



AMENDED
Truro Board of Selectmen Meeting
Tuesday, December 18, 2018
Regular Meeting – 5:00pm
Truro Town Hall - 24 Town Hall Road

1. PUBLIC COMMENT

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

2. PUBLIC HEARINGS NONE

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

- A. Discussion and Vote on Truro's Role in the Herring River Restoration Project
Presenter: Attorney Barry Fogel
- B. Review and Approve East Harbor Project Phase I Contract
Presenter: Jarrod Cabral, DPW Director
- C. Update on Board of Health Regulations
Presenter: Emily Beebe, Health and Conservation Agent and Jarrod Cabral, DPW Director
- D. Discussion Regarding Annual Town Report Dedication and Cover for 2018
Presenter: Rae Ann Palmer, Town Manager
- E. Discussion of Town Manager's Performance Evaluation
Presenter: Robert Weinstein, Board of Selectmen Chair

6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. None
- B. Review and Approve Business Licenses: Common Victualer-Savory and the Sweet Escape
- C. Review and Approve Alcoholic Beverages Control Commission 2018 Annual Report
- D. Review and Approve Reappointment of Brian Boyle, Chair of the Energy Committee.
- E. Review and Approve Board of Selectmen Minutes: November 27, 2018 Joint Meeting with Provincetown

7. SELECTMEN REPORTS AND TOWN MANAGER REPORT

8. SELECTMEN COMMENTS

9. NEXT MEETING AGENDA: Tuesday, January 8



TOWN OF TRURO

Selectmen Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: December 18, 2018

ITEM: Truro's Role in the Herring River Restoration Project

EXPLANATION: After the Board of Selectmen voted to terminate joint counsel with Wellfleet on the Herring River Project, the Board interviewed and hired Attorney Barry Fogel to represent the Town. Attorney Fogel met with Selectperson Wisotzky and me and had a phone conference with Board Chair Weinstein. The three of us are the Town's representatives to the Herring River Executive Council. Attorney Fogel and I attended a project briefing and legal discussion with Wellfleet, Friends of the Herring River and the Cape Cod National Seashore so that new counsel for both Towns were familiarized with the project and the management structure.

Attorney Fogel has prepared a recommended course of action and motion for the Board of Selectmen to adopt. He will be at the meeting to present his recommendations.

SUGGESTED ACTION: *MOTION TO approve the declarations as prepared by Attorney Fogel.*

ATTACHMENTS:

1. Declarations to be provided at the meeting.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Department of Public Works

REQUESTOR: Jarrod Cabral, DPW Director

REQUESTED MEETING DATE: December 18, 2018

ITEM: East Harbor Project Phase I Contract

EXPLANATION: The contract for East Harbor Project Phase I is ready for signature. Phase I of the East Harbor repair project includes the replacement of three sections on the seaward end of the pipe. Currently, the seaward section is slumping and several sinkholes and depressions were found along the pipe between Route 6 and Cape Cod Bay. This project has environmental benefits such as increasing tidal flushing to improve water quality, wetland restoration, as well as minimizing potential threats to road utilities and infrastructure. Phase II of the project will address the Shore Road to Route 6 portion of the pipe and is scheduled for next fall.

At the April 25, 2017 Annual Town Meeting and the May 9, 2017 Annual Town Election, voters approved borrowing for \$3,700,000.00 for the project. In accordance with MGL Chapter 30, 39M, an invitation for sealed bids for the partial replacement of the East Harbor outfall pipe (seaward end) and dune restoration at Noons' Landing was issued on October 17, 2018. Four bids were submitted by the November 15, 2018 deadline and upon review, MIG Corporation of Acton, Massachusetts was the lowest qualified bidder with a bid of \$1,147,000.00. They specialize in large scale offshore culvert and bridge replacement/ repair. The contract to secure the services of MIG Corporation for the project is attached for your review, approval and signature.

FINANCIAL SOURCE: Approved at Town Meeting April 2017 & Election Ballot May 2017

IMPACT IF NOT APPROVED: Project will not move forward.

SUGGESTED ACTION: MOTION TO *approve and sign the East Harbor Project Phase I Contract.*

ATTACHMENTS:

1. Contract

AGREEMENT TO INSTALL, AND FURNISH ALL LABOR, MATERIALS EQUIPMENT TO PERFORM ALL OPERATIONS REQUIRED FOR THE PARTIAL REPLACEMENT OF THE EAST HARBOR OUTFALL PIPE AND DUNE RESTORATION AT NOONS LANDING

The following provisions shall constitute an Agreement between the Town of Truro, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and of MIG Corporation, Inc with an address One Acton Place, Suite 200 Acton MA 01720 hereinafter referred to as "Contractor", effective as of the 18th day of December, 2018. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with the partial replacement of the East Harbor outfall pipe, and dune restoration at Noons Landing, in accordance with the Specifications set forth in the Invitation for Bids issued by the Town on October 17, 2018, which is hereby incorporated herein by reference and shall be part of this Agreement.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder within 180 calendar days of the Town's award of contract to Contractor.

ARTICLE 3: PERFORMANCE OF THE WORK

- A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. **Responsibility for the Work:** (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor. This obligation shall also extend to the presence on the site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. **Notices, Compliance With Laws:** (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. **Project Superintendent:** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. **Progress Schedule:** The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required

by the Contract Documents, and shall provide for expeditious and practicable execution of the work.

- G. **Protection of the Work and Owner's Property:** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- H. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- I. **Warranty:** Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

ARTICLE 4: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$1,147,000.00. The Contractor shall submit invoices to the Town for services rendered, which will be due 30 days following the satisfactory performance of the Services.

ARTICLE 5: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

4. Invitation for Bids issued by the Town.
5. Contractor's Bid and the attachments thereto.
6. Prevailing Wage Rates

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 6: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 7: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 8: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 9: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 10: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 11: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 12: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 13: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the

performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 14: WAGE RATES

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

ARTICLE 15: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 16: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 17: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

Donald Voghel, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

06-1334342
Social Security Number or
Federal Identification Number

12/11/2018
**Signature of Individual or
Corporate Name**
MIG Corporation, Inc.
By: Donald Voghel
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

MIG Corporation Inc.

By

12/11/2018
Donald Voghel, CEO
Printed Name and Title

TOWN OF TRURO

by its Board of Selectmen

Robert Weinstein, Chair

Maureen Burgess, Vice-Chair

Jan Worthington, Clerk

Kristen Reed

Paul Wisotzky

Approved as to Availability of Funds:
Town Accountant (\$ _____) Contract Sum



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Health Department/DPW

REQUESTOR: Emily Beebe, Health and Conservation Agent
Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: December 18, 2018

ITEM: Board of Health Regulations Update

EXPLANATION: Health and Conservation Agent Emily Beebe and DPW Director Jarrod Cabral will provide an update on regulation changes approved by the Board of Health on December 13, 2018.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: N/A

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: December 18, 2018

ITEM: Discussion of Board suggestions for the 2018 Annual Town Report cover and dedication page.

EXPLANATION: Each year staff requests suggestions from the Board on a cover for the Annual Town Report and for the report dedication.

If the cover is not decided upon at this meeting it can be determined at a later meeting. The Annual Town Report must be ready two weeks prior to Annual Town Meeting.

SUGGESTED ACTION: *MOTION TO approve _____ as the cover and theme for the 2018 annual report and to dedicate the report to _____.*

Or

No action until a later meeting at which further information is presented.

ATTACHMENTS:

1. Clerk's Office List

List from Clerk's Office on people that have passed in 2018.

Date	Name
February 24	Priscilla A Mather
March 15	Patricia Max Poe
March 31	Owen Holmes Hart
April 7	Warren Hassmer
May 2	Bartlett H Smith
May 5	An R Kane
June 1	Joseph A Duch
June 3	Anton Joseph Kolz Jr
July 3	Lucy Jeannette Perry
July 10	David Carl Gilman
July 10	Ronald Howard Hyams
August 21	Edward Lopes Perry
September 30	Ross Alexander Williamson
October 18	Manuel Joseph Souza
October 21	Russell Henry Cherry
October 30	Susan Reeve Hicks Grimm
November 15	Patricia Rita Macara
November 16	Priscilla Jean White



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:

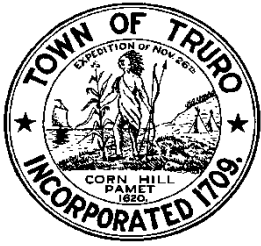
1. *None*

B. Review and Approve Business Licenses: Common Victualer-Savory and the Sweet Escape

C. Review and Approve Alcoholic Beverages Control Commission 2018 Annual Report

D. Review and Approve Reappointment of Brian Boyle, Chair of the Energy Committee.

E. Review and Approve Board of Selectmen Minutes: November 27, 2018 Joint Meeting with Provincetown



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of Savory and the Sweet Escape

REQUESTED MEETING DATE: December 18, 2018

ITEM: Approval of Renewal of 2019 Business Licenses:
Common Victualler License-Savory and the Sweet Escape

EXPLANATION: The Common Victualler Licenses are under the authority of the Board of Selectmen as Local Licensing Authorities.

If you approve this license for renewal, the license will be issued only upon compliance with all regulations, receipt of the necessary fees, proof of taxes paid in full for the current fiscal year and prior approval of the Food Service Licenses by the Health Agent or Board of Health. There were no reported issues related to the Food Service License for Savory and Sweet Escape in 2018.

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
Chapter 140 § 2	Common Victualler (Cooking, Preparing and Serving food)	Savory and the Sweet Escape

IMPACT IF NOT APPROVED: The applicants will not be issued their Licenses to operate.

SUGGESTED ACTION: *MOTION TO approve the 2019 annual Common Victualler License for Savory and Sweet Escapes, upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. Renewal Application for 2019: Savory and Sweet Escapes

Number: 2019-041A

Fee \$75.00

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

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

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

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

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

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2019**

Date Issued: *December 7, 2018*

Seating: **38**



Truro Board of Health Agent

Number: 2019-041B

Fee \$50.00

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

Permit To Operate As A Food Caterer

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

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

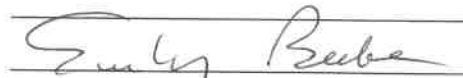
Whose place of business is : **316 Route 6**

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

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2019**

Date Issued: *December 7, 2018*


Truro Board of Health Agent

Number: 2019-041C

Fee \$10.00

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

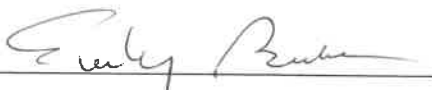
Frozen Desserts/Ice Cream Mix License

This is to Certify that **Diane Costa, mgr., d/b/a Savory and the Sweet Escape**
Address **316 Route 6**

IS HEREBY GRANTED A LICENSE
FOR THE MANUFACTURING OF
FROZEN DESSERTS AND/OR ICE CREAM MIX
Expiring December 31, 2019

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

Date *December 7, 2018*


Truro Board of Health Agent

Number: 2019-041D

Fee \$10.00

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

Bakery License

This is to Certify that

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

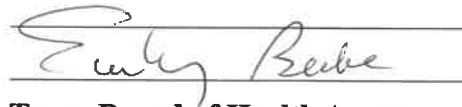
IS HEREBY GRANTED A LICENSE

For

a bakery

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires **December 31, 2019** unless sooner suspended or revoked.

Date *December 10, 2018*



Truro Board of Health Agent

2019-041

PAID
selectmen's office

RCVD 2018NOV27 PM6:06
ADMINISTRATIVE OFFICE
TOWN OF TRURO



**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: abeebe@truro-ma.gov or adavis@truro-ma.gov

HEALTH DEPARTMENT
TOWN OF TRURO

APPLICATION FOR FOOD SERVICE - COMMON VICTUALER

NOV 28 2018

RECEIVED BY:

New Renewal

Section 1 - License Type

Type of License: Food Service Common Victualer

Type of Food Service Establishment:

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

Section 2 - Business/Owner/Manger Information

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

Business Name: DAVID & The Sweet Escape

Owner Name: Diane & Bill Costa Email Address: [REDACTED]

Mailing Address: B13690

Phone No: 508-487-7225

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

Name: Diane or Bill Costa Email Address: [REDACTED]

Mailing Address: PO Box 690 Truro MA 02666

Phone No: [REDACTED] 24 Hour Emergency: [REDACTED]
487-2225

Section 3 - Business Operation Details

Number of Seats: Inside: 38 Outside: Varies Number of Employees: 15+

Length of Permit: Annual Seasonal Operation

Hours of Operation: 6 AM To 9 PM

Days Closed Excluding Holidays: 0

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

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

Diane Costa Lacey Vail

Allergen Awareness Certification (attach copy):

Diane Costa Lacey Vail

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: D B Costa Date: Nov 27, 2018

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 _____

Integrity Total Service, LLC

P.O. Box 974 | Forestdale, MA. 02644
508-309-9180 | info@integrity-clean.com | www.Integrity-Clean.com

RECIPIENT:

Savory

316 Route 6
Truro, MA 02666

SERVICE ADDRESS:

316 Route 6
Truro, MA 02666

Invoice #26226

Issued 10/30/2018

Due 11/29/2018

Main Contact Bill

Total \$600.00

For Services Rendered

SERVICE	PRODUCT	DESCRIPTION	QTY.	UNIT COST	TOTAL
10/30/2018					
Exhaust Clean		Clean entire kitchen grease exhaust system. 1 Fan 2 Ducts 1 Hood (14 foot) All Filters All work performed to NFPA 96 code standards	1	\$450.00	\$450.00*
Deep Clean		Clean wall and floor of cooking line. Clean equipment as instructed.	1	\$150.00	\$150.00*

pd cm 474

* Non-taxable

Thank you for your business!
Integrity Total Service has been committed year after year to keeping our costs down and passing them on to our clients. Unfortunately fixed expenses and overall liability in this industry are forcing us to adjust our rates for 2017. Consequently, this Invoice may include such an increase. Please contact us if you have any questions.

Total \$600.00

Account balance \$600.00



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

RCUD 2018NOV28 AM9:02
ADMINISTRATIVE OFFICE
TOWN OF TRURO

BUSINESS NAME: SAVONY + The Sweet Escape

OWNER/MANAGER: Diane B Costa

ADDRESS: 316 Route 6 Truro MA 02666

PHONE #: 508-487-2225 NUMBER OF UNITS: 1

CONTACT PERSON: Diane or Bill Costa

ADDRESS: P.O. Box 690 Truro MA 02666

TESTING COMPANY: Gerald J Costa Jr

TESTING ELECTRICIAN/TECHNICIAN: _____

COMPANY PHONE #: 774-353-8809 HOME PHONE #: 774-353-8809

LICENSE #: E-50385

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

COMMENTS: Heat + smoke Detectors

DATE OF CERTIFICATION: 11/27/18 BY: _____

Signature of Licensed Electrician

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

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: DIANE COSTA

Certificate Number: 3170341

Date of Completion: 11/27/2017

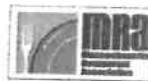
Date of Expiration: 11/27/2022



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

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

Issued By:



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

**NATIONAL
RESTAURANT
ASSOCIATION**
800.765.2122
www.restaurant.org



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: SAVORY + the Sweet ESCAPE

Address: _____

City/State/Zip: _____ Phone #: _____

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: HARTFORD Casualty Ins Co

Insurer's Address: ADP / 1 ADP BLVD / ROSELAND NJ 07068

City/State/Zip: _____

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 4/9/2019

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: Nov 27 - 2018

Phone #: _____

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____



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 November 14, 2018

Request is coming from the Selectmen's Office

Owner's Name Billy Costa

Business Name Savory & the Sweet Escape

Business Address 316 Route 6

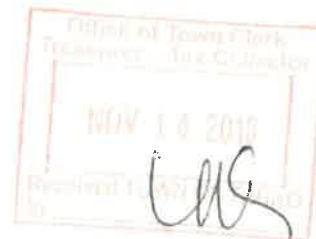
Map and Parcel 42-274

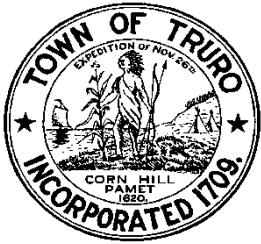
Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.

All paid through FY18.

Molly Stevens
Tax Collector's Signature

11/15/18
Date





TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration/Licensing

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: December 18, 2018

ITEM: Review and Approval of the 2018 ABCC (Alcoholic Beverages Control Commission) Annual Report

EXPLANATION: In accordance with Chapter 138 § 10A of the Massachusetts General Laws, every city and town in the Commonwealth that issues retail alcohol licenses must submit an Annual Report for Alcoholic Beverage Licenses issued from their respective towns including the total numbers of licenses, fees, revenue generated and notice of any violations.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will be no report submitted from Truro, in accordance with MGL, the report must be submitted to the State prior to the February 15th, 2019.

SUGGESTED ACTION: *MOTION TO approve the 2018 Annual Alcoholic Beverages Control Commission report for submission to the State.*

ATTACHMENTS:

1. 2018 Notice from ABCC
2. 2018 Annual ABCC Report from Truro



*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, Massachusetts 02114
Tel. (617) 727-3040
Fax: (617) 727-1510*

Jean M. Lorizio, Esq.
Chairman

To: Town Administrator/Local Licensing Authority
From: Alcoholic Beverages Control Commission
Date: December 1, 2018

RE: ANNUAL REPORT for Calendar Year 2018

Dear Town Administrator/Local Licensing Authority:

I would like to offer a reminder to you that your annual report to the Alcoholic Beverages Control Commission ("ABCC").

As you know, state law requires each local licensing authority to file with the ABCC an annual report on or before February 15th that follows the conclusion of the calendar/license year. The contents of this report are specified in the state law, M.G.L. Ch. 138 §10A, which requires you to file this report.

Your annual report must contain only the following:

1. The **number of licensees** of each class granted;
2. The **established schedule of fees** for all classes of licenses;
3. The **revenue generated** from these licenses;
4. A **list of all violations** of the law by licensees, which came to your attention; and,
5. Your **actions and findings** regarding those violations.

The ABCC reviews these reports to assist in fulfilling its function of reporting on the conduct and condition of traffic in alcoholic beverages during the calendar year, developing recommendations for legislation that may be necessary or desirable for the better regulation and control of the traffic in alcoholic beverages and for the promotion of temperance in the use of alcoholic beverages.

To this end, your attention and cooperation in filing your annual reports on time is greatly appreciated. **Reports should be received on or before February 15, 2019. If you do not file your report, you will not be in compliance with the law.**

Respectfully yours,

Ralph Sacramone
Executive Director

**Please note you may submit your report by email to: phathaway@tre.state.ma.us; by facsimile to 617-727-1510; or by mail to the Alcoholic Beverages Control Commission, 239 Causeway Street – 1st floor, Boston, MA 02114, to the attention of Patricia Hathaway.*



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

Email: ntudor@truro-ma.gov & nscoullar@truro-ma.gov

December 11, 2018

The Alcoholic Beverage Control Commission
 ATT: Ryan Melville
 Licensing Supervisor
 239 Causeway Street, 1st Floor
 Boston, MA 02114

In accordance with Chapter 138 § 10A of the Massachusetts General Laws, we submit our 2019 Annual Report for Alcoholic Beverage Licenses issued in the Town of Truro:

Annual Report for 2018

Class of Licenses	Number Issued	Fee set	Revenue Collected
All Alcoholic Beverages - Restaurants			
Annual - <i>Montano's Rest.</i>	1	\$1,650.00	\$1,650.00
Seasonal - <i>Blackfish, Highland Light Café, Terra Luna, Top Mast Café, Whitman House</i>	5	\$1,650.00	\$8,250.00
All Alcoholic Beverages - Package Stores			
Annual - <i>Salty Market, Pamet Valley</i>	2	\$1,650.00	\$3,300.00
Seasonal - <i>Fullers</i>	1	\$1,650.00	\$1,650.00
All Alcoholic Beverages – General on Premises			
Annual	0	\$1,650.00	\$0.00
Seasonal - <i>Beach Point and Health Swim Club</i>	1	\$1,650.00	\$1650.00
Wine & Malt – General on Premises			
Annual	0	\$1,350.00	\$0.00
Seasonal - <i>Payomet</i>	1	\$1,350.00	\$1,350.00
Wine & Malt - Restaurants			
Annual	0	\$1,350.00	\$0.00
Seasonal - <i>Captain's Choice</i>	1	\$1,350.00	\$1,350.00
Wine & Malt - Package Stores			
Annual	0	\$1,350.00	\$0.00
Seasonal - <i>Jams</i>	1	\$1,350.00	\$1,350.00

Class of Licenses	Number Issued	Fee set	Revenue Collected
Club	0	\$200.00	\$0.00
Farm Winery Pouring License	1	\$200.00	\$200.00
Farm Distillery Pouring License	1	\$400.00	\$400.00
Special (One Day) All Alcoholic Beverages:	4	\$75.00	\$300.00*
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
Special (One Day) Wine and Malt:	19	\$50.00	\$950.00*
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
Special (One Day) Wine Only:	0	\$50.00	\$0.00
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
Farmers' Market License	0	\$25.00	\$0.00
Total Revenue			<u>\$22,400.00</u>

There were no violations in 2018.

Robert Weinstein, Chair

Maureen Burgess, Vice-Chair

Jan Worthington, Clerk

Kristen Reed

Paul Wisotzky

Board of Selectmen/Local Licensing Authorities
Town of Truro



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: December 18, 2018

ITEM: Approval of reappointment of Brian Boyle to the Energy Committee.

EXPLANATION: Brian Boyle has applied to continue to serve on the Energy Committee as the Chair. The paperwork is complete.

FINANCIAL SOURCE (IF APPLICABLE): n/a

IMPACT IF NOT APPROVED: The applicant will be unable to serve on the Energy Committee.

SUGGESTED ACTION: *Motion to approve Brian Boyle to serve on the Energy Committee for a three-year term which will expire June 30, 2021.*

ATTACHMENTS:

1. Application to Serve-Brian Boyle



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: Brian E. Boyle HOME TELEPHONE: [REDACTED]

ADDRESS: 11 Toms Hill Path WORK PHONE: [REDACTED]

MAILING ADDRESS: PO Box 786 Truro MA 02666 E-MAIL: [REDACTED]

FAX: 617-249-1966 MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: _____

Energy Committee

SPECIAL QUALIFICATIONS OR INTEREST: _____

Chair of Energy Committee, familiar with all energy aspects of the Town

COMMENTS: _____

RCVD 2018DEC12 PM1:12

ADMINISTRATIVE OFFICE

TOWN OF TRURO

SIGNATURE: [Signature] DATE: 12/12/2018

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

SIGNATURE: _____ DATE: _____

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

DRAFT

**Truro Board of Selectmen &
Provincetown Select Board Joint Meeting
Tuesday, November 27, 2018
Provincetown Town Hall**

Truro Selectmen Present: Chair Robert Weinstein; Maureen Burgess, Kristen Reed, Paul Wisotzky, Janet Worthington

Provincetown Select Board Present: Chair Thomas Donegan; Cheryl Andrews, Robert Anthony, Lise King, Louise Venden

Present: Truro Town Manager Rae Ann Palmer; Provincetown Town Manager David Panagore; Truro Assistant Town Manager David Gardner; Truro Assistant Town Manager Kelly Sullivan-Clark; Richard Brady, President of Matrix Consulting Group; Provincetown Recording Secretary Linda Fiorella

Provincetown Chair Thomas Donegan opened the Provincetown Select Board meeting at 2:00 p.m., and Truro Chair Robert Weinstein opened the Board of Selectmen meeting.

Matrix Shared Services Presentation

Truro Town Manager Rae Ann Palmer gave background information on how the shared services study had originated. She introduced Richard Brady, President of Matrix Consulting Group, who had prepared the report: *Opportunities for Sharing in the Delivery of Municipal Services: Provincetown and Truro, Massachusetts*. Mr. Brady discussed the concept of shared services through a slide presentation, highlighting advantages, a variety of types of sharing, Cape towns' cooperation, feasibility, impacts on infrastructure, and financial benefits. He explained the methodology of collecting information from staff, learning differences, compilation of services offered, and review of material with the Town Managers. He listed the types of resource sharing and discussed regional mergers of departments. Mr. Brady said the two Towns already share some services. He shared responses from survey takers, including staff, that support service sharing. Mr. Brady broke down short term opportunities, which included Administration, IT, Building permitting, Harbormaster, Public Safety, and Recreation programs and equipment. Longer term opportunities included buildings, IT on a larger scale, and Public Works. He concluded with the study's insights on receptivity, approaches, successes, and opportunities.

Discussion

Richard Brady answered questions from members of both Boards. He said Public Safety is a good example of shared services. He explained why dispatchers had been separated from the Police since dispatchers deal with different protocols in emergency situations. Employee union rates, liability issues and the volunteer staff all come into play in a consolidation of Police or Assessors. Mr. Brady noted that emergency communications and response of Police and Fire are already successful regional effort. He said law enforcement becomes more efficient by

providing even more regional services. Lise King asked some particular questions regarding attrition of citizens and coastal communities' concern about climate change. Richard Brady said the demographics had been included in the report and the services that would be needed in the future. He said there was nothing on climate change.

Methodology

Around 600 people had responded to the survey, but Mr. Brady did not have a firm figure of staff participants. He dealt with the low number of Provincetown respondents, both staff and citizens, explaining that the survey provides different perspectives; a greater response would require a fuller and more expensive survey. Both Towns made use of Survey Monkey, but Truro had sent additional post cards. Ms. Palmer explained how the post card had been included with other information. Town Manager David Panagore expanded upon response numbers. He said it was about exploring attitudes. Conversations about sharing are a starting point that could lead to informed sharing in the future.

Other opportunities for sharing

Based on the success of Police and Fire sharing, the Town Managers and both Boards explored areas that could benefit from sharing. Cheryl Andrews related a Provincetown situation when they had no Health Agent. Rae Ann Palmer explained that Truro has used County Health Agents. She enumerated on situations when Provincetown has shared with Truro. Opportunities exist in policy for coastal resilience, greater sharing in transportation, water resources, an HR person, Recreation, Public Works, and Library. Besides technical changes in sharing, adaptive changes of values make sense for economic and environmental reasons. This will ensure being able to stay here and see that future generations can remain here.

Next Steps

Rae Ann Palmer described a 5-town regional group that she had experience with. The group met quarterly to discuss policy, operational sharing, equipment sharing, and regional staffing. Employees will recognize the advantages of sharing, she and Richard Brady said. There was interest in forming a group including the towns from Eastham to Provincetown to plan possible regional shared services. The four towns have already signed a shared services agreement. The group would consist of the Town Managers and two representatives from each Select Board. Desired goals, operational areas, policy, sustainability, and many other issues could be addressed on a quarterly basis. David Panagore said he would place this on agenda for the next Provincetown Select Board meeting. Chair Robert Weinstein said it would be on the agenda for the next Truro Board of Selectmen meeting.

Adjournment

Paul Wisotzky moved to adjourn the Truro Board of Selectmen's meeting. Kristen Reed seconded, and the motion carried 5-0.

Provincetown Chair Thomas Donegan called for adjournment. Everyone said *aye*, and the meeting was adjourned at 2:51 p.m.

Respectfully submitted,

Mary Rogers

Robert Weinstein, Chair

Maureen Burgess, Vice-chair

Kristen Reed

Paul Wisotzky

Janet Worthington, Clerk

Public Records material for the meeting of 11/27/18

Matrix report: *Opportunities for Sharing in the Delivery of Municipal Services*