



Truro Board of Selectmen Meeting

Tuesday, February 26, 2019

Regular Meeting-5:00pm

Truro Town Hall - 24 Town Hall Road

AMENDED

1. PUBLIC COMMENT

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

2. PUBLIC HEARINGS

- A. Eversource Conduit/Cable petition for electrical services at 123 Shore Road.
- B. Continued Public Hearing-New Seasonal On-Premises Pouring Wine and Malt with Cordials/Liquors and Common Victualer Licenses-Ave D. Rosenthal, Avenue D. Inc. dba Avenue D, 14 Truro Center Rd, Unit D, Truro

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Review and Approve Appointment of Robert White-Conservation Commission

4. TABLED ITEMS

- A. Amendment to Accessory Dwelling Unit Bylaw

5. BOARD OF SELECTMEN ACTION

- A. Update on FY19 Board of Selectmen Goals and Objectives
Presenter: Rae Ann Palmer, Town Manager
- B. Vote on the Truro Police Employee's Federation Contract
Presenter: Rae Ann Palmer, Town Manager
- C. Preliminary Warrant Article List
Presenter: Rae Ann Palmer, Town Manager
- D. Review and Approve 2019 Rental Registration Application Fee
Presenter: Rae Ann Palmer, Town Manager
- E. Referral of Accessory Dwelling Unit Bylaw Petitioned Article to Warrant
Presenter: Rae Ann Palmer, Town Manager
- F. Referral of Amendment to Zoning Bylaw §30.8, Special Permits Petitioned Article to Warrant
Presenter: Rae Ann Palmer, Town Manager

6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 1. Event Notification form for Permit for Organized Bike & Road Race; 35th Annual Cape Cod Getaway MS Bike Ride
 2. Event Notification form for Permit for Organized Bike & Road Race; 35th Annual Autumn Escape Bicycle Trek, American Lung Association
 3. Water Service Application for 402 Shore Road; Kevin Shea
- B. Review and Accept Dalton Conservation Restriction 4 Pond Village Avenue
- C. Review and Authorize Town Manager to sign Change Orders
- D. Review and Approve Board of Selectmen Minutes: February 4, 2019 Budget Task Force, February 12, 2019

7. SELECTMEN REPORTS AND TOWN MANAGER REPORT

8. SELECTMEN COMMENTS

9. NEXT MEETING AGENDA: March 12, and March 19



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: February 26, 2019

ITEM: Public Hearing on a Petition from Eversource Energy

EXPLANATION: Eversource Energy has sent a petition to install approximately 35 feet of conduit/cable on Shore Road. This is necessary to provide electric service to the customer at 123 Shore Road.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will not be electric service at the location of 123 Shore Road.

SUGGESTED ACTION: *MOTION TO approve the petition by Eversource Energy to install 35 feet of conduit/cable on Shore Road.*

ATTACHMENTS:

1. Petition by Eversource Energy
2. Work Order by Eversource Energy
3. Plan # 2311811 showing proposed conduit/cable install location.
4. Stamped and Published Eversource Public Hearing Notice



484 Willow Street
W. Yarmouth, MA 02673

PAID
CHK # 1298
\$ 10 Filing Fee
\$ 75 PH JRCV 1/25/19

January 22, 2019

Board of Selectmen
Town of Truro
Box 2030
24 Town Hall Road
Truro, MA 02666

Dear Board Members:

Enclosed is a petition to install approximately 35 feet of conduit/cable on side of road in Shore Road, Truro.

This proposed location (s) is necessary to provide electric service to customers @ 123 Shore Road. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval.

Warm Regards,

A handwritten signature in black ink, appearing to be "J. Elder", written in a cursive style.

Jessica Elder
Right of Way Agent
NSTAR Electric d/b/a **EVERSOURCE ENERGY**

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#02311811**

Barnstable, Massachusetts

January 22, 2019

To the Board of Selectmen for the Town of Truro, Massachusetts.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

Shore Road, Truro

To install 35'+/- of conduit and cable on side of road

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 2311811 Dated December 11, 2018.

**NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY**

By _____


**Right of Way Agent
Jessica S. Elder**

We hereby certify that on _____ 2019, at _____ o'clock,
_____ M. at _____ a public hearing was held on the
petition of the

NSTAR ELECTRIC COMPANY for permission to install and maintain the underground cables, conduits, manholes and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to install underground cables, conduits, manholes and fixtures under said order. And that thereupon said order was duly adopted.

**Selectmen of the Town of
Truro, Massachusetts**

CERTIFICATE

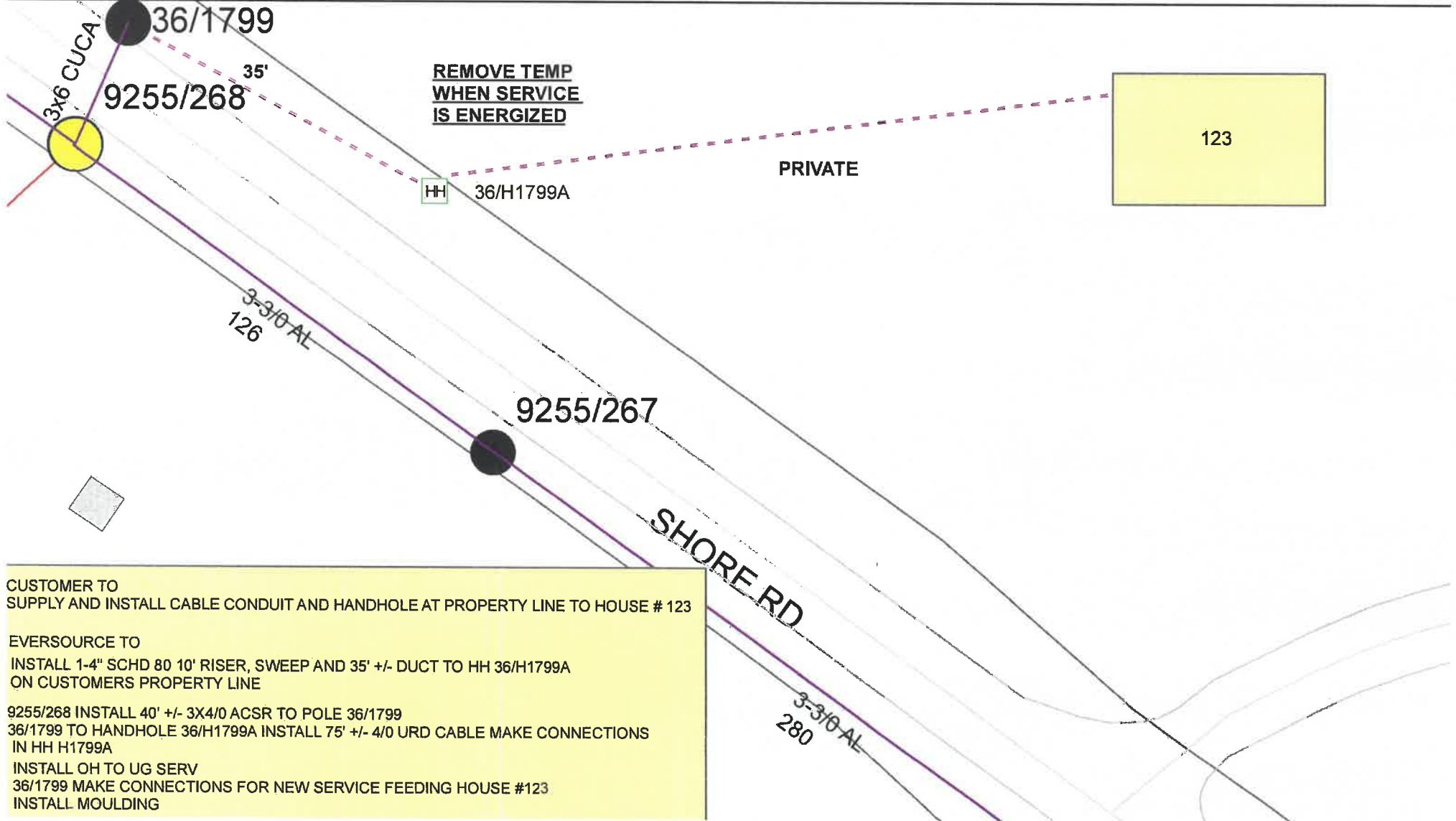
I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Truro, Massachusetts, on the _____ day of _____ 2019, and recorded with the records of location orders of said Town,
Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk.

Service Address: 123 SHORE RD.	City: TRURO	Page Number: 1 of 1 Pages	Auth. No.	Work Order Number: 2311811
Customer's Name/Title: CORINA RUSSE	Prepared by: CHRIS MURPHY		Date: 12.11.18	
Customer Representative: TED HOOKERS	NEW UNDERGROUND SERVICE		Circuit Number: 4-96-674	
Electrician: SHAWN RICARD			TLM: 460255	
Service Size: 200 AMP			Secondary Sheet Number:	



CUSTOMER TO SUPPLY AND INSTALL CABLE CONDUIT AND HANDHOLE AT PROPERTY LINE TO HOUSE # 123

EVERSOURCE TO INSTALL 1-4" SCHD 80 10' RISER, SWEEP AND 35' +/- DUCT TO HH 36/H1799A ON CUSTOMERS PROPERTY LINE

9255/268 INSTALL 40' +/- 3X4/0 ACSR TO POLE 36/1799

36/1799 TO HANDHOLE 36/H1799A INSTALL 75' +/- 4/0 URD CABLE MAKE CONNECTIONS IN HH H1799A

INSTALL OH TO UG SERV

36/1799 MAKE CONNECTIONS FOR NEW SERVICE FEEDING HOUSE #123

INSTALL MOULDING



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

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

TOWN OF TRURO
PUBLIC HEARING
EVERSOURCE CONDUIT/CABLE

The Truro Board of Selectmen will conduct a public hearing on a petition from Eversource Energy to install 35 feet of conduit/cable for electrical services at 123 Shore Road. Said hearing will be held on **Tuesday, February 26, 2019 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro.

Robert Weinstein, Chairman
Board of Selectmen
Town of Truro

Office of Town Clerk Treasurer – Tax Collector
JAN 28 2019 12:35pm
Received TOWN OF TRURO By _____

J



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of Ave D. Rosenthal, of Avenue D. Inc.

REQUESTED MEETING DATE: February 26, 2019

ITEM: Continued Public Hearing for New Seasonal Pouring Wine and Malt with Cordials and Liquors and Common Victualer (food) Licenses Avenue D Inc., dba Avenue D, 14 Truro Center Road, Unit D

EXPLANATION: Ave D. Rosenthal, 34 Sandpiper Rd, Truro has submitted an Alcoholic Beverages Control Commission (ABCC) application and a new food service application for review with the Local Licensing Authorities (per MGL Ch. 138 §12 (restaurant) and Ch. 140 §2). The application is for a new seasonal pouring wine and malt with cordials and liquors license and a Common Victualer (food) license for Ave D. Rosenthal, Owner and Manager of Avenue D Inc., dba Avenue D, located at 14 Truro Center Rd, Unit D. **Town Counsel has informed staff that the Town must accept Massachusetts General Law Chapter 138, §12 to allow for the issuance of a cordials and liquors license. Research indicates that the Town accepted the Acts 1933 Chapter 120 (Section 4) which authorizes the issuance of wine and malt. The Board, therefore, can only issue a wine and malt license.**

Avenue D will be a seasonal wine bar and bistro business operating seven days a week from the hours of 4pm to 10pm with a proposed opening date of April 30. The total square footage is 1130 which includes the back-deck area for seating, with an occupancy total of 20 people.

All required new license application documentation has been submitted which includes: Food Service Business Application, New Retail License Application, Business Structure Documents, CORI authorization form, Manager Application, Proof of Citizenship, Vote of the Corporate Board, Supporting Financial Records, Legal Right Occupancy, Floor Plan, Abutters Notification, Monetary Transmittal Form, and Proof of Fee Payment.

The Board of Health reviewed the food service license at a hearing held February 5th. The Food Service license once issued, will be followed by a pre-operational food service inspection. A Certificate of Inspection will be required with proof of Liquor Liability Insurance. There are currently 8 seasonal pouring licenses in Truro, once approved this will be the 9th.

If the request is approved the (ABCC) application will be mailed to the State for final approval. The ABCC will then notify the Town of the approval or the Licensing Department will be contacted with a request for additional information from the applicant. If the request is denied, the applicant/owner/manager will be notified in writing of the decision via “certified mail return receipt requested” allowing the applicant/owner/manager 5 days to appeal to the Alcoholic Beverages Control Commission. The public hearing can also be continued to a date and time certain if a decision is not rendered on the 12th.

Both the alcohol and common victualer licenses will only be approved for renewal, upon compliance with all regulations and receipt of the necessary fees.

*MGL 138 §1 Liquor and Cordial, all alcoholic beverages manufactured or produced by mixing or redistilling neutral spirits, brandy, gin, or other distilled spirits with or over fruits, flowers, plants or pure juices therefrom, or other natural flavoring materials, or with extracts derived from infusions, percolations, or maceration of such materials and containing no less than two and one-half percent sugar by weight.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There would need to be Statement of Reason of the Denial and the Applicant can appeal to ABCC.

SUGGESTED ACTION: *MOTION TO approve the ABCC Licensing Authority Certification form for a New Seasonal Pouring Wine and Malt Common Victualer License and a New Common Victualer License for Ave D. Rosenthal, Manager and Owner of Avenue D Inc., dba Avenue D located at 14 Truro Center Rd Unit D, Truro for submission to the Alcoholic Beverages Control Commission.*

ATTACHMENTS:

1. Public Hearing Notices
2. Chief of Police Approval
3. LLA Authority Certification
4. Abutter’s List
5. Menu
6. Food Service Application and Approved Food Service License
7. CONFIDENTIAL (ABCC) Application for New Alcohol License



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

TOWN OF TRURO PUBLIC HEARING

NEW SEASONAL ON-PREMISES WINE AND MALT BEVERAGES WITH CORDIALS/LIQUORS LICENSE

The Truro Board of Selectmen will hold a Public Hearing on **Tuesday, February 12, 2019 at 5:00p.m.** on an application received from Ave D. Rosenthal, Manager/Owner of Avenue D Inc. dba Avenue D, 14 Truro Center Rd, Unit D, Truro, for a New Seasonal On Premises Wine and Malt Beverages with Cordials/Liquors License under MGL Chapter 138 §12 (Restaurant). The hearing will take place at Truro Town Hall, 24 Town Hall Road, Truro, MA, 02666. Comments from the public will be heard and all interested parties are urged to attend.

Robert Weinstein, Chairman
Board of Selectmen



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

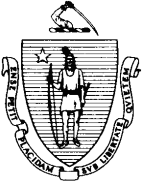
Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

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

TOWN OF TRURO
PUBLIC HEARING
**NEW BUSINESS LICENSE
COMMON VICTUALER**

The Truro Board of Selectmen will hold a public hearing on **Tuesday, February 12, 2019 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro, on an application for a new Common Victualer (food) license received from Ave D. Rosenthal, Manager/Owner, Avenue D Inc. d/b/a, Avenue D for 14 Truro Center Rd Unit D, Truro, MA. Comments from the public will be heard, and all interested parties are urged to attend.

Robert Weinstein, Chairman
Board of Selectmen



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
LICENSING AUTHORITY CERTIFICATION

Agenda Item: 2B3

For Reconsideration

Truro

City /Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee DBA

Street Address

Manager

Granted under Special Legislation? Yes No

If Yes, Chapter

of the Acts of (year)

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes No Date Published Publication

Abutters Notified: Yes No Date of Notice

Date APPROVED by LLA Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
 Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

Agenda Item: 2B3

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Truro

ABCC License Number

City /Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- Transaction type options: New License, Change of Location, Change of Class, Change Corporate Structure, Transfer of License, Alteration of Licensed Premises, Change of License Type, Pledge of Collateral, Change of Manager, Change Corporate Name, Change of Category, Management/Operating Agreement, Change of Officers/Directors/LLC Managers, Change of Ownership Interest, Issuance/Transfer of Stock/New Stockholder, Change of Hours, Other, Change of DBA.

APPLICANT INFORMATION

Form fields for Applicant Information: Name of Licensee (Avenue D. Inc.), DBA (Avenue D), Street Address (14 Truro Center Road Unit D), Manager (Ave D. Rosenthal), License Type (\$12 Restaurant), Class (Seasonal), Category (Wines and Malt Beverages), and Special Legislation status.

DESCRIPTION OF PREMISES Complete description of the licensed premises

One floor, with three rooms, an outdoor deck area. The main room, prep area and bathroom are 695 sq feet. The outdoor deck space is 435 square foot for a total of 1130 sq feet. The bar will have banquette seating for approximately 9 to 10 people.

LOCAL LICENSING AUTHORITY INFORMATION

Form fields for Local Licensing Authority Information: Application filed with the LLA (Date: 01/22/2019, Time: 2:20PM), Advertised (Yes/No), Date Published (1/31/2018, 2/7/2018), Publication (Provincetown Banner), Abutters Notified (Yes/No), Date of Notice (1/25/2019), Date APPROVED by LLA (02/26/2019), and Decision of the LLA (Approves this Application with modification(s)).

Additional remarks or conditions (E.g. Days and hours)

Empty box for additional remarks or conditions.

For Transfers ONLY:

Form fields for Transfers ONLY: Seller License Number and Seller Name.

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Four horizontal lines for signature of Local Licensing Authorities.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

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

To: Police Chief, Jamie Calise, Truro Police Department
 From: Nicole Tudor, Executive Assistant
 Date: February 1, 2019
 Re: **Application for a New Seasonal Wine & Malt, with Cordial & Liquor Pouring License for Avenue D, Inc. dba Avenue D, Located at 14 Truro Center Road, Unit D, Truro, MA 02666**

The Office of the Board of Selectmen is in receipt of an ABCC (Alcoholic Beverages Control Commission) application from, Ave D. Rosenthal Manager/Owner of Avenue D, Inc.

Avenue D Inc. is requesting a New Seasonal Wine & Malt, with Cordial and Liquor Pouring License (per MGL Chapter 138 § 12) to be located at 14 Truro Center Rd, Unit D.

Included please find the accompanying ABCC application as submitted by the applicant that will be provided to the Alcoholic Beverages Control Commission once the Board of Selectmen/Local Licensing Authority review and approve the application at a duly held public hearing on February 12, 2019.

Please kindly review for purposes of approval with the Local Licensing Authority (BoS) this request for a New Seasonal Wine & Malt, with Cordial & Liquor Pouring License to ensure that the safety and well-being of the public will be protected.

Please provide any comments below:

POLICE DEPARTMENT
REVIEW & APPROVAL

Signature: 
 Police Chief, Jamie Calise

Date: 2/4/19



TOWN OF TRURO
ASSESSORS OFFICE



CERTIFIED ABUTTERS LIST
REQUEST FORM

DATE: 1/16/19

NAME OF APPLICANT: Avenue d Inc / Avé D Rosenthal

NAME OF AGENT (if any): _____

MAIL ADDRESS: PO Box 673 Truro, MA 02666

PHONE: HOME _____

WORK _____

CELL [REDACTED]

FAX _____

PROPERTY LOCATION: 14D Truro Center Rd.
(street address)

PROPERTY IDENTIFICATION NUMBER: _____ MAP 50 PARCEL 155.5

ABUTTERS NEEDED FOR:

(Please check one)

FEE

FEE:

- Board of Health \$10.00
- Cape Cod Comm. \$15.00
- Conservation Comm. \$10.00
- Zoning Bd. Of Appeals \$15.00
- Licensing \$15.00

- Planning Board
- Special Permit \$15.00
- Site Plan \$15.00
- Preliminary Subdivision \$15.00
- Definitive Subdivision \$15.00

Other _____

(Please Specify)

\$ _____
(Inquire)

Note: We have up to 10 calendar days to process your order.

THIS SECTION FOR ASSESSORS OFFICE USE ONLY

Date request received by Assessors: 1/16/19 Date completed: 1/16/19

List completed by: Laura Geij

Revised 3/3/14

PD
chk #
1021

LG 1/16/19



TRURO ASSESSORS OFFICE
PO Box 2012 Truro, MA 02666
Telephone: (508) 214-0921
Fax: (508) 349-5506

Date: January 16, 2019

To: Ave' D. Rosenthal

From: Assessors Department

Certified abutters list variance application for: Map 50 Parcel 155.5

Attached is a list of abutters for the property located at 14D Truro Center Road. The current owners is Atlantis Inc.

The names and addresses of the abutters are as of January 11, 2019 according to the most recent documents received from the Barnstable County Registry of Deeds.

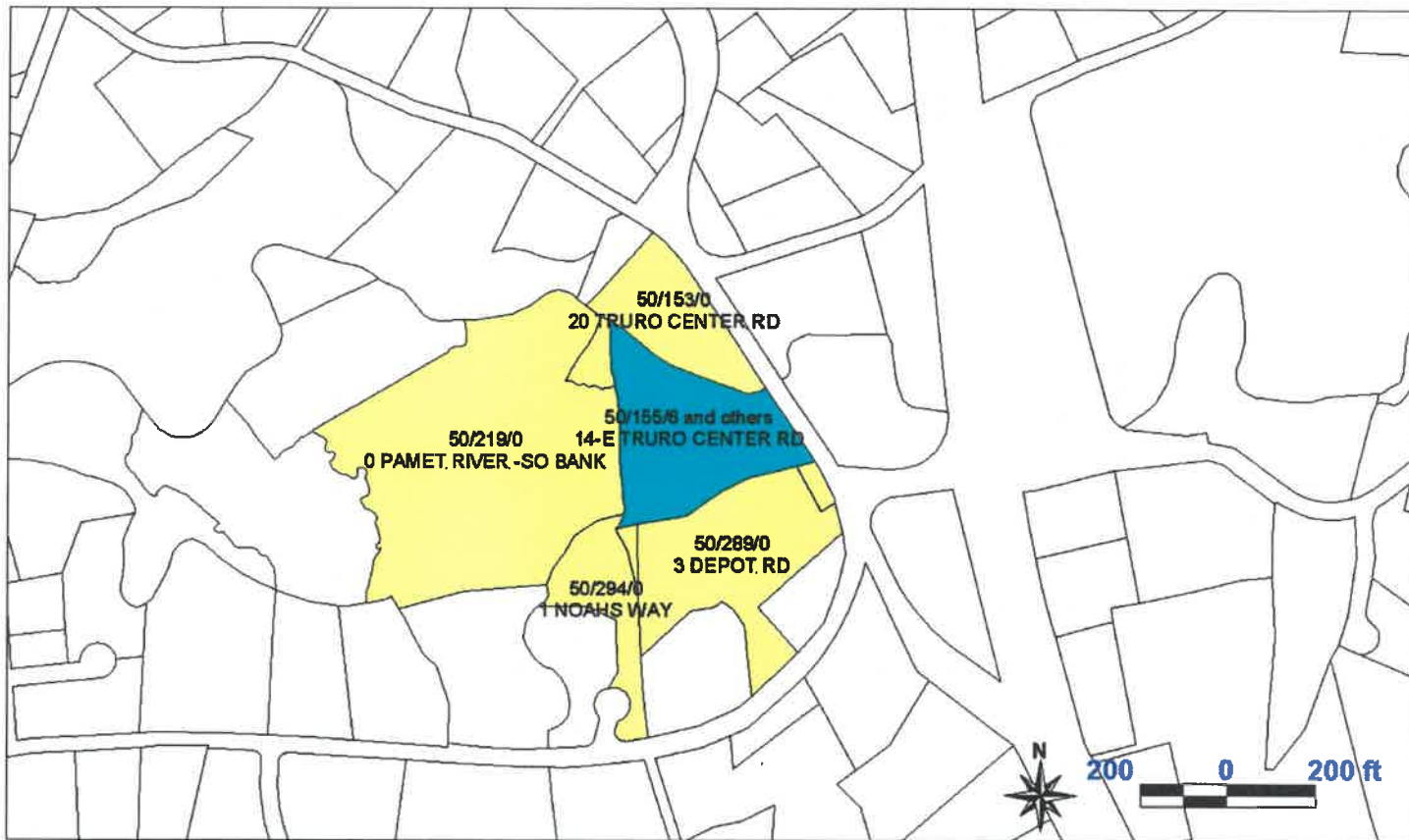
Certified by: _____

Laura Geiges
Assistant Assessor

LG 1/16/19

TOWN OF TRURO, MA
 BOARD OF ASSESSORS
 P.O. BOX 2012, TRURO MA 02666

Custom Abutters List



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
2932	50-153-0-E	TOWN OF TRURO	20 TRURO CENTER RD	PO BOX 2030	TRURO	MA	02666-2030
2934	50-155-0-E	TRURO CENTER CONDO TRUST	14 TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
7269	50-155-1-R	PAMET RIVER ENTERPRISES LLC DAWN & SEBASTIAN SNOW	14 TRURO CENTER RD	45 CHASKE AVE	AUBURNDALE	MA	02466
7270	50-155-2-R	ATLANTIS INC	14-A TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
7271	50-155-3-R	PAMET RIVER ENTERPRISES LLC DAWN & SEBASTIAN SNOW	14-B TRURO CENTER RD	45 CHASKE AVE	AUBURNDALE	MA	02466
7272	50-155-4-R	ATLANTIS INC	14-C TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
7273	50-155-5-R	ATLANTIS INC	14-D TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
7274	50-155-6-R	ATLANTIS INC	14-E TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
7275	50-155-7-R	ATLANTIS INC	16 TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
2988	50-219-0-R	ATLANTIS INC	0 PAMET RIVER -SO BANK	PO BOX 673	TRURO	MA	02666-0673
2989	50-220-0-R	OWNER UNKNOWN	0 PAMET RIVER -SO BANK	N/A	TRURO	MA	99999
3044	50-280-0-R	DECKER BRUCE H 2003 REV TRUST TRS: DECKER BRUCE H	0 DEPOT RD	PO BOX 470	TRURO	MA	02666
5900	50-289-0-R	KURTZMAN SUSAN G	3 DEPOT RD	PO BOX 231	TRURO	MA	02666-0231
6663	50-294-0-R	DECKER BRUCE H 2003 REV TRUST TRS: DECKER BRUCE H	1 NOAHS WAY	PO BOX 470	TRURO	MA	02666
3064	51-17-0-R	R E D REALTY TRUST TRS DOWNEY STEVEN M	12 TRURO CENTER RD	12 BOSUNS LN	BUZZARDS BAY	MA	02532-3320

avenue d

wine bar @ bistro

Number of seats: 15 (six barstools, approximately 9-10 person banquette seating)

FOOD PREPARED:

Cheese and/or Charcuterie boards

Pre-packaged cheese, hard and soft
Cured meats (sopressata, Calabrese spicy salame, Napoli smoked salame, prosciutto, speck, chorizo, coppa etc)
Pre-packaged dips/spreads (humus, tapenade, bean puree etc)
Assorted marinated olives, cornichons
Roasted nuts
Fresh and dried fruits (figs, grapes, apples, lemons, limes, tomatoes, etc)
Assorted crackers
French bread
Condiments

Desserts

Italian cake, mousse, pastries, biscotti
French macaroons
Chocolates

EQUIPMENT

Prep-room

Sink
Steel prep table
Refrigerator
Freezer
Dishwasher
Small convection oven
Espresso maker
Coffee grinder
Assorted utensils (food prep knives, cutting boards, plates/bowls, dishes, silverware, storage containers)
Counters with under-counter storage
Above counter shelving
Polished concrete floor with floor mats

Bar area

Glass washer

Ice maker (small capacity)

Sink

Under-counter refrigeration

Polished concrete floor with mats

Assorted bar utensils (wine openers, bottle openers, tongs, knives)

Wine Station wine dispensers (2)

Bar stools (6)

Seating area

Banquette seating (approx 9 – 10 person), fabric seat and back

Tables (3) 16" H x 36" Diameter

Polished concrete floor

Deck area

15' x 30' wood deck with pergola

Rectangular fire table lightweight fiber concrete cast 50"Lx15.5"Hx32"W

Bathroom

Handicap accessible

Toilet, sink and counter

Submitted by:

Ave D Rosenthal, Pres.
Avenue D Inc.
14 D Truro Center Road
Truro, MA 02666

Number: 2019-072

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:

Ave D. Rosenthal, mgr., d/b/a. AVENUE D Inc.

Whose place of business is **14 Truro Center Rd**

Type of business and any restrictions **Wine Bar & Bistro**

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

Permit Expires: **December 31, 2019**

Date Issued:

*Approved by
Truro Bth @
Feb 5, 2019 PUBLIC
HEARING*



Emily Beebe, R.S.

Truro Board of Health Agent

FS#2019-072

HEALTH DEPARTMENT
TOWN OF TRURO

JAN 23 2019

RECEIVED BY:



**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

\$ PAID
Ch.#1062 1/23/19

APPLICATION FOR FOOD SERVICE - COMMON VICTUALER

New Renewal

Section 1 - License Type

Type of License: Food Service (\$75.00) Common Victualer (\$50.00)

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: Avenue D

Owner Name: Ave D Rosenthal Email Address: [REDACTED]

Mailing Address: PO Box 673, Truro, MA 02666

Phone No: [REDACTED] 14 Truro Center Rd Unit 1

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

Name: Ave D Rosenthal Email Address: avedenise@gmail.com

Mailing Address: PO Box 673, Truro, MA 02666

Phone No: [REDACTED] 24 Hour Emergency: [REDACTED]

Section 3 - Business Operation Details

Number of Seats: Inside: 15 Outside: _____ Number of Employees: 4

Length of Permit: Annual Seasonal Operation

Hours of Operation: 4:00 PM To 11:00 PM

Days Closed Excluding Holidays: none

If Seasonal: Approximate Dates of Operation: 05 /01 /19 To 10 /31 /19

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

Allergen Awareness Certification (attach copy):
Ave D Rosenthal

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: Ave D. Rosenthal Date: 01-22-2019

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 _____

avenue d

wine bar & bistro

Number of seats: 15 (six barstools, approximately 9-10 person banquet seating)

FOOD PREPARED:

Cheese and/or Charcuterie boards

Pre-packaged cheese, hard and soft
Cured meats (sopressata, Calabrese spicy salame, Napoli smoked salame, prosciutto, speck, chorizo, coppa etc)
Pre-packaged dips/spreads (humus, tapenade, bean puree etc)
Assorted marinated olives, cornichons
Roasted nuts
Fresh and dried fruits (figs, grapes, apples, lemons, limes, tomatoes, etc)
Assorted crackers
French bread (frozen, par-baked)
Condiments

Desserts

Italian cake, mousse, pastries, biscotti
French macaroons
Chocolates

Beverages

Wine
Craft beers, bottle
Cordials
Sparkling water, plain and flavored
Espresso
Coffee, Tea

avenue d

wine bar @ bistro

Number of seats: 15 (six barstools, approximately 9-10 person banquet seating)

FOOD PREPARED:

Cheese and/or Charcuterie boards

Pre-packaged cheese, hard and soft
Cured meats (sopressata, Calabrese spicy salame, Napoli smoked salame, prosciutto, speck, chorizo, coppa etc)
Pre-packaged dips/spreads (hummus, tapenade, bean puree etc)
Assorted marinated olives, cornichons
Roasted nuts
Fresh and dried fruits (figs, grapes, apples, lemons, limes, tomatoes, etc)
Assorted crackers
French bread (frozen, par baked product)
Condiments

Desserts

Italian cake, mousse, pastries, biscotti
French macaroons
Chocolates

EQUIPMENT

Prep-room

1. Sink
 2. Hand wash sink
 3. Steel prep table
 4. Refrigerator
 5. Freezer
 6. Dishwasher
- Small convection oven
Espresso maker
Coffee grinder
Assorted utensils (food prep knives, cutting boards, plates/bowls, dishes, silverware, storage containers)
Corian counters with under-counter storage
Above counter shelving
Polished concrete sealed floor with tile coping and floor mats
Recessed lighting
Drywall/paint ceiling
- II. UTILITY/MOP SINK

HEALTH DEPARTMENT
TOWN OF TRURO

JAN 30 2019

RECEIVED BY:

Bar area

7. Glass washer
 8. Ice maker (small capacity)
 9. Sink
 10. Under-counter refrigeration
- Polished concrete sealed floor with tile coping and floor mats
Assorted bar utensils (wine openers, bottle openers, tongs, knives)
Wine Station wine dispensers (2)
Bar stools (6)

Seating area

Banquette seating (approx 9 - 10 person), fabric seat and back
Tables (3) 16" H x 36" Diameter
Polished concrete sealed floor with tile coping

Deck area

15' x 30' wood deck with pergola
Rectangular fire table lightweight fiber concrete cast 50"Lx15.5"Hx32"W

Bathroom

Handicap accessible
Toilet, sink and counter
Polished plaster walls

Submitted by:

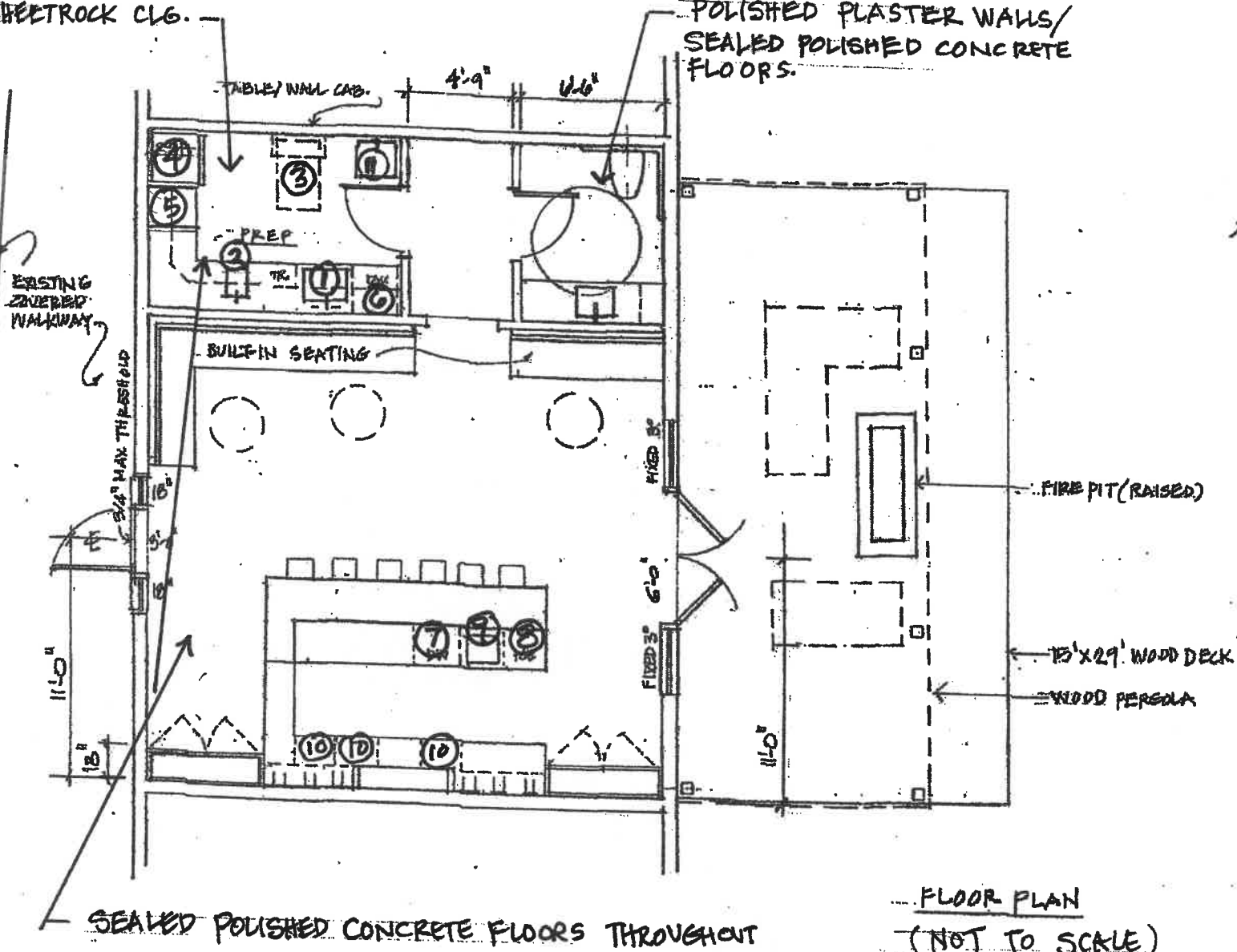
Ave D Rosenthal, Pres.
Avenue D Inc.
14 D Truro Center Road
Truro, MA 02666
508.237.4034

HEALTH DEPARTMENT
TOWN OF TRURO

JAN 30 2019

RECEIVED BY:

PAINTED
SHEETROCK CLG.



SCALE	1/2" = 1'-0"
DATE	5-16-18
SHEET	1
PLAN	
SPRING HILL DESIGN 21 DARTMOUTH STREET SOMERVILLE MA 02148	
AVENUE D. 14 D. TRURO CENTER ROAD	

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: Ave D. Rosenthal

Date of Completion: 1/24/2015

Date of Expiration: 1/24/2020

*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:



**Berkshire
AHEC**

Area Health Education Center
Pittsfield, Massachusetts

www.mafoodallergytraining.org

ServSafe
National Restaurant Association

EXAM FORM NO. 4911

CERTIFICATE NO. 10920749

ServSafe® CERTIFICATION

TO AVE D ROSENTHAL

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

04/09/2014

DATE OF EXAMINATION

04/09/2019

DATE OF EXPIRATION

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



ACCREDITED PROGRAM
American National Standards Institute
and the Conference for Food Protection

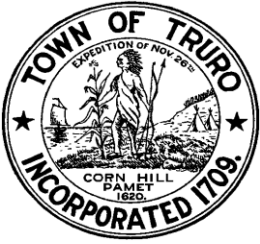
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v.14D1

Sherman L. Brown
Sherman Brown
SVP, National Restaurant Association Solutions



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: February 26, 2019

ITEM: Application to serve on the Conservation Commission

EXPLANATION: Robert White submitted an application to serve on the Conservation Commission. We have received an approval from the Chair (Deborah McCutcheon), and all paperwork has been completed.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicant will not be able to serve on the Conservation Commission

SUGGESTED ACTION: MOTION TO appoint Robert White to the Conservation Commission to fill an unexpired term, ending on June 30, 2021.

ATTACHMENTS:

1. Application to Serve with Approval from Chair

TOWN OF TRURO

RCVD 2019 JAN 11 PM 2:15

ADMINISTRATIVE OFFICE



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Robert M. White HOME TELEPHONE: [REDACTED]

ADDRESS: 12 Bayberry Lane WORK PHONE: _____

MAILING ADDRESS: POB. 965 Truro, 02666 E-MAIL: [REDACTED]

FAX: N/A MULTI-MEMBER BODY ON WHICH I WISH TO SERVE:
Conservation Commission

SPECIAL QUALIFICATIONS OR INTEREST: Marina + boatyard owner operator
for 25+ yrs. Familiar w/ many aspects of Marine pollution,
ISK of Essex Sailing Mkes, Truro Finance Committee,
Reserve Captain Truro Ath during 1980s.

COMMENTS: _____

SIGNATURE: [Signature] DATE: 1-8-19

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

Robert White is interested in learning about how
the conservation commission works and will take a
good addition to our panel I recommend his appointment.

SIGNATURE: [Signature] DATE: 1/21/2019

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



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Paul Wisotzky, Board of Selectmen

REQUESTED MEETING DATE: February 26, 2019 (Tabled at February 12, 2019 Meeting)

ITEM: Amendment to Accessory Dwelling Unit Bylaw

EXPLANATION: Attached for your review and consideration is an amendment to the Accessory Dwelling Unit Zoning Bylaw. I am requesting that the Selectmen present it to the 2019 Annual Town Meeting for consideration. The first step in the process is for the Board to refer the amendment to the Planning Board for Public Hearing.

FINANCIAL SOURCE (IF APPLICABLE):

IMPACT IF NOT APPROVED:

SUGGESTED ACTION: *Motion to refer the amendment to the Accessory Dwelling Unit Bylaw to the Planning Board for Public Hearing.*

ATTACHMENTS:

1. Proposed Amendment to Section 40, Special Regulations, §40.2 Affordable Accessory Dwelling

ARTICLE XXX: AMEND SECTION 40, SPECIAL REGULATIONS, §40.2 AFFORDABLE ACCESSORY DWELLING UNIT BY DELETING IN ITS ENTIRETY AND REPLACING IT WITH NEW LANGUAGE To see if the town will vote to amend Section 40, Special Regulations, §40.2 Affordable Accessory Dwelling Unit, by **deleting the language in bold strike through, adding the red lettered wording and enumerate the bylaw correctly accordingly**

§40.2 Accessory Dwelling Unit

A. The purposes of this bylaw are to:

1. Increase the number of moderately priced, year-round rental dwelling units in Truro;
2. Encourage a more economical and energy-efficient use of the Town's housing supply; and
3. Provide homeowners with a means of obtaining rental income to defray housing costs.

B. Requirements

1. One Accessory Dwelling Unit (ADU) per buildable lot may be allowed in any zoning district by obtaining an ADU Permit **from the Planning Board.**
2. An ADU may be established within or attached to a principal dwelling, principal structure, or accessory structure, or constructed as a detached unit, and must be located on the same lot as the primary dwelling.
3. The ADU must be in conformity with the State Building Code, Title V of the State Sanitary Code and all applicable town health, building, zoning and other local laws and regulations.
4. An ADU within or attached to a principal dwelling, principal structure or accessory structure that is a pre-existing nonconforming use or structure shall not increase any existing nonconformity or create a new nonconformity without first obtaining a Permit or Variance, respectively, from the Zoning Board of Appeals.

C. ADU Permit Criteria

1. The ADU shall be a complete, separate housekeeping unit containing both kitchen and sanitary facilities.
2. The ADU shall not contain more than one thousand (1,000) square feet nor less than four hundred (400) square feet of Gross Floor Area as that term is defined in Section II of this Zoning By-law. Once an ADU has been added to a dwelling, structure or lot, the ADU shall not be enlarged beyond the square footage specified in the permit granted pursuant to this section without first obtaining a subsequent permit **from the Planning Board,** and in no case shall an ADU be permitted to exceed the square footage allowed by this section.

3. At least **two (2)** off street parking spaces in addition to parking otherwise required for the property is required for an ADU.
4. An ADU shall be clearly subordinate in use, size and design to the principal dwelling ~~or structure, considering the following: building architectural details, roof design, building spacing and orientation, building screening, door and window size and location, and building materials. When accessory to a principal dwelling, the intent is to retain the appearance of a single family dwelling and the privacy of abutters.~~
5. The principal dwelling and ADU and lot on which they are located shall remain in common ownership, and shall not be severed in ownership, including that the lot, buildings or units thereon shall not be placed in a condominium form of ownership.
6. Either the ADU or the principal dwelling on a lot with an ADU must be leased for a term of at least twelve (12) months. Rental of said unit for a period of less than twelve (12) months (including, but not limited to, seasonal rental and rental through vacation rental services and websites) is prohibited. Proof of year-round rental shall be provided annually to the Building Commissioner by the owner in the form of a lease and a signed affidavit from both the owner and renter stating the unit is being rented accordingly and is used as a primary residence.
7. ADUs permitted under this section shall be inspected annually or as frequently as deemed necessary by the Health and Building Departments for compliance with public safety and public health codes. The owner of the property shall be responsible for scheduling such inspection and shall pay any applicable inspection fees.

D. Procedure

1. Each application for a Permit shall be filed by the Applicant with the ~~Town Clerk~~ **Building Inspector** consisting of:
 - ~~a. An original and 14 copies of the Application for ADU Permit;~~
 - ~~b. 15 copies of the required plans and other required information under §40.2;~~
 - c. Applicable filing fee;
 - ~~d. List of abutters obtained from the Truro Assessing Department~~
 - e. Site Plan or Site and Sewage Plan prepared by a registered professional engineer or registered sanitarian showing all property lines, existing and proposed structures on the parcel, and setbacks from roads and property lines for each structure. Building dimensions (height, stories, square footage) shall be shown on the plan.
 - f. Documentation of approval of the septic/wastewater treatment system from the Board of Health.
 - g. Building plans at a scale of no less than 1/8"= 1'-0", including floor plans and front, side and rear elevations of the ADU ~~and principal dwelling or structure.~~

- h. Affidavit declaring that the ADU and/or principal dwelling to which it is accessory will be rented on a twelve month basis.
- i. Documentation of approval, if applicable, from the Conservation Commission.
- J. Documentation of Special Permit or Variance, if applicable, from the Zoning Board of Appeals.

~~E—Public Hearing~~

- ~~1. Upon receipt of the application by the Truro Town Clerk, the Planning Board shall hold a duly noticed public hearing within 65 days of said filing. The Board shall:
 - a. Give notice by advertisement in a newspaper of general circulation in the Town of Truro, no less than ten (10) days before the day of such hearing; and,
 - b. Give notice by posting such notice in a conspicuous place in the Town Hall for a period of not less than ten (10) days before the day of such hearing; and,
 - c. Give notice by mailing a copy of such advertisement to abutters to the subject property, abutters to abutters within 300 feet of the subject property, and owners of properties across the street from the subject property.~~

~~F. Findings of the Planning Board~~

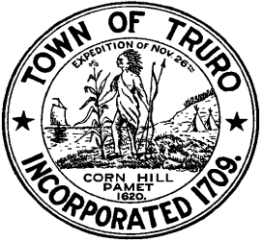
- ~~1. The Planning Board shall grant an ADU Permit if it finds that the proposal complies with the provisions of this bylaw, §40.2, as amended. The concurring vote of four members of the Planning Board shall approve an ADU permit as submitted or with reasonable conditions. The Board shall deny the permit only if:
 - a. The application is incomplete, and the applicant fails to complete the application within 21 days after written notice of the application's deficiencies, or
 - b. The imposition of reasonable conditions will not ensure that the ADU will conform to the standards and criteria described herein, or
 - c. The ADU does not comply with the requirements of the Zoning By-law.~~
- ~~2. The permit decision is not appealable.~~

G. Penalty

Failure of the applicant to comply with any provision of this section or the Permit is punishable by a fine established in Section 60.1 of the Truro Zoning By-laws and shall entitle the **Planning Board, Building Inspector after notice and public hearing**, to revoke, modify or suspend the Permit. The Town shall be entitled to recover its litigation fees, including counsel fees, incurred in enforcement of this Bylaw.

H. Requirements for Tax Exemption

Qualifying ADUs permitted under this section are eligible to seek tax abatement pursuant to Chapter I, Section 10 of the Truro General Bylaws,



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

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

REQUESTED MEETING DATE: February 26, 2019

ITEM: Update on FY2019 Goals and Objectives

EXPLANATION: At the July 10, 2018 Board of Selectmen meeting, the FY2019 Goals and Objectives were adopted. Attached is a progress update for the first and second quarters of FY 2019 for review and discussion.

SUGGESTED ACTION: Discussion only

ATTACHMENTS:

1. FY2019 Goals and Objectives

Fiscal Year 2019 Goals & Objectives

TOWN SERVICES

The Town of Truro will provide efficient and effective municipal services that meet the needs of the year-round residents, part-time residents and visitors.

TS1	The Town Manager will continue to explore and implement shared services with our neighboring Outer Cape communities and report on these efforts quarterly and the Board of Selectmen will hold joint meetings with its Outer Cape counterparts.
Q1/Q2: The Town Manager continues to meet with counterparts in neighboring towns and joint initiatives. A joint meeting of the Provincetown and Truro Selectboards to receive the shared services report and from Matrix Consulting and discuss the recommendations was held on 11/27/18. It was determined that the towns will meet in smaller joint subgroups by department/ function to continue discussions. Additionally, the Town Manager continues to meet with her Outer Cape/CCNS counterparts to discuss shark issues and communication issues. Truro's ten-year Comcast contract will be negotiated regionally with the communities of Wellfleet, Eastham, Orleans and Brewster. Provincetown, Wellfleet, Eastham and Truro Health Agents meet regularly to plan and implement regional programs and services.	

TS2	The Board of Selectmen will develop a policy that addresses uses and modifications to Town- owned property.
Q1/Q2:	

TS3	The Town Manager will evaluate Council on Aging services and will identify trends in the needs of older adults in the community (including issues of transportation, loneliness and housing) and will make recommendations for changes.
Q1/Q2: A new software program, MySeniorCenter, is now in use and tracks program participation, and Barnstable County produced a Healthy Aging Community Survey that is now open for responses. This information, combined with the Senior Needs Survey from the Council on Aging and Dr. Barry Bluestone, will provide further information about needs of older adults in Truro. In the FY2020 budget, more funding was requested for the Tuesday lunch program and other group programs that help to decrease loneliness and isolation. Additionally, the Health/Conservation Department has requested funding in the FY2020 budget for adult programming and transportation to these programs as well.	

FISCAL MANAGEMENT

The Town of Truro will develop short and long-term fiscal policies that increase revenue from sources other than property taxes and minimize annual budget growth.

FM1	So that the budget can be better communicated to and informed by the citizens, the Board of Selectmen and Town Manager, working with the Finance Committee, will re-design the budget development format and process to include the identification of appropriate budget tools, a citizen forum in the fall and a separate budget hearing in the spring. The Board of Selectmen, Finance Committee and Town Manager will define the format and collect data for a five-year financial forecast for the Town.
Q1/Q2: The FY20 budget development format has been modified for clarity and so that expenses can be appropriately categorized. The new format will also allow budgets to be updated to the new financial transparency and forecasting software, which provides visual depictions and general clarity of the Town's revenue and expenses for the citizens. The software can also be used to forecast growth based historical and current Town data.	

FM2	The Board of Selectmen will present a Home Rule Petition to voters at either the fall 2018 Special Town Meeting or the 2019 Annual Town Meeting that would create a local 0.5% real estate transfer tax that would fund the Capital Improvement Stabilization Fund.
Q1/Q2: Not included in 2018 STM. A Home Rule Petition article is prepared for the 2019 Annual Town Meeting based on a similar article presented at the 2018 Annual Town Meeting in Provincetown.	

PUBLIC SAFETY

The Town of Truro will provide high quality and cost effective police, fire and emergency services to residents and visitors in coordination and collaboration with neighboring towns.

PS1	The Board of Selectmen and Town Manager will review and revise the existing General Noise Bylaw.
Q1/Q2: Vice Chair Burgess has met with Police Chief Calise and will bring forward recommendations for amendments to the bylaw.	

PS2	The Board of Selectmen, working with the Town Manager and Emergency Management Director, will develop an initiative for neighborhood storm teams for natural disasters.
Q1/Q2: Town Staff (Emergency Management Team) has included neighborhood storm teams in meeting agendas. Neighborhood Captains are sought as advertised on the website, E-newsletter, and poster. A postcard is being developed for mailing. Mapping of neighborhoods based on plow routes is in process. A community forum on emergency preparedness is planned for March 2019 and will include members of the Emergency Management Team explaining current emergency procedures and soliciting feedback from the public. The event will be used as a way to recruit Neighborhood Captains and to distribute emergency kits. Two Neighborhood Captains have signed up to date.	

COMMUNITY SUSTAINABILITY

The Town of Truro will support policies and programs that:

- **Foster sustainable and appropriate economic development**
- **Create more affordable, year-round places for people to live**
 - **Protect and restore our fragile environment**

CS1 (ENVIRON)	<p>The Town Manager will continue efforts on the following environmental projects and develop and implement public outreach and education components for them:</p> <ol style="list-style-type: none"> a. <i>Pamet River Tidal Flow Restoration & Watershed Study:</i> This tidal restoration project will allow the Town to evaluate several different culvert model scenarios. Modelling of initial data will be complete by fall 2018. As a result of the 2018 storm impacts, follow up modelling will be completed by April 1, 2019. A public update will be presented in the summer of 2018. b. <i>East Harbor Culvert Replacement:</i> Replacement of the seaward portion of the culvert at East Harbor will be complete by October 31, 2018. Evaluation of the scope of work for the culvert section between Route 6 and Shore Road will be complete by June 30, 2019.
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	<ul style="list-style-type: none"> c. Mill Pond and Eagle Creek Repairs & Improvement: Additional modelling to complete necessary repairs/improvements to Mill Pond and Eagle Creek will begin by July 31, 2017. The scope of services and plan will be completed by June 30, 2018. Bid process for the project will be advertised by April 1, 2019. d. Little Pamet Watershed Study & Culvert Repair: Use 2018 Association for the Preservation of Cape Cod assessment to identify the necessary repairs/improvements for the Little Pamet culvert and to identify the scope of work for the whole system in order to identify appropriate resiliency funds for identified improvements. e. Coastal Management: The Town Manager will direct staff to explore costs and scope of developing a comprehensive shorefront management plan to improve coastal resiliency for the bay shoreline.
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<p>Q1/Q2:</p>	<ul style="list-style-type: none"> a. Pamet River Tidal Flow Restoration & Watershed Study: The modeling of the initial data has been completed. An additional meeting with the Army Corp of Engineers is now required to review all data, including follow up modelling to depict the 2018 storm impacts. Data from the ACOE will be used by others for the redesign of the Truro Center Rd. culvert. The Town has been informed that the final report from the Army Corp of Engineers will be submitted by the <u>end of April 2019</u>. b. East Harbor Culvert Replacement: A construction contract was awarded to MIG Corporation for replacement of the seaward portion of the East Harbor Culvert. Construction staging is complete and the Town is waiting for the final permit to be issued by Marine Fisheries to continue moving forward. Final design, permitting, and bidding for the culvert section between Route 6 and Shore Rd. will be complete by June 30, 2019. Due to State and Federal time of year permitting restrictions, construction will not begin until at least Fall of 2019. c. Mill Pond and Eagle Creek Repairs & Improvement: The modeling for Eagle Neck Creek has been completed, final design, and permitting for an 8x8 culvert under Old County Rd. is currently under review with the Massachusetts Division of Ecological Restoration. The scope of the project has been modified somewhat to include enlarging the old railroad berm opening upstream of the culvert to improve movement of the tidewaters and the health of the salt marsh. Sea-level rise and storm surge modeling depicts increasing flood levels that will require mitigation to the east of the culvert. The design work for mitigation efforts is underway. A kickoff meeting is scheduled for March and the construction bid process for repairs, improvement, and culvert replacement will be advertised by April 1, 2019. Due to anticipated time of year permitting restrictions, construction will not begin until Fall of 2019. d. Little Pamet Watershed Study & Culvert Repair: The Woods Hole Group began a review of all data regarding the Little Pamet Watershed and existing culvert conditions in October 2018. As a result, the Woods Hole Group has continued with additional tasks including, but not limited to, tidal hydrology and channel/culvert survey, watershed assessment for culvert sizing, vegetation and debris assessment. A final report and data analysis to be completed by mid-April 2019. e. Coastal Management: The core team for the Town of Truro has set a meeting date for the Town’s Municipal Vulnerability Preparedness (MVP) planning process, a Truro-Wellfleet community resilience building facilitated process, which will be discussed at the February 12 Selectboard meeting. A request for stakeholder participation will be included in the discussion. Additionally, Outer Cape Conservation Agents have discussed the possible development of a regional shorefront management plan that would be informed by the Municipal Vulnerability Preparedness process and the local hazard mitigation plans from each community. Coastal Zone Management grant funding could be requested to help fund this process.
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CS2 (HOUSING)	The Board of Selectmen will hold a joint work session meeting with the Truro Housing Authority to develop ideas for home rental or ownership for people at 120% AMI, with specific consideration of municipal workers and elderly.
Q1/Q2:	

CS3 (HOUSING)	The Board of Selectmen will present a Home Rule Petition to voters at either the fall 2018 Special Town Meeting or the 2019 Annual Town Meeting that would create a local 0.5% real estate transfer tax that would allow for expansion of the Residential Tax Exemption to property owners that rent year round.
Q1/Q2: Not included in 2018 STM. A Home Rule Petition article is prepared for the 2019 Annual Town Meeting based on a similar article presented at the 2017 Annual Town Meeting in Provincetown.	

CS4 (HOUSING)	The Board of Selectmen working with the Planning Board and the Zoning Board of Appeals will explore ways to increase use of the ADU bylaw.
Q1/Q2: A draft article for the 2019 Annual Town Meeting amending the ADU bylaw was prepared. It was presented to the Board at the February 12, 2019 meeting and discussion will continue at the February 25, 2019 Worksession of the Board of Selectmen.	

CS5 (HOUSING)	The Board of Selectmen and Town Manager will identify additional funding sources for the Affordable Housing Trust in order to further support the development of a wide range of affordable and community housing in Truro.
Q1/Q2: Specific funding sources have not yet been identified, however, use of short term rental tax receipts for this purpose will be considered upon review of impact of this first season of implementation.	

CS6 (ECON)	In an effort to support economic development, the Board of Selectmen, Town staff, and Town Counsel will develop a time table for Comcast contract negotiations.
Q1/Q2: Initial meetings for Comcast contract negotiations were held in February 2019 and will continue in March 2019. The Board approved joint representation for the negotiations at the February 12, 2019 meeting. A survey soliciting community feedback on Comcast service is being prepared.	

CS7 (ECON)	The Board of Selectmen will engage with the Truro business community, gather information, and explore ways to support and increase small business in Truro.
Q1/Q2:	

COMMUNITY ENGAGEMENT & GOVERNANCE

The Town of Truro will have an open and transparent government that proactively engages and involves the Town’s residents.

CEG1	In an effort to better communicate with and gather information from citizens and visitors of Truro, the Town Manager: <ul style="list-style-type: none"> a. Implement the Alert Truro notification system b. Review and modify the Town website so that information and documents are organized more clearly.
-------------	--

Q1/Q2:

- a. AlerTruro is used for shark sighting updates, road closures (Ag Fair & Truro Treasures), storm alerts, and other updates (East Harbor work). There are approximately 242 individuals signed up for alerts, in addition to our 567 pre-loaded landlines.
- b. The Town Manager secured the services of Ptownie to gather data about functionality of the website to better inform improvements. Two citizen forums were held to obtain feedback about the website. Site improvements are underway.

CEG2	<p>The Board of Selectmen will conduct a thorough review of charges for Boards, Committees and Commissions under its purview by _____ . This will include:</p> <ul style="list-style-type: none"> a. An assessment of relevance to the current and future work of the Town of Truro. b. Revisions to charges to ensure clarity of purpose, role and authority. c. Consolidation if possible and appropriate. d. Develop incentives for residents to volunteer to serve on Boards, Commissions and Committees.
-------------	--

Q1/Q2: The Board issued a letter to Board/ Committee/ Commission Chairs in late January to address unexcused absences from meetings. The Board’s January 22, 2019 meeting also included a discussion regarding outstanding minutes and multi-member bodies that have not been meeting. This discussion will continue at the March Worksession of the Board.

CEG3	<p>As part of the Local Comprehensive Planning process, the Board of Selectmen, Town Manager and Local Comprehensive Plan Committee will conduct an outreach, organizing and information gathering process that will engage citizens in the planning process and include the development of community-wide vision, mission and goals for the Town of Truro.</p>
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Q1/Q2: Planning process delayed pending Cape Cod Commission guidance on Local Comprehensive Plans.

CEG4	<p>The Board of Selectmen and Town Manager will establish a recognition event to identify and thank volunteers and staff.</p>
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Q1/Q2: Clerk Worthington and Selectperson Wisotzky discussed with Town Manager Palmer suggestions for an event for volunteers (to be held in the spring) and an event for Town staff (to be held in the summer).

CEG5	<p>The Board of Selectmen will create an informational manual for the Board of Selectmen and other town boards/committees/commissions in order to help them be more effective in their role as well as to comply with local, state and federal regulations.</p>
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Q1/Q2:



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: February 26, 2019

ITEM: Approval of the Truro Police Employee's Federation Contract

EXPLANATION: Town Counsel David Jenkins and the staff committee completed labor negotiations with the Truro Police Employee's Federation Agreement for the time period of July 1, 2018 to June 30, 2021.

The contract provides a two percent cost of living increment for each year of the agreement, increased educational incentives, a reclassification of two positions held by two longstanding members of the department and a restructuring from Officers in Charge to Master Patrolmen. It also includes administrative changes that do not have a financial impact. The FY 2019 Budget included the funds to cover the cost of the increases.

The Truro Police Employee's Federation approved the contract.

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

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

SUGGESTED ACTION: *Motion to approve the labor agreement with Truro Police Employee's Federation for the term July 1, 2018 through June 30, 2021.*

ATTACHMENTS:

1. Labor Agreement

TOWN OF TRURO
AND THE TRURO POLICE
EMPLOYEE'S FEDERATION



July 1, 2018 to June 30, 2021



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ARTICLE 1: AGREEMENT

This Agreement entered into by the Town of Truro, hereinafter referred to as the "Employer" and, the Truro Police Employee's Federation, hereinafter referred to as the "Federation", has as its purpose the promotion of harmonious relations between the Employer and the Federation, and the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of conditions of employment, for all Employees of the Truro Police Department, excluding the Chief and Lieutenant. The term Employee shall mean all persons covered by this contract. Employees covered by this contract shall be exempt from the personnel bylaw.

For purposes of definition the following positions shall be defined as such and shall be included as indicated in the coverage offered by this agreement:

- A. FULL-TIME EMPLOYEE – shall be assigned a regular duty shift over a period of fifty-two (52) weeks as provided in Article 16.
- B. REGULAR PART-TIME EMPLOYEE – shall not normally be assigned more than nineteen (19) hours in a one-week period on a regular basis
- C. MATRON – Shall not be assigned a regular shift and shall operate on a so-called call out basis
- D. TELECOMMUNICATOR – An Employee regularly assigned to answer 911 telephones, police and fire radio and telephones, run the NCIC/LEAPS computer and other duties as assigned.
- E. CHIEF – The person appointed by the Board of Selectmen, under M.G.L. C. 41 § 97 to manage the day to day operations of the police department.
- F. LIEUTENANT – A sworn police officer appointed by the Town Manager.
- G. OFFICERS – Those persons who are sworn police officers appointed by the Town Manager and shall include the ranks and assignments of Special Police Officer, Police Officer, Sergeant, Master Patrolman, Patrolman, Detective and any other titles which may be agreed upon by the town and the Federation.
- H. STUDENT OFFICER – An employee who assigned to basic recruit training as prescribed by the Massachusetts Police Training Committee. This collective bargaining agreement shall not apply to student officers, except as to the wage scale

and sections dealing with health insurance, time-off accrual and Article 39 (Academy Cost Abatement).

- I. EMPLOYEE – all person covered by this contract.
- J. EMPLOYER – This shall refer to the Town of Truro.
- K. ADMINISTRATIVE ASSISTANT / TELECOMMUNICATOR - An employee, who is qualified as a Telecommunicator, assigned by the Chief of Police to perform administrative duties as outlined in Rule 15.5 of the Truro Police Department Rules and Regulations.
- L. COMMUNICATION SUPERVISOR- A Telecommunicator assigned by the Chief of Police to perform duties as outlined in Rule 15.5.5 of the Truro Police Department Rules and Regulations.
- M. DOMESTIC PARTNER – For the purposes of this Agreement, a domestic partner is defined in and shall receive the same benefits afforded under the Domestic Partnership Bylaw of the Town of Truro, including the provisions of Section 8 therein for Town Bylaws.
- N. DETECTIVE – The Detective (Officer or Sergeant), filled from within the ranks of the Truro Police Employee's Federation, is appointed by the Board of Selectmen to perform duties as outlined in Rule 15.4-4 of the Truro Police Department Rules and Regulations and Truro Police Department (TPD) Policy #7-9 Detective Unit and Investigations. The Detective works under the authority of the Lieutenant and is normally assigned to the day shift unless otherwise instructed.

ARTICLE 2: DURATION

This agreement between the Employer and the Federation shall be for a period of July 1, 2018 to and including midnight June 30, 2021

ARTICLE 3: OTHER LABOR GROUPS

The Employer shall not aid or abet, promote or finance, encourage or deal with any other labor group, organization, individual or member of the Truro Police Employee's Federation which purports to engage in collective bargaining for Employees covered by this

agreement or make any agreement with any such group which deals with or concerns the Truro Police Department except as permitted by law.

With respect to contract negotiations the Employer and the Federation agree only to use the respective designated representative(s) as a means of contact. The Employer and the Federation agree to adhere to the provisions of this contract as stated.

ARTICLE 4: DISCRIMINATION

There shall be no discrimination against any Employee because of Federation membership or activity nor because of race, creed, age, sex or sexual preference, and each Employee shall receive the full protection of this agreement.

ARTICLE 5: MANAGEMENT RIGHTS

Unless clearly and specifically relinquished, abridged, or limited by this Agreement, the Town acting through its Board of Selectmen, Town Manager, and Police Chief or other appropriate officials as may be authorized or designated to act on its behalf, retains all the rights and prerogatives of municipal management established either by law, custom, practice, precedent or other means to manage and control the Police Department and its employees. Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver. The exercise of such rights and prerogatives shall not be subject to the grievance and arbitration procedure. These rights shall include but not limited to the following:

- A. To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purpose of the Town.
- B. After bargaining the impact with the Federation, to establish or continue policies, practices, and procedures for the conduct of the Town business and from time to time, to change or abolish such policies, practices, or procedures.

- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and determine the number and types of employees required to perform the Town's operation.
- E. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- F. To insure that the related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- G. Nothing in this Article shall either diminish or infringe on any and all rights or obligations afforded the Federation either by law, custom, practice or precedent.

ARTICLE 6: CHECKOFF

Federations membership initiation fee assessments shall be deducted from the Employees' wages of salaries, and once each month, the Employer shall deduct membership dues from the wages or salaries of those individual Employees who request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Federation, and aggregate deductions, during the preceding month and after the deductions have been made, shall be submitted with an itemized statement to the Federation treasurer.

The Employer agrees that from and after the receipt of written authorization, to deduct membership dues from the wages or salaries of an employee, provided that the employer shall be under no obligation to make any such deduction as aforesaid after the termination of the terms of this Agreement, and provided that the Employer may immediately cease making such deduction at any time on behalf of an employee who submits a revocation of authorization.

The employer shall incur no liability for loss of dues monies after depositing same properly addressed to the Federation in the U.S. Mail.

ARTICLE 7: REMOVED

ARTICLE 8: NO STRIKE CLAUSE

SECTION 1: No Employee covered by this agreement shall engage, induce or encourage any strike, work stoppage, slow down, or withholding of services. The Federation agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow down, or withholding of services.

SECTION 2: Should any Employee or group of Employees covered by this agreement engage in any strike, work stoppage, slow down, or withholding of services the Federation shall forthwith disavow any such strike, work stoppage, slow down, or withholding of services and shall refuse to recognize any picket line establishing the connection therewith. Furthermore, at the request of the Town, the Federation shall take all reasonable means to induce any such Employee or group of Employees to terminate the strike, work stoppage, slow down, or withholding of services and to return to work forthwith.

SECTION 3: In consideration of the Federation's performance of its obligations under Sections 1 and 2 of the article, there shall be no liability on the part of the Federation nor of its officers or agents due for any monetary damages resulting from the unauthorized breach of the agreement as contained in this article by individual members of the Federation. Any Employee who breaches the agreements contained in this article shall be subject to disciplinary proceedings under any law giving remedy to the town in such matters.

ARTICLE 9: FEDERATION REPRESENTATION

A written list of Federation Officers or other representatives of the Federation shall be furnished to the Employer immediately after their designation and the Federation shall notify

the Employer of any changes forthwith. The Federation President, or his/her designee, shall be granted reasonable time off during working hours to investigate and settle grievances.

The Federation President and/or the Vice President shall be granted a total of two work days off, with pay to attend MASSCOP functions, meetings, etc. A third day is available so long as that day does not create overtime.

ARTICLE 10: LABOR MANAGEMENT MEETINGS

The Employer, through the Town Manager or their designee, shall meet with members of the Federation bargaining committee at such times as may be mutually agreed upon. The purpose of such meetings shall be the mutual exchange of opinions, ideas, and discussions with respect to personnel policies and practices in matters affecting the implementation of the agreement, status of current and new projects, and other matters of material interest which may be agreed upon.

No pending grievances shall be discussed at said meetings unless the Federation and the Employer both agree.

ARTICLE 11: SAFETY COMMITTEE

The Federation may establish a Safety Committee of not more than two (2) members. The Committee may meet with the Chief or the Chiefs designee at the option of the Federation for the mutual exchange of options, ideas and discussions concerning the safety and health condition of the department. When patrol equipment, such as lights, weapons, uniforms and related components are to be changed, the Chief or the Chiefs designee shall meet with the committee and accept input prior to the proposed changes. A member of the Federation's Safety Committee will serve on the Town's Safety Committee.

ARTICLE 12: COMPENSATION

SECTION 1: Compensation for the services of Officers, Student Officer, Administrative Assistant, Communications Supervisor and Telecommunicator is set forth in the salary chart attached as “APPENDIX A Compensation Schedule”. The listed assignments below shall be compensated additionally as follows:

Employees filling a “paid assignment” or position, when assigned by the Chief, shall be compensated at the pro-rated hourly rate after five (5) consecutive days in such a position or assignment.

Officers and Telecommunicators engaged in training other staff shall be compensated an additional \$3.00 per hour while training.

SECTION 2: Those Employees working the evening and mid shifts shall be compensated, in addition to their normal rate, as follows:

Evenings \$0.70 per hour

Midnights: \$0.85 per hour

SECTION 3: The placement of an Employee into a particular step within a classification in the foregoing salary chart, and any step-rate increments within such classification shall be pursuant to the following:

Sub-section A: Employees entering the service of the Town shall be employed at the first step of the classification, except that upon basis of training and experience associated with the work performed, and subject to the recommendation of the department head and subject to the approval of the Town Manager such person may be engaged at a higher step than the first.

Sub-section B: In the event of the promotion of an Employee from one classification to another, the Employee shall start at the lowest step within that classification, which is greater than the Employee's last rate of pay.

SECTION 4: The Employer agrees to deduct from the Employees pay, at the Employees request, as sum of money to be submitted to a savings institution of the Employees choice.

SECTION 5: The designated Officer-in-Charge (OIC) shall receive an additional one (1) hour of overtime per eight hour shift worked as Officer-in-Charge. The Officer-in-Charge shall be the senior officer (as determined by the posted chain of command, and who is designated as an Officer-in-Charge), during a shift when there is no Sergeant on duty including when an Officer and Telecommunicator are working, unless the Chief designates himself as Officer-in-Charge. In that case the Chief shall perform all the duties of Officer-in-Charge. OIC pay for one Officer / Telecommunicator shifts will commence on July 1, 2016.

SECTION 6: The foregoing section with respect to the Officer-in-Charge (OIC) shall be in effect only until the establishment and staffing of the Master Patrolman position within the Truro Police Department. Once a Master Patrolman appointment has been made, then the foregoing provision shall no longer be in effect. At that time, the Officer-in-Charge (OIC) designation shall refer only to those officers who have at least two (2) years of continuous policing experience who have demonstrated sufficient knowledge and proficiency of the Truro Police Department Rules, Regulations and Procedures, as well as Local Bylaws and General Laws of the Commonwealth to work independently for an entire work shift.

ARTICLE 13: OVERTIME

SECTION 1: Unless the Chief or the Chief's designee decides that the public safety or the legitimate needs of the Town or department require otherwise, or due to an Employee's expertise, overtime shall be assigned equitably and shall be distributed impartially among the full-time Employees. In the Communications Division, overtime will be offered first to full-time Telecommunicators, then to part-time Telecommunicators, then to the Patrol Division. In the Patrol Division, overtime shall be offered first to the Officers within their respective rank and/or designation, then to the other ranks and/or designations, except that patrol officers not certified as an OIC or Master Patrolman may not work overtime

in those roles. Overtime refused shall be considered overtime worked for the purpose of the above described distribution.

SECTION 2: In emergencies or in the event of an unusual demand for the services of an Employee or when deemed necessary by the Chief or the Chiefs designee, Employees may be required to perform overtime service.

SECTION 3: Overtime: any work performed in excess of the normal scheduled work day or work week shall be paid at one and one half (1.5) the regular hourly rate. Any work performed in excess of two (2) consecutive shifts shall be paid at two and one half (2.5) the normal hourly rate and this rate shall continue in effect until the Employee has had eight (8) consecutive hours of relief. Said Employee shall not report to work for eight (8) hours unless ordered to do so by a supervisor.

SECTION 4. When a conflict of rates occurs, the highest single rate shall apply.

SECTION 5. If after completing the scheduled tour of duty an Employee is called back to work, the Employee shall receive time and one half (1.5) the Employee's hourly rate for work performed from the time the Employee reports to the end of the assignment. The Employee shall be paid a three (3) hour minimum. The Employee must report to said assignment within thirty (30) minutes from said initial order to report. If such Employee reports to said assignment in a period of time in excess of thirty (30) minutes without reasonable or just cause, the Employee shall forfeit the Employee's minimum three (3) hour pay at 1.5 times and be paid straight overtime for the actual time worked.

Notwithstanding the provisions of the prior paragraph, it is understood that the three (3) hour guarantee does not apply to the following:

1. When an Employee is called in early to work prior to the normal starting time of the employees scheduled tour of duty and works continuously from the time the Employee reports, to the Employees normal scheduled tour of duty, said Employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour;

2. When an Employee performs overtime service beyond the scheduled time for conclusion of the Employees regular tour of duty due to the exigencies of the Employees work day (such as an accident, investigation, etc.), the Employee shall be paid on an overtime service basis there for only such overtime as is actually worked.

SECTION 6. Prisoner watch shall be offered to full time officers first.

SECTION 7. Bonus paid under Article 12, excluding Section 5; and articles 23 and 24 of this agreement are to be included as part of annual compensation for the purposes of calculating an Employees hourly overtime rate.

ARTICLE 14: COURT TIME

Appearance in any Court of the Commonwealth as a witness for the government at other than normal working hours shall be compensated for at one and one half (1.5) times the hourly rate of pay; but in no event shall an Employee receive less than four (4) hours pay.

ARTICLE 15: DETAILS

SECTION 1. Extra work details shall be posted as far in advance as possible by the Employer in a conspicuous place within the police station. Details will be equitably and impartially distributed amongst all full-time Officers, except the Chief. A list shall be established by seniority and the hours of work recorded. Details refused shall be considered details worked for the purpose of above described distribution and shall be so recorded by hours on said list. An Officer will not be charged with a refusal if the Officer is not given twenty-four (24) hours advanced notice of said detail.

Any detail not being filled by a member of the bargaining unit as described above, may be filled by the Chief or the Chiefs designee by use of someone outside of the bargaining unit.

SECTION 2. A minimum of four (4) hours pay shall be required on all private details. Any details worked over four (4) hours shall be paid a minimum of eight (8) hours. The rate of pay for private details shall be:

Equal to the rate of the Massachusetts State Police.

SECTION 3. Details in excess of eight (8) hours shall be paid at a rate of time and one half the detail rate (1.5), for such hours worked in excess of eight (8) hours

SECTION 4. If an Officer is assigned to a detail outside of the Town of Truro, the detail rate shall be equal to the rate paid within the other jurisdiction.

ARTICLE 16: HOURS OF WORK

The work week for the department shall consist of the following:

SECTION 1. PATROL DIVISION WORK WEEK: The work week for Officers shall consist of four (4) consecutive work days of eight and one half (8.5) hours each followed immediately by two (2) consecutive days off. Assigned shifts shall be 11PM-7AM, 7AM-3PM AND 3PM-11PM. In addition, any Officers working a patrol work week agree to attend department meetings held on a quarterly basis of up to (2) hours. (Average total work week = 2080 hours per year of 40 hours per week). Said eight and one half (8.5) hour shifts shall begin at quarter to the designated hour, and end a quarter past the designated hour (therefore, a 7-3 shift begins at 6:45 and ends at 3:15). Employees shall be paid biweekly, based upon eighty (80) regular hours per pay period in accordance with the accepted pay schedule set up by the Town Accountant and the Town Treasurer.

SECTION 2. COMMUNICATION DIVISION WORK WEEK: The Work Week for Telecommunicators shall consist of five (5) consecutive work days of eight (8) hours each followed immediately by two (2) consecutive days off. Said eight (8) hour shifts shall

begin on the designated hour, and end on the designated hour. Assigned shifts shall be 11PM-7AM, 7AM-3PM, and 3PM-11PM. Telecommunicators shall receive a ½ hour meal break during each shift, on premise and subject to any other conditions mutually agreed upon between the Chief and the Federation.

SECTION 3. ADMINISTRATIVE ASSISTANT / TELECOMMUNICATOR WORK WEEK: The Administrative Assistant / Telecommunicator will work a 5-2 workweek, Monday thru Friday on the 7-3 shift. The AA/T shall receive a ½ hour meal break during each shift, on premise and subject to any other conditions mutually agreed upon between the Chief and the Federation.

SECTION 4. DETECTIVE: The Detective shall be a division separate from the Patrol Division and as such shall follow the following criteria:

- a. will work a so-called 5-2, 5-2, 4-3 work weeks, assigned to the 7-3 shift)
- b. will normally wear plain clothes
- c. will normally drive an unmarked cruiser
- d. is available for patrol overtime after patrol division have refused shift
- e. all time off requests are submitted to the Chief or his designee, independent of any request or staffing considerations of the patrol division
- f. a sum of monies equal to an average patrol officer shall be allocated for the purpose of supplying clothing and equipment.

The Chief may appoint a Patrol Officer to serve as a Detective, in which event; the fourth Sergeant's position shall be assigned as a Patrol Sergeant working a 4 day on, 2 off, swing shift line covering the Shift Sergeant's normal days off. Said shifts shall be two days each on the 3PM-11PM and 11PM-7AM schedule.

SECTION 5 REMOVED

SECTION 6. With the exception of the Detective and Administrative Assistant / Telecommunicator shifts shall be assigned on a basis of a so-called seniority bid for shifts. Said bids shall be for six (6) week increments and shall be subject to the following conditions:

After a senior Employee has been on a shift for two (2) consecutive bids, that senior Employee may be "bumped" by a junior Employee (next most senior Employee desiring the shift) for one bid, after which, said senior Employee may again bid the shift. If no junior Employee bids a senior Employee's shift, the senior Employee may bid the shift as many times as desired.

A shift, for the purpose of this section, shall mean any regular shift designated by the Chief or the Chiefs designee for any six-week period. In the event that there are two Employees on the shift with 2 or more consecutive bids, the junior of the 2 will be "bumped". If regularly scheduled shift changes result in an Employee covered under Article 16 Section 1 of the agreement, Patrol Work Week, working more than four (4) consecutive days in row or if covered under Article 16 Section 2, working more than five (5) consecutive days in a row, this circumstance, by itself, will not be deemed to violate the work week definitions and will not entitle the Employee to overtime compensation.

At no time shall two probationary patrol officers be assigned to the same shift at the same time period. In the event that two probationary patrol officers bid the same shift for the same period, the junior of the two will be assigned to another shift. Said shift and line will displace and then exchange line position with the most junior officer NOT in a probationary status. However, if two or more probationary patrol officers bid the same shift on three consecutive occasions, the junior probationary patrol officer shall, on this third occasion, "bump" the senior probationary patrol officer for one six (6) week rotation, resulting in the senior probationary officer being assigned to another shift.

SECTION 7. No Shift shall have more than one Sergeant normally assigned to it. Sergeants shall bid shifts in the same way as outlined in Section 6.

SECTION 8. Management may assign those Employees going to school and/or training to the day shift for those days that the school and/or training will be in session. In the

event that an Employee attends a school and/or training on the Employee's day off, then the Employee will be paid overtime for the time worked.

SECTION 9. Upon mutual agreement between an Employee and the Chief, an employee may be assigned a special shift for the purpose of a special assignment, which shall be temporary in nature. In no instance can this section be used as punishment of an Employee.

SECTION 10. Final judgment as to shift assignments is reserved for the Chief. The Chief will not be expected to make any personnel changes if such would either (1) impair the effectiveness of the department, or (2) involve the replacement of one officer by another who is comparatively less qualified.

SECTION 11. Whenever possible, training will be scheduled on the same day as the department meeting.

ARTICLE 17: SICK LEAVE

Full time Employees shall be granted sick leave under the following conditions:

SECTION 1: There will be unlimited accumulation of sick leave. Beginning July 1, 2016 employees shall accrue sick leave at a rate of 1.25 days per month. On June 30th of each year an employee that has ten (10) or more unused sick days shall have the option of selling up to five (5) days back to the Town at 100% of their current rate, with the remaining days being placed in the employee's personal sick bank

SECTION 2: Sick leave may be used for family illness. Family is to mean immediate family living in the same household, spouse, domestic partner, and children. Family illness days shall be deducted from any accrued sick leave.

Members who are absent from work due to sick leave will be required to submit a physician's certificate of illness to the Employer through the Chief of Police, the Chief's designee, or the Town Manager in the following circumstances:

- a) If a member is absent from work for more than three (3) consecutive days, then the member shall submit a physician's certificate of illness to the Chief of Police or Chief's designee;

- b) If a member has accumulated six (6) separate instances of sick leave in any calendar year, then the Chief of Police or Chief's designee may require that the member submit a physician's certificate of illness for any further sick leave (of any duration) for the remainder of the calendar year. For purposes of this section, "separate instances of sick leave" shall mean each one or two day sick leave (inclusive of family illness) for which a physician's certificate of illness was not required.

Each such physician's certificate of illness must state whether or not the member is disabled from performing his/her normal duties and whether or not the member is disabled from performing light duty.

SECTION 3: Whenever an Employee becomes ill on duty and must go home, said Employee shall be debited one (1) sick day if the Employee has worked less than four (4) hours. If the Employee has worked more than four (4) hours, no debit shall occur against the Employee's sick time

SECTION 4. Those Employees who use less than two (2) sick days per calendar year will receive two (2) added vacation days for the next calendar year.

SECTION 5. Upon retirement or death, the employee, or their estate will be paid for any unused sick time at a rate of thirty percent (30%). Employees whose start date is after June 30, 2011 shall be eligible for the sick leave buyback program described above; however their accumulation shall be capped at 100 days. Employees whose start date is after July 1, 2016 shall be eligible for the sick leave buyback program described above; however their accumulation shall be capped at 100 days with a rate of twenty five percent (25%).

SECTION 6. REMOVED

SECTION 7. When an employee utilizes a sick day, they are prohibited from working overtime or details for a 24-hour period, commencing from the beginning of the shift the employee was originally scheduled to work. This restriction shall not apply when the use of sick time is occasioned by a medical appointment for the employee or the employee's family, as defined in Section 2 above, the employee has submitted a time off request as far in advance of the medical appointment as possible, and the employee provides written confirmation from the health care provider that the appointment occurred as soon as possible after the appointment.

SECTION 8. Should an Employee be hospitalized or incapacitated as a result of an accident, or sickness (exclusive of line of duty under doctor's care, medical certificate required), the Town Manager shall have the prerogative to grant up to six (6) months paid leave. In making such a grant, 50% of available time in the sick bank shall be used first.

ARTICLE 18: UNION SICK BANK

SECTION 1. The union sick bank is intended to be used in the case of an extended illness. Annually at the beginning of the fiscal year, each union member shall automatically contribute one sick day towards the sick bank. Members may contribute additional days to the bank at their discretion. Sick bank contributions shall not count as a sick day taken for the purposes of this contract.

SECTION 2: The sick bank shall be managed by a committee of three consisting of one union employee, one Town employee (mutually agreed upon) and the Chief of Police or his designee. All requests by members to utilize time from the sick bank must be done by written request to the committee unless physically unable to do so. All requests must be voted on by the sick bank committee with the majority vote ruling.

SECTION 3: The committee shall be authorized to grant up to thirty (30) days at a time.

ARTICLE 19: BEREAVEMENT LEAVE

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

In the event of the death of an Aunt, Uncle, brother in law and sister in law, or Grandparents of the Employee, said Employee will be granted three (3) days leave without loss of pay.

ARTICLE 20: HOLIDAYS

SECTION 1. Full-Time Employees shall have the option of receiving an extra days pay for the holidays listed in the following section at their normal day's pay, (8.0 hours for the Patrol Division and 8.0 hours for the Communications Division) or having one (1) day off at their discretion. Said holidays to be taken off in the same manner as vacation days. For every five (5) holidays in a fiscal year that fall on a bargaining unit member's regular work day and they work their regular shift, they shall receive one administrative day to be used within six months provided it does not generate overtime.

SECTION 2. The following are the holidays applicable to the provisions in this agreement:

New Year's Day	Martin Luther King Day	Presidents Day	Patriots Day
Memorial Day	Independence Day	Labor Day	Columbus Day
Veterans Day	Thanksgiving Day	Day after Thanksgiving	1/2 Day
Christmas Day	1/2 Day New Year's Day		Christmas Eve

And All other that may be certified as State holidays.

SECTION 3 Full Time Employees shall receive three (3) personal days per calendar year. Said personal days are to be taken in the same manner as vacation days.

SECTION 4. In the event that Town Hall is officially closed for an entire day due to inclement weather or an emergency, the bargaining unit members who actually work a full shift during Town Hall business hours on the closed day shall be granted an additional personal day. The personal day must be used within sixty (60) days and cannot generate overtime. This language does not apply to members who work outside details during the closure.

ARTICLE 21: VACATIONS

SECTION 1. In accordance with the following sections all full-time Employees are entitled to accrue vacation per full month worked for the months of January through October as follows:

DAYS OF VACTION		DAYS OF VACATION	
0-1	1.1	9-10	2.0
1-2	1.2	10-11	2.1

2-3	1.3	11-12	2.2
3-4	1.4	12-13	2.3
4-5	1.5	13-14	2.4
5-6	1.6	14-15	2.5
6-7	1.7	15-20	2.6
7-8	1.8	20-25	2.8
8-9	1.9	26-30	3.1

Vacation days may be accrued to a maximum of thirty (30) days

SECTION 2. All requests for vacation are to be submitted to the Chief or the Chiefs designee in writing not less than ten (10) days in advance of said vacation, but no more than one hundred and eighty (180) days. If the request is for a reason of emergency, than it shall be submitted in writing at the earliest possible time. Any vacation leave that exceeds three (3) continuous work cycles requires approval of the Chief of Police or the Chief’s designee.

Vacations shall be granted if there is no other Employee from the same division scheduled for vacation at that time. In the event that two (2) requests are received on the same day, the request of the senior Employee shall be granted, unless a vacation request has already been approved for the junior Employee.

Vacations shall be granted under the following conditions:

1. Vacations shall be granted for the first person in each division requesting a day off.
2. Vacations may be granted to a second person in each division requesting the same day off under the following conditions:
 - a. Patrol Division, provided there are thirteen (13) or more full-time officers on dull duty status. (For purposes of this section, “full-duty status” shall mean full-time officers who are not on leave (sick leave, administrative leave, FMLA leave, etc.), who are not on light-duty or restricted-duty status, and who are not yet released for solo patrol (i.e. probationary officers assigned to the Field Training Program).
 - i. The request for the second Officer off on the same day does not generate overtime to cover the shift, except as indicated in ii, immediately below

- ii. An Officer may be the second Officer off on a single day off, requiring overtime, up to 4 times within a fiscal year (4 days representing a Patrol work week)
- b. Dispatch Division, provided there are 4 full time Telecommunicators and at least 3 part time Telecommunicators:
 - i. The request for a second Telecommunicator off on the same day shall be offered to part time Telecommunicators prior to full-time Telecommunicators and the request for the second Telecommunicator off on the same day does not generate overtime to cover the shift, except as indicated in ii, immediately below;
 - ii. A Telecommunicator may be the second Telecommunicator off on a single day off, requiring overtime by a full time Telecommunicator, up to 5 times within a fiscal year (5 days representing the Dispatch work cycle)

The Chief or the Chiefs designee shall notify the Employee in writing within five (5) working days of receiving said request of approval or denial of said request and if approved it shall be posted.

If the Chief or the Chiefs designee fails to answer the request in five (5) days, the request shall be considered approved, and the Employee shall be granted the vacation time, as requested and shall not be denied without prior approval of the Town Manager

SECTION 3. A request may be submitted to the Chief or the Chiefs designee in writing with less than twenty-one (21) day notice requesting up to a total of six (6) days off either singly or in total for each six (6) months periods (July-December / January-June). These days shall be granted if there is no other Employee from the same division scheduled for vacation at that time.

SECTION 4. REMOVED

SECTION 5. An Employee who requested to and does work during the Employee's vacation period shall be paid for regular hours at his regular rate of pay and for any overtime shall be paid at one and one-half (1.5) of his regular rate of pay.

SECTION 6. After an Employee has completed three years of service with the Town the Employee shall have the option of being compensated in cash for any unused vacation that the Employee has accumulated. Said payments shall be on the first pay period of June as requested by the Employee in writing by April 1. When payments have been applied for in writing, those days will be removed from the Employees accrued total.

SECTION 7. The Town Manager may grant a new Employee with prior training and experience, a bank of up to five (5) vacations days, and five (5) sick days, upon their start of employment.

SECTION 8. With the approval of the Town Manager, a new Employee may be placed in a higher rate of vacation accrual, based upon their years of service with another Police Department, at a rate of one (1) step for every two (2) years of service, with a maximum rate of 2.0 days per month.

ARTICLE 22: VACATION RIGHTS IN CASE OF LAYOFF OR SEPERATION

An Employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking the Employees vacation shall be compensated in cash for the unused vacation the Employee has accumulated at the time of separation.

In the event of death, any earned vacation shall be paid to a designated beneficiary and/or estate.

In the event that a full time Employee is laid off or separated from the service of the Employer without just cause, the Employee shall be compensated two (2) weeks regular pay.

ARTICLE 23: LONGEVITY BONUS

It is agreed that after a Full time Employee completes his/her sixth consecutive year of service, the Employee shall receive a longevity bonus of two hundred (\$200) dollars. Each municipal year thereafter the Employee shall have said longevity bonus increased one hundred (\$100) dollars for each year of service.

Upon completion of an Employee's:

Twentieth year of service	5% of base pay
Twenty-fifth year of service	7.5% of base pay
Thirtieth year of service	10% of base pay

ARTICLE 24: INCENTIVE PAY

SECTION 1. Full time Employee's shall receive remuneration in addition to the Employee's normal salary, for past and present academic achievement at accredited colleges and universities on the following basis. For the highest degree held, an annual bonus will be paid as follows:

Associates Degree	\$2,150.00
Bachelor's Degree	\$3,650.00
Master's Degree	\$5,150.00

Sixty (60) completed credit hours will be accepted in lieu of an associate's degree, but, in that case, an official transcript must be on file and all such credits must have been achieved with a grade of C or better. A copy of an official school diploma must be on file at the Town Accountant's Office.

SECTION 2. An additional incentive bonus shall be awarded to those Officers, who have a current Massachusetts certification as an Emergency Medical Technician (EMT), at the rate of One thousand dollars (\$1,000.00) per year; and five hundred dollars (\$500.00) per year for full-time Telecommunicators certified as Emergency Medical Dispatchers (EMD).

SECTION 3. Payments of all benefits under this Article are to be divided into two equal payments and paid twice a year, June and December. Payments are to be in arrears and an Employee must be in the employ of the Town at the time of payment to qualify.

ARTICLE 25: INSURANCE

SECTION 1. Eligible members of the bargaining unit may participate in any insurance plan offered by the Town. The Town shall deduct the employee's share from payroll checks for participating members in receipt of proper authorization. Life insurance shall be in the amount of twenty-five thousand dollars (\$25,000), straight life. A member of the Federation will serve on the Town's Employees Health Advisory Committee.

SECTION 2. The Town and the Federation acknowledge that the Town is a member of the Cape Cod Municipal Health Group (CCMHG). The parties acknowledge that the CCMHG has and continues to provide excellent benefits at an affordable cost for all eligible participating employees of the Town. Considering such, the Employer and the Federation both specifically waive any right to bargain over any and all changes made by the CCMHG to the plan(s) and benefits offered by the CCMHG.

SECTION 3. The Town agrees to sponsor a Town-wide voluntary Long Term Care Insurance Plan for Employees, at no cost to the Town, with 100% of the cost borne by the Employee

ARTICLE 26: UNIFORMS AND EQUIPMENT

SECTION 1: The Chief or the Chiefs designee shall supply all uniforms and equipment as prescribed by the Chief, to all Employees of the Truro Police Department. In addition, each full time Employee shall receive the sum of Five hundred and ninety-nine (\$599.00) dollars per year for the purpose of cleaning said uniforms. This money is to be paid in two (2) equal installments. The first installment to be paid on the first payday in December, the second installment to be paid on the last payday in June.

SECTION 2. All uniforms supplied after July 1, 1997 shall be of materials that do not require professional dry cleaning services.

ARTICLE 27: PRISONER TRANSPORTATION

The Chief or Chiefs designee will assign two (2) Officers for the purpose of transporting a prisoner(s) from one facility to another, when one of said facilities is situated off Cape Cod. In the event both facilities are situated on Cape Cod, the Chief or Chiefs designee shall use their discretion as to the assignment of Officers. All prisoners shall be transported in vehicles under the control of the Truro Police Department or other law enforcement agencies.

ARTICLE 28: TRAVEL REIMBURSEMENT

Travel and related expenses shall be reimbursed in accordance with the Selectmen's Travel Reimbursement policy. The Town will not reimburse any expenses incurred for the purchase of alcoholic beverages, tobacco products or lottery tickets.

The Town will not reimburse any travel expense unless such travel has been approved by the Chief of Police.

ARTICLE 29: PROMOTIONS

SECTION 1. Whenever the Town Manager deems there is a vacancy for the rank of Sergeant, it shall be filled within six (6) months from the time the position first is declared vacant. Said position shall be filled as outlined in Section 2.

SECTION 2. The following shall be the qualifications for promotion to the rank of Sergeant:

- a. Five (5) years as full time police officer for the Truro Police Department;

- b. Upon promotion, or prior to, pass any and all MPTC requirements for said position.
- c. The Town of Truro may substitute qualifications and training in place of years of service. Training and qualifications may consist of, but not limited to, prior investigative venues or policing experience, or experience within the department that would demonstrate the skills necessary to perform the required functions of the position.
- d. Whenever an officer is eligible for promotion to the rank of Sergeant, they may be required to take part in a structured promotional process as determined by the Chief of Police. Said process may include written testing, and oral interview panel, and consideration of the officers' training, experience, seniority, and past evaluations. The Chief of Police shall have the option to select from the top three (3) candidates for each available position.
- e. While every effort will be made to promote from within the Department, the Chief of Police may recommend to the Town Manager that selection of a police sergeant may require a search for candidate(s) outside of the Truro Police Department. If an outside search is authorized by the Town Manager, then any selected police sergeant shall meet the qualifications set forth in this section.

SECTION 3. An Acting Sergeant may be appointed by the Town Manager upon recommendation of the Chief and may be assigned by the Chief for a period not to exceed six (6) months.

SECTION 4. When filling the position of Lieutenant, every effort will be made to promote from within the department.

SECTION 5. The following shall be the qualifications for the position of Communications Supervisor:

- a. Five (5) years' experience with the Communications Division of the Truro Police Department
- b. APCO certified as a Public Safety Telecommunicator of equivalent

- c. EMD certified
- d. Be recommended by the Chief

SECTION 6. Whenever the Town Manager deems there is a vacancy for the position of Master Patrolman, it shall be filled within six (6) months of the date that the Town Manager deems that filling the position is necessary. A Master Patrolman falls under the Sergeant and above the Patrolman/Officer in the chain of command. For appointment to Master Patrolman, the following qualifications shall be required:

- a. Three (3) years as a full time police officer for the Truro Police Department. The Town of Truro may substitute qualifications and training in place of years of service, which may consist of prior investigative or policing experience or demonstrated competence in the skills necessary to perform the required functions of the position.
- b. Any officer that is eligible for appointment to Master Patrolman, may be required to take part in a structured appointment process as determined by the Chief of Police. Said process may include written testing, an oral interview panel, and consideration of the officers' training, experience, seniority, and past evaluations. The Chief of Police shall have the option to select from the top three (3) candidates for each available position.

ARTICLE 30: TRAINING

SECTION 1. All Officers shall complete or have satisfactorily completed a course of study at a regional or municipal police training school certified by the Massachusetts Police Training Committee (MPTC), prior to being assigned to any duties or assignments with the Truro Police Department. Reserve Intermittent Officers shall be guided and utilized according to a policy (TPD 2-8) developed by the Chief of Police. Said Policy shall be subject to any statutory bargaining obligations relative to such use or implementation.

SECTION 2. All full and part-time Employees shall complete a Field- Training Program prior to being assigned to their duties. The administration of this program shall be guided by a Field Training Officer (FTO) Program Policy (TPD 8-3) under the direction of the Chief of Police. Said policy shall be developed by the Chief of Police and be subject to statutory bargaining obligations relative to such use of implementation.

SECTION 3. All Officers in Charge (OIC) shall be trained and guided by an OIC policy prior to being assigned to their duties. The administration of this program shall be guided by the Officer in Charge Policy (TPD 1-3) under the direction of the Chief of Police. Said policy shall be developed by the Chief of Police and be subject to any statutory bargaining obligations relative to such use or implementation. The Officer-in-Charge (OIC) designation as set forth in this agreement shall be in effect until the establishment and staffing of the Master Patrolman position within the Truro Police Department. Once a Master Patrolman appointment has been made, then the Officer-in-Charge (OIC) designation shall refer only to those officers who have at least two (2) years of continuous policing experience who have demonstrated sufficient knowledge and proficiency of the Truro Police Department Rules, Regulations and Procedures, as well as Local Bylaws and General Laws of the Commonwealth to work independently for an entire work shift.

ARTICLE 31: INJURY IN THE LINE OF DUTY AND LIMITED DUTY

SECTION 1. Telecommunicators: Whenever a Telecommunicator, is incapacitated for duty because of an injury or illness arising out of and in the course of employment, time absent shall not be deducted from the Telecommunicator's sick leave credits and the salary or wage paid to such Telecommunicator during such absence shall, for a period not to exceed six (6) months, be at the Telecommunicator's regular rate of compensation less any payment received from Worker's Compensation or any other insurance paid by the

Town, except for that paid as compensation for medical expenses. The following procedures for Telecommunicators shall apply at the expiration of the six (6) month period noted herein.

A Telecommunicator receiving Worker's Compensation may be requested by the Employer to submit to a medical examination by a registered physician furnished and paid for by the Employer. The Telecommunicator may have a physician provided and paid for by him/her at the examination. It is the duty of the Employer to file a copy of the report with the State Department of Industrial Accidents when such report is to be used as a basis for an order.

If the medical report provides that the Telecommunicator is capable of returning to the job held at the time of injury, or to light duty consistent with the Telecommunicator's physical or mental condition, as reported by said physician, the employer may take steps consistent with MGL. c152 to modify or terminate the worker's compensation benefits.

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

SECTION 2. Officers: Whenever an officer is incapacitated for duty because of injuries sustained in the performance of his/her duty without fault of his/her own, he/she shall promptly notify the Chief, or such person as the Chief shall designate. Except as specified herein, on duty injuries shall be handled by the parties in accordance with MGL Ch. 41, S. 111 F

SECTION 2.1 An Officer receiving line of duties injury benefits under MGL Ch. 41, S. 111 F, who is certified by a Town designated physician (at the Town's expense) to be able to return to full duty, or to be able to perform limited duties, may be required by the Chief, in accordance with the procedures outlined herein, to either return to full duty or perform limited duty, as appropriate.

SECTION 2.2 (a) If, upon notification from the Chief, an Officer disagrees with the Town designated physician's determination that the Officer may be returned to full duty or assigned to limited duty, the Officer may be examined by a physician of his/her selection (at his/her expense) as expeditiously as possible. An Officer who disagrees with the determination of the Town's physician must notify the Chief, within five (5) days of his/her receipt of the Chief's notification, that he/she intends to be examined by a physician of his/her selection. The Officer's physician shall notify the Chief in writing of his determination

of the Officer's fitness to return to full duty or to perform limited duty as soon as possible after such examination, and in any event, in less than seven (7) days.

(b) If the report of the Officer's physician supports either a return to full duty or the assignment of limited duty, the Officer shall forthwith report for appropriate duty. Failure to report may result in disciplinary action.

(c) If the report by the Officer's physician does not support either a return to full duty or the assignment of limited duty, the Officer shall be examined by a neutral physician who is a specialist in the area of the Officer's injury. The Town's physician and the Officer's physician shall designate the neutral physician jointly as soon as practicable under the circumstances. The two (2) physicians shall endeavor to designate a neutral physician capable of examining the Officer within seven (7) calendar days of his/her designation as neutral physician. The costs of the neutral physician shall be borne equally by the Town and the Officer.

(d) If the report of the neutral physician supports either a return to full duty or the assignment of limited duty, the Officer shall forthwith report for appropriate duty, and failure to report may result in disciplinary action. If the report does not support either a return to full duty or the assignment of limited duty, the Officer shall remain on injured on duty status under either MGL Ch. 41, S. II IF.

(e) Each physician who administers an examination under this procedure shall be provided, by the Town, a sufficiently detailed description of the physical requirement of the task(s) to which the Officer shall be assigned if returned to full duty or assigned to limited duty. Each physician who determines that an examined Officer is capable of being assigned to limited duty, but is not capable of a return to full duty, shall be required to specify in his/her report which, if any, limited duty task(s) the examined Officer is capable of performing, and the recommended number of hours per day and per week that the Officer may be assigned to limited duty.

(f) If it is determined that the Officer is incapable of a return to full duty or the assignment of limited duty, the Town may reasonably require re-examination consistent with prior medical examinations.

SECTION 3. Limited duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with the employee's physical limitations/medical diagnosis (including pregnancy) including, but not limited to the tasks listed below:

- General clerical work
- Supervision
- Training
- Court work
- Public relations
- Other limited tasks agreed upon by the Chief and the Federation
- Dispatching by qualified individuals
- Investigative assistance
- School related work
- Administrative work

SECTION 4. It is understood by the parties that an employee will not be required to report for limited duty and sit idly if there is no legitimate limited duty work available.

SECTION 5. The Town agrees that an employee who works less than a full week of limited duty shall be considered to be on injured on duty status for that portion of the regular workweek during which the employee does not perform limited duty, and the employee shall be paid for such time in accordance with MGL Ch. 41, S. 111F.

SECTION 6. Employees assigned to limited duty shall be assigned to a shift consistent with other departmental assignments.

SECTION 7. Employees who are out on injured duty leave shall accrue benefits as follows:

Sick Leave: An employee on IOD stops earning sick leave when placed on IOD.

Holidays: An employee on IOD continues to receive holiday benefits as provided for under Article 20 of this Agreement.

Vacation: An employee on IOD stops accruing vacation time when placed on IOD.

Longevity Bonus: An employee on IOD continues to receive a longevity bonus as provided for under Article 23 of this Agreement.

Incentive Pay: An employee on IOD continues to receive Incentive Pay as provided for under Article 24 of this Agreement.

ARTICLE 32 SENIORITY

SECTION 1. Seniority shall mean an Employee's length of continuous service, within the Employee's classification, with the Employer since the Employee's latest initial date of continuous employment. A seniority list shall be established and posted in a conspicuous place within the police station. This list shall be furnished annually on July 1st by the Chief and updated upon written request by the Federation.

SECTION 2. Seniority shall not be affected by vacations, sick leave, military leave, injury time sustained in the line of duty, unlawful suspension, or any other leave of absence agreed upon between the Employer and the Employee. Badge numbers shall be assigned with the lowest number to the most senior officer.

SECTION 3. A chain of command within the department shall be established by the Chief and posted in a conspicuous place within the police station.

ARTICLE 33 JOB SECURITY

SECTION, 1. Sergeants, Master Patrolmen, Officers, Detective, and Telecommunicators, having completed a probationary period of twelve months, within their classification, from the time of appointment to the police department or having been promoted to a higher rank and having received a satisfactory recommendation from the Chief and the Town Manager, shall be appointed to a permanent position and have tenure within their classification. Tenure being defined as, no longer being a probationary Employee.

SECTION 2. Any Employee whose position is abolished because of lack of money or abolition of position, shall be separated from service by rank and grade and be reinstated therein in the same position as that formerly held by them according to their seniority in the department, so that the senior Employees in length of service shall be retained the longest and reinstated first, provided, however, that such reinstatement is made within a period not exceeding three (3) years after the date of separation.

SECTION 3. Before any action is taken to effect such separation from service of any Employee, four (4) weeks written notice shall be given.

SECTION 4. If before action is taken to effect such separation, and within said seven days, an Employee files the Employee's written consent with the appointing authority, that employee shall be demoted to the next lower grade or rank in succession, if in such lower rank or grade there is any Employee junior to that Employee in length of service.

SECTION 5. As soon as a position or money is available, Employees so demoted shall be restored to the rank and grade formerly held by them, according to their seniority.

ARTICLE 34: COMPLAINTS AGAINST AN EMPLOYEE

SECTION 1. All written complaints against an Employee shall be investigated by the Lieutenant. Upon completion of the investigation, a report shall be submitted to the Chief for review. After said review, a copy of the report and complaint and report shall be presented to the Employee.

ARTICLE 35: DISCIPLINARY ACTION

SECTION 1. Disciplinary action may be imposed on an Employee for failing to fulfill the Employee's responsibilities as an Employee as referred to in Massachusetts General Laws and/or departmental regulations.

Any disciplinary action or measure imposed upon an Employee may be processed through the regular grievance procedure. If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee in public.

SECTION 2. The Employer shall not discharge any Employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the Employee involved will be suspended for five (5) days. The Employee and the Federation President will be notified in writing that the Employee has been suspended and is subject to discharge.

The Federation shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and may advance through the arbitration step if necessary.

An Arbitrator's remedial power in the case of unjust suspension or discharge shall include, but not be limited to, reinstatement of all other rights and conditions of employment.

SECTION 3. In the event that an employee is discharged, said employee shall be served with a written statement, detailing the following:

- a. The reason for said dismissal,
- b. The effective date of said dismissal,
- c. The status of fringe and retirement benefits, and
- d. The content of the employee's employment record relating to the dismissal.

ARTICLE 36: GRIEVANCE PROCEDURE

A grievance between the parties which involves interpretation or application of the express terms of this agreement, disposition of which is not provided for in a law, rule or regulation, shall be settled in the following steps as outlined below:

STEP 1. The aggrieved Employee, with or without Federation representation or the Federation itself, on behalf of its membership, shall present the grievance in writing within thirty (30) days, of the incident upon which the grievance is based, to the Chief. The Chief shall adjust the grievance at once or within three (3) days, excluding Saturdays, Sundays or holidays, schedule a hearing to hear the matter.

STEP 2 If no satisfactory resolution is forthcoming from the Chief within five (5) days, excluding Saturdays, Sundays and Holidays, after said hearing the Employee may appeal in writing to the Town Manager. The Town Manager shall schedule a hearing with the Employee and the Employee's representative, if any, within ten (10) working days, excluding Saturdays,

Sundays and Holidays. The Town Manager shall respond in writing within ten (10) working days, excluding Saturdays, Sundays and Holidays.

STEP 3 If the grievance has not been settled by Step 2, either party may refer it to arbitration within fifteen (15) days of the disposition of the Step 2. If an Arbitrator cannot be agreed upon, the parties shall submit the matter to the American Arbitration Association for selection in accordance with their procedures except where otherwise provided in this agreement.

The Arbitrator's decision shall be supported by substantial evidence found in the record as a whole. The decision shall be in writing with a full statement of findings and reasons. The decision of the Arbitrator shall be final and binding on the parties; provided that the Arbitrator shall have no power to modify, amend, or alter this agreement. The expense of arbitration shall be borne equally by the parties.

STEP 4 If the aggrieved matter is on a decision by the Chief, then the Employee has the right to bypass Step I and proceed directly to Step 2. By agreement of both parties, a meeting shall be held at any step of the grievance procedure. If a meeting is held, the time limitation for answering the grievance will be from the date of the meeting. By mutual agreement the time limits in the grievance procedure may be extended.

RECORDS In order to protect the individual or collective rights of members who are the subject of a grievance, or involved in an issue that is grieved, all materials relevant to that grievance investigation shall be kept strictly confidential and under lock and key by the Chief of Police and the Federation President. Both parties may not divulge any information concerning the aforementioned to any party unless specifically authorized by law, or by express authorization from the persons involved.

ARTICLE 37: LEAVE OF ABSENCE

Leave of absence may be granted to an Employee but in any event shall be granted for the following reasons:

SECTION 1. Military Leave. Military leave of absence with full pay, not to exceed twenty (20) days per Town fiscal year, for days on military duty.

SECTION 2. Family and Medical Leave Act The Town is committed to following the Federal Family and Medical Leave Act (FMLA), as the same may be amended from time to

time. The FMLA year shall be calculated on a 12 month period measured on a backward basis. Employees shall be required to use any accrued and available paid leave concurrently with the FMLA leave.

SECTION 3. Small Necessities Leave Act

Employees who are eligible for twenty-four (24) hours leave pursuant to the Small Necessities Leave Act (G.L. Chapter 149, Section 52D) must substitute any accrued paid vacation leave or personal leave for any of the leave provided under the Act.

To be entitled to leave employees must provide notice to the Department Head as follows:

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

Employee's Certification

I certify that on _____ I will/did take _____ hours of leave

for the following purpose:

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

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

_____ To accompany an elderly relative to routine medical or dental appointments or

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

Employee's Name: _____ Date: _____

SECTION 4. Full-time Employees may apply for a leave of absence without pay when the Employee has completed the probationary period. Requests shall be based upon

good and sufficient reason, must be in writing to the Chief or the Chiefs designee, and shall be subject to the approval of the Town Manager.

SECTION 5. Leaves of absence shall not be granted for more than six (6) months, but upon approval of the Town Manager, such leaves may be extended in additional increments up to six (6) months, but not normally to exceed twelve (12) months in the aggregate; or in accordance with the U.S. Employment and Reemployment Rights Act (USERRA) Title 38 USC Ch. 43 for military duty.

SECTION 6. Employees granted a leave of absence without pay will not accrue credit for sick, vacation or other types of paid leave. Employees may continue in various Town insurance programs by paying the full cost themselves.

ARTICLE 38: FITNESS STANDARDS

The parties acknowledge that the health and physical fitness standards and regulations set forth in M.G.L. C.31 § 61A are applicable to all officers covered by this agreement who were appointed after November 1, 1996.

Such officers are required to maintain their health and physical fitness at a level which meets the standards and shall undergo medical and physical fitness examinations (hereinafter, "in-service examinations") as required by M.G.L. C.31 § 61A.

The Federation agrees to allow the Chief access to the results of such in-service examinations. The Town agrees to provide the officer involved with copies of any and all documents obtained.

ARTICLE 39: ACADEMY COST ABATEMENT

All Officers attending a full time police academy while employed with the Town of Truro shall participate in the Academy Cost Abatement Program. The administration of this program shall be guided by the Academy Cost Abatement Program (TPD 2-21) under the direction of the Chief of Police. Said policy shall be developed by the Chief of Police and be subject to any statutory bargaining obligations relative to such use or implementation.

ARTICLE 40: PERFORMANCE EVALUATION

Annually in the month of June a performance evaluation shall be conducted on each employee in accordance with the Employee Performance Evaluation Policy of the Truro Police Department.

ARTICLE 41: STABILITY OF AGREEMENT

- a. This agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiations. Anything not specifically in this agreement is not a part of the agreement unless incorporated by reference.
- b. Any agreements, practices, benefits, privileges, or understanding, oral or written, made prior to January 1, 2001, benefiting an employee or employees covered by this Agreement shall remain in full effect unless and until a provision of this Agreement, a grievance, Act of Legislature, decision of the Court, or negotiated or bargained agreement, practice, privilege, or understanding, either changes or contradicts that which is already in place. After January 1, 2001, all agreements, practices, benefits, privileges, or understandings, benefiting an employee or employees covered by this contract shall not be controlling or in any way effect the relations between the parties unless and until such agreements or understanding have been reduced to writing and duly executed by both parties.
- c. The failure of the employer or the Federation to insist, in any one or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Federation to future performance of any such term or condition and the obligations of the Federation and the Employer to such future performance shall continue in full force and effect.
- d. No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Federation and the Town Manager or its designee.
- e. Should any provision of this Agreement or any supplement thereto become invalid by an Act of the Legislature or decision of a Court or tribunal of competent jurisdiction, or if

compliance with enforcement of any such provisions should be restrained by court, all other provisions of this Agreement and any supplement thereto shall remain in force



ARTICLE 42: SIGNATURE PAGE

We, the undersigned, on behalf of the Town and the Federation,
do hereby accept and approve this agreement attached,

Truro Police Employee's Federation

Steve Raneo - President

Martha Wheeler - Negotiator

Jacquelyne Mastrianna - Negotiator

Town of Truro

Robert Weinstein – Chairman
Board of Selectmen

Maureen Burgess – Vice Chairman
Board of Selectmen

Janet Worthington – Board of Selectmen

Paul Wisotzky – Board of Selectmen

Kristen Reed – Board of Selectmen

Rae Ann Palmer, Town Manager

Jamie Calise, Chief of Police

Appendix A - Article 12 Compensation

FY 2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant		36.31	37.04	37.78	38.54	39.30
Master Patrolman		32.17	32.50	32.83	33.49	34.16
Patrolman		27.98	28.98	29.94	30.90	31.85
Student /Reserve Officer	27.04					
Admin Assistant	27.69	28.83	29.68	30.58	31.50	32.44
Comm Supervisor	27.30	28.59	29.45	30.33	31.24	32.18
Tele Comm	24.20	24.95	25.69	26.50	27.22	27.98
PT (w/o reg sched) Tele Comm	24.20	24.95	25.69	26.50	27.22	27.98
Matron	24.20					

FY 2020

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant		37.04	37.78	38.54	39.31	40.09
Master Patrolman		32.81	33.15	33.49	34.16	34.84
Patrolman		28.54	29.56	30.54	31.51	32.49
Student /Reserve Officer	27.58					
Admin Assistant	28.24	29.41	30.27	31.19	32.13	33.09
Comm Supervisor	27.85	29.16	30.04	30.94	31.86	32.82
Tele Comm	24.69	25.45	26.21	27.03	27.77	28.54
PT (w/o reg sched) Tele Comm	24.69	25.45	26.21	27.03	27.77	28.54
Matron	24.69					

FY 2021

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant		37.78	38.53	39.31	40.09	40.89
Master Patrolman		33.47	33.81	34.16	34.84	35.54
Patrolman		29.11	30.15	31.15	32.14	33.14
Student /Reserve Officer	28.13					
Admin Assistant	28.81	29.99	30.88	31.82	32.77	33.75
Comm Supervisor	28.40	29.75	30.64	31.56	32.50	33.48
Tele Comm	25.18	25.96	26.73	27.57	28.32	29.11
PT (w/o reg sched) Tele Comm	25.18	25.96	26.73	27.57	28.32	29.11
Matron	25.18					



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: February 26, 2019

ITEM: Preliminary Warrant Article List

EXPLANATION: Attached for review and discussion by the Board is the draft list of articles for the April 30, 2019 Annual Town Meeting Warrant. The deadline for money articles has passed (February 8, 2019) and the deadline for submission of non-monetary articles is March 1, 2019 at 4:00 pm. To date, four petitioned articles have been submitted. Please advise if there is something not included or something that you have questions about. Warrant preparations are currently underway.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: None required—for discussion.

ATTACHMENTS:

1. Draft list of proposed 2019 Annual Town Meeting Warrant Articles

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TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: February 26, 2019

ITEM: Set 2019 Rental Registration Fee

EXPLANATION: As discussed at the previous Board of Selectmen meeting, the rental registration must be set for the coming year in accordance with the Town's General Bylaw. At last meeting the possibility of eliminating the fee was considered. The Board requested information on the amount of revenue that would be lost if the fee was eliminated. Last year's rental registration revenue was \$78,400. Since the Department of Revenue will not allow Towns to anticipate revenue from the short term rental tax when setting the tax rate, I would recommend that we continue the same fee this summer and revisit the issue after we have experience with the new short term rental tax.

FINANCIAL SOURCE (IF APPLICABLE): This is a revenue item.

IMPACT IF NOT APPROVED: The Licensing Department will not be able to process any Rental Registrations for the 2019 Season.

SUGGESTED ACTION: *MOTION TO approve the 2019 Rental Registration fee of \$200.00.*

ATTACHMENTS:

1. 2019 Application for Certificate of Seasonal Rental Registration
2. Truro General Bylaws, Chapter II, Section 1

APPLICATION FOR CERTIFICATE OF SEASONAL RENTAL REGISTRATION

Please print clearly. Complete entire application. Incomplete application will be returned.

Dear Property Owner: Below is an application for compliance with the Renting or Leasing Buildings Bylaw (*GNL BYLAW, Ch II, §1*). **Rental Registration** is applicable if you are renting your house or any portion thereof for 120 days or less. In addition to generating revenue for essential town services, this bylaw allows the Town of Truro to control access to the limited parking available at the town beaches and affords the opportunity to restrict the sale of beach parking permit stickers to Truro property owners, residents, and their authorized renters and guests. The Rental Registration fee of **(\$200.00)** was approved by the Board of Selectmen at a duly held meeting on February 26, 2019.

Upon receipt of your Rental Registration application, your property will be registered with the Town and your Rental Registration information will be emailed to the Beach Department. Rental Registrations will only be registered with the Beach Department when payment of cash, check, or charge (if paying in person or over the phone) is received for the full fee amount. For your convenience, please see the attached Non-Resident Beach Parking Permit Application for your renters.

You may register your property by mail, in person at the Selectmen’s Office at Truro Town Hall, or by emailing ntudor@truro-ma.gov, nscoullar@truro-ma.gov, or esturdy@truro-ma.gov

Property Owner(s): _____ Street Address: _____
Name/Trust Name Rental Location

Mailing Address _____
PO Box Town/City State Zip Code

Phone Number & Email: _____ / _____ / _____
Primary Alternate Email Address

Rental Timeframe (Example June 1 – Aug. 31): _____

Emergency Contact Information provided to the Renter

Name: _____
Emergency Contact Phone Number

The total square footage of each bedroom **MUST be included to determine the number of people the building can legally accommodate:**

(#1) _____ (#2) _____ (#3) _____ (#4) _____ (#5) _____
 (#6) _____ (#7) _____ (#8) _____ (#9) _____ (#10) _____

NUMBER OF PERSONS THE DWELLING CAN LEGALLY ACCOMMODATE PER MA. STATE SANITARY CODE 105 CMR 410.000 (This figure will be filled out and returned to applicant) _____

I hereby certify that I, the undersigned, am the owner/agent of the above referenced Truro property; that I do lease or rent this property on a seasonal basis, that all taxes, fees, assessments, betterments or other municipal charges are not in arrears for more than a twelve-month period, and that the above statements are true to the best of my knowledge.

Signature: _____ Date: _____

RENTAL REGISTRATION FEE: **\$200.00** PAYABLE TO “TOWN OF TRURO”

CHAPTER II LICENSING AND PERMITS

Section 1 RENTING OR LEASING BUILDINGS

- 2-1-1 Unless a building is otherwise licensed, it may not be leased or rented residentially for any period of one hundred twenty (120) or fewer days until the building or appropriate portion of it has been registered with the Licensing Agent. (Separate rental or lease periods totaling more than one hundred twenty (120) days in any calendar year will not excuse compliance with this Bylaw if any single rental or lease period is one hundred twenty or fewer days in length.) The rental or lease of summer homes is the principal, but not exclusive, subject of this Bylaw.
- 2-1-2 The Town's Licensing Agent shall determine the number of persons that the premises can legally accommodate and shall issue a certificate of registration of the premises. The Licensing Agent will follow the Board of Health regulations and the Board of Health's bedroom count in such determination. The certificate shall be posted conspicuously on the registered premises and reflect this number.
- 2-1-3 Every property owner who offers registered living accommodations for rent shall have available, when absent, an agent authorized to act in case of an emergency that endangers the property or the welfare of any person on the premises. Failure to provide the services of a competent person to act in an emergency shall be deemed sufficient cause, upon an Order of Violation from the Licensing Agent for a fine and/or for the revocation or suspension of the certificate of registration, as described in Appendix A of this document.
- 2-1-4 Any building or portion thereof which must be registered in accordance with this Bylaw must be so registered each year, and a fee may be charged for this registration. This fee shall be fixed annually by the Board of Selectmen, and the amount of this fee shall bear a reasonable relationship to both the cost of administering the rental registration program and the benefits conferred upon the property owners and the tenants.
- 2-1-5 The tenant occupying a portion or all of a building registered in accordance with the provisions of this Bylaw shall be eligible to park at all Town beach parking lots, including those available only to holders of a resident's beach sticker, and shall be eligible for a beach parking sticker at a non-resident's rate. Regardless of the length of their occupancy, such tenants shall become eligible for off-road vehicle (ORV) permits at non-resident rates, and they shall also become eligible for transfer-station stickers at non-resident rates.
- 2-1-6 The funds generated by the rental registration fees shall be available generally to defray the costs of registration record keeping, the administration of the beach program, the maintenance and improvement of Town beaches and parking lots, the installation of signs, the furnishing of sanitary facilities, the provision of facilities for the physically handicapped, and the supply and operation of associated amenities.
- 2-1-7 Failure to comply with any section of this Bylaw shall subject the owner to a fine for each offense as described in Appendix A and loss of rental certificate.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: February 26, 2019

ITEM: Referral of Accessory Dwelling Unit Bylaw Petitioned Article to Warrant

EXPLANATION: Attached for your review is a citizen-petitioned article amendment to the Accessory Dwelling Unit Zoning Bylaw received on February 20, 2019. Certification of signatures is in process. The referral process for the zoning amendment requires the Board to refer the amendment to the Planning Board for Public Hearing.

FINANCIAL SOURCE (IF APPLICABLE):

IMPACT IF NOT APPROVED:

SUGGESTED ACTION: *Motion to refer the certified petitioned amendment to the Accessory Dwelling Unit Bylaw to the Planning Board for Public Hearing.*

ATTACHMENTS:

1. Proposed Amendment to Section 40, Special Regulations, §40.2 Affordable Accessory Dwelling

ARTICLE XXX: AMEND SECTION 40, SPECIAL REGULATIONS, §40.2 AFFORDABLE ACCESSORY DWELLING UNIT BY DELETING IN ITS ENTIRETY AND REPLACING IT WITH NEW LANGUAGE To see if the town will vote to amend Section 40, Special Regulations, §40.2 Affordable Accessory Dwelling Unit, by deleting the language in bold strike through, adding the red lettered wording and enumerate the bylaw correctly accordingly

§40.2 Accessory Dwelling Unit

A. The purposes of this bylaw are to:

1. Increase the number of moderately priced, year-round rental dwelling units in Truro;
2. Encourage a more economical and energy-efficient use of the Town's housing supply; and
3. Provide homeowners with a means of obtaining rental income to defray housing costs.

B. Requirements

1. One Accessory Dwelling Unit (ADU) per buildable lot may be allowed in any zoning district by obtaining an ADU Permit ~~from the Planning Board~~.
2. An ADU may be established within or attached to a principal dwelling, principal structure, or accessory structure, or constructed as a detached unit, and must be located on the same lot as the primary dwelling.
3. The ADU must be in conformity with the State Building Code, Title V of the State Sanitary Code and all applicable town health, building, zoning and other local laws and regulations.
4. An ADU within or attached to a principal dwelling, principal structure or accessory structure that is a pre-existing nonconforming use or structure shall not increase any existing nonconformity or create a new nonconformity without first obtaining a Permit or Variance, respectively, from the Zoning Board of Appeals.

C. ADU Permit Criteria

1. The ADU shall be a complete, separate housekeeping unit containing both kitchen and sanitary facilities.
2. The ADU shall not contain more than one thousand (1,000) square feet nor less than four hundred (400) square feet of Gross Floor Area as that term is defined in Section II of this Zoning By-law. Once an ADU has been added to a dwelling, structure or lot, the ADU shall not be enlarged beyond the square footage specified in the permit granted pursuant to this section without first obtaining a subsequent permit ~~from the Planning Board~~, and in no case shall an ADU be permitted to exceed the square footage allowed by this section.

3. At least **two (2)** off street parking spaces in addition to parking otherwise required for the property is required for an ADU.
4. An ADU shall be clearly subordinate in use, size and design to the principal dwelling ~~or structure, considering the following: building architectural details, roof design, building spacing and orientation, building screening, door and window size and location, and building materials. When accessory to a principal dwelling, the intent is to retain the appearance of a single-family dwelling and the privacy of abutters.~~
5. The principal dwelling and ADU and lot on which they are located shall remain in common ownership, and shall not be severed in ownership, including that the lot, buildings or units thereon shall not be placed in a condominium form of ownership.
6. Either the ADU or the principal dwelling on a lot with an ADU must be leased for a term of at least twelve (12) months. Rental of said unit for a period of less than twelve (12) months (including, but not limited to, seasonal rental and rental through vacation rental services and websites) is prohibited. Proof of year-round rental shall be provided annually to the Building Commissioner by the owner in the form of a lease and a signed affidavit from both the owner and renter stating the unit is being rented accordingly and is used as a primary residence.
7. ADUs permitted under this section shall be inspected annually or as frequently as deemed necessary by the Health and Building Departments for compliance with public safety and public health codes. The owner of the property shall be responsible for scheduling such inspection and shall pay any applicable inspection fees.

D. Procedure

1. Each application for a Permit shall be filed by the Applicant with the ~~Town Clerk~~ Building Inspector consisting of:
 - a. ~~An original and 14 copies of the Application for ADU Permit;~~
 - b. ~~15 copies of the required plans and other required information under §40.2;~~
 - c. Applicable filing fee;
 - d. ~~List of abutters obtained from the Truro Assessing Department~~
 - e. Site Plan or Site and Sewage Plan prepared by a registered professional engineer or registered sanitarian showing all property lines, existing and proposed structures on the parcel, and setbacks from roads and property lines for each structure. Building dimensions (height, stories, square footage) shall be shown on the plan.
 - f. Documentation of approval of the septic/wastewater treatment system from the Board of Health.
 - g. Building plans at a scale of no less than 1/8"= 1'-0", including floor plans and front, side and rear elevations of the ADU ~~and~~

~~principal dwelling or structure.~~

- h. Affidavit declaring that the ADU and/or principal dwelling to which it is accessory will be rented on a twelve month basis.
- 1. Documentation of approval, if applicable, from the Conservation Commission.
- J. Documentation of Special Permit or Variance, if applicable, from the Zoning Board of Appeals.

~~E—Public Hearing~~

- 1. ~~Upon receipt of the application by the Truro Town Clerk, the Planning Board shall hold a duly noticed public hearing within 65 days of said filing. The Board shall:~~
 - a. ~~Give notice by advertisement in a newspaper of general circulation in the Town of Truro, no less than ten (10) days before the day of such hearing; and,~~
 - b. ~~Give notice by posting such notice in a conspicuous place in the Town Hall for a period of not less than ten (10) days before the day of such hearing; and.~~
 - c. ~~Give notice by mailing a copy of such advertisement to abutters to the subject property, abutters to abutters within 300 feet of the subject property, and owners of properties across the street from the subject property.~~

~~F. Findings of the Planning Board~~

- 1. ~~The Planning Board shall grant an ADU Permit if it finds that the proposal complies with the provisions of this bylaw, §40.2, as amended. The concurring vote of four members of the Planning Board shall approve an ADU permit as submitted or with reasonable conditions. The Board shall deny the permit only if:~~
 - a. ~~The application is incomplete, and the applicant fails to complete the application within 21 days after written notice of the application's deficiencies, or~~
 - b. ~~The imposition of reasonable conditions will not ensure that the ADU will conform to the standards and criteria described herein, or~~
 - c. ~~The ADU does not comply with the requirements of the Zoning By-law.~~
- 2. ~~The permit decision is not appealable.~~

G. Penalty

Failure of the applicant to comply with any provision of this section or the Permit is punishable by a fine established in Section 60.1 of the Truro Zoning By-laws and shall entitle the **Planning Board**, Building Inspector **after notice and public hearing**, to revoke, modify or suspend the Permit. The Town shall be entitled to recover its litigation fees, including counsel fees, incurred in enforcement of this Bylaw.

H. Requirements for Tax Exemption

Qualifying ADUs permitted under this section are eligible to seek tax

abatement pursuant to Chapter I, Section 10 of the Truro General Bylaws,
Tax Exemption for Affordable Accessory Dwelling Units.

Planning Board Recommendation:

Board of Selectmen Recommendation:

***Comment:** This is a citizen petitioned article. This article was created to allow homeowners to build or convert an existing building to one (1) accessory dwelling unit on their property with the provision that it be rented year round as opposed to seasonally. ~~This will benefit the community by increasing the opportunities for young people to afford to live in town, enable elderly residents to downsize or rent a portion of their home and will help create a more well-rounded community. There is a segment of the community that earns more than allows them to qualify for affordable housing yet don't make enough to afford a home. This bylaw will allow residents to create opportunities for this segment of society to live in Truro.~~ This change will remove the planning board from the process, allowing property owners to build ADUs as a "by right" designation meaning if it fits on your property without infringing on other zoning or health regulations, you can proceed without hearings and additional costs associated with filings.*



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: February 26, 2019

ITEM: Referral of Amendment to Zoning Bylaws §30.8, SPECIAL PERMITS C. Petitioned Article to Warrant

EXPLANATION: Attached for your review is a citizen-petitioned article Amendment to Zoning Bylaws §30.8, SPECIAL PERMITS C. received on February 22, 2019. Certification of signatures is in process. The referral process for the zoning amendment requires the Board to refer the amendment to the Planning Board for Public Hearing.

FINANCIAL SOURCE (IF APPLICABLE):

IMPACT IF NOT APPROVED:

SUGGESTED ACTION: *Motion to refer the certified petitioned amendment to Zoning Bylaws §30.8, SPECIAL PERMITS C. to the Planning Board for Public Hearing.*

ATTACHMENTS:

1. Proposed Amendment to Zoning Bylaws §30.8, SPECIAL PERMITS C.

ARTICLE [No.]: Petitioned article to amend the Truro Zoning Bylaw,

To see if the Town will vote to amend Section 30.8, Special Permits, C. of the Truro Zoning Bylaw, by deleting the words crossed out and adding the words shown in bold underline below, or to take any other action relative thereto.

30.8 C. Special permits or variances may be approved only ~~after a finding by~~ **if** the Board of Appeals or Planning Board (as applicable, see use table) **finds** that the proposed use, **alteration, construction, or reconstruction** is ~~in the opinion of the Board~~ in harmony with the general public good and intent of this bylaw, **as set forth in § 10.2 (purpose). The Board shall make specific written findings of objective facts that clearly support the request for the special permit or variance and that demonstrate by clear and convincing evidence that the approval of the special permit or variance is in the public interest of the Town of Truro and not inconsistent with the purpose of this bylaw, which is to promote the health, safety, convenience, and welfare of the inhabitants of Truro; prevent the overcrowding of land; conserve the value of land and buildings; enable the protection of clean and adequate water supply; conserve natural resources; prevent blight of the environment; encourage the most appropriate use of land in Truro; and promote the implementation of the goals and policies of the Truro Local Comprehensive Plan. Since the granting of a special permit or variance is strictly discretionary the Board shall, in considering an application for a special permit or variance, give special and careful attention to the opposition of abutters who may be disadvantaged or harmed by the planned alterations or physical changes to the property. The Board shall include in its findings copies of all comments on the application timely received from abutters along with the Board's responses to each comment.** The approval shall be subject to any other applicable provision of this bylaw and the Board may impose conditions, safeguards, and limitations on time and use, which in the Board's opinion are necessary to comply with the intent and purpose of this bylaw.



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. Event Notification form for Permit for Organized Bike & Road Race; 35th Annual Cape Cod Getaway MS Bike Ride
2. Event Notification form for Permit for Organized Bike & Road Race; 35th Annual Autumn Escape Bicycle Trek, American Lung Association
3. Water Service Application for 402 Shore Road; Kevin Shea

B. Review and Accept Dalton Conservation Restriction 4 Pond Village Avenue

C. Review and Authorize Town Manager to sign Change Orders

D. Review and Approve Board of Selectmen Minutes: February 4, 2019 Budget Task Force, February 12, 2019



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on Behalf of the National MS Society

REQUESTED MEETING DATE: November 26, 2019

ITEM: Event Notification Form for MA DOT

EXPLANATION: The National MS Society is holding their 35th annual Cape Cod Getaway MS Bike Ride which will come through Truro on June 30th, 2019 between 8:00am-3:00pm. The riders will be using Route 6 only, with a rest stop at Truro Central School (approvals are in place). The Police, Fire, and Board of Selectmen typically sign the Event Notification Form which is then sent to MA DOT once the Town Manager approves/signs the Application for Permit for Organized Bike & Road Races. (both Fire and Police Chiefs have approved/signed)

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The organized bike ride would not be allowed through Truro.

SUGGESTED ACTION: *MOTION TO approve the Event Notification Form from the National MS Society to hold a bike trek which will come through Truro on June 30th, 2019 and authorize the Chair to sign.*

ATTACHMENTS:

1. Application from National MS Society



RCVD 2018JAN28 AM1106

ADMINISTRATIVE OFFICE

TOWN OF TRURO

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

December 20, 2018

Dear MS. Palmer,

We will be holding our 35th annual Cape Cod Getaway MS Bike Ride on June 29 and June 30, 2019. This two-day, 150-mile bicycle tour attracts 2100 cyclists, who ride from Quincy, Mass. to Provincetown, Mass. to raise funds to support the National Multiple Sclerosis Society.

We respectfully request the use of local and state roads in the town of Truro for the ride on June 30. I have enclosed cue sheets showing our proposed route. Cyclists will be instructed to ride single file, on the right side of the road, and to follow all vehicle laws, including stopping at red lights and stop signs.

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

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

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

Best Regards,

Austin Caudle
Event Manager
Promoter Line, Inc
4218 Gateway Dr, #140, Colleyville, TX 76034
817 557 1009 o / 817 557 6155 f / 903 316 7066 c
www.promoterline.com
austin@promoterline.com



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

RCUD 2019JAN28 am1108
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Applicant: Austin Caudle Email: [REDACTED]

Group Affiliation (If Any): National MS Society

Mailing Address: 4218 Gateway Dr, Suite #140 City: Colleyville State: TX Zip: 76034

Phone: 903-316-7066 Cell Phone: [REDACTED]

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

Streets &/or Roads to be Used:
RTE 6A and the Truro Central School

Date(s) and Hours Race/Event: 8AM-3PM Day: 6/30/2019

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.

Austin Caudle
Signature of Applicant

1/18/2019
Date

Action by the Town Manager : _____ Date: _____


_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved with the following reason(s): _____

Signature of the Town Manager : _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

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

EVENT NOTIFICATION FORM

Date: _____

National MS Society, Cape Cod Getaway – June 29 and 30, 2019

Dear Sir / Madam,

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

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

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

LOCAL POLICE DEPARTMENT

Signed: _____

Title: Chief

City/Town: Truro

FIRE DEPARTMENT

Signed: _____

Title: Fire Chief

City/Town: Truro

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____

Title: _____

City/Town: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979 WALTH	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Federal Insurance Company	NAIC # 20281
INSURED NATIONAL MULTIPLE SCLEROSIS SOCIETY GREATER NEW ENGLAND CHAPTER 101A FIRST AVENUE, STE 6 WALTHAM, MA 02451	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** [REDACTED] **REVISION NUMBER: 2**

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		[REDACTED]	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		[REDACTED]	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		[REDACTED]	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> N	N/A	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, BUT LIMITED TO THE OPERATIONS OF THE INSURED UNDER SAID CONTRACT, PER THE APPLICABLE ENDORSEMENT WITH RESPECT TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES.

CERTIFICATE HOLDER TOWN OF TRURO ATTN: GARY PALMER CHAIRMAN - BOARD OF SELECTMEN 24 TOWN HALL RD. 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---



		way Day 2							
Turn by turn		5:00:00	Start time	6:30:00 AM				20	8
Mile	Go	Turn Notes						Fastest	Slowest
0.4	0.4	Turn right onto Main St.						5:01:09	6:32:53
1.5	1.1	Turn left into Bourne Rotary						5:04:19	6:40:48
1.6	0.1	Take MA-28S to Bourne Bridge						5:04:36	6:41:31
2	0.4	Enter Bourne Bridge - stay in coned lane						5:05:46	6:44:24
2.8	0.8	At traffic circle, take 2nd exit onto Trowbridge Rd.						5:08:04	6:50:10
2.9	0.1	Turn right onto Veteran's Way/Freeman Rd.						5:08:21	6:50:53
3	0.1	Turn right onto Sandwich Rd.						5:08:38	6:51:36
3.2	0.2	Turn left onto Canal Service Rd.						5:09:13	6:53:02
7.7	4.5	Sandwich						5:22:11	7:25:26
8.5	0.8	Turn right onto Freezer Rd.						5:24:29	7:31:12
8.9	0.4	Turn left onto Tupper Rd.						5:25:38	7:34:05
9.3	0.4	Cross RTE 6A						5:26:47	7:36:58
9.8	0.5	Turn left onto Main St./RTE 130						5:28:13	7:40:34
11.2	1.4	Go under RT6						5:32:15	7:50:38
11.4	0.2	Turn left onto Service Rd.						5:32:50	7:52:05
12.8	1.4	Rest Stop 1 Cape Cod Rehab Hospital						5:36:52	8:02:10
13.4	0.6	Cross over Quaker Meeting House Rd.						5:38:36	8:06:29
15.6	2.2	Cross over Chase Rd.						5:44:56	8:22:19
16.2	0.6	Barnstable						5:46:39	8:26:38
18	1.8	Turn left onto RT149						5:51:50	8:39:36
18	0	At traffic circle, take 1st exit to Service Rd.						5:51:50	8:39:36
19.9	1.9	Cross over Oak St.						5:57:19	8:53:17
20.7	0.8	Continue onto Shootflying Hill Rd.						5:59:37	8:59:02
21.3	0.6	Turn right onto Iyannough Rd. Enter coned lane						6:01:21	9:03:22
21.7	0.4	Turn left onto Attucks Lane						6:02:30	9:06:14
22	0.3	Rest Stop 2 Clinical Research Center						6:03:22	9:08:24
22.3	0.3	Turn left onto Phinneys Lane						6:04:13	9:10:34
23.5	1.2	Continue onto Hyannis Rd.						6:07:41	9:19:12
24	0.5	Turn right onto Main St./RT6A						6:09:07	9:22:48
25.1	1.1	Cross Mary Dunn Rd.						6:12:17	9:30:43
26.2	1.1	Yarmouth						6:15:27	9:38:38
27.2	1	Strawberry Lane on left						6:18:20	9:45:50
29.4	2.2	Slight right onto Setucket Rd.						6:24:40	10:01:41
30.1	0.7	Cross over N. Dennis Rd.						6:26:41	10:06:43
30.4	0.3	Dennis						6:27:33	10:08:53
31.5	1.1	Cross over Old Bass River Rd.						6:30:43	10:16:48
32.1	0.6	Cross over RT 134						6:32:27	10:21:07
33	0.9	Brewster						6:35:02	10:27:36
33.1	0.1	Turn right onto Slough Rd.						6:35:20	10:28:19
34.8	1.7	Continue onto Depot St.						6:40:13	10:40:34
34.8	0	Harwich						6:40:13	10:40:34
35.4	0.6	Pass under RT6						6:41:57	10:44:53



way Day 2

Turn by turn		5:00:00	Start time	6:30:00 AM			20	8
Mile	Go	Turn Notes					Fastest	Slowest
35.8	0.4	Turn left onto Main St. - four way stop					6:43:06	10:47:46
36.1	0.3	Slight left onto Queen Anne Rd.					6:43:58	10:49:55
38.3	2.2	Turn left onto Pleasant Lake Ave.					6:50:18	11:05:46
38.5	0.2	Cross over RT6					6:50:53	11:07:12
40.1	1.6	Brewster					6:55:29	11:18:43
40.1	0	Turn right onto Cape Cod Rail Trail					6:55:29	11:18:43
42.8	2.7	Lunch - Stony Brook Elementary School					7:03:16	11:38:10
42.8	0	Turn left onto Cape Cod Rail Trail					7:03:16	11:38:10
44.4	1.6	Cross Millstone Rd.					7:07:52	11:49:41
45.1	0.7	Pass under RTE 6A					7:09:53	11:54:43
46.2	1.1	Orleans					7:13:03	12:02:38
46.6	0.4	Turn left to stay on Cape Cod Rail Trail/Skaket Beach Rd.					7:14:12	12:05:31
46.8	0.2	Turn left onto West Rd.					7:14:47	12:06:58
47	0.2	Turn right onto Skaket Beach Rd.					7:15:22	12:08:24
47.5	0.5	Turn left onto Rock Harbor Rd.					7:16:48	12:12:00
48	0.5	Turn right to stay on Rock Harbor Rd.					7:18:14	12:15:36
48.9	0.9	Turn left onto Bridge Rd.					7:20:50	12:22:05
49.1	0.2	Eastham					7:21:24	12:23:31
49.6	0.5	Right turn to stay on Bridge Rd.					7:22:51	12:27:07
50.5	0.9	Slight left onto Herring Brook Rd.					7:25:26	12:33:36
53.5	3	Continue onto Massasoit Rd.					7:34:05	12:55:12
54.3	0.8	Turn left onto Steele Rd.					7:36:23	13:00:58
54.9	0.6	Rest Stop 4 Cooks Brook Beach					7:38:07	13:05:17
55.4	0.5	Turn left onto Massasoit Rd.					7:39:33	13:08:53
56.3	0.9	Continue onto W Rd.					7:42:09	13:15:22
56.3	0	Wellfleet					7:42:09	13:15:22
56.8	0.5	Turn left onto RT 6 E. - use caution					7:43:35	13:18:58
59.2	2.4	Turn right onto Lecount Hollow Rd.					7:50:30	13:36:14
59.9	0.7	Turn left onto Ocean View Dr.					7:52:31	13:41:17
61.8	1.9	Slight left onto Long Pond Rd.					7:57:59	13:54:58
63.7	1.9	Turn right onto Lawrence Rd.					8:03:27	14:08:38
63.7	0	Rest Stop 5 Wellfleet Elementary School					8:03:27	14:08:38
63.9	0.2	Turn right onto RT 6					8:04:02	14:10:05
65.2	1.3	Truro					8:07:47	14:19:26
70.3	5.1	Rest Stop 6 Truro Central School					8:22:28	14:56:10
75.6	5.3	Provincetown					8:37:44	15:34:19
78.3	2.7	Turn left onto Shank Painter Rd.					8:45:30	15:53:46
78.4	0.1	Turn left onto Jerome Smith Rd.					8:45:48	15:54:29
78.4	0	Finish					8:45:48	15:54:29



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on Behalf of the American Lung Association

REQUESTED MEETING DATE: November 26, 2019

ITEM: Event Notification Form for MA DOT

EXPLANATION: The American Lung Association is holding their 35th annual Autumn Escape Bicycle Trek which will come through Truro on September 29th, 2019 between 8:30am-11:30am. The Police, Fire, and Board of Selectmen typically sign the Event Notification Form which is then sent to MA DOT once the Town Manager approves/signs the Application for Permit for Organized Bike & Road Races. (Both Fire and Police Chiefs have approved/signed.)

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The organized bike ride would not be allowed through Truro.

SUGGESTED ACTION: *MOTION TO approve the Event Notification Form from the American Lung Association to hold a bike trek which will come through Truro on September 29th, 2019 and authorize the Chair to sign.*

ATTACHMENTS:

1. Application from American Lung Association



TOWN OF TRURO

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

APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

RCVD 2019FEB25 PM0351
TOWN OF TRURO
ADMINISTRATIVE OFFICE

Applicant: Paul Curley Email: [REDACTED]

Group Affiliation (If Any): American Lung Association

Mailing Address: 260 w. Exchange St., Ste 102B City: Providence State: RI Zip: 02903

Phone: [REDACTED] Cell Phone: [REDACTED]

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.):

35th Annual Autumn Escape Bicycle Trek, 350 riders spaced out over a few hours, no

big groups, no food will be served and no parking is needed

Streets &/or Roads to be Used: route notes included, same route as last year

Date(s) and Hours Race/Event: Sept., 29, 2019 8:30 am - 11:30 am Day: Sunday

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

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

[Signature]
Signature of Applicant

1/31/2019

Date

Action by the Town Administrator : _____ Date: _____

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved with the following reason(s): _____

Signature of the Town Administrator : _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health/Conservation Agent Signature:  2/6/19 _____ Comments/Conditions: Permits/Inspections needed:	Building Commissioner Signature: _____ Comments/Conditions: Permits/Inspections needed:
Police Department Signature:  _____ Comments/Conditions:	Fire Department Signature:  _____ Comments/Conditions: <i>No issues</i>
DPW Signature:  _____ Comments/Conditions:	Harbormaster Signature: _____ Comments/Conditions:
Recreation and Beach Director:  _____ Comments/Conditions:	Other: _____ Comments/Conditions:

EVENT NOTIFICATION FORM

Date: February 26, 2019

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

Dear Sir:

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

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

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

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

LOCAL POLICE DEPARTMENT

Signed: _____
Title: Chief of Police
City/Town: Truro

FIRE DEPARTMENT

Signed: John Calkin
Title: Fire Chief
City/Town: Truro

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____
Title: _____
City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____
Title: _____
City/Town: _____

January 18, 2019

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

Dear Ms. Palmer,

The American Lung Association's 35th Annual Autumn Escape Bike Trek is set to take place **Friday, September 27, through Sunday, September 29, 2019**. The Autumn Escape Bike Trek, now in its 35th year, is a three-day event to raise funds to help further our mission *to save lives by improving lung health and preventing lung disease*.

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

I am contacting the Police Department and the Board of Selectmen/Town Manager for approval and recognition to pass through your town. Please sign this letter acknowledging your awareness of our event and return it the enclosed envelope no later than **March 1, 2019**. Your signature is necessary to obtain the appropriate State Highway Permits.

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

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

Sincerely,


Paul Curley - Route Manager

Authorized Signature

Please Print Name/Title

Date

Northeast Office Locations

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

Donor Relations Center

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

1-800-LUNGUSA | Lung.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2019

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.

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PRODUCER The Novick Group One Church Street Suite 400 Rockville MD 20850		CONTACT NAME: Ruth Spaid PHONE (A/C, No, Ext): (301) 795-6600 E-MAIL ADDRESS: rspaid@novickgroup.com FAX (A/C, No): (301) 795-6610																						
INSURED American Lung Association 55 W. Wacker Drive Suite 1150 Chicago IL 60601		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity	18058	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** GL pre renewal for 19-20 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket AI WOS <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		[REDACTED]	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Truro is an Additional Insured with respect to claims arising out of the operations of the Named Insured Autumn Escape Bike Trek from 09/27/19-09/29/19. NOTE: THIS POLICY EXPIRES BEFORE THE EVENT TAKES PLACE. IF THIS POLICY IS NOT RENEWED, SIMILAR COVERAGE WILL BE PLACED WITH ANOTHER CARRIER AND A REPLACEMENT CERTIFICATE ISSUED.

CERTIFICATE HOLDER Town of Truro 24 Town Hall Road Truro MA 02666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Go (Mile)	To (Mile)	Signs	Direction	Location (roads of travel in Bold)	Landmarks	Fastest	Slowest
Wellfleet							
3.6	15.9		right	onto Lecounts Hollow Road	exit Rail Trail	8:47	9:30
0.7	16.6	sign	left	onto Ocean View Drive			
1	17.6		right	into Parking Lot Rest Stop #2, White Crest Beach 592 Ocean View Dr., Wellfleet, MA 02667	rest rooms across street		
0	17.6		right	on Ocean View Dr toward Cahoon Hollow Rd			
1	18.5	sign	left	onto Long Pond Rd			
1.9	20.4	sign	right	onto Lawrence Rd	new for 2018		
0.2	20.6	lights	right	onto US-6 E	Caution heavy traffic		
1.7	22.3		straight	on US-6 E	town line	9:00	9:58
Truro							
5.7	28		right	onto South Highland Rd	sign for camping		
1.4	29.4	sign	left	onto Highland Rd			
0.7	30.1	sign	left	onto Ramp to Rt 6 East			
0.2	30.3		bear right	onto Rt 6 East	Caution heavy traffic		
0.3	30.6	sign	right	onto Head of the Meadow Rd			
1	31.6		bear left	onto Holden St			
0.1	31.7		straight	into Rest Stop #3, Beach Parking Lot 100 Head of the Meadow Rd., Truro, MA 02657		9:33	11:18
0	31.7		enter left	onto Head of the Meadow Bike Trail	narrow and bumpy in places		
2	33.7		left	onto High Head Road	dirt road		
0.3	34		bear right	on High Head Road	becomes paved		
0.2	34.2	ss	right	onto Rt 6 East	Caution heavy traffic		
1.7	35.9		straight	on Rt 6 East	town line	9:48	11:42
P-town							
2	37.9	lights	straight	on Rt 6 East	at Conwell/Race Point Road	9:54	11:54
0.7	38.6	BL - S	left	onto Shank Painter Rd			
0.1	38.7		left	onto Jerome Smith Rd	cemetery on left		
0.1	38.8		right	onto Winslow St	cemetery on left		
0.3	39.1		right	into Community Center 2 Mayflower St., Provincetown, MA 02657	Finish Day 3	10:00	12:00



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Health & Conservation

REQUESTOR: Emily Beebe, Health and Conservation Agent, on behalf of the Board of Health

REQUESTED MEETING DATE: February 26, 2019

ITEM: Municipal water service connection for 402 Shore Road; Kevin Shea, owner

EXPLANATION: This water service will replace/update the service formerly connecting the Fore and Aft cottages at this location. The plans showing this work have been approved by both the Board of Health and Conservation Commission.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: 402 Shore Road will not have water service

SUGGESTED ACTION: *Motion to approve the Water Service Application for 402 Shore Road.*

ATTACHMENTS:

1. Application form signed by BoH Chair Tracey Rose



TOWN OF TRURO BOARD OF HEALTH

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

HEALTH DEPARTMENT
TOWN OF TRURO

DEC 12 2018

RECEIVED BY: _____

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

APPLICANT INFORMATION

Date: 12/10/2018 Name: KEVIN SHEA
Water Service Address: 402 SHORE ROAD Map/Parcel/Lot 10/22
Mailing Address: 603 COMMERCIAL City/State/Zipcode PROVINCETOWN 02657
Phone Number: [REDACTED] Email Address: [REDACTED]

EMERGENCY TELEPHONE NUMBERS

Plumber Name: TBD Phone Number: _____
Property Manager: KEVIN SHEA Phone Number: [REDACTED]
Other Name & Phone Number: _____

TYPE OF SERVICE REQUESTED:

- New Water Service: Proposed Title 5 Design Flow: 330 GPD
- Expansion of Water Service:
Existing Title 5 Design Flow: _____ Proposed Title 5 Design Flow: _____
- Water Service for Condominium Conversion (separate meters, tap etc.) # of Units _____

Type of Facility:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Single Family | <input type="checkbox"/> Condo | <input type="checkbox"/> Multifamily Dwelling |
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Motel | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Retail | <input type="checkbox"/> Office Building | <input type="checkbox"/> Industrial: _____ |

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

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

Applicant Signature: [Signature]

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

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

Tracy A. Rose

TRURO BOARD OF HEALTH

2/5/19

DATE OF APPROVAL

TRURO BOARD OF SELECTMEN

DATE OF APPROVAL

PROVINCETOWN WATER &
SEWER BOARD

DATE OF APPROVAL



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: February 26, 2019

ITEM: Approval of Conservation Restriction for 4 Pond Village Avenue, Map 36, Parcel 198 in Truro, MA 02666.

EXPLANATION: This Conservation Restriction has been submitted by The Compact of Cape Cod Conservation Trusts, Inc., on behalf of the The Compact and Orenda Wildlife Land Trust, Inc. Approval of the conservation restriction will satisfy the requirements for the state Conservation Land Tax Credit program. The Compact believes the property contains many features of conservation value, including:

- The property falls entirely within a Massachusetts Natural Heritage and Endangered Species Program-designated BioMap2 Core Habitat area.
- The property falls entirely within a Priority Habitat of Rare Species.

SUGGESTED ACTION: *MOTION TO approve the Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc., to Orenda Wildlife Land Trust, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.*

ATTACHMENTS:

1. Letter from Executive Director, Mark H. Robinson
2. Conservation Restriction for 4 Pond Village Avenue



THE COMPACT
OF CAPE COD CONSERVATION TRUSTS, INC.

24 January 2019

Ms. Rae Ann Palmer
Town Manager
24 Town Hall Road
P.O. Box 2030
Truro MA 02666

RCVD 2019JAN28 am 11:01
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Dear Ms. Palmer:

Please find attached here the conservation restriction (CR) for a 0.89-acre parcel of land located at 4 Pond Village Avenue in Truro. On behalf of The Compact and Orenda Wildlife Land Trust, Inc., we request that the Selectmen vote to approve the CR pursuant to G.L. Ch. 184, ss. 31-33 at your next available meeting.

The property is currently owned in trust by Clare Dalton (33 Pond Road Nominee Trust), but The Compact plans to acquire it in the coming weeks. The CR will satisfy the requirements for the state Conservation Land Tax Credit program, for which the current owners have qualified. The Compact is working closely with our local partner the Truro Conservation Trust (TCT) on this project.

The CR has been previously reviewed by state environmental officials and I will forward it to them for final approval after the Selectmen have executed the document. The Conservation Commission voted to approve the CR at a meeting held on January 7, 2019.

This property contains many features of conservation value, including:

- The property falls entirely within a Massachusetts Natural Heritage and Endangered Species Program-designated BioMap2 Core Habitat area; and,
- The property falls entirely within a Priority Habitat of Rare Species.

The property will also be open to the public for passive recreational opportunities. It is also located across the street from 10 acres of open space (the Twinefield) owned by Truro Conservation Trust (TCT).

I or TCT President Fred Gaechter would be happy to attend your meeting to answer any questions you may have, if necessary. Please let us know when it is scheduled for review. Thank you for your kind consideration of this matter.

Sincerely,



Mark H. Robinson
Executive Director

Enc.

cc via email: Orenda and TCT; E. Beebe, Conservation Agent

DALTON CONSERVATION RESTRICTION
TRURO, MA

GRANTOR: The Compact of Cape Cod Conservation Trusts, Inc.
GRANTEE: Orenda Wildlife Land Trust, Inc.
ADDRESS OF PREMISES: 4 Pond Village Avenue, Truro, MA 02666
FOR GRANTOR’S TITLE SEE: Deed Book _____, Page _____ in Barnstable County Registry of Deeds
FOR PLAN OF RECORD SEE: Plan Book 411, Page 74 in Barnstable County Registry of Deeds

CONSERVATION RESTRICTION

THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC., being the sole owner and a Massachusetts charitable corporation with an office at 36 Red Top Road, Brewster, MA 02631 and a mailing address at P.O. Box 443, Barnstable, MA 02630, its successors and assigns holding any interest in the Premises as hereinafter defined, (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to **ORENDA WILDLIFE LAND TRUST, INC.**, a Massachusetts charitable corporation with an office at 4011 Main Street, Cummaquid, Massachusetts, 02637 and a mailing address of P.O. Box 669, West Barnstable, Massachusetts, 02668, their permitted successors and assigns (“Grantee”), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Truro, Massachusetts, containing the entirety of a 0.89-acre parcel of land (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a plan of land in Exhibit B, both of which are incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values (“conservation values”).

Conservation Land Tax Credit: “CLTC” Program. The Premises was acquired utilizing, in part, the Conversation Land Tax Credit Program authorized under the Chapter 509 Acts of 2008

Sections 1-4 as amended by Chapter 409 Acts of 2010 Sections 4-13 of the Massachusetts General Court.

The conservation values include the following:

- Open Space Protection. The Premises contributes to the protection of the scenic and natural character of Village Pond area of North Truro and the protection of the Premises will enhance the open-space value of these and nearby lands. It is surrounded by several parcels already conserved, including over 9 acres of conservation land owned by the Grantor and located directly across from the Premises, across Pond Village Avenue.
- Flood Plain Protection. The Premises is located immediately north of Village Pond, and is therefore within approximately 180 feet of a FEMA designated flood hazard area with a .2% chance of annual flooding. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- Soils. The Premises is partially within a Prime Forest Land area of Local Importance.
- Protection of Wildlife Habitat. The Premises is 100% within a Massachusetts Natural Heritage and Endangered Species (“NHESP”) Priority Habitat of Rare Species as well as 100% within an NHESP-designated Estimated Habitat of Rare Wildlife. The Premises is also located approximately 180 feet north of a Massachusetts Department of Environmental Protection- (“Mass DEP”) designated shrub swamp wetland. Therefore, protection of the Premises aligns with NHESP’s and Mass DEP’s wildlife and habitat protection objectives.
- Public Access. Public access to the Premises will be allowed for passive outdoor recreation, education, and nature study. It will add needed close-to-home open space access for Truro residents and visitors. Protection of the Premises will expand for the public access to conservation land in the area, as the Premises is located directly across the street from conservation land that is open to the public and owned by the Grantor, in addition to being in proximity to several other conservation land parcels.
- BioMap2. The Premises is 100% within an NHESP-designated BioMap2 Core Habitat area containing the Species of Conservation Concern Core Component. This Core Component includes species that meet the criteria for listing under the Massachusetts Endangered Species Act, as well as several species that do not satisfy these criteria, but are considered to be of conservation concern in the Commonwealth. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Water Quality Protection. The Premises serves as a buffer to Village Pond, a coastal freshwater pond, which is located approximately 180 feet south of the Premises. Therefore,

protection of the Premises will assist in maintaining the water quality of Village Pond. It will also assist in maintaining groundwater quality, as the Premises will remain undeveloped in perpetuity.

- Consistency with Clearly Delineated Barnstable County Conservation Policy. Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan*, amended in 1996, 2002, 2009, and 2012 which provided, *inter alia* (references are to the 2012 Plan):
 - Water Resources Goal to “maintain the overall quality and quantity of Cape Cod’s groundwater to ensure a sustainable supply of untreated high-quality drinking water” (WR2, pp. 30);
 - Wetlands Goal to “preserve and restore the quality and quantity of inland and coastal wetlands and their buffers on Cape Cod” (WET1, pp. 56);
 - Wildlife and Plant Habitat Goal to “prevent loss or degradation of critical wildlife and plant habitat, to minimize the adverse impact of new development on wildlife and plant habitat, and to maintain existing populations and species diversity” (WPH1, pp. 60);
 - Open Space and Recreation Goal to “preserve and enhance the availability of open space that provides wildlife habitat... and protects the region’s natural resources and character” (OS1, pp. 64);” and,
 - Open Space and Recreation Goal to “preserve and enhance opportunities for passive and active recreation to meet the needs of both residents and visitors” (OS2, pp. 65).

Granting this Conservation Restriction will advance each of these objectives for the following reasons:

- Because the Premises will remain undeveloped in perpetuity, it will contribute to the groundwater quality in the area and will assist in ensuring a sustainable supply of untreated high-quality drinking water;
 - The Premises serves as a buffer to Village Pond and therefore its protection will assist in preserving the state recognized wetland that surrounds Village Pond;
 - Protection of the Premises, which contains an NHESP-designated Priority Habitat of Rare Species as well as an Estimated Habitat of Rare Wildlife, as well as BioMap2 Core Habitat, will preserve these valuable habitats and will ensure that they remain undisturbed by human development in perpetuity; and,
 - The Premises will be accessible by the public and therefore will enhance opportunities for passive recreation available to residents and visitors; its permanent protection will also contribute to maintaining Truro’s rural character
- Consistency with Clearly Delineated Town of Truro Conservation Policy. The Town’s 2015 Open Space and Recreation Plan (“OSRP”) outlines several goals that would be advanced by the permanent protection of the Premises. Relevant open space and recreation goals include:

- **Goal 2:** Protect Truro's rural character through protection of scenic and historic resources;
- **Goal 3:** Protect Truro's various wetland ecosystems; and,
- **Goal 4:** Improve Truro's active and passive recreation opportunities, while minimizing environmental impacts

Each of these goals will be advanced by implementing this Conservation Restriction. Village Pond, a scenic and natural resource, will be preserved because the Premises serves as a buffer. The Premises also serves as a buffer to the shrub swamp wetland that abuts Village Pond. Additionally, public access to the Premises will be allowed, which will therefore increase access to passive outdoor recreational opportunities that will be minimally invasive to the natural habitats in and surrounding the Premises.

Citing the Town's 2005 Local Comprehensive Plan, the OSRP identifies certain relevant wetland and wildlife goals, including:

- **Goal 1:** Truro will preserve (leave as is) the quality and quantity of its inland and coastal wetlands insofar as natural forces allow; and,
- **Goal 2:** Truro will take measures to prevent loss or degradation of critical wildlife and plant habitat, minimize the impact of development on wildlife and plant habitat, and maintain, in so far as possible, existing populations and species diversity

These goals would also be promoted by implementing this Conservation Restriction for reasons similar to those listed above.

In 1991, the Town of Truro adopted a *Conservation Restriction Program*, consisting of policies and guidelines approved by the Board of Selectmen, which encourages the use of conservation restrictions to protect, among other things, natural habitats and rare species, to preserve a trail or scenic view and to limit or prevent construction on land of natural resource value. Preservation of the Premises satisfies these objectives because of the many important habitats contained therein, including BioMap2 Core Habitat and an NHESP-designated Priority Habitat of Rare Species as well as an Estimated Habitat of Rare Wildlife, in addition to Massachusetts DEP-designated Shrub Swamp Wetland area. Moreover, the permanent protections of this Conservation Restriction would ensure that the Premises remains undeveloped and that it remains a buffer to Village Pond, a scenic and natural resource.

The Town of Truro has in recent years come under increasing pressure for development, and such development can destroy or otherwise severely impact the open character, natural resources, and scenic beauty of the area. Protecting the Premises with this Conservation Restriction will serve to protect the Village Pond area from overdevelopment and will assist in maintaining its rural character.

- Consistency with Clearly Delineated State Conservation Policy. The Premises possesses significant open space, natural, aesthetic, ecological, plant and wildlife habitat, solid and

water resource quality, watershed, and scenic values (collectively “Conservation Values”) of great importance to the Grantee and the people of Truro and the Commonwealth of Massachusetts. Additionally, the Premises falls almost 100% within the State Land Conservation Plan area, indicating that protection of the Premises will further the Commonwealth’s conservation objectives.

- Consistency with Clearly Delineated Federal Conservation Policy. Protection of the Premises meets the definition of “conservation purposes” as defined in 26 CFR 1.170A-14(d)(1), because its conservation would: protect the land for outdoor recreation by the general public; reserve the land for education regarding the natural world; protect wildlife and wetland habitats; and it would contribute to the preservation of open space because it is located in proximity to several other parcels already conserved, including over nine acres of conservation land owned by the Grantor, located across the street from the Premises;
- Historical Purposes. According to the Massachusetts Historical Commission (“MHC”), the Premises is historically and archaeologically significant for two main reasons: it is adjacent to the Isaac Green House, which is listed on the Inventory of Historic and Archaeological Assets of the Commonwealth, and it is within Pond Village Ancient Native American Archaeological Site. The precise boundaries of this site have not yet been verified, though the Premises is within its bounds as they are currently understood by MHC. It is believed that undisturbed portions of the Premises are archaeologically sensitive and that the Premises was part of favorable for ancient and historical period land use an occupation. The historical and archaeological resources that may be present include artifacts, subsurface soil deposits, and features associated with ancient and historical period Native American occupation.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, wind turbine, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Hunting, owing to state safety setbacks, trapping, or camping;
- (7) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (8) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel. The development rights which are encumbered and extinguished by this Conservation Restriction shall not be transferred to any other property pursuant to a transferable development rights plan, cluster development plan, or otherwise;
- (9) The use of the Premises for business, residential or industrial use, or commercial recreation;
- (10) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

- (1) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Report, woods roads, fence lines and trails and meadows;
- (2) Non-Native or Nuisance Species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (3) Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this reserved right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
- (4) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (5) Pest Control. With the approval of the Grantee, trapping and removal of animals for pest control purposes.
- (6) Archaeological Investigations. The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only (a) after written notification to and approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historic Commission (“MHC”) State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee.

Activities detrimental to archeological and historic resources, including but not limited to earth moving and the alteration of historic stone walls/cellar holes/features, shall not be deemed to be detrimental to archeological and historic resources if a description of the proposed activity and its location is submitted in writing (e.g., on a Project Notification Form) with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to MHC and MHC issues a letter stating that the proposed activity is not within a resource area or is determined to not have an adverse effect on said resources. Grantor and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigation on the Premises, including metal detecting, digging, or artifact collecting, without approval of the MHC State Archaeologist (or appropriate

successor official), and shall promptly report any such prohibited activity to the MHC State Archaeologist (or appropriate successor official). Grantor and Grantee shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises;

- (7) Trails. The marking, clearing and maintenance of existing footpaths as shown in the Baseline Report. With prior approval of the Grantee, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than six (6) feet;
- (8) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, and the protected conservation values;
- (9) Outdoor Passive Recreational Activities. The Grantor and its invitees are permitted to conduct non-commercial, passive recreational uses of the Premises during daylight hours, subject to reasonable regulation by the Grantor;
- (10) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises to nearby Village Pond that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.
- (11) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (12) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within sixty (60) days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after sixty (60) days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction. Prior to instituting litigation to enforce any violations of this Conservation Restriction, the Grantee shall first notify the Grantor and request the Grantor to remedy the violation; if the violation is not remedied within sixty (60) days, then the parties shall make a good faith effort to mediate the dispute before litigation is commenced, provided the Grantor ceases the violation immediately upon receipt of notice of the violation and is making a good faith effort to remedy the violation.

Grantee shall not, however, have the right to bring an action against Grantor with respect to a violation of this Conservation Restriction by trespassers or other third persons whose entry on the Premises is not authorized or not voluntarily acquiesced in by Grantor; Grantor agrees that Grantor will not voluntarily acquiesce in any violation of this Conservation Restriction by trespassers or such other third persons; and Grantor further agrees that Grantor will make reasonable efforts to deter such activities and to remedy the violation and will cooperate with Grantee to enforce this Conservation Restriction against trespassers and such other third persons.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises (i) after reasonable notice and at reasonable times and in a reasonable manner, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction; and, (ii) after sixty (60) days prior written notice, except in an emergency in which case notice shall be given as soon as is practicable, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or enforce any violation hereof unless the Grantor has prior to the expiration of said sixty (60) days given written notice to the Grantee reasonably addressing all alleged violations and setting forth a reasonable plan to remedy any such alleged violation and has made reasonable efforts to cease the activity or to begin remediation.

The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with

respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Section II(B)(9) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B)(9). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a value that is equal to ten percent (10%) of the fair market value of the unrestricted Premises. For the purposes of this paragraph, said proportionate value shall remain constant.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated

according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Barnstable County Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Barnstable County Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: The Compact of Cape Cod Conservation Trusts, Inc.
P.O. Box 443
Brewster, MA 02630

To Grantee: Orenda Wildlife Land Trust, Inc.
P.O. Box 669
West Barnstable, MA 02668

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-Existing Public Rights. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

*DALTON CONSERVATION RESTRICTION
TRURO, MA*

B. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor – The Compact of Cape Cod Conservation Trusts, Inc.
Grantee Acceptance – Orenda Wildlife Land Trust, Inc.
Approval by Town of Truro Selectmen
Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises
Exhibit B: Reduced Copy of Plan of Premises

WITNESS our hands and seals this ____ day of _____, 2019,

Leonard W. Johnson, duly authorized President,
The Compact of Cape Cod Conservation Trusts, Inc.

Henry Lind, duly authorized Treasurer,
The Compact of Cape Cod Conservation Trusts, Inc.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared Leonard W. Johnson, President, The Compact of Cape Cod Conservation Trusts, Inc., and Henry Lind, Treasurer, The Compact of Cape Cod Conservation Trusts, Inc., the corporation named in the foregoing instrument, and proved to me through satisfactory evidence of identification which was personal knowledge of identity, to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Mark H. Robinson, Notary Public
My Commission Expires: 24 July 2020

ACCEPTANCE OF GRANT

This Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc. was accepted by Orenda Wildlife Land Trust, Inc. this _____ day of _____, 2019.

By: _____
David Tately

Its President, duly authorized

By: _____
Kenneth Burnes

Its Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared David Tately, President of Orenda Wildlife Land Trust, Inc., and Kenneth Burnes, Treasurer, Orenda Wildlife Land Trust, Inc., and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Truro, hereby certify that at a public meeting duly held on _____, 2019, the Selectmen voted to approve the foregoing Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc., to Orenda Wildlife Land Trust, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

SELECTMEN:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc., to Orenda Wildlife Land Trust, Inc., has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2019

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

The Premises subject to this Conservation Restriction is located in the Town of Truro, County of Barnstable, Commonwealth of Massachusetts, and comprises approximately .89 acres, more or less, bounded and described as follows:

Lot 2 on a plan of land entitled "Plan of Division of Land, in Truro, Mass., as surveyed and prepared for Clare Dalton and Robert B. Reich", scale 1" =60 feet, dated November 18, 1985, by Schofield Brothers, Inc., Registered Professional Engineers and Surveyors and recorded with the Barnstable County Registry of Deeds in Plan Book 411, Page 74 and being described more particularly as beginning at a concrete bound set at the southwesterly corner of said Lot 2 and Lot 1 on said Plan, and thus running northwesterly a distance of One Hundred and Fifty and 50/100 (150.5) Feet to a concrete bound set, then turning and running northeasterly, Two Hundred and Sixty-Three and 40/100 (263.40) Feet to a concrete bound set; thence turning and running southeasterly along Pond Village Avenue, by a course measuring One Hundred Fifty and 91/100 (150.91) Feet to a point where a masonry nail is set in a 6" locust, thence turning and running southeasterly Two Hundred Sixty and 31/100 (260.31) Feet to the point of beginning, consisting of 38,943 square feet, according to said Plan.

A reduced copy of the above-referenced plan is attached hereto and recorded herewith as Exhibit B.

For Grantor's title, see deed recorded in the Barnstable County Registry of Deeds in Book _____, Page _____.

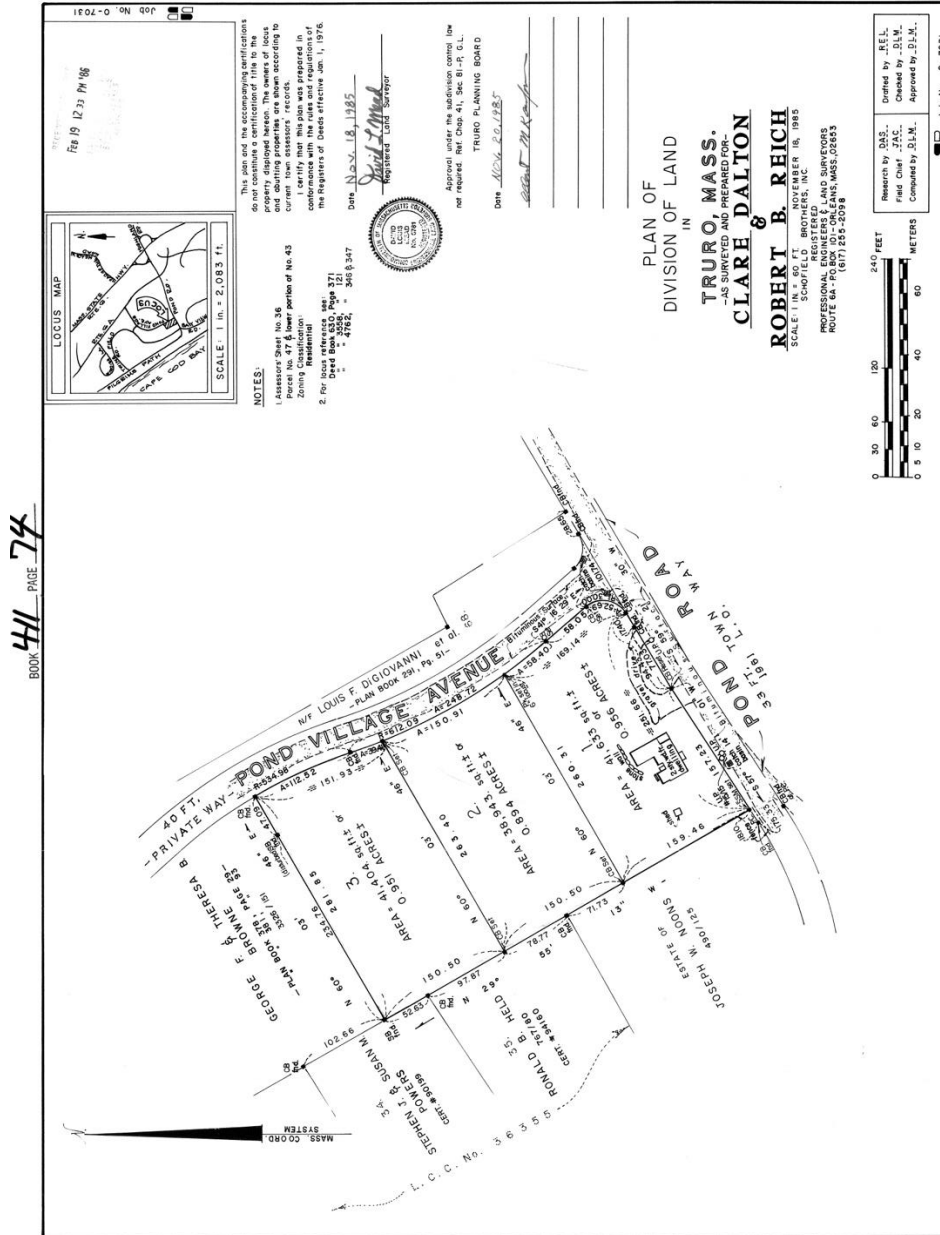
Town of Truro Assessors Map: 36, Parcel 198.

Street Address: 4 Pond Village Avenue, Truro, Massachusetts, 02666.

EXHIBIT B

Reduced Copy Plan of Premises (Lot 2)

For official full size plan see Barnstable County Registry of Deeds Plan Book 411, Page 74.





TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: February 26, 2019

ITEM: Authorization for Town Manager to Sign Change Orders Under \$100,000.00 for East Harbor Contract

EXPLANATION: In an effort to act timely on the East Harbor Phase I Project, authorization of the Town Manager to sign Change Orders that result in change of cost totaling less than \$100,000.00 is respectfully requested. The contract for East Harbor Phase I totaling \$1,147,000.00 was signed by the Board on December 18, 2019 and addresses the replacement of three sections of pipe on the seaward end. This authorization is consistent with Town Charter, Section 4-2-7: "The Town Manager shall have the authority to enter into contracts for amounts up to \$100,000.00 for the Town unless otherwise provided for in General Law or By-Law."

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Projects, programs and services will be delayed until a Board meeting can be posted and the Change Order can be signed by the Board.

SUGGESTED ACTION: *MOTION TO authorize the Town Manager to sign Change Orders that result in a change of cost totaling less than \$100,000.00 on the East Harbor Phase I Project contract.*

ATTACHMENTS: None

DRAFT

**Budget Task Force Meeting
Monday, February 4, 2019
Town Hall Selectmen's Chamber**

Finance Committee Members Present: Chair Robert Panessiti; Richard Wood, Susan Areson

Board of Selectmen Members Present: Chair Robert Weinstein; Maureen Burgess, Paul Wisotzky

Present: Town Manager Rae Ann Palmer; Assistant Town Manager Kelly Sullivan-Clark; Town Accountant Trudi Brazil; Town Clerk/Treasurer/Collector Cynthia Slade

Board of Selectmen Chair Robert Weinstein and Finance Committee Chair Robert Panessiti called the meeting to order at 8:00 a.m.

Town Clerk/Treasurer/Collector for FY20

Town Clerk/Treasurer/Collector Cynthia Slade presented her Fiscal Year 2020 Budget. Salaries contained a combination of union wages and non-union wages, including longevity and sick leave time. Services covered typewriter cleaning, clock upkeep, shredding, printing and mailing costs, payroll services, records' storage, and the financial company that handles debt services. Supplies included office supplies, envelopes, and bank cards. Dues and memberships were covered in the 130 line. Bond insurance is a state requirement, she said. There is an increase in the budget to cover tax titles, Town Manager Rae Ann Palmer explained.

Election, Registration and Census Budget

Cynthia Slade gave the FY20 Election, Registration and Census Budget. This budget covers registrars and tellers at Annual Town Meeting and Elections. Ballot printing, the auto mark machine for the hearing or sight impaired, envelopes and other materials for elections are included.

Municipal Postage

Postage is going up to fifty cents for the postage machine. Supplies for the leased machine include ink cartridges and labels, Ms. Slade said.

Debt Budget

Temporary borrowing is for a fire engine and the Landfill capping. Town Hall, the Community Center, and CPA bonds left over from Land Bank are indicated in this budget. Rae Ann Palmer also recommended budgeting for the East Harbor outfall pipe. The municipal water system is paid through betterments, the Town Manager said. The Land Bank/CPA debt will be done this year. Trudi Brazil explained the decline of CPA contributions from the state.

Insurance Benefits

The Town's share for health insurance for employees and retirees had no increase for premiums.

Life insurance for employees, Police insurance, Medicare tax that Town covers, Medicare B surcharge for 10 employees who did not begin Medicare at 65, and an increase for negotiations with employees were in place.

Workers Compensation

The Workers Compensation line had an increase.

Municipal Liability Insurance

The insurance company recommended a 20% increase to retain attorneys, if needed, to fight bad claims.

Lower Cape Ambulance Assessment

There is a 14.9% increase for Truro's share in a three-year contract with Lower Cape Ambulance, Ms. Palmer said. There is a cost/benefit analysis underway to consider continuing with this arrangement.

Unemployment Compensation

The Unemployment line was raised as a contingency. In line with cost of living increases, Unemployment Insurance Compensation is budgeted at 2%. The Police contract is included in this line.

Cape Cod Regional Tech District

Trudi Brazil presented the final budget for the Cape Cod Regional Tech District. The budget for students remains level at 6% assessment for the district. There is an assessment for new construction for the school. There will be a future bond for long term costs of the replacement structure for the school.

Next Meetings

Payroll reserve and several small budgets still need to be completed. The presentation will be prepared for March 1, 2019. The final expenditure budget will come before the Selectmen on February 12, 2019. The Finance Committee will hold a joint meeting with the Selectmen on that date.

Adjournment

Paul Wisotzky moved to adjourn the Board of Selectmen. Maureen Burgess seconded, and the motion carried 3-0. Richard Woods moved to adjourn the Finance Committee. Susan Areson seconded, and the motion carried 3-0. The meeting was adjourned at 8:41 a.m.

Respectfully submitted,

Mary Rogers,
Secretary

Robert Weinstein, Chair

Maureen Burgess, Vice-chair

Absent

Kristen Reed

Paul Wisotzky

Absent

Janet Worthington, Clerk

Public Records Material for 1/28/19
FY20 Draft Budget

DRAFT

**Truro Select Board Meeting
Tuesday, February 12, 2019
Truro Town Hall Selectmen's Chambers**

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

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

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

PUBLIC HEARINGS

Chair Robert Weinstein opened the public hearing.

Eversource Petition for One Fisher Rd.

Eversource Energy had sent a petition to install one pole (#21/.5) approximately 35 feet of conduit/cable, and a guy/anchor on Fisher Rd. to provide electric service to the customer at One Fisher Road.

Jack Riemer of 7 Fisher Rd. came forward as an abutter of One Fisher Rd. He recommended approval. Robin Reid, attorney for the owners of One Fisher Rd. recommended approval of the petition.

Maureen Burgess moved to approve the petition by Eversource Energy to install one pole and guy/anchor on Fisher Road. Janet Worthington seconded, and the motion carried 5-0.

Eversource Petition for 7 Fisher Road

Eversource Energy had sent another petition to install approximately 35 feet of conduit/cable and one handhole (labeled 21/H3) on Fisher Rd to provide electric service to the customer at 7 Fisher Rd.

Jack Riemer asked that the Selectmen act in support of the petition for 7 Fisher Rd.

Kristen Reed moved to approve the petition by Eversource Energy to install 35 feet of conduit/cable and one handhole on Fisher Road. Paul Wisotzky seconded, and the motion carried 5-0.

License for Avenue D at 14 Center Rd., Unit D

Counsel recommended postponing an application for New Seasonal On-premises Pouring Wine and Malt with Cordials/Liquors and Common Victualer Licenses for Ave D. Rosenthal, Avenue D., Inc., dba Avenue D, at 14 Truro Center Road, Unit D. The Town's land use attorney needs to do further review of the application. Postponement will not hinder the applicant.

Paul Wisotzky moved to continue the hearing until February 26, 2019 at 5 p.m. Janet Worthington seconded, and the motion carried 4-0-1.

BOARD OF SELECTMEN ACTION

Fiscal Year 20 Budget

Town Manager Rae Ann Palmer requested that the Fiscal Year 2020 Budget be postponed until it has complete information and after a work session. Ms. Palmer suggested holding the work session as a joint meeting with the Finance Committee. Monday, February 25, 2019 at 2 p.m. was the best possible time.

Municipal Vulnerability Preparedness

Health and Conservation Agent Emily Beebe provided an invitation to the initial Vulnerability Preparedness Session to be held Tuesday, March 12, 2019 from 8 a.m. to 4 p.m. She explained the Municipal Vulnerability Preparedness (MVP) effort, which had been awarded a \$15,000 grant with the Town of Wellfleet. The all-day workshop, presented with Wellfleet, will be held at Wellfleet Preservation Hall. The event will be facilitated by the Cape Cod Commission. Pre-registration is available on the Town website. At least one member of the Board of Selectmen is urged to attend.

Short-term Rental Tax

Rae Ann Palmer and Town Counsel John Giorgio reviewed the new legislation G.L. c. 64G, § 3A for short-term rental tax and identified decisions the Town could make. The 4% short-term rental tax and the additional 2.75 % tax for the Cape and Islands Water Protection Fund now apply. Since Truro has already accepted G.L. c. 64G, § 3A and set a rate at 4%, no further action is required for the tax on short-term rentals. If desired, Truro may choose to raise the rate to not more than 6% through a new Town Meeting vote. The Department of Revenue has said the Town is not to increase the revenue beyond this. The law allows the Town to assess a community impact fee of up to 3% that is paid directly to the Town. Attorney Giorgio said that Cape communities have not chosen to approve impact fees. The Commonwealth is responsible for a registry of short-term rentals and for the collection and distribution of funds to municipalities, so planning a Stabilization Fund for the revenue to the Town and establishing the rental registration are the matters that need to be determined.

Attorney Giorgio gave details of the new law. A short-term rental is an occupied property that is not a hotel, motel, lodging house or bed and breakfast, where at least one room or unit is rented out by an operator through the use of advance reservations. The law applies to short-term home rentals of 31 days or less. Rentals less than 14 days are not subject to the tax. The law takes effect 90 days after it is enacted, which occurs in March. The rental tax period begins on July 1, 2019, based on reservations made on or after January 1, 2019. Revenue from the tax, when it is distributed, goes into the General Fund of Truro's Budget. That is available to balance the budget, and anything that is not spent would devolve to Free Cash. If Truro chooses to increase the tax from 4% to 6 %, it would have to be approved at Town Meeting and could go into effect on July 1, 2019. However, Attorney Giorgio recommended proceeding with the 4 % that is already in place.

The Cape and Islands Water Protection Fund, or 208 Area Plan, includes all Cape towns. The 2.75% is assessed for all transfers of occupancy of all rentals, not just the short-term rentals. It's remitted to the Commonwealth, which will put it into the special fund for water protection. Each Cape town will have a representative to a board to handle the fund. The Selectmen will need to appoint a representative to this board whose function will be to make equitable distributions based on the contribution by each town. This comes through a State Revolving Fund (SRF), a low-interest loan program to towns with wastewater projects. Mostly it is used for sewer treatment plants, but any plan for reducing nutrients in bodies of water makes a town eligible. There is a process from withdrawing from the Water Protection Fund, but it wouldn't be possible to do so until March 28, 2020. If a town has an existing grant, it will not be eligible for a grant or loan for two years. The board may spend up to 10% on administration.

The law G.L. c. 64G, § 3D(b) allows the Town to assess a community impact fee of up to 3% that is paid directly to the Town. The tax applies to the total amount of rent for each transfer of occupancy of a professionally managed unit. If the Town adopts the community impact fee, 35% of the revenue is to be set aside for affordable housing or infrastructure projects. A second provision allows for the 3%

community impact fee to be applied upon each transfer of occupancy of a short-term rental that is located within a two-family or three-family dwelling that includes the operator's primary residence. The same requirement for payment directly to the Town and dedicating no less than 35% to affordable housing or local infrastructure projects apply.

There is another option that is available for dedicating the short-term rental tax to a particular fund. It can be directed to a general stabilization fund or a special purpose stabilization fund. At least 20% must be allocated to the dedicated fund with a commitment of three fiscal years. The money can only be accessed by a 2/3rds vote at Town Meeting. An Affordable Housing Fund is one possibility for a dedicated fund. Provincetown decided to dedicate percentages for a number of functions: Capital Improvement, Tourism, Visitors Services, Wastewater, and the General Fund. Sandwich has a similar plan. Advantages include the availability of the money for appropriation by a majority vote at Town Meeting and the ability to split the 20% into smaller percentages for several different purposes. A disadvantage is having to go through the petition process again.

Attorney Giorgio suggested waiting until to see exactly how much money Truro receives before making any decisions on setting up percentages. He recommended caution on dedicated percentages because the Operating Budget needs to be funded. The state will be creating the registry for rentals, so he also recommended caution in establishing a local registry to avoid risk of any possible litigation. Selectmen agreed upon the cautious approach. Nothing needs to be done at this time.

Rae Ann Palmer discussed the local rental registration program, which helps determine who is eligible for beach stickers and transfer station permits. Taking into consideration the 4 % and 2.75% in place, she asked if the \$200 registration program fee might be dropped as too much of a burden. Ms. Palmer said that the rental registration fee was in the General Bylaws, where it would remain, but the fee amount could be reduced or eliminated. Richard Wood, Finance Committee Vice-chair, indicated he was not averse to keeping the \$200 fee. Ms. Palmer suggested deferring a decision on the rental registration fee until she and the Assistant Town Manager had consulted with the Beach Director and DPW Director.

Kristen Reed recommended the Mass.gov website as a source of more information on the short-term rental tax.

Joint Representation for Comcast Negotiations

Rae Ann Palmer explained that Truro needed to have a community process to work with the towns of Brewster, Wellfleet and Eastham and enter into joint negotiations with Comcast. Chair Weinstein expressed his interest in joining forces with the other towns and improving Internet coverage in the community. He discussed potential legislation favoring Comcast that could be detrimental to the towns IT services.

Paul Wisotzky moved to approve consent for joint representation for Comcast contract negotiations with KP Law on behalf of the towns of Truro, Brewster, Wellfleet and Eastham and to authorize the Chair to sign. Kristen Reed seconded, and the motion carried 5-0.

Amendment to Accessory Dwelling Unit Bylaw

Paul Wisotzky said one of the Selectmen's *Goals and Objectives* had been to make the Accessory Dwelling Unit (ADU) bylaw more helpful and making creation of an accessory dwelling unit "by right." He, Chris Lucy, Carl Brotman and the Town Manager had worked to improve the bylaw approved at last year's Annual Town Meeting with a goal of getting the amendments to voters at Annual Town Meeting

2019. The next step is referring the amended bylaw to the Planning Board for a public hearing to get more input from the citizens. Maureen Burgess and Janet Worthington expressed their concerns about the process and the current state of the amended bylaw. Paul Wisotzky and Robert Weinstein said the Selectmen have referred other imperfect bylaws to the Planning Board for a public hearing. Jack Riemer, clerk for the Planning Board, said one thing that had been overlooked was holding a joint meeting of the Planning Board and Board of Selectmen. Rae Ann Palmer suggested tabling action and putting the matter on the work session agenda. She said there were parts of the bylaw that she was not totally comfortable with either. Ms. Palmer also said that Chris Lucy had requested that any decision be deferred to another meeting when he could be present.

Paul Wisotzky moved to table the issue. Janet Worthington seconded, and the motion carried 5-0.

CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. Agreement for Custom Pierce Freighliner with Minuteman Fire and Rescue Apparatus, Inc.
 - 2. Cooperative Agreement between Barnstable County and Town of Truro (Pamet Harbor Basin Dredging)
 - 3. Review and Approve Letter of Support for the FY19 Community Development Block Grant Proposal and Authorize the Chair to sign
- B. Review and Approve Temporary Population Estimate for the Alcohol Beverages Control Commission
- C. Review and Approve Board of Selectmen Minutes: January 14, 2019 Budget Task Force

Paul Wisotzky moved to approve the Consent Agenda as printed. Maureen Burgess seconded, and the motion carried 5-0 with Paul Wisotzky abstaining from the minutes.

SELECTMEN REPORTS & TOWN MANAGER'S REPORT

Janet Worthington gave updates from a Shellfish meeting on new seed for mussels, soft shelled clams and a possible grant. She suggested that the Shellfish Committee come to a future Selectmen's meeting.

Paul Wisotzky had met with the Local Comprehensive Plan Committee. A new and improved regional policy plan has been published by Cape Cod Commission. CPC had made recommendations for the FY20 grants, he said. He, along with the Housing Authority, an attorney, Robert Weinstein and Rae Ann Palmer had met with Ted Malone, the chosen developer for the Cloverleaf Property. They agreed on the need for an ongoing group to shepherd the Cloverleaf project. The group would be similar to the one that chose the developer and consist of two Selectmen, two Housing representatives, the Town Manager, and the attorney. Mr. Wisotzky said Truro Connections will be doing an Affordable Housing follow-up presentation this year. He recommended the Annual State of the Town talk by Rae Ann Palmer to be given on February 13, 2019.

Maureen Burgess said the Disabilities Commission had helped prepare the draft Truro Police Emergency Medical Information File, meant to be useful in cases of lost children with special needs or adults with Alzheimer's. The Disabilities Commission is collecting more data to be voluntarily submitted. The Board of Health discussed the File for Life, a resource that the Lower Cape Ambulance will be able to access. She, Robert Weinstein and Rae Ann Palmer have begun the process for the Host Community Agreement with the High Dune Cannabis Cooperative, she said.

Kristen Reed recounted her experience of attending the Mass Municipal Association workshops held in Boston.

Robert Weinstein listed the meetings he had attended: a presentation by an Australian company whose shark mitigation system identifies sharks using algorithms gathered from buoys; the beginning of negotiations with Comcast; a Chapter 40B Comprehensive Permits meeting in Chatham; and a meeting with Ted Malone and the architect, who had tweaked some of the design for the Cloverleaf Property which might now have 42 units.

Rae Ann Palmer had also been at the sonar buoy presentation. She said a drawback is that they would have to be installed each year. There is a grant money for Truro to participate with the other towns in a shark study conducted by Woods Hole Oceanographic Institute. She attended a meeting hosted by Open Cape Centerline, a business that would provide telephone poles hard wired with fiber at the beaches. Call boxes, as well, would have to be fiber, not satellite. Robert Weinstein recalled that there is an abandoned coil of fiber optic at the end of North Pamet Rd. There will be a demonstration on March 2, 2019 by another company that provides a satellite communication system, suitable for the beaches. Ms. Palmer said dredging will commence with the approach to the harbor. Dredging the basin is anticipated in May. She thanked Assistant Town Manager Kelly Clark for working on the new scheduling process for the dredging project.

Fire Chief Tim Collins reported on progress on the Stop the Bleed program, which he is planning with the Town Manager. Janet Worthington suggested that he do a demonstration session with the Board of Selectmen first. He explained more about the importance of the File for Life.

Maureen Burgess reported on the new Swap Shop at the Transfer Station. Rae Ann Palmer said the building is up, but no one is allowed inside until the wiring is completed. Insulation, sheet rock and shelving need to be installed before it is ready for use.

NEXT MEETING AGENDA

Rae Ann Palmer gave an agenda for the February 26, 2019 meeting: an Eversource permit for 123 Shore Rd., the continued public hearing for Ave D, a candidate for the Conservation Commission, Selectmen's Goals & Objectives, union negotiations, the Cloverleaf Property, bike events, the Warrant Article list, a Conservation Restriction for 4 Pond Village Ave., and the report on Executive Session votes.

VOTES FROM EXECUTIVE SESSION

Chair Weinstein reported on the votes from the Executive Session held prior to the regular meeting. The Selectmen voted to accept the terms of a contract for the Town Manager and made changes to the residency provisions in the Police Chief's job description.

ADJOURNMENT

Paul Wisotzky moved to adjourn. Kristen Reed seconded, and the motion carried 5-0. The meeting was adjourned at 7:34 p.m.

Respectfully submitted,

Mary Rogers, Secretary

Robert Weinstein, Chair

Maureen Burgess, Vice-chair

Kristen Reed

Paul Wisotzky

Janet Worthington, Clerk

Public Records Material of 2/12/19

1. Eversource Energy applications for One and 7 Fisher Rd.
2. Public announcement materials for Community Resilience Building
3. January 8, 2019 KP Law memo on Short-Term Rental Legislation
4. MMA presentation, *New Municipal Tax & Finance Legislation*
5. Consent agreement for joint representation for Comcast contract negotiations with KP Law on behalf of the towns of Truro, Brewster, Wellfleet and Eastham
6. Amended Accessory Dwelling Unit Bylaw
7. Agreement for Custom Pierce Freighliner with Minuteman Fire and Rescue Apparatus, Inc.
8. Cooperative Agreement between Barnstable County and Town of Truro (Pamet Harbor Basin Dredging)
9. Letter of Support for the FY19 Community Development Block Grant Proposal and Authorize the Chair to sign
10. Temporary Population Estimate for the Alcohol Beverages Control Commission