANATION: Mr. Peters has filled out his application to be re-appointed as the Board of Health's Representative to the Water Resources Oversight Committee. Mr. Peters is up to date on all paperwork and Chair of WROC, Kevin Kuechler, has approved Mr. Peters to be reappointed.

IMPACT IF NOT APPROVED: Mr. Peters will be unable to continue serving on the Water Resources Oversight Committee.

SUGGESTED ACTION: *MOTION TO appoint Mark Peters as the Board of Health Representative to the Water Resources Oversight Committee for a three-year term which will expire June 30, 2021.*

ATTACHMENTS:

1. Application to serve and recommendation from Chair of WROC.



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: Mark N. Peters HOME TELEPHONE: [REDACTED]

ADDRESS: 5 Shore Rd. WORK PHONE: _____

MAILING ADDRESS: Box 734, N. Truro E-MAIL: _____

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

(delegate from Board of Health)

SPECIAL QUALIFICATIONS OR INTEREST: Long term member as well as WROC predecessor "201 Committee" Extensive knowledge various lens in Truro as well as title II.

COMMENTS: After over 30 years of working on long term solutions there appears to be light at the end of this tunnel. Hopefully a multi faceted solution can protect Truro through the 21st century.

SIGNATURE: Mark N. Peters DATE: June 3 2017

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

SIGNATURE: _____ DATE: _____

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

Noelle Scoullar

From: Kevin Kuechler [REDACTED]
Sent: Monday, March 05, 2018 4:37 PM
To: Noelle Scoullar
Subject: Re: FW: Reappointment to WROC

Hi Noelle,

I just spoke with Mark Peters. I recommend that we accept his application and reappoint him.

Best regards,

Kevin

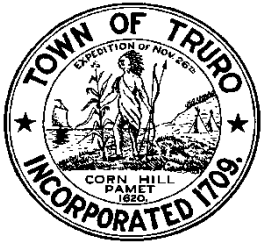
On March 5, 2018 at 3:59 PM Noelle Scoullar <nscoullar@truro-ma.gov> wrote:

Good Afternoon Kevin,

Just resending this email to you, asking for your comments, approval, on Mark Peters staying on with WROC. Please see below.

Thank you,

Noelle



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: March 13, 2018

ITEM: Approval of 2018 Transient Vendor (Seasonal Retail) License-Jobi Pottery, 314 Route 6, Unit 3 and Adventure Bound Camping Resorts at Horton’s , 67 South Highland Rd and North Truro Camping Area, 46 Highland Road.

EXPLANATION: The Transient Vendor (Seasonal Retail) applications for Jobi Pottery, Adventure Bound Camping Resorts at Horton’s and North Truro Camping Area and their supporting documentation are under the authority of the Board of Selectmen as Local Licensing Authorities. If you approve these for renewal, these licenses will be issued only upon compliance with all regulations and receipt of the necessary fees. There were no Health licenses issued for Jobi Pottery. The Health Department licenses have been approved for both Adventure Bound Camping Resorts at Horton’s and the North Truro Camping Area for the 2018 season for both campground locations.

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
Chapter 101 § 2	Transient Vendor (Seasonal Retail)	Jobi Pottery 314 Route 6, Unit 3
Chapter 101 § 2	Transient Vendor (Seasonal Retail)	Adventure Bound North Truro Camping Area 46 Highland Road
Chapter 101 § 2	Transient Vendor (Seasonal Retail)	Adventure Bound Camping Resort at Horton’s 67 South Highland Rd

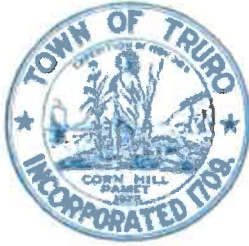
FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicant will not be issued their 2018 Transient Vendor (Seasonal Retail) License to operate at Jobi Pottery, Adventure Bound Resort at Horton’s and Adventure Bound North Truro Camping Area.

SUGGESTED ACTION: *MOTION TO approve the 2018 Transient Vendor (Seasonal Retail) Licenses for Jobi Pottery, 314 Route 6, Unit 3 for Adventure Bound Resort at Horton’s and Adventure Bound North Truro Camping Area, 46 Highland Road upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. 2018 Renewal Application for Jobi Pottery
2. 2018 Renewal Application and Board of Health Licenses for Adventure Bound Camping Resort at Horton’s
3. 2018 Renewal Application and Board of Health Licenses for Adventure Bound North Truro Camping Area



TOWN OF TRURO

PO Box 2030, Truro MA 02666

Tel: 508-349-7004, Extension: 131 or 124 Fax: 508-349-5508

LICENSE APPLICATION: Condominiums, Cottage Colonies, Motels, Campgrounds, Lodging, Gas Station/Retail Service, Transient Vendor

Section 1 – License Type & Hours of Operation

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

New Renewal

FACILITY: # UNITS

HOURS OF OPERATION:

Motel _____

Annual Seasonal

Cottage Colony _____

Opening Date: April 1, 2018

Condominium _____

Closing Date: Dec 31, 2018

Campground _____

Days of the Week Open: 7

Lodging _____

Transient Vendor

Gas Station (Please submit your Service Station Compliance Form & Third Part Underground Storage Tank Inspection Report (FP 289))

Section 2 – Business Information

Federal Employers Identification Number (FEIN/SS) _____

SUSAN KURTZMAN JOBI POTTERY
Print Name of Applicant Business Name

Susan Kurtzman
Owner Name

314 Route 6 unit 3 Truro, MA 02666
Street Address of Business Mailing Address of Business

508 349-2303 _____
Business Phone Number Business E-Mail Address

Section 3 –MANAGER INFORMATION

Check if New Manager (if checked, MUST submit Application to Name a Manager)

Name of Onsite Manager:

Name: Susan Kurtzman Unit Number: _____

Mailing Address: PO Box 2024 Truro MA 02666

Phone: (24 Hour Contact): [REDACTED] Email Address: [REDACTED]

Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: _____ Business Name: _____

Business Address: _____

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

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: _____ Business Name: _____

Business Address: _____

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

Co-Manager's Signature (REQUIRED)

Section 4 – ATTESTATION

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

[Signature] Signature of Applicant SUSAN KURTZMAN Print Name 2-28-18 Date

Additional Applications & Documentation

REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

- Smoke detector/fire protection certification
- IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit
- Business certificate with the clerk's office

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

- Application for Pool or Hot Tub Permit Application to Name a Manager
- Entertainment License Application to sell Tobacco Application for Food Service Permit (rev 9/2017)



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

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Retro Truro / JOB: Pottery
 Address: 314 Rt 6 Unit 3 (PO Box 2024)
 City/State/Zip: Truro MA 02666 Phone #: 508 349-2303

Are you an employer? Check the appropriate box:

1. I am an employer with 2 employees (full and/or part-time).*

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

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

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

Business Type (required):

5. Retail

6. Restaurant/Bar/Eating Establishment

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

8. Non-profit

9. Entertainment

10. Manufacturing

11. Health Care

12. Other _____

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

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

Insurance Company Name: Mycock Insurance Agency (Norfolk Dedham)
 Insurer's Address: 20 School St. PO Box 437
 City/State/Zip: Cohasset MA 02635

Policy # or Self-ins. Lic. #: _____ Expiration Date: _____

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

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

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

Signature: [Signature] Date: 2/28/2018
 Phone #: office 508 349-2303

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

City or Town: _____ Permit/License # _____

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

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/18

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 have ADDITIONAL INSURED provisions or 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 Mycock Insurance Agency 20 School Street, PO Box 437 Cotuit, MA 02635	CONTACT NAME: Lisa E. Mycock
	PHONE (A/C, No, Ext): 508-428-3511 FAX (A/C, No): 508-420-5684
	E-MAIL ADDRESS: lmycock@mycockagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Norfolk & Dedham
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		[REDACTED]	03/11/18	03/11/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	[REDACTED]	07/06/17	07/06/18	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Pottery.

RCVD 2018FEB26 PM2:03

ADMINISTRATIVE OFFICE
TOWN OF TRURO

CERTIFICATE HOLDER

CANCELLATION

Town of Truro
Truro Town Hall 24 Town Hall Road
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
Lisa E. Mycock



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

TAX STATUS REQUEST FOR LICENSING

Date 2/28/18

Request is coming from the Selectmen's Office

Owner's Name SUSAN KURTZMAN

Business Name Jobi Pottery

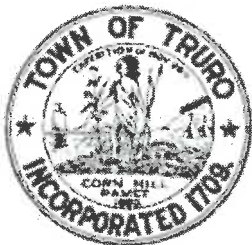
Business Address 314 Route Ulenit 3

Map and Parcel 42-150

Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year. 2017


Tax Collector's Signature

2/26/2018
Date



TOWN OF TRURO

PO Box 2030, Truro MA 02666
Tel: 508-349-7004, Extension: 131 or 124 Fax: 508-349-5508



LICENSE APPLICATION: Condominiums, Cottage Colonies, Motels, Campgrounds, Lodging, Gas Station/Retail Service, Transient Vendor

Section 1 – License Type & Hours of Operation

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

New Renewal

FACILITY: # UNITS

HOURS OF OPERATION:

Motel _____

Annual Seasonal

Cottage Colony _____

Opening Date: 04-01-18

Condominium _____

Closing Date: 10-30-18

Campground 218

Days of the Week Open: Sat -Sun

Lodging _____

Transient Vendor

Gas Station *(Please submit your Service Station Compliance Form & Third Part Underground Storage Tank Inspection Report (FP 289))*

Section 2 – Business Information

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

H. Wayne Klekamp II

Print Name of Applicant

Business Name

same

A/C Mobile Home Park Inc at Horton's

Owner Name

67 S. Highland Road, North Truro, MA 02652 905 16th Place, Vero Beach, FL 32960

Street Address of Business

Mailing Address of Business

508-487-1847

Business Phone Number

[REDACTED]
Business E-Mail Address

Name of Onsite Manager:

Name: James Bourne Unit Number: _____

Mailing Address: PO Box 365 North Truro, MA 02652

Phone: (24 Hour Contact): 508-487-1847 Email Address: _____

[Signature]
Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: _____ Business Name: _____

Business Address: _____

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

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: _____ Business Name: _____

Business Address: _____

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

Co-Manager's Signature (REQUIRED)

Section 4 - ATTESTATION

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

[Signature] H. WAYNE KURAP U 11.17.17
Signature of Applicant Print Name Date

Additional Applications & Documentation

REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

- Smoke detector/fire protection certification
- IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit
- Business certificate with the clerk's office

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

- Application for Pool or Hot Tub Permit
- Application to Name a Manager
- Entertainment License
- Application to sell Tobacco
- Application for Food Service Permit (rev 9/2017)

Number: 2018-031A

Fee \$50.00

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

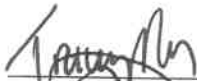
This is to certify that **Wayne Klekamp, mgr., d/b/a Adventure Bound Camping Resort
at Hortons**
67 South Highland Rd

Has Been Granted A License to Operate **Recreational Camps, Overnight Camps or Trailer
Coach Parks**

This license is issued in conformity with the authority granted to the Truro Board of Health, by Chapter 140, Sections 32A, 32B, 32C, 32D, 32E as amended, and is subject to the provisions of the Laws of the Commonwealth of Massachusetts relating thereto, and upon such terms and conditions, and to the rules and regulations in regard to said Camps or Cabins so licensed as adopted by the Truro Board of Health and expires **December 31, 2018** unless sooner suspended or revoked.

Date *December 6, 2017*

of units: **218 sites**



Raymond Silva

Timothy J. Row

Truro Board of Health

Number: 2018-031B

Fee \$75.00

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

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

**Wayne Klekamp, mgr., d/b/a Adventure Bound Camping Resort at Horton's
Highland Dairy General Store**


Whose place of business is **67 South Highland Rd**

Type of business and any restrictions **General Store (prepackaged & microwave food items/dry goods)**

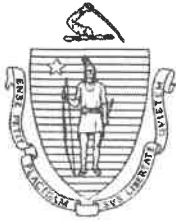
To operate a food establishment in **Truro**

Permit Expires: **December 31, 2018**

Date Issued: *December 20, 2017*



Truro Board of Health Agent



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

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: A/C Mobile Home Park Inc at Horton's

Address: 67 S Highland Road

City/State/Zip: North Truro, MA 02652

Phone #: 508-487-1847

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: National Casualty Company

Insurer's Address: 1100 Locust St., Dept 3000

City/State/Zip: Des Moines, IA 50391-3000

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 04-01-2018

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

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

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

Signature: [REDACTED]

Date: 11.17.17

Phone #: [REDACTED]

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____

**National
Casualty
Company**

**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
INSURANCE POLICY - INFORMATION PAGE**

INSURER:
NATIONAL CASUALTY COMPANY

1100 Locust St. Dept 3000
Des Moines, IA 50391-3000

POLICY NO: [REDACTED]

NEW BUSINESS

NCCI Company No: [REDACTED]

Account No: [REDACTED]

RISK ID [REDACTED]

N.J. Taxpayer Identification No. 3 [REDACTED]

ITEM 1. NAMED INSURED AND MAILING ADDRESS:

H WAYNE KLEKAMP INC
(SEE NAMED INSURED ENDT)
905 16TH PLACE
VERO BEACH FL 32960

PRODUCER NAME AND ADDRESS:

K & K INSURANCE GROUP
1712 MAGNAVOX WAY
FORT WAYNE IN 46804

PRODUCER NO.: 93627

LEGAL ENTITY: CORPORATION

OTHER WORKPLACES NOT SHOWN ABOVE: (See Workers Compensation Classification Schedule)

ITEM 2. POLICY PERIOD: From: 04-01-2017 To: 04-01-2018

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

ITEM 3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
AZ FL MA MD NH NJ NY PA TN

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$ 1,000,000	each accident
Bodily Injury by Disease:	\$ 1,000,000	policy limit
Bodily Injury by Disease:	\$ 1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

**AL AK AR CA CO CT DE DC GA HI ID IL IN IA KS KY LA ME MI MN MS MO
MT NE NV NM NC OK OR RI SC SD TX UT VT VA WV WI**

D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

ITEM 4. PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Minimum Premium: \$ [REDACTED]

Audit Period: **ANNUAL**

Total Estimated

Annual Premium: \$ [REDACTED]

Issued At:

Date: 04-04-17

Countersigned by _____



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

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: A/C Mobile Home Park Inc at Horton's

OWNER/MANAGER: H. Wayne Klekamp

ADDRESS: 67 S Highland Road

PHONE #: 508-487-1847 NUMBER OF UNITS: 218

CONTACT PERSON: H. Wayne Klekamp

ADDRESS: 905 16th Place, Vero Beach, FL 32960

TESTING COMPANY: Ralph J Perry, Inc

TESTING ELECTRICIAN/TECHNICIAN: _____

COMPANY PHONE #: _____ HOME PHONE #: _____

LICENSE #: 5342

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

COMMENTS: _____

DATE OF CERTIFICATION: 11-03-17 BY: see attached

Signature of Licensed Electrician

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

RALPH J. PERRY

P.O. BOX 339 • HYANNIS, MA 02601 • 508-775-3473

MA-CR#017 • DOT CERT #A-850

FIRE PROTECTION INSPECTION REPORT/WORK ORDER No 60027

NAME: HORTON'S CAMPGROUND DATE 11/3/17 ACCOUNT# _____
LOCATION 67 S. HIGHLAND RD NEW _____ CHARGE X COD _____
TRURO ANNUAL X NEW EQUIP _____ SERVICE RETURNS _____
TOTAL # OF EXTINGUISHERS 7
BILL TO _____ # EXTINGUISHERS DUE SERVICE NEXT YEAR _____
CUSTOMER PO# _____ INSPECTION DUE 11/18
CONTACT JAMES PHONE 487 1847 EMAIL _____ SERVICE/LABOR 1

NEW EQUIPMENT

DRY CHEM 2 1/2 ABC _____ 5ABC _____ 10ABC _____ 20ABC _____ 10BC _____ 20BC _____ 10PK _____ 20PK _____
CO2 5lb _____ 10lb _____ 15lb _____ 20lb _____ PW _____ CLASS _____ HALOTRON 2 1/2 lb _____ 5lb _____ 11lb _____ 15.5lb _____
MARINE SYSTEM _____ EMERGENCY LIGHTS _____ EXIT LIGHTS _____ OTHER _____

INSPECTION / RECERTIFICATION

DRYCHEM 10 K CLASS _____ PW _____ HALON/HALOTRON _____ CO2 _____ COND TEST _____ MARINE CYLINDER _____
EMERGENCY LIGHTS _____ EXIT LIGHTS _____ OTHER _____

RECHARGE / SERVICE / HYDROTEST

RECHARGES	SERVICE
DRY CHEM 2 1/2 lb _____ 5lb <u>2</u> 10lb <u>1</u> 20lb _____	6 YEAR MAINTENANCE <u>1</u> HYDROTEST <u>2</u>
PW _____ K CLASS .61 _____ 2.5G _____	HYDROTEST _____
HALOTRON 2 1/2 lb _____ 5lb _____ 11 lb _____ 15 1/2 lb _____	6 YEAR MAINTENANCE _____ HYDROTEST _____
CO2 5 lb _____ 10lb _____ 15lb _____ 20lb _____ COND TEST _____	HYDROTEST _____

Notes:

PARTS

SERVICE COLLAR <u>3</u>	WALL HOOK _____	M1-5lb _____	Other _____
ORING <u>3</u>	VEHICLE BRACKET _____	M2-10lb _____	_____
CHECK STEM _____	HEAVY DUTY BRACKET _____	20lb _____	_____
PULL PIN _____	BULBS _____	REPLACEMENT COVER _____	_____
GAUGE _____	BATTERIES _____	BATTERY DISPOSAL _____	FEC COVER _____

SIGNS / LABELS

FIRST AID

DOT _____ OSHA _____ PWM 90 _____ FIRST AID KIT 8161 _____ 8162 _____ 8163 _____ J-KIT _____ REFILL _____
BL SERIES VINYL _____ TYPE _____ EYEWASH STATION _____ REFILL _____ INSPECTA SHIELD _____
RP SERIES PLASTIC _____ TYPE _____ OTHER _____

FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA10 CODE YES NO

RECOMMENDATIONS: UPPER BATH HOUSE NOT ACCESSIBLE

On this date the above fire extinguishers and fire equipment were inspected or serviced in accordance with procedures of the NFPA 10 and the manufacturer's manual, with the results indicated above.

[Signature] 5342
SERVICE TECHNICIAN LIC #

[Signature]
CUSTOMER'S AUTHORIZED REPRESENTATIVE

The above service technician certifies that the fire extinguishers and emergency lights were personally inspected and found conditions to be as indicated above.



Town of Truro
Board of Health

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 131 Fax: 508-349-5508
Email: ebeebe@truro-ma.gov or adavis@truro-ma.gov



APPLICATION FOR FOOD SERVICE - COMMON VICTUALER

[] New [x] Renewal

Section 1 - License Type

Type of License: [x] Food Service [] Common Victualer

Type of Food Service Establishment:

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

Section 2 - Business/Owner/Manger Information

Federal Employers Identification Number (FEIN/SS) [redacted]
Business Name: Highland Dairy General Store
Owner Name: H. Wayne Klekamp Email Address: [redacted]
Mailing Address: 905 16th Place Vero Beach, FL 32960
Phone No: [redacted]
Person Directly Responsible for Daily Operations: (Owner, Person In Charge, Supervisor, Manager)
Name: James Bourne Email Address: [redacted]
Mailing Address: 67 Highland Road North Truro, MA 02652
Phone No: 508-487-1847 24 Hour Emergency: [redacted]

Section 3 - Business Operation Details

Number of Seats: Inside: 0 Outside: 0 Number of Employees: 0
Length of Permit: [] Annual [x] Seasonal Operation
Hours of Operation: 8 am To 8 pm
Days Closed Excluding Holidays: none
If Seasonal: Approximate Dates of Operation: 04 / 01 / 18 To 10 / 30 / 18

\$75 - 10 sections w/in FS prep packages - NOT mandatory

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

N/A

Allergen Awareness Certification (attach copy):

N/A

Has your menu changed from last year? Yes No

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

Section 4 - Attestation

Attestation

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

Signature of Applicant: [Signature] Date: 11.17.17

Application Checklist:

- Food Service Permit Application
- Smoke Detector/Fire Protection Certification
- Workers Compensation Affidavit/Certificate of Insurance
- Copy of Inspection of Kitchen Equipment: Commercial Hood and Ventilation System Report
- Copy of Service report of mechanical washing equipment (Dishwasher)
- Copy of ServSafe Certification and Allergy Awareness
- Copy of Choke Saver (for food service establishment w/seating capacity of 25 or more)

FOR HEALTH DEPARTMENT USE ONLY	
Comments: _____	
Review by _____	Date _____



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

TAX STATUS REQUEST FOR LICENSING

Date 12/12/17

Request is coming from the Selectmen's Office

Owner's Name H. Wayne Klekamp

Business Name A/C Mobile Home Park @ Horton's (Adventure Bound)

Business Address 67 S. Highland Rd. NT

Map and Parcel 37/15

Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year. *37-15 A*
RE & PP 2017 good to go when

[Signature]
Tax Collector's Signature

DEC 12, 2017
Date

#2018-082

NOV 22 2017
RECEIVED BY:



TOWN OF TRURO PAID 4428

PO Box 2030, Truro MA 02666
Tel: 508-349-7004, Extension: 131 or 124 Fax: 508-349-5508

LICENSE APPLICATION: Condominiums, Cottage Colonies, Motels, Campgrounds, Lodging, Gas Station/Retail Service, Transient Vendor

Section 1 – License Type & Hours of Operation

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

New Renewal

FACILITY: # UNITS

HOURS OF OPERATION:

Motel _____

Annual Seasonal

Cottage Colony _____

Opening Date: 04-01-18

Condominium _____

Closing Date: 10-30-18

Campground ~~244~~ 330

Days of the Week Open: Sat -Sun

Lodging _____

Transient Vendor

Gas Station (Please submit your Service Station Compliance Form & Third Part Underground Storage Tank Inspection Report (FP 289))

Section 2 – Business Information

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

H. Wayne Klekamp II

Print Name of Applicant Business Name

same A/C Mobile Home Park Inc at Cape Cod

Owner Name

46 Highland Road, North Truro, MA 02652 905 16th Place, Vero Beach, FL 32960

Street Address of Business Mailing Address of Business

508-487-1847 [REDACTED]

Business Phone Number Business E-Mail Address

Name of Onsite Manager:

Name: James Bourne Unit Number: _____

Mailing Address: PO Box 365 North Truro, MA 02652

Phone: (24 Hour Contact): 508-487-1847 Email Address: _____

[Signature]
Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: _____ Business Name: _____

Business Address: _____

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

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: _____ Business Name: _____

Business Address: _____

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

Co-Manager's Signature (REQUIRED)

Section 4 - ATTESTATION

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

[Signature] H. WAYNE KUZAMP II 11.17.17
Signature of Applicant Print Name Date

Additional Applications & Documentation

REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

- Smoke detector/fire protection certification
- IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit
- Business certificate with the clerk's office

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

- Application for Pool or Hot Tub Permit
- Application to Name a Manager
- Entertainment License
- Application to sell Tobacco
- Application for Food Service Permit (rev 9/2017)

Number: 2018-032

Fee \$50.00

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

This is to certify that **Wayne Klekamp, mgr., d/b/a North Truro Camping Area**
46 Highland Rd

Has Been Granted A License to Operate **Recreational Camps, Overnight Camps or Trailer**
Coach Parks

This license is issued in conformity with the authority granted to the Truro Board of Health, by Chapter 140, Sections 32A, 32B, 32C, 32D, 32E as amended, and is subject to the provisions of the Laws of the Commonwealth of Massachusetts relating thereto, and upon such terms and conditions, and to the rules and regulations in regard to said Camps or Cabins so licensed as adopted by the Truro Board of Health and expires **December 31, 2018** unless sooner suspended or revoked.

Date *December 6, 2017*

of units: **330 sites**

Truro
Jason Silva
Timothy Mor

Truro Board of Health

**National
Casualty
Company**

**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
INSURANCE POLICY - INFORMATION PAGE**

INSURER:
NATIONAL CASUALTY COMPANY

1100 Locust St. Dept 3000
Des Moines, IA 50391-3000

POLICY NO: [REDACTED]

NEW BUSINESS

NCCI Company No: [REDACTED]

Account No: [REDACTED]

RISK ID [REDACTED]

N.J. Taxpayer Identification No. [REDACTED]

ITEM 1. NAMED INSURED AND MAILING ADDRESS:

H WAYNE KLEKAMP INC
(SEE NAMED INSURED ENDT)
905 16TH PLACE
VERO BEACH FL 32960

PRODUCER NAME AND ADDRESS:

K & K INSURANCE GROUP
1712 MAGNAVOX WAY
FORT WAYNE IN 46804

PRODUCER NO.: 93627

LEGAL ENTITY: CORPORATION

OTHER WORKPLACES NOT SHOWN ABOVE: (See Workers Compensation Classification Schedule)

ITEM 2. POLICY PERIOD: From: 04-01-2017 To: 04-01-2018

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

ITEM 3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
AZ FL MA MD NH NJ NY PA TN

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$ 1,000,000	each accident
Bodily Injury by Disease:	\$ 1,000,000	policy limit
Bodily Injury by Disease:	\$ 1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
**AL AK AR CA CO CT DE DC GA HI ID IL IN IA KS KY LA ME MI MN MS MO
MT NE NV NM NC OK OR RI SC SD TX UT VT VA WV WI**

D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

ITEM 4. PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Minimum Premium: \$ [REDACTED]
Audit Period: **ANNUAL**

Total Estimated

Annual Premium: \$ [REDACTED]

Issued At:

Date: 04-04-17

Countersigned by _____



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

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: A/C Mobile Home Park Inc at Cape Cod

OWNER/MANAGER: H. Wayne Klekamp

ADDRESS: 46 Highland Road

PHONE #: 508-487-1847 NUMBER OF UNITS: 218

CONTACT PERSON: H. Wayne Klekamp

ADDRESS: 905 16th Place, Vero Beach, FL 32960

TESTING COMPANY: Ralph J Perry, Inc

TESTING ELECTRICIAN/TECHNICIAN: _____

COMPANY PHONE #: _____ HOME PHONE #: _____

LICENSE #: 5342

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

COMMENTS: _____

DATE OF CERTIFICATION: 11-03-17 BY: see attached

Signature of Licensed Electrician

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

RALPH J. PERRY

P.O. BOX 339 • HYANNIS, MA 02601 • 508-775-3473

MA-CR#017 • DOT CERT #A-850

FIRE PROTECTION INSPECTION REPORT/WORK ORDER# No 60026

NAME: ADVENTURE BOUND DATE 11/3/17 ACCOUNT# _____
LOCATION 46 HIGHLAND RD NEW _____ CHARGE X COD _____
TRURO ANNUAL X NEW EQUIP _____ SERVICE RETURNS _____
TOTAL # OF EXTINGUISHERS 8
BILL TO _____ # EXTINGUISHERS DUE SERVICE NEXT YEAR 5*
CUSTOMER PO# _____ INSPECTION DUE 11/18
CONTACT JAMES PHONE 487-1847 EMAIL _____ SERVICE/LABOR 1

NEW EQUIPMENT

DRY CHEM 2 1/2 ABC _____ 5ABC _____ 10ABC _____ 20ABC _____ 10BC _____ 20BC _____ 10PK _____ 20PK _____
CO2 5lb _____ 10lb _____ 15lb _____ 20lb _____ PW _____ CLASS K _____ HALOTRON 2 1/2 lb _____ 5lb _____ 11lb _____ 15.5lb _____
MARINE SYSTEM _____ EMERGENCY LIGHTS _____ EXIT LIGHTS _____ OTHER _____

INSPECTION / RECERTIFICATION

DRYCHEM 8 K CLASS _____ PW _____ HALON/HALOTRON _____ CO2 _____ COND TEST _____ MARINE CYLINDER _____
EMERGENCY LIGHTS _____ EXIT LIGHTS _____ OTHER _____

RECHARGE / SERVICE / HYDROTEST

RECHARGES	SERVICE
DRY CHEM 2 1/2 lb _____ 5lb <u>2</u> 10lb <u>1</u> 20lb _____	6 YEAR MAINTENANCE <u>1</u> HYDROTEST <u>1</u>
PW _____ K CLASS .61 _____ 2.5G _____	HYDROTEST _____
HALOTRON 2 1/2 lb _____ 5lb _____ 11 lb _____ 15 1/2 lb _____	6 YEAR MAINTENANCE _____ HYDROTEST _____
CO2 5 lb _____ 10lb _____ 15lb _____ 20lb _____ COND TEST _____	HYDROTEST _____

Notes:

PARTS

SERVICE COLLAR <u>3</u>	WALL HOOK _____	M1-5lb _____	Other _____
ORING <u>3</u>	VEHICLE BRACKET _____	M2-10lb _____	_____
CHECK STEM _____	HEAVY DUTY BRACKET _____	20lb _____	_____
PULL PIN _____	BULBS _____	REPLACEMENT COVER _____	_____
GAUGE _____	BATTERIES _____	BATTERY DISPOSAL _____	FEC COVER _____

SIGNS / LABELS

FIRST AID

DOT _____ OSHA _____ PWM 90 _____ FIRST AID KIT 8161 _____ 8162 _____ 8163 _____ J-KIT _____ REFILL _____
BL SERIES VINYL _____ TYPE _____ EYEWASH STATION _____ REFILL _____ INSPECTA SHIELD _____
RP SERIES PLASTIC _____ TYPE _____ OTHER _____

FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA10 CODE YES NO

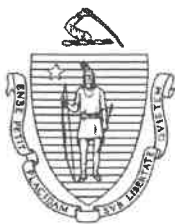
RECOMMENDATIONS: _____

On this date the above fire extinguishers and fire equipment were inspected or serviced in accordance with procedures of the NFPA 10 and the manufacturer's manual, with the results indicated above.

m h 5342
SERVICE TECHNICIAN LIC #

James D. Bourne
CUSTOMER'S AUTHORIZED REPRESENTATIVE

The above service technician certifies that the fire extinguishers and emergency lights were personally inspected and found conditions to be as indicated above.



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

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: A/C Mobile Home Park Inc at Cape Cod

Address: 46 Highland Road

City/State/Zip: North Truro, MA 02652

Phone #: 508-487-1847

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: National Casualty Company

Insurer's Address: 1100 Locust St., Dept 3000

City/State/Zip: Des Moines, IA 50391-3000

Policy # or Self-ins. Lic. # [REDACTED]

Expiration Date: 04-01-2018

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

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

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

Signature: [Signature]

Date: 11.17.17

Phone #: [REDACTED]

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2017

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 have ADDITIONAL INSURED provisions or 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 K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: LEISURE PHONE (A/C, No, Ext): 800-335-0315 FAX (A/C, No): 260-459-5624 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: NATIONAL CASUALTY COMPANY 11991 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

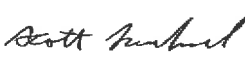
INSURED
 H. WAYNE KLEKAMP, INC. (SEE SCHEDULE)
 DBA : ADVENTURE BOUND CAMPING RESORTS
 905 16TH PL
 VERO BEACH, FL 32960

COVERAGES **CERTIFICATE NUMBER: C72304** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIMITS - \$1,000,000/\$1,000,000 AGG GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		[REDACTED]	4/1/2017 12:01 AM	4/1/2018 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 LEGAL LIAB TO PARTICIPANTS PROFESSIONAL LIABILITY
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	4/1/2017 12:01 AM	4/1/2018 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			[REDACTED]	4/1/2017 12:01 AM	4/1/2018 12:01 AM	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	PARTICIPANT ACCIDENT						AD&D Primary Medical Excess Medical Weekly Indemnity

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.
 RE: 42-44-46-48 HIGHLAND ROAD, NORTH TRURO, MA & 67-71 SOUTH HIGHLAND ROAD, NORTH TRURO, MA

CERTIFICATE HOLDER TOWN OR TRURO LICENSING DEPARTMENT PO BOX 2030 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 



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

TAX STATUS REQUEST FOR LICENSING

Date 12/12/17

Request is coming from the Selectmen's Office

Owner's Name H. Wayne Klekamp

Business Name Adventure Board Camping - North Truro Camping Area

Business Address 46 Highland Rd. NT

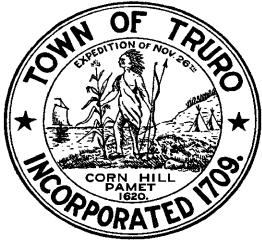
Map and Parcel 36 / 174

Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.

RE & PP 2017 Good to go *awol*

awol
Tax Collector's Signature

Dec 12, 2017
Date



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Barnstable County Human Rights Commission

REQUESTOR: Laurie Veninger, Truro Representative

REQUESTED MEETING DATE: March 13, 2018

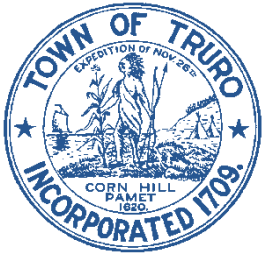
ITEM: Letter in Support of the Barnstable County Human Rights Commission

EXPLANATION: Laurie Veninger read a brief statement to the Board of Selectmen on February 13TH, 2018 as the Truro Representative on the Barnstable County Human Rights Commission (BCHRC). Ms. Veninger noted that there is only one part-time support position for the BCHRC and most of the work is mainly performed by volunteers. As of late the County Commissioners have suggested cuts to the Human Rights Commission. The part-time position salary has already been cut, making the position difficult to fill which affects the day-to-day operations. A support letter from the Truro Board of Selectmen would help remind the County Commissioners that the Human Rights Commission serves the community and that Truro wishes to maintain the Human Rights Commission.

SUGGESTED ACTION: *Motion to Approve and sign the Barnstable County Human Rights Commission Support Letter.*

ATTACHMENTS:

1. Letter of Support



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

March 13, 2018

Barnstable County Commissioners
PO Box 427
3195 Main Street
Barnstable, MA 02630

Dear County Commissioners,

Since its creation, the Town of Truro has appreciated and supported the efforts of the Human Rights Commission's staff members and all of the volunteers for their hard work. The County created the Human Rights Commission to promote equal opportunity in housing, employment, education, public accommodations, town and county services, insurance, banking, credit and health care for all persons in Barnstable County. The Town of Truro is grateful for these initiatives and the impact they have on our community.

The Board feels the Human Rights Commission plays a vital role in the community of Truro and that funding cuts would impact the Human Rights Commission and the imperative work that the Commission does for the residents and the community of Cape Cod. The Board of Selectmen, on behalf of the residents of Truro requests that the Barnstable County Human Rights Commission be allowed to continue their critical work as we face human rights challenges in the coming years. Their services are invaluable to our residents and Cape Cod residents alike.

We thank you for this opportunity to voice our support for the Human Rights Commission.

Sincerely,

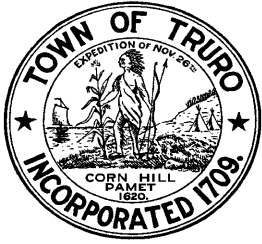
Paul Wisotzky, Chairman

Maureen Burgess, Vice-Chairman

Robert Weinstein, Clerk

Jay Coburn

Jan Worthington
Town of Truro
Board of Selectmen



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: March 13, 2018

ITEM: Review and Hold or Release Executive Session Minutes

EXPLANATION: There is a drop box folder labeled Executive Session Minutes with the meeting minutes for your review, approval and determination to release or hold. The April 18, 2017, May 23, 2017 and December 12, 2017 minutes meet the Public Records Law criteria and would be in the Town's best interest to hold.

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

SUGGESTED ACTION: *Motion to approve and hold the Executive Session Minutes.*

ATTACHMENTS:

1. Executive Session Minutes in Dropbox

DRAFT

**Truro Board of Selectmen Meeting
Tuesday, February 27, 2018
Selectmen's Chambers, Town Hall**

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

Present: Town Manager Rae Ann Palmer; Assistant Town Manager Kelly Sullivan-Clark; Town Accountant Trudi Brazil

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

PUBLIC HEARINGS

Captain's Choice Liquor License

Chair Wisotzky opened the public hearing for Captain's Choice.

Attorney Christopher Fiset, representing Christopher W. King of Captain's Choice, came forward to explain the request to change the license category for Captain's Choice from a Seasonal Wine and Malt license to a Seasonal All Alcohol liquor license. Susan Howe and Bruce Boleyn spoke in favor of approval. Abutters Claire Adams, Joel Grozier, James Freeman and Jennifer Wells opposed any change to the liquor license. Attorney Fiset addressed a parking issue, which has been brought to court. He noted that zoning allows for an All Alcohol license. He answered questions from the Selectmen regarding the business, seating capacity, and parking. Owner Christopher King explained a plan he has for an outdoor bar. Jay Coburn asked Mr. King if he would consider limited times for outdoor, late night hours. Attorney Fiset requested continuance of the hours that are now in effect.

Robert Weinstein moved to approve the change of license category for Captain's Choice Inc., located at 4 Highland Road, Unit D, from Seasonal Wine and Malt to Seasonal All Alcohol liquor license for submission to the Alcoholic Beverages Control Commission. Janet Worthington seconded, and the motion carried 5-0.

Continued Public Hearing on Proposed Changes for Pamet Harbor Fees

Vice-chair Maureen Burgess opened the second public hearing, a continuation from February 13, 2018, on proposed changes for Pamet Harbor Fees.

Chair Paul Wisotzky and Robert Weinstein recused themselves from the hearing.

Pamet Harbor Commission Chair Tim Silva, Harbor Master Tony Jackett and Pamet Harbor Commissioners Richard Wood and Ray Cordeiro came to the table to explain the changes to the Pamet Harbor Fee Schedule and the addition of a Waterways User Permit Fee, which will be applied to all vessels on moorings, slips, docks, rack storage, launching ramps, piers or floats. The Waterways User Permit Fee is in addition to a mooring permit fee. Because the State controls ramp fees, the Pamet Harbor Commission is able to raise use fees commensurate with the level of services and parking provided. The increased fees will bring Pamet Harbor more in

line with other communities and bring more revenue into the Budget. The Commissioners discussed proposed skiff fees in comparison to the neighboring towns. Robert Weinstein, speaking as a private citizen and a mooring holder at Pamet Harbor, said that the seasonal ramp fee should be reconsidered with attention to business users. Tim Silva said they will address ramp fees next year, but at present want to establish the Waterways User Permit Fee.

Ms. Burgess closed the public hearing. Jay Coburn moved to approve the proposed changes to the Pamet Harbor Fee Schedule and the Waterways User Permit Fee. Janet Worthington seconded, and the motion carried 3-0.

Robert Weinstein and Paul Wisotzky returned to the table.

COMMITTEE APPOINTMENTS

Part-Time Residents Advisory Committee

The Board interviewed two candidates for the Part-Time Residents Advisory Committee, Larry Pisapio and Julia Lester. Mr. Pisapio said he has been both a full-time and a part-time resident of Truro and could act as a bridge. He addressed the question on what he perceives as the biggest problem facing Truro. Ms. Lester gave her background and long-time connection to Truro. She said she would be available to attend meetings once a schedule is established.

The Selectmen will make a decision on appointments to the Part-Time Residents Advisory Committee after all the candidates have been interviewed.

Cable and Internet Advisory Committee

Scott Mather explained his interest in becoming a member of the Cable and Internet Advisory Committee. He has been working in the telecommunications for the past thirty years, he said. He discussed dealing with large communications companies.

Jay Coburn moved to appoint Scott Mather to a three-year term with the Cable and Internet Advisory Committee. The term will expire on June 30, 2021. Robert Weinstein seconded, and the motion carried 5-0.

BOARD OF SELECTMEN ACTION

Barnstable County Human Rights Commission

Laurie Veninger, Truro Representative to the Barnstable County Human Rights Commission (BCHRC), read her report to the Board of Selectmen. She outlined activities of the BCHRC during 2017, mentioned future efforts, and requested that the Board let the County Commissioners and Assembly of Delegates know that Human Rights Commission services are appreciated and should be continued. Jay Coburn suggested preparing a letter of support for the BCHRC.

Cannabis Businesses

Town Manager Rae Ann Palmer discussed the next steps for cannabis businesses in Truro. She said that the Planning Board had voted to request that a Warrant Article be prepared for Annual Town Meeting to approve a temporary moratorium on marijuana businesses in Truro. The Moratorium would allow the Planning Board time to develop a Truro Zoning Bylaw to regulate cannabis businesses. Town Counsel has recommended that the Article address both medical and

retail marijuana businesses. Ms. Palmer is working with Town Counsel on the Article. The Planning Board needs to hold a public hearing for the Zoning Bylaw.

Maureen Burgess moved to refer to the Planning Board the proposed Zoning Bylaw on marijuana businesses. Robert Weinstein seconded, and the motion carried 5-0.

David DeWitt, Chair of the Agricultural Commission, asked for clarification about the Town Meeting at which the Zoning Bylaws would be presented. The April 2018 Annual Town Meeting will be considering a moratorium. A future Town Meeting would consider Zoning Bylaws that govern cannabis businesses. Harland Howard, a Truro resident and a member of a recreational marijuana enterprise seeking to set up a business in town, discussed the potential benefits to Truro.

FY19 Omnibus Budget

Town Manager Rae Ann Palmer and Town Accountant Trudi Brazil reviewed the Fiscal Year 2019 Budget, having a grand total of \$19,418,732. Ms. Palmer noted expanded services that are included in the Budget. The Budget will not require an override. More money is being placed in the Other Public Employee Benefit's (OPEB) line. The Stabilization Fund will be increased, she said. Money will also be added to the Capital Stabilization Fund and another million dollars to stabilize the tax rate. Replacement of the Library roof and replacement of the Swap Shop are being planned. Capital exclusions will be needed for these and a debt exclusion is requested for a Fire Department tanker. The Affordable Housing Trust Fund will receive additional money. The septic system at the Beach Office needs to be replaced, Ms. Palmer said.

The Budget vote will be taken when the Selectmen make their Town Warrant recommendations.

Opioid Lawsuit Agreement

Rae Ann Palmer explained the KP Law effort with a consortium of law firms to assist in the recovery of municipal costs resulting from the opioid crisis. It is similar to a class action suit and would not cause the Town to incur any costs.

Jay Coburn moved to authorize the Town to enter into a civil suit against those legally responsible for the wrongful distribution of prescription opiates and to authorize the Chair to sign the letter of engagement with KP Law. Maureen Burgess seconded, and the motion carried 5-0.

CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. Application for a Curb Cut Permit-123 Shore Road
 - 2. Application for a Curb Cut Permit-67 Old Kings Highway
 - 3. Event Notification from the National MS Society Bike Ride
 - 4. Event Notification from for Wounded Warriors Bike Ride
- B. Review and Approve Access Easement Deed for 10 Edgewood Way (held pending Town Counsel Comments)
- C. Review & Approve Draft Letter to MDAR Re: Eversource Herbicide use on Utility Rights-of-Way
- D. Review & Approve Common Victualer License for Box Lunch-300 Route 6-Truro

E. Review and Approve Board of Selectmen Minutes: February 13, 2018 and February 20, 2018 Work Session

Robert Weinstein questioned the curb cut request for 67 Old King's Highway. Adam Thomas, owner of the property, explained his efforts to obtain the curb cut. He had constructed the driveway first. Then he applied for his permit to construct his house. He did not have a written confirmation that Old King's Highway was not a Town road as he had believed. The Building Commissioner has informed him that he needs a Town road curb cut approval in order to get his Certificate of Occupancy for his new residence. Mr. Weinstein said his objection was about process. He was not blaming the homeowner in having the curb cut request submitted after the fact.

Jay Coburn moved to approve the Consent Agenda as printed. Robert Weinstein seconded, and the motion carried 5-0 with abstentions by Mr. Coburn and Mrs. Weinstein from voting on the minutes of February 13, 2018.

SELECTMEN REPORTS AND TOWN MANAGER'S REPORT

Robert Weinstein shared information from the last Cape Cod Municipal Planning Organization (MPO) meeting. He said the Transportation Improvement Program (TIP) Phase 2 bike lane design had been submitted; there were no solutions for the junction of Rte. 6 and Shore Rd., where the highway change from two four lanes; and there is no plan for a third bridge over the Cape Cod Canal. Instead the Army Corps of Engineers will be performing maintenance work in the Canal corridor. He recommended attendance at a March meeting of the DOT, MPO and the Army Corps of Engineers on these plans which will impact the entire Cape. He has submitted plans with visuals to the Town Manager, who will make them available to interested citizens. Mr. Weinstein also said the new Cape Cod Commission Director of the Regional Transit Authority has shown support for Resilient Communities and trolleys for beaches in Cape towns.

Paul Wisotzky thanked Rae Ann for her State of the Town presentation. He said that he and Ms. Palmer had met with David Panagore and Cheryl Andrews from Provincetown to plan the joint meeting of Selectmen scheduled for March 20, 2018 at the Community Center. He asked that Truro participation in the Pilgrim 400 event, now in the planning stages, be placed as a future agenda item. Mr. Wisotzky reported on attending a Housing Authority meeting and making a site visit to the Cloverleaf property.

Maureen Burgess had attended a meeting of the Water Resources Oversight Committee that concerned Innovative/Alternative Technology septic systems and a discussion of old cesspools still in use.

Town Manager Rae Ann Palmer discussed: planning for the Pilgrim 400 event; a new configuration for media equipment in the Selectmen's Chambers; prospective candidates for the Fire Department; and the Planning Board public hearing for Zoning bylaw changes for condominium conversion, house size and some housekeeping items.

SELECTMEN COMMENTS

Jay Coburn reflected on the challenges and rewards of serving as a Selectman for the past six years. He announced that he will not be seeking another term, but he promised to stay involved in Town efforts.

AGENDA FOR NEXT MEETINGS

Town Manager Rae Ann Palmer discussed the agenda for upcoming meetings:

Tuesday, March 13, 2018 – Introducing new police officers; an applicant for the Part-Time Residents Advisory Committee; a presentation by Kristi Senatori of the Cape Cod Commission; starting the review of Warrant Articles, a renewal of Jobi Pottery’s license; and the easement deed for 10 Edgewood Way

Tuesday, March 20, 2018 – work session at 5 p.m. and the joint meeting with the Provincetown Town Manager and Selectmen at 6 p.m.

ADJOURNMENT

Robert Weinstein moved to adjourn. Maureen Burgess seconded, and the motion carried 5-0. The meeting was adjourned at 7:12 p.m.

Respectfully submitted,

Mary Rogers, Secretary

Paul Wisotzky, Chair

Maureen Burgess Vice-chair

Jay Coburn

Janet Worthington

Robert Weinstein, Clerk

Public Records Material for 2/27/18

1. Captain's Choice licensing materials
2. Fee Schedule and Waterway User Fees for Pamet Harbor
3. Application papers for Larry Pisapio and Julia Lester Veninger
4. Application materials from Scott Mather
5. FY19 Budget
6. LP Law Opioid Lawsuit
7. Application for a Curb Cut Permit-123 Shore Road
8. Application for a Curb Cut Permit-67 Old Kings Highway
9. Event Notification from the National MS Society Bike Ride
10. Event Notification from for Wounded Warriors Bike Ride
11. Access Easement Deed for 10 Edgewood Way
12. Draft Letter to MDAR Re: Eversource Herbicide use on Utility Rights-of-Way
13. Application for Common Victualer License for Box Lunch-300 Route 6-Truro