



Truro Select Board

Tuesday, May 28, 2019

Executive Session-4:30pm

Regular Meeting-5:00pm

Truro Town Hall - 24 Town Hall Road

EXECUTIVE SESSION: *“Move that the Board of Selectmen enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, Section 21(a) number 3, to discuss strategy with respect to Townsend/Merlini litigation, whereas discussion of these matters in open session would have a detrimental effect on the litigating positions of the Town (and the Chair so declares it) and to reconvene in Open Session.”*

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. Shellfish Aquaculture Tidal Grant Application for Jeffrey Souza, 10 Whitmanville Rd, and William Souza, 4 Professional Heights Rd for a Proposed Tidal Grant Area for 1.5 acres, located off of Cold Storage Beach
- B. New Transient Vendor license received from Amy Rolnick, owner/manager of Accent on Design, to be located at 14 Truro Center Rd, Unit A, Truro, MA.

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE

4. TABLED ITEMS NONE

5. SELECT BOARD ACTION

- A. FY2020 Cost of Living Adjustment for Non-Union Employees
Presenter: Rae Ann Palmer, Town Manager
- B. Other Post-Employment Benefits (OPEB) Trust Discussion
Presenter: Trudi Brazil, Town Accountant

6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 1. *Application for an Entertainment License: Sustainable Cape-Truro's Farmers Market*
 2. *Application for a Sunday One-Day Entertainment License: Truro Vineyards of Cape Cod*
- B. Reappoint Diane Messinger to the Conservation Commission, Chris Lucy to the Zoning Board of Appeals (alternate to full member)
- C. Review and Approve Seasonal Licenses: Days Market and Deli (Common Victualer)
- D. Review and Approve the April 2019 updated Truro Police Department's Rules and Regulations Manual
- E. Review and Approve Select Board Minutes: May 7, 2019

7. SELECT BOARD REPORTS/COMMENTS

8. TOWN MANAGER REPORT

9. NEXT MEETING AGENDA: May 29th and June 11th



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: May 28, 2019

ITEM: Review and approval of a Shellfish Aquaculture Tidal Grant off Cold Storage Beach from Jeffrey and William Souza

EXPLANATION: Jeffrey Souza, 10 Whitmanville Road, and William Souza, 4 Professional Heights Road filed an application for a new Shellfish Aquaculture Tidal Grant, pursuant to the Regulations for Aquaculture Licenses and MGL 130 section 60. The proposed grant is for 1.5 acres, located off Cold Storage Beach (as shown on attached plans). After the approval or conditional approval of the Select Board, then a request is sent to the Department of Marine Fisheries to conduct a biological survey of the area. Once the Board and DMF approves or conditionally approves the license and use of the area for aquaculture then the Souza's file a Notice of Intent with the Truro Conservation Commission and the Mass Wildlife's Natural Heritage & Endangered Species Program.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicant will not receive a tidal shellfish grant as requested.

SUGGESTED ACTION: *MOTION TO **conditionally approve/disapprove** the one and half acre grant to Jeffrey and William Souza, located off Cold Storage Beach and authorize the DMF Survey Request.*

ATTACHMENTS:

1. Public Hearing Notice
2. Aquaculture Tidal Grant Application
3. Abutters List
4. Shellfish Advisory Committee Minutes
5. Draft Division of Marine Fisheries Town Water Survey Request Letter



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Selectmen's Office

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 AQUACULTURE LICENSE SITE OUTSIDE OF AQUACULTURE DEVELOPMENT AREA

The Truro Board of Selectmen will hold a public hearing on Tuesday, **May 28th, 2019 at 5:00pm** at Truro Town Hall, 24 Town Hall Road, Truro, in accordance with MGL Ch. 130 §60 for a Shellfish Aquaculture Tidal Grant pursuant to the Regulations for Aquaculture Licenses on an application from Jeffrey Souza, 10 Whitmanville Rd, and William Souza, 4 Professional Heights Rd. The proposed tidal grant area is for 1.5 acres, located off of Cold Storage Beach as shown on plans submitted with the application on file in the Selectmen's office. Comments from the public will be heard, and all interested parties are urged to attend.

Robert Weinstein, Chair
Board of Selectmen



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

AQUACULTURE LICENSE APPLICATION

NAME OF APPLICANT: Jeff Souza / Bill Souza

MAILING ADDRESS: P.O. Box 690, N. Truro Mass 02652

TELEPHONE: [REDACTED] E-MAIL ADDRESS: [REDACTED]

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

Description: 310 out from low zero tide mark at cold storage beach.

110 feet wide north to south.

600 feet long East to West.

PREVIOUS AQUACULTURE EXPERIENCE: 4+ years with grant in Truro AOA.

PROPOSED DEVELOPMENT PLAN: Describe in detail, your plans for development of Aquaculture and/or licensed site over a one, two and three-year term. Include the number of rafts/racks/floats, size, construction material, and square feet working area needed in the aquaculture area. Plans shall include shellfish by species, amount and sizes intended to be introduced to the waters and/or substratum. This plan is to be submitted as part of your application.

TYPES OF SHELLFISH TO BE RAISED: Oyster

METHOD OF PROPAGATION: Bottom cages

MEANS OF ACCESS: Boat/beach (access from existing cold storage landing)

Town of Truro
Aquaculture license application
Page 2

EQUIPMENT TO BE USED: Bottom Triple Stick Cages, helix anchors.

 Willie G. King
Signature of Applicant

1/24/19
Date


Signature of Shellfish Warden

January 28, 2019
Date

The following information must be included in this application in accordance with the Aquaculture Regulations:

1. Detailed site plan including latitude and longitude of corners (metes and bounds)
2. Geophysical characteristics
3. Benthic habitat conditions
4. Proposed species, quantities and densities
5. Proposed physical structures
6. Proposed method and details of access to the site

The following documents must be submitted with this application in accordance with the Aquaculture Regulations:

1. Copy of Notice of Intent submitted to the Conservation Commission, or Municipal Wetlands Permit or determination of non-applicability
2. Copy of application to the Corps of Engineers, Section 404 permit or Programmatic General Permit

I Jeff Souza, and Bill Souza would like to apply for 1.5 acre aquiculture grant off of Cold storage beach. Attached is a map showing the borders of the proposed grant. The coordinates would be

	(DMS)	(DDM)	
SE	42°01'47.9"N 70°05'42.6"W	42* 01'.7983	70* 05'.71
NE	42°01'48.9"N 70°05'43.4"W	42* 01'.815	70* 05'.7233
NW	42°01'46.0"N 70°05'50.5"W	42* 01'.7667	70* 05'.8417
SW	42°01'45.0"N 70°05'49.8"W	42* 01'.75	70* 05'.83

The grant would be exposed on anything lower than a negative one point two tide. On a zero tide the water depth is about 2-3 feet on top of the sand bar and about 4 feet in between sand bars. The cages on the bottom will not be showing on zero tides but will be on Negative tides. There will be no floating cages used just bottom gear. At high tide there will be approximately 6 feet of water above the shallowest cages allowing boat traffic to be unhindered. Beachgoers will still be able to swim at the beach and the grant will be roughly 310 feet off the shore at a zero low tide and is only 110 feet wide allowing people to still wade out past it on its sides. There is no vegetation such as eel grass at this location. Oysters filter about 50 gallons of water a day and are a good source to help keep our environment clean.


We have to disclose that both of us have grants out the Truro ADA. We have had those grants since the inception of the ADA and have invested a lot of time and money in the oyster grants. We have found that the ADA is good to use as a nursery for smaller oysters in floating gear. We have had massive setbacks due to starfish predation on bottom, being dependent on the wind determining whether we can work the grant or not in the fall and winter, and the past 2 years we have been destroyed by boats either cutting the lines or dragging up all the bottom gear in the fall. We are looking at keeping the ADA as a nursery site and then moving the oyster to tidal grant off of Cold Storage beach once they are close to one inch.





Untitled map



Imagery ©2019 Google, Map data ©2019 Google 200 ft

Untitled map

 Open in My Maps

-  42°01'47.9"N 70°05'42.6"W
-  42°01'48.9"N 70°05'43.4"W
-  42°01'46.0"N 70°05'50.5"W
-  42°01'45.0"N 70°05'49.8"W

USA Topo Maps



This map features detailed USGS topographic maps for the United States at multiple scales.

0.2mi

Esri, HERE, DeLorme | Copyright: © 2013 National Geographic Society, i-cubed

0 N 42°01'46.0 W 70°05'50.5

0 N 42°01'48.9 W 70°05'43.3

310 Ft

110 FT

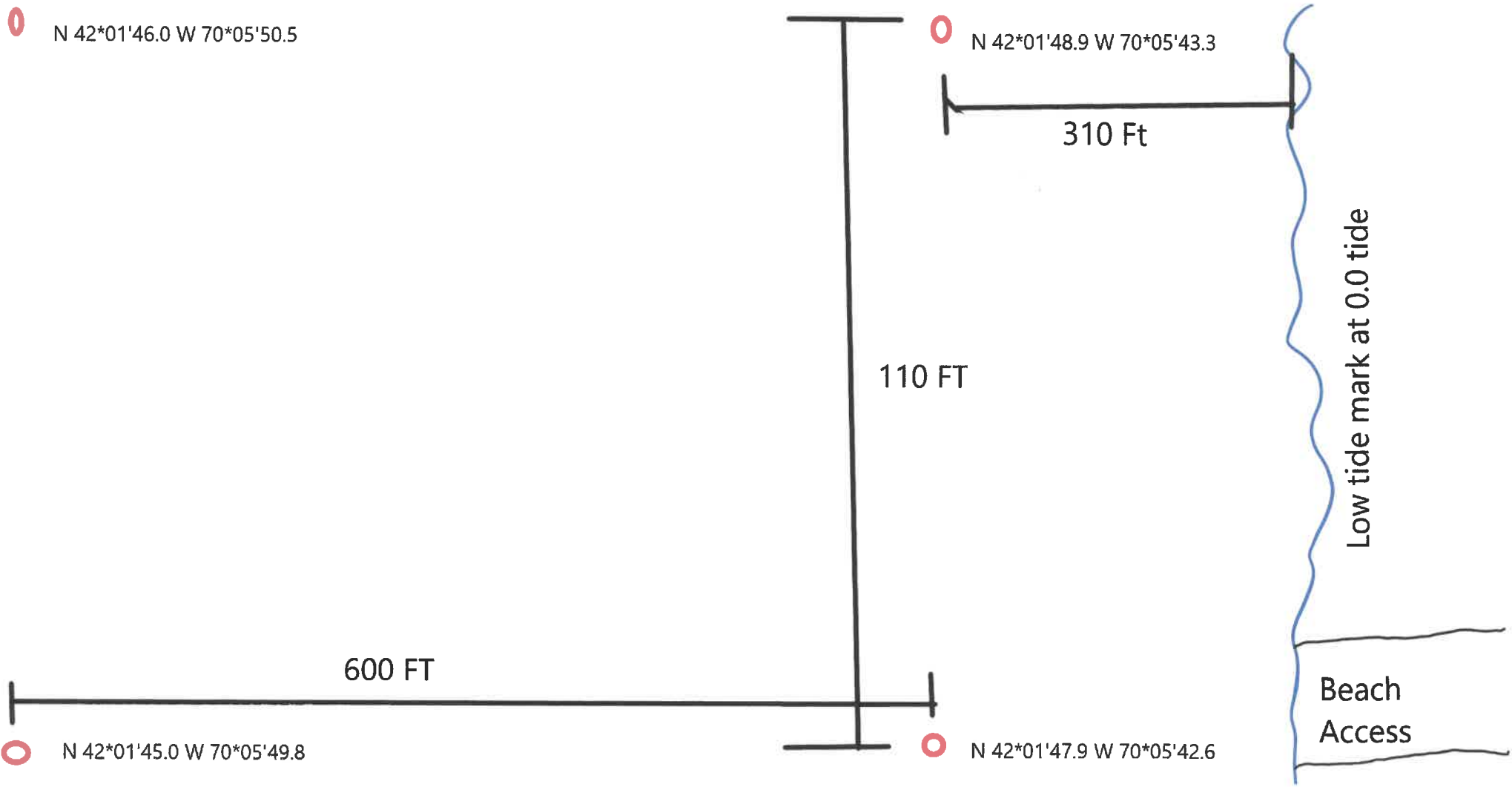
600 FT

0 N 42°01'45.0 W 70°05'49.8

0 N 42°01'47.9 W 70°05'42.6

Low tide mark at 0.0 tide

Beach Access



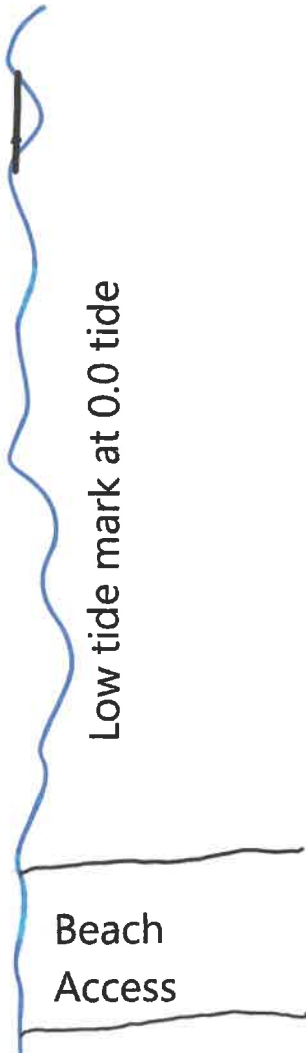
N 42°01'46.0 W 70°05'50.5

N 42°01'48.9 W 70°05'43.3



N 42°01'45.0 W 70°05'49.8

N 42°01'47.9 W 70°05'42.6



Low tide mark at 0.0 tide

Beach Access

I Jeff Souza, and Bill Souza would like to apply for 1.5 acre aquiculture grant off of Cold storage beach. Although the grant is 1.5 acres the impact to the bottom is .04 acres, this is figured on 660 cages which would hold 1million oysters. This figure is obtained by taking the sq inches of the legs on the cages that will be in contact with the bottom and multiplying it by how many cages are estimated at the highest possible time. Attached is a map showing the borders of the proposed grant. The coordinates would be

	(DMS)	(DDM)	
SE	42°01'47.9"N 70°05'42.6"W	42* 01'.7983	70* 05'.71
NE	42°01'48.9"N 70°05'43.4"W	42* 01'.815	70* 05'.7233
NW	42°01'46.0"N 70°05'50.5"W	42* 01'.7667	70* 05'.8417
SW	42°01'45.0"N 70°05'49.8"W	42* 01'.75	70* 05'.83

The grant would be exposed on anything lower than a negative one point two tide. On a zero tide the water depth is about 2-3 feet on top of the sand bar and about 4 feet in between sand bars. The cages on the bottom will not be showing on zero tides but will be on Negative tides. There will be no floating cages used just bottom gear. At high tide there will be approximately 6 feet of water above the shallowest cages allowing boat traffic to be unhindered. Beachgoers will still be able to swim at the beach and the grant will be roughly 310 feet off the shore at a zero low tide and is only 110 feet wide allowing people to still wade out past it on its sides. There is no vegetation such as eel grass at this location. Oysters filter about 50 gallons of water a day and are a good source to help keep our environment clean, and are a source that is being looked at for cape cods waste water 208 plan.

We are also looking for permission to use both boat and a 6x6 or 8x8 amphibious vehicle to access the grant using the landing at Cold Storage. A 6x6 amphibious vehicle is a small vehicle that can transient the sand bars on negative tides and also transient the water. 6x6 amphibious vehicles are very low impact and produce about 3lbs per square inch of ground pressure, 8x8 is 2 psi of ground pressure. (A grown man produces roughly 8lbs per square inch of ground pressure), A jeep produces roughly 28psi of ground pressure. The large floatation tires float over the sand and produces less impact that a human foot and can go places a human cant walk due to that. These types of vehicles are much better for the environment and produce less of an impact than a human does. They are used in Canada, on the shores in Alaska and also on the salt flats in Maryland. The 6x6 or 8x8 will have bio degradable hydraulic oil like we use in our commercial lobster boats, this is just another precaution for the environment. Our neighboring town Wellfleet allows trucks to drive on the flats to work the grants, Eastham has a provision allowing ATVs to be used on the bay side to access the grants, this was due to the lower impact on the environment compared to a truck. By approving the use of a 6x6 or 8x8 would show that we as a town understand the need for access but at the same time can protect

our environment by producing less environmental impact than walking. I would like to us the times when beach stickers are required for parking as a guide to limit access from the beach. This would make it so access can not be used from the 3rd Saturday in June to Labor day between 9am and 4pm. This would stop any disruption for the beachgoers.

We have to disclose that both of us have grants out the Truro ADA. We have had those grants since the inception of the ADA and have invested a lot of time and money in the oyster grants. We have found that the ADA is good to use as a nursery for smaller oysters in floating gear. We have had massive setbacks due to starfish predation on bottom, being dependent on the wind determining whether we can work the grant or not in the fall and winter, and the past 2 years we have been destroyed by boats either cutting the lines or dragging up all the bottom gear in the fall. We are looking at keeping the ADA as a nursery site and then moving the oyster to tidal grant off of Cold Storage beach once they are close to one inch.





TRURO ASSESSORS OFFICE
P.O. Box 2012 Truro, MA 02666
Telephone: (508) 349-7004 Ext. 117
Fax: (508) 349-5506

Date: April 30, 2019

To: Jeffrey and William Souza ~ Nicole Tudor, EA Town of Truro

From: Assessors Department

Certified abutters list for: Licensing ~ BOS Aquaculture

Attached is a list of abutters for the property located at *49 Pond Road* on Assessor's *Map 38, Parcel 3*. The current owner(s) as of *January 16, 1967* is/are *Town of Truro*. The names and addresses of the abutters are as of *April 19, 2019* according to the most recent documents received from the Barnstable County Registry of Deeds.

Certified by: _____

Kathleen M Sullivan

Assessor's Clerk

Town of Truro

P.O.Box 2012

Truro, MA 02666

Telephone: 508-349-7004, x117

Fax: 508-349-5506

ksullivan@truro-ma.gov

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

49 POND RD
 MAP 38 PARCEL 3
 LICENSING
 TYPE: BOS AQUACULTURE

Custom Abutters List



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
872	35-122-0-R	PATRICIA S BELLINGER TRUST TRS: PATRICIA S BELLINGER	41 POND RD	117 BRATTLE STREET	CAMBRIDGE	MA	02138
876	35-129-0-E	TOWN OF TRURO	0 COLD STORAGE PKG LOT	PO BOX 2030	TRURO	MA	02666-2030
1129	38-1-0-R	HODGIN MARJORIE J&MARSTON D II	43 POND RD	PO BOX 191	NO TRURO	MA	02652-0191
1130	38-2-0-R	HEATH DESMOND MD	45 POND RD	173 RIVERSIDE DR #7C	NEW YORK	NY	10024
1131	38-3-0-E	TOWN OF TRURO	49 POND RD	PO BOX 2030	TRURO	MA	02666-2030
1132	38-4-0-R	VARTY ERIC	47 POND RD	2925 53RD ST SOUTH	GULFPORT	FL	33707-5647
1134	38-6-0-R	LYONS CHRIS & JEAN MARIE	55 POND RD	10 GABRIEL LANE	PLYMOUTH	MA	02360
1135	38-7-0-R	HIGHLAND REAL ESTATE NOM TRUST TRS: FRANCIS EDGAR W III	51 POND RD	PO BOX 826	NO TRURO	MA	02652-0826
1136	39-1-0-E	TOWN OF TRURO	0 COLD STORAGE PKG LOT	PO BOX 2030	TRURO	MA	02666-2030
1137	39-2-0-E	TOWN OF TRURO	1 BAY VIEW RD	PO BOX 2030	TRURO	MA	02666-2030
1139	39-4-0-R	LESSIN NAIDA S W	3 BAY VIEW RD	C/O PRESS SCHONIG & CO 500 BI COUNTY BLVD - STE 201	FARMINGDALE	NY	11735
1145	39-10-0-R	LESSIN NAIDA S W	34 POND RD	C/O PRESS SCHONIG & CO 500 BI COUNTY BLVD - STE 201	FARMINGDALE	NY	11735
1150	39-15-0-R	ROEMLEIN CHRISTOPHER & FAYE	38 POND RD	73 HIGH HILL RD	TIVERTON	RI	02878

Truro Shellfish Advisory Committee

Meeting Minutes

For

01/25/19

Meeting Called to Order: 3:05pm EST

Members Present: Dan Smith – Vice Chair, Nick Brown, Dana Pazolt, Steve Wisbauer, Tony Jackett (Truro Shellfish Constable)

Others Present: Jan Worthington – BoS, Jeffrey Souza & Billy Souza, Owen Nichols

Review and Approval of Previous Meeting Minutes: Minutes were reviewed for the September 10, 2018 meeting. Nick made a **motion** to approve the minutes as presented. Dan seconded, and the **motion** passed 3–0-1 (Pazolt – Abstained)

Review Grant Application: Jeffrey Souza reviewed an Aquaculture License Application for a new grant off of Cold Storage Beach. Discussion ensued regarding his plans and intentions. It was noted that the application had not been reviewed nor approved by Tony Jackett – Shellfish Constable. The Committee found the application to be acceptable. Steve made a **motion** to approve the application as is, contingent upon review and approval by the Town’s Shellfish Constable and all other local, state and federal authorities. He went on to say, should the application change in any material way, the applicant will be required to present the revised application to the Committee for review and approval. Nick seconded and the **motion** passed 4-0-0.

Discussion of East Harbor Culvert Project & Possible Uses: Owen Nichols reported that The Center For Coastal Studies continues to sample the harbor for invertebrates and shellfish as well as completing other benthic sampling. The final report has not been completed at present time but he reported that he has observed numerous types of invertebrates and shellfish thriving in the harbor.

Jan reported that the culvert replacement project is underway albeit in the very early stages. Steve noted that DMF currently has the harbors waters classified as prohibited but routine water sampling is underway. It is surmised that once the culvert is replaced, the increased water flow will only improve upon the harbors current water quality levels.

Jan asked the committee for input on how Truro aquaculture might benefit from this project.

Review Shellfish Signage: Tabled to next meeting. Steve will bring examples of signage to review.

Update on Soft Shell Clam Seeding in the Pamet Harbor: Tony reported that the initial planting of soft-shell clams seems to be going well. They appear to have grown but are still under the protective netting. He also reported that he has placed a seed order for 100,000 quahogs and 10,000 large oysters. Provided the soft-shell clams continue to thrive, he plans to order an additional 25,000 from Salem State.

Review Annual SAC Board of Selectmen Report: Dan distributed a draft of the 2018 Annual SAC Report that will be submitted to the BoS for the committee's review. No changes and/or suggestions were made so it will be submitted as is.

Discuss 2019 Goals & Objectives: Nick prepared a list of possible G&O's for the committee to review and consider. Discussion ensued about the topics. This topic was tabled and will be added to the next SAC meeting agenda.

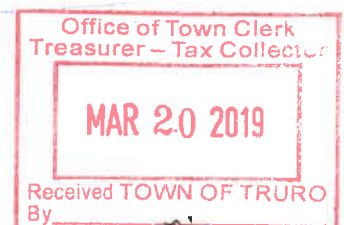
Topics for Next Meeting Agenda and Schedule Next Meeting: Topics for the February meeting will include:

- Discussion Shellfish Signage: Steve Wisbauer
- Mass Shellfish Initiative – Melissa Sanderson
- 2019 G&O's for SAC
- Review Grant Applications

Dan made a **motion** to adjourn at 4:30pm. Nick seconded, **motion** passed 4-0-0.

Reviewed & Approved by SAC
on 03/01/19

Submitted by:
DAN SMITH
Vice Chair





TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Town Manager

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

May 29, 2019

David Pierce, Director
Division of Marine Fisheries
MA Division of Marine Fisheries
836 S. Rodney French Blvd
New Bedford, MA 02744

Subject: Town of Truro Request for Biological Survey for One and a Half Acre Tidal Grant,

Dear Director Pierce,

The Truro Select Board unanimously approved at their May 28, 2019 meeting, with the condition of other Town and State approvals, a one and a half acre grant in Town waters at Cold Storage Beach, to Truro residents Jeffrey and William Souza.

The Town would like to request a biological survey of the area from the Division of Marine Fisheries.

The coordinates are as follows for the 1 1/2-acre grant:

42 01' .7983 / 70 05' .71
42 01' .815 / 70 05' .7233
42 01' .7667 / 70 05' .8417
42 01' .75 / 70 05' .83

Please find enclosed the Public Notice for this tidal grant hearing, the newspaper clipping of the notice, and a copy of the Jeffrey and William Souza's application.

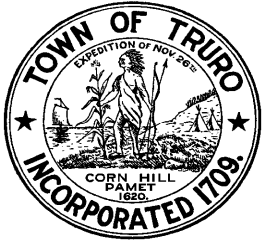
If you have any questions concerning these matters, please feel free to contact me at (508) 349-7004, Extension 111.

Sincerely yours,

Rae Ann Palmer
Town Manager
Town of Truro

RAP/nt
Enclosures

Cc: Chris Schillaci, Fisheries Biologist, DMF
Tom Shields, Senior Biologist, DMF
Mike Hickey, Shellfish Program Manager, DMF
Tony Jackett, Harbor Master Shellfish Constable, Town of Truro
Scott Lindell, Chair, Shellfish Committee Chair, Town of Truro



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: May 28, 2019

ITEM: New Transient Vendor License – Accent on Design

EXPLANATION: There is a new 2019 Transient Vendor (seasonal retail) license application from Truro Resident Amy Rolnick of 8 Fisher Rd. The supporting application and documentation are under the authority of the Select Board as Local Licensing Authorities. Accent on Design requires no Health Licenses. The store will open May 29th upon approval of the license and close Columbus Day weekend, open Wednesday through Saturday.

If you approve this license, the license will be issued only upon compliance with all regulations and upon receipt of the necessary documents and fees.

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
Chapter 101 §2	Transient Vendor	Accent on Design

IMPACT IF NOT APPROVED: The license will not be issued.

SUGGESTED ACTION: MOTION TO approve the 2019 Transient Vendor License (retail) for Accent on Design located at 14 Truro Center Road Unit A upon compliance with all regulations and receipt of the necessary documents and fees.

ATTACHMENTS:

1. Public Hearing Notice
2. Business Application for 2019: Accent on Design



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
TRANSIENT VENDOR**

The Truro Select Board will hold a public hearing on Tuesday, **May 28, 2019 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro, on an application for a new Transient Vendor license received from Amy Rolnick, owner/manager of Accent on Design, to be located at 14 Truro Center Rd, Unit A, Truro, MA. Comments from the public will be heard, and all interested parties are urged to attend.

Jan Worthington, Chair
Select Board

RCVD 2015MAY16 AM11:20
ADMINISTRATIVE OFFICE
TOWN OF TRURO



TOWN OF TRURO

PO Box 2030, Truro MA 02666

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

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

Section 1 – License Type & Hours of Operation

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

New Renewal

FACILITY: # UNITS

HOURS OF OPERATION:

Motel _____

Annual Seasonal

Cottage Colony _____

Opening Date: Memorial Day Wknd

Condominium _____

Closing Date: Columbus Day Wknd

Campground _____

Days of the Week Open: Wed-Sat

Lodging _____

Transient Vendor

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

Section 2. – Business Information

Federal Employers Identification Number (FEIN/SS) _____

Amy Rolnick Accent on Design
Print Name of Applicant Business Name

Amy Rolnick
Owner Name

14 A Truro Center PO Box 1676 Truro MA 02666
Mailing Address of Business

Business Phone Number Business E-Mail Address

Section 3 –MANAGER INFORMATION

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

Name of Onsite Manager:

Name: Amy Polnick Unit Number: 14A

Mailing Address: PO BX 6976 Taurd MA 02666

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

Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: _____ Business Name: _____

Business Address: _____

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

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: _____ Business Name: _____

Business Address: _____

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

Co-Manager's Signature (REQUIRED)

Section 4 – ATTESTATION

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

[Signature]
Signature of Applicant

Amy Polnick
Print Name

5/16/19
Date

Additional Applications & Documentation

REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

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

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

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



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

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

Applicant Information

Please Print Legibly

Business/Organization Name: Accent on Design

Address: 14A Truro Center

City/State/Zip: Truro MA 02666 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

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

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

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

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

Signature: _____ Date: 5/16/19

Phone #: _____

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____



TOWN OF TRURO

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

TAX STATUS REQUEST FOR LICENSING

Date 5/16/2019

Request is coming from the Selectmen's Office

Owner's Name Amy Rolnick

Business Name Accent on Design

Business Address 14 Truro Center Rd Unit A

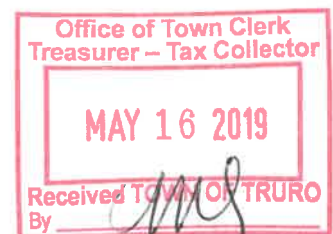
Map and Parcel 50/155 (2R)

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

All set.

Molly Stevens
Tax Collector's Signature

5/16/2019
Date



Key: 7270

Town of TRURO - Fiscal Year 2019

10/14/2018 11:14 pm SEQ #: 4.454

LEGAL

CURRENT OWNER	PARCEL ID	LOCATION			
ATLANTIS INC PO BOX 673 TRURO, MA 02666-0673	50-155-2	14-A TRURO CENTER RD			
	TRANSFER HISTORY	DOS	T	SALE PRICE	BK-PG (Cert)
	ATLANTIS INC	06/11/1998	I	275,510	11494-111

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD	
3430	100	CI CONDO				1	1 of 1	
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
SS19-12	01/01/2018	50	SPLIT SUB		06/26/2018	JN	100	100

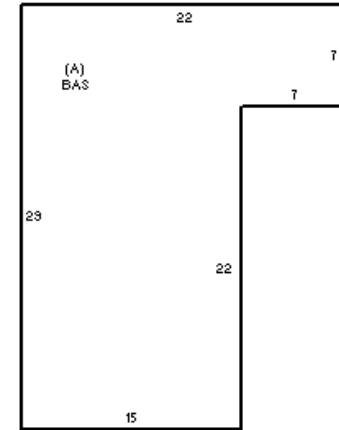
LAND

CD	T	AC/SF/UN	Nbhd	Infl1	Infl2	ADJ BASE	SAF	Infl3	Lpi	VC	CREDIT AMT	ADJ VALUE

TOTAL	SF	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
		NOTE			LAND	0	
					BUILDING	54,200	
					DETACHED	3,400	
					OTHER	0	
					TOTAL	57,600	

DETAILED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD
APV	A	1.00 F	0.60	1973	6,000	0.70	2,500
SN2	A	1.00 A	0.75 5X6		30	40.90	900

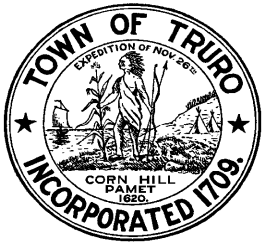


BUILDING

BUILDING	CD	ADJ	DESC	MEASURE
MODEL	5		CIM	
STYLE	0	1.00	[100%]	LIST
QUALITY		1.00	[100%]	REVIEW
FRAME		1.00	[100%]	

BLDG COMMENTS

YEAR BLT	0	SIZE ADJ	1.750	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	66.932
NET AREA	484	DETAIL ADJ	0.980	FOUNDATION	1	PIER	1.00	A	BAS	L	BASE AREA	484	0	138.29	66.932	CONDITION ELEM	CD
\$NLA(RCN)	\$138	OVERALL	1.000	EXTERIOR WALL	1	WOOD SHINGLES	1.00										
CAPACITY		UNITS	ADJ	ROOF STRUCTURE	1	GABLE	1.00										
STORIES	1	1.00		ROOF COVER	1	ASPH/COMP SHIN	1.00										
% HEATED	100	1.00		FLOORING	4	VINYL	0.98										
% A/C	0	1.00		INT FINISH	2	DRYWALL	1.02										
% SPRINKLERS	0	1.00		H.V.A.C.	8	HEAT PUMP	1.03										
				FUEL SOURCE	3	ELECTRIC	1.00										
				COMPLEX	0		1.00										
																EFF.YR/AGE	2003 / 14
																COND	19 19 %
																FUNC	0
																ECON	0
																DEPR	19 % GD 81
																RCNLD	\$54,200



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: May 28, 2019

ITEM: FY 2020 Cost of Living Adjustment for Non-Union Employees

EXPLANATION: The attached pay plan incorporates the 2% cost of living adjustment (COLA) approved at the 2019 April Town Meeting. This adjustment is equivalent to the COLA granted all of the unions through the recent contract negotiations.

SUGGESTED ACTION: *Move to approve a 2% cost of living adjustment for Non-Union Employees.*

ATTACHMENTS: Pay Plan

CLASSIFICATION & COMPENSATION SCHEDULE

FISCAL YEAR 2020 RATES

NON-UNION EMPLOYEES

Grade: Position:		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1 Beach Attendant	HOURLY	\$12.70	\$13.12	\$13.62	\$14.05	\$14.54	\$14.97
Election Teller (1 step)	HOURLY	\$12.70	\$13.12	\$13.62	\$14.05	\$14.54	\$14.97
2 No Current Position							
3 Beach Sales Clerk	HOURLY	\$14.62	\$15.10	\$15.84	\$16.43	\$17.01	\$17.69
Recreation Counselor	HOURLY	\$14.62	\$15.10	\$15.84	\$16.43	\$17.01	\$17.69
Council on Aging Van Drivers	HOURLY	\$14.62	\$15.10	\$15.84	\$16.43	\$17.01	\$17.69
4 Library Summer Assistant	HOURLY	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88	\$17.39
5 Lifeguards	HOURLY	\$16.32	\$17.41	\$18.45	\$19.53	\$20.58	\$21.72
5A Library Assistant	HOURLY	\$18.23	\$19.15	\$20.09	\$21.29	\$22.55	\$23.86
6 Assistant Program Supervisors*	HOURLY	\$17.49	\$18.57	\$19.68	\$20.76	\$21.88	\$23.06
7 Library Tech. Serv/Youth Serv	HOURLY	\$19.75	\$20.45	\$21.17	\$21.82	\$22.53	\$23.24
Committee/Commission/Board Support	HOURLY						
8 Assistant Harbormasters	HOURLY	\$20.07	\$20.74	\$21.40	\$22.05	\$22.74	\$23.42
Library Prog/Comm Outreach	HOURLY						
Program Supervisors**	HOURLY						
9 Office Assistant 2	HOURLY	\$21.63	\$22.33	\$23.09	\$23.78	\$24.49	\$25.21
9A Staff Librarian	HOURLY	\$21.54	\$22.72	\$23.88	\$25.04	\$26.23	\$27.41
9B IT Assistant	Hourly	\$22.98	\$24.05	\$25.08	\$26.15	\$26.94	\$27.73
10 Assistant Library Director	HOURLY	\$24.43	\$26.65	\$27.13	\$28.48	\$29.82	\$31.17
10A Asst. Recreation/Beach Director (\$8,100 former 'Beach Stipend' included)	ANNUAL	\$52,890.06 51853	\$56,958.84	\$57,824.82	\$60,292.20	\$62,772.84	\$65,235.12
11 Executive Assistant	ANNUAL	\$55,288.08	\$58,072.68	\$61,323.42	\$64,552.74	\$67,804.50	\$71,056.26
Local Building Inspector	ANNUAL	\$26.53	\$27.33	\$28.14	\$28.99	\$29.86	\$30.75
12 Recreation/Beach Director (\$9,900 former 'Beach Stipend' included)	ANNUAL	\$62,563.74	\$65,708.40	\$69,046.86	\$72,582.18	\$76,330.68	\$79,954.74
13 Harbormaster/Shellfish Warden	HOURLY	\$32.64	\$33.94	\$35.30	\$36.72	\$38.18	\$39.70
14 Library Director	ANNUAL	\$68,043.18	\$72,124.20	\$76,453.08	\$80,635.08	\$83,055.54	\$85,547.40
15 Insp. Of Buildings/Bldg. Comm.	HOURLY	\$32.83	\$34.77	\$36.68	\$38.61	\$40.56	\$42.43
16 Town Planner	HOURLY	\$36.74	\$37.84	\$39.73	\$41.72	\$43.81	\$46.00
17 Assistant Town Mgr.	ANNUAL	\$86,383.80	\$88,973.58	\$91,643.94	\$94,392.84	\$97,225.38	\$100,141.56
18 DPW Director	ANNUAL	\$93,560.52	\$95,735.16	\$97,910.82	\$100,087.50	\$102,263.16	\$104,438.82
19 Town Clerk/Treasurer/Collector	ANNUAL	\$89,900.76	\$93,183.12	\$96,465.48	\$99,816.18	\$102,809.88	\$105,895.38
PS1 Animal Control Officer	HOURLY	\$27.71	\$28.54	\$29.56	\$30.54	\$31.51	\$32.49
F5 FF/First Responder/Seasonal Beach EMT	HOURLY	\$17.88	\$18.42	\$18.97	\$19.54	\$20.13	\$20.74
F15 FF/EMT/Basic	HOURLY	\$23.85	\$24.56	\$25.31	\$26.06	\$26.85	\$27.64
F18 FF/EMT/Intermediate	HOURLY	\$25.35	\$26.10	\$26.89	\$27.69	\$28.53	\$29.57
F19 FF/EMT/Paramedic	HOURLY	\$26.84	\$27.63	\$28.47	\$29.31	\$30.20	\$31.11
F20 Squad Member flat rate	ANNUAL	\$2,600.00					
P1 No current Position							
P2 Parking Magistrate	ANNUAL	\$5,304.00					
P3 Plumbing/Gas Inspector	Per Inspection	\$42.00					
P3A Deputy Plumbing/Gas Inspector	Per Inspection	\$42.00					
P5 Wiring Insp. (plus \$64/Week office hours)	ANNUAL	\$11,404.00					
P5A Deputy Wiring Inspector	Per Inspection	\$42.00					
P8 Deputy Building Inspector	Per Inspection	\$42.00					
R1 Recreation 1-to-1 Counselor	HOURLY	25.00					

* Gr 6 to include: Assistant Head Lifeguard, Assistant Beach Supervisor, Lifeguard Training Coordinator, After School Program Group Leader, Summer Youth Program Coordinators

** Gr 8 to include: Head Lifeguard, Head Assistant Beach Supervisor, After School Program Coordinator, Summer Youth Program Coordinator



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Accounting

REQUESTOR: Trudi Brazil, Town Accountant

REQUESTED MEETING DATE: May 28, 2019

ITEM: OPEB Trust Document, Investment Policy, Funding Policy and Investment Management Account Agreement between the Town of Truro and Rockland Trust.

EXPLANATION: As per vote of the Select Board at the March 26, 2019 meeting (Agenda Item #5C) Rockland Trust has been engaged to manage Truro's OPEB Trust. If approved by the Select Board this evening these Trust documents will formally establish the OPEB Trust ('Trust Document'), establish an Investment Policy to meet the long-term OPEB funding obligation while limiting asset risk ('Investment Policy Statement') and demonstrate Truro's commitment to funding OPEB liability by adopting a funding policy ('Addendum 1. OPEB Trust Funding Policy') and moving funds from a Special Revenue account to a formal Investment Management Account. Doing so will significantly *increase* anticipated return on invested funds, thereby *decreasing* Truro's actuarially determined unfunded liability for OPEB.

FINANCIAL SOURCE (IF APPLICABLE): Funds appropriated by Town Meetings, past and future, will be transferred to the Investment Management Account to be established with Rockland Trust.

IMPACT IF NOT APPROVED: If not approved, appropriated funds will remain in a Special Revenue Account earning minimal return on investment which will not significantly reduce our long term unfunded OPEB liability.

SUGGESTED ACTION: *MOTION TO approve establishment of the Truro OPEB Liability Trust and the OPEB Liability Trust Investment Policy Statement, including Addendum 1. OPEB Trust Funding Policy; to approve and authorize the Chair to sign the Rockland Trust Investment Management Account agreement and finally, to place an item on a subsequent Select Board meeting agenda to appoint one member of this Board and two additional individuals to the OPEB Trust's Board of Trustees.*

ATTACHMENTS: OPEB Trust Document, OPEB Liability Trust Investment Policy Statement, Rockland Trust Investment Management Account agreement.

TOWN OF TRURO, MASSACHUSETTS
OTHER POST-EMPLOYMENT BENEFITS (“OPEB”) TRUST

TRUST AGREEMENT made this ___ day of _____ 2019 between the town of Truro, acting through its Board of Selectmen (the “Town”) and the duly serving members of the Board of Trustees (the “Trustees”).

WITNESSETH:

WHEREAS, the Town has established certain other post employment benefits (“OPEB”), other than pensions, for eligible former employees of the Town; and

WHEREAS, the Town wishes to establish an irrevocable trust (hereinafter the “Trust”) for the purpose of funding OPEB obligations as required to be reported under General Accounting Standards Board (“GASB”) Statements 74 and 75; and

WHEREAS, the Trust is established by the Town with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB under G.L. c.32B, §20, adopted by the Town under Article #14 of the April 26, 2011 Annual Town Meeting;

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, Town and the Trustees hereby agree as follows.

ARTICLE I DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1. “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- 1.2. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.
- 1.3. “GASB 74 and 75,” shall mean Government Accounting Standards Board, Statement No. 74 and Statement No. 75, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.
- 1.4. “Other post-employment benefits” or “OPEB,” shall mean post-employment benefits other than pensions as that term is defined in GASB 74 and 75 including post- employment healthcare benefits, regardless of the type of plan that provides them, and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.

1.5. "Retired Employee" means those persons who have retired from employment with the Town and who are qualified to receive retirement benefits pursuant to G.L. c.32 or as otherwise provided by law.

1.6. "Trust" means the Town of Truro OPEB Trust as hereby established.

1.7. "Trustee" means the duly serving members of the Board of Trustees, and any successor Trustee appointed as provided pursuant to Article 5.

1.9. "Trust Fund" means all the money and property, of every kind and character, including principal and income, held by the Trustee under the Trust.

ARTICLE 2 PURPOSE

2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by the Town, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of the Town's Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

2.2. It is intended that the Trust shall constitute a so called "Qualified OPEB Trust" according to the standards set forth in GASB 74 and 75 and that it further qualify as an Integral Part Trust for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

ARTICLE 3 ESTABLISHMENT OF TRUST

3.1. In order to implement and carry out the provisions of G.L. c.32B, §20, the Town hereby establishes this Trust which shall be known as the "Town of Truro OPEB Trust."

3.2. The Trust shall be irrevocable, and no Trust funds shall revert to the Town until all benefits owed to Retired Employees have been satisfied or released.

3.3. The principal location of the Trust shall be the office of the Town Treasurer, located at Truro Town Hall, 24 Town Hall Road, P O Box 2012 Truro, Massachusetts 02666.

3.4. The Trustees hereby accept the duties imposed upon them by this Trust Agreement and agree to perform said duties as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.

3.5. The Trustees shall hold legal title to all property of the Trust and neither the Town, nor any employee, official, or agent of the Town, nor any individual, shall have any right title or interest to the Trust.

3.6. The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the Trustees by the Town, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Agreement requires the Town to make contributions to the Trust to fund OPEB. Any obligation of the Town to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

ARTICLE 4 TRUST FUNDING

4.1. The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the Town and employees of the Town as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the Town, or any other funds donated or granted specifically to the Town for the Trust, or to the Trust directly.

4.2. The Trustees shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the Town.

4.3. The Trustees shall have no duty, expressed or implied, to compel any contribution to be made by the Town, but shall be responsible only for property received by the Trustees under this Trust Agreement.

4.4. The Town shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the Town's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the Town's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the Town for such purposes.

The obligation of the Town to pay or fund OPEB obligations, if any, shall be determined by the Town or applicable law. Distributions of assets in the Trust are not debts of the Town within the meaning of any constitutional or statutory limitation or restriction.

4.4. Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the Town for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Trust Agreement.

4.6. Amounts in the Trust Fund shall in no event be subject to the claims of the Town's general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the Town, or of retirees or dependents who are entitled to OPEB.

ARTICLE 5 TRUSTEES

5.1. The Trust shall be administered by a Board of Trustees consisting of five (5) members, who shall include the Town Treasurer, the Town Accountant, one (1) member of the Board of Selectmen, and two (2) individuals appointed by the Board of Selectmen. Upon the expiration of the term or sooner resignation or removal of the Town Accountant or Town Treasurer the position of Trustee shall be deemed vacant. The Town Manager shall serve as an ex officio member of the Board of Trustees or, if so appointed by the Board of Selectmen, as a voting member. Excluding the Treasurer and Accountant, Trustees shall be appointed for staggered three-year terms.

5.2. The Board of Selectmen shall call for the first meeting of the Trustees and the Board of Selectmen-Trustee shall serve as the initial Chairperson of the Trustees to facilitate the organization of the Trustees.

5.3. In the event a Trustee resigns, is removed or is otherwise unable to serve, the Board of Selectmen shall appoint a Trustee to fill the vacancy.

5.4. Whenever a change occurs in the membership of the Board of Trustees, the legal title to property held by this Trust shall automatically pass to those duly appointed successor Trustees.

5.5. Each future Trustee shall accept the office of Trustee and the terms and conditions of this Trust Agreement in writing.

5.6. Upon leaving office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, documents, or other documents in his possession or under his control belonging to the Trust.

5.7. The Trustees shall be special municipal employees for purposes of G.L. c.268A and shall be subject to the restrictions and prohibitions set forth therein.

ARTICLE 6 POWERS OF THE TRUSTEES

6.1. The Trustees shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this Agreement, the powers of the Trustees, in

connection with their managing and controlling the Trust and the Trust Fund, shall include, but shall not be limited to, the following:

6.1.1. To enter into an administrative services contract or other contracts with one or more insurance companies, nonprofit hospital, medical or dental service corporations, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustees from the Trust Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.

6.1.2. To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.

6.1.3. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustees shall comply with the provisions of Article 7 of this Trust Agreement, applicable law and any investment policy adopted by the Trustees concerning the investment and management of the Trust Funds.

6.1.4. To borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the Trustees shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust or the Trust Fund; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing.

6.1.5. To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

6.1.6. To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the Trustees or the written minutes of the Trustees' meetings.

6.1.7. To hire employees or independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust Fund.

- 6.1.8. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, by any by-laws adopted by the Trustees or by law.
- 6.1.9. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.
- 6.1.10. To maintain bank accounts for the administration of the Trust and the Trust Fund and to authorize certain Trustees or other appropriate persons to make payments from any appropriate account for purposes of the Trust.
- 6.1.11. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.
- 6.1.12. To recommend adoption of by-laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement.
- 6.1.13. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.
- 6.1.14. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Chairperson, or Secretary as may be voted by the Trustees.
- 6.1.15. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.
- 6.1.16. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.
- 6.1.17. To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.
- 6.1.18. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust Fund; to enforce or abstain from enforcing any right, claim, debt or obligation, and to abandon any

shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust;

6.1.19. To hire one or more consultants, actuaries, accountants, attorneys or other professionals to assist with the administration of the Trust Fund and to pay such amounts that the Trustees deem to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

6.1.20. To comply with all requirements imposed by applicable provisions of law.

ARTICLE 7 LIMITATION OF TRUSTEES' POWERS, DUTIES AND RESPONSIBILITIES

7.1 Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustees other than those set forth in this Trust Agreement.

7.2. The Trustees shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The Trustees shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustees as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the Trustees with respect to the Trust Agreement or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

7.3. The Trustees, in their discretion, may purchase as an expense of the Trust Fund such liability insurance for themselves or any other fiduciary selected by the Trustees as may be reasonable. The Town, in its discretion, may also purchase liability insurance for the Trustees, and as the Town may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

7.4. The Town shall not assume any obligation or responsibility to any person for any act or failure to act of the Trustees, any insurance company, or any beneficiary of the Trust Fund. The Trustees shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the Town, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

7.5. Neither the Trustees nor the Town shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

7.6. The Trustees shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c.203C.

ARTICLE 8 ACTIONS BY THE TRUSTEES

8.1 A majority of Trustees may exercise any or all powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees.

8.2 The Trustees may, by instrument executed by all Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including the power to execute, acknowledge or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust.

8.3 No Trustee shall be required to give bond.

ARTICLE 9 LIABILITY OF THE TRUSTEES

9.1 A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted by the Trustee in good faith, nor for any action taken or omitted by any other Trustee or any agent or employee selected with reasonable care, and the duties and obligations of the Trustees hereunder shall be expressly limited to those imposed upon them by this Trust Agreement.

9.2 No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.

9.3 Trustees are public employees for purposes of G.L. c.258, and shall be indemnified by the Town against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the Town.

9.4 A Trustee shall not be indemnified for violation of the civil rights of any person if he acted in a grossly negligent, willful or malicious manner, or in connection with any matter where it is shown to be a breach of fiduciary duty, an act of willful dishonesty or an intentional violation of law by the Trustee.

ARTICLE 10
MEETINGS OF THE TRUSTEES

10.1. The Board of Trustees may meet at such times and at such places as the Trustees shall determine.

10.2 The Trustees shall comply with the Open Meeting Law, G.L. c.30A, §18-25 and its implementing regulations.

10.2. A quorum at any meeting shall be a majority of the Trustees then in office.

ARTICLE 11
TAXES, EXPENSES, AND COMPENSATION

11.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the Trustees shall use the assets of the Trust Fund to pay for any taxes owed.

11.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, including such compensation for the Trustees as may be approved by Town Meeting from time to time, and reimbursement for reasonable fees incurred through the use of third-party vendors or agents, shall be paid from the Trust Fund unless the Town chooses to pay the expenses directly.

ARTICLE 12
ACCOUNTS

12.1. The Trustees shall keep complete and accurate accounts of all the Trust's receipts, investments and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c.66, §10 and G.L. c.4, §7, clause 26th and their implementing regulations. The person or persons designated by the Town shall be entitled to inspect such records upon request at any reasonable time.

12.2. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the Town at the same time as it is presented to the Trustees.

12.3. The Trust Fund shall be subject to the Commonwealth of Massachusetts Public Employee Retirement Administration Commission's triennial audit.

ARTICLE 13
ANNUAL REPORTS

13.1. The Trustees shall furnish to the Town annually, or more frequently if the Town so requests, a statement of account showing the condition of the Trust Funds and all investments, sales, income,

disbursements and expenses of the Trust and the Trust Fund.

ARTICLE 14
INVESTMENT OF TRUST FUNDS

14.1. The Trustees hereby authorize and direct the Town Treasurer to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy, if applicable.

14.2. In no event shall the funds be invested directly in mortgages or in collateral loans.

ARTICLE 15
CUSTODY OF THE TRUST FUNDS

15.1. The Trustees hereby appoint the Town Treasurer as custodian of the Trust Fund and authorize the Treasurer to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of the Town.

15.2. The Town Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the Trustees may authorize the Town Treasurer to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

ARTICLE 16
TERMINATION OF TRUST

16.1. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by at least three Trustees, provided, however, that continuance of the Trust shall not be deemed to be a contractual obligation of the Town.

16.2. Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Town Treasurer to be used exclusively for providing OPEB to Retired Employees and their eligible dependents and for no other purpose.

16.3. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

ARTICLE 17
AMENDMENTS

17.1. The Trust may only be amended as set forth herein. The Town may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the standards set forth in GASB 74 and GASB 75 to be treated as funded through a qualifying trust or equivalent arrangement.

17.2. This Trust Agreement may be amended, but not revoked, from time to time by the Town, subject to the following limitations:

17.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the Town's OPEB obligations, and reasonable expenses of administering the Trust.

17.2.2. The duties and liabilities of the Trustees cannot be substantially changed without their written consent.

17.3 Any amendment to this Trust shall be executed in writing.

ARTICLE 18
MERGER

18.1. The Town may provide for the merger of the Trust with one or more other trusts established by the Town or other government entities for similar purposes as may be provided by law.

ARTICLE 19
SEVERABILITY OF INVALID PROVISIONS

19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement for any reason, and the remaining parts of the Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

ARTICLE 20
MISCELLANEOUS

20.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

20.2. The titles to Articles of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.

20.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustees, or as to whether or not the Trustees have acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the Trustees may act upon any advice, request or representation in writing by the Trustees, or by the Trustee's duly authorized agent, and shall not be liable to any person in so doing. The certification of the Trustees that they are acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.

20.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

20.5. Until advised to the contrary, the Trustees may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

(Signature Page Follows)

Witnessed By:

Town Manager

Clerk to the Board of Selectmen

Date:

BOARD OF SELECTMEN:

Chairman of Board of Selectmen

Selectmen

Selectmen

Selectmen

Selectmen

BOARD OF TRUSTEES:

Trustee
(current Town of Treasurer)

Trustee
(current Board of Selectman member)

Trustee
(current Town Accountant)

Trustee
(current Board of Selectmen appointee)

Trustee
(current Board of Selectmen appointee)

TOWN OF TRURO
OPEB Liability Trust
Investment Policy Statement

The purpose of this Investment Policy Statement (IPS) is to provide a clear understanding between the Town of Truro, and Rockland Trust Company (Investment Manager) regarding the objectives, goals, risk tolerance, and investment guidelines established for the OPEB (Other Post-Employment Benefits) Liability Trust Fund.

A. Scope

This IPS applies to all funds that are separately designated as long-term OPEB funds. The account will be established as a pooled investment portfolio unless otherwise stated. Any additional contributions to the account will be maintained in the same manner.

B. Introduction

Creating an investment policy is the most critical phase of the entire investment process. The effects of a properly drafted vs. ineffective investment policy statement can be more important than the effects of good or poor investment management. To be successful, an investment policy needs to be appropriate for its setting and intended purpose.

Under GASB 75, the discount rate is based on many factors including but not limited to the Trust's Investment Policy, Funding Policy, expected benefit payments and the rates on long-term municipal bonds. For a well-funded plan, the discount rate should be the long-term expected yield on the investments to be used to pay benefits as they come due. For a lesser funded plan, the discount rate is a blend of the long-term expected yield on plan investments and the 20-year municipal high-grade bond index rate. Investments within an OPEB Trust will closely approximate pension fund-type investment securities.

The policy statement is also designed to withstand "trustee risk" - the possibility that, at some stress point (most frequently an extreme decline in the stock or bond markets), those who oversee the funds may react in a manner detrimental to the long-term health of the Trust Fund.

C. Authority

Massachusetts General Law Chapter 32B, section 20 allows a Government Unit, defined as any political subdivision of the commonwealth, including a municipal lighting plant, local housing or redevelopment authority, regional council of government established pursuant to section 20 of chapter 34B and educational collaborative, as defined in section 4E of chapter 40. The treasurer

of the governmental unit shall be the custodian of the OPEB Fund and shall be bonded in any additional amounts necessary to protect fund assets.

D. Objective

OPEB funds are long-term investments. Given a stated discount rate target, this long-term approach enables the Governmental Unit to invest in long-term assets, such as equities, which tend to have high returns over many years but whose price volatility precludes their use by those with shorter time horizons. By keeping a long-term focus in mind at all times, we hope to weather the periodic bad times.

The Governmental Unit expects this long-term view to provide better results than will be earned by those who pick short-term investments or who liquidate securities during turbulent times. We also expect that equities will serve as a hedge against eroding trust fund values due to long-term inflationary trends.

E. Strategy

The investment allocation will be determined by the Treasurer in consultation with the Investment Manager, Trustees of the OPEB Trust, and pursuant to the most recently executed Investment Portfolio Strategy form to be retained with this IPS.

M.G.L. Chapter 203C, known as the Massachusetts Prudent Investor Act, generally states that a trustee shall invest and manage trust assets as a prudent investor would, considering the purposes, terms, and other circumstances of the trust, including those set forth in subsection c. In satisfying this standard, the trustee shall exercise reasonable care, skill, and caution. A trustee's investment and management decisions respecting individual assets shall be considered in the context of the trust portfolio as a part of an overall investment strategy reasonably suited to the trust.

As stated in Section 3, "among circumstances that a trustee shall consider in investing and managing trust assets are such of the following as are relevant to the trust or its beneficiaries: 1) general economic conditions; 2) the possible effect of inflation or deflation; 3) the expected tax consequences of investment decisions or strategies; 4) the role that each investment or course of action plays within the overall trust portfolio; 5) the expected total return from income and appreciation of capital; 6) other resources of the beneficiaries; 7) needs for liquidity, regularity of income, and preservation or appreciation of capital; and 8) an asset's special relationship or special value, if any, to the purposes of the trust or to one of the beneficiaries".

Also, as stated in Section 4, "a trustee shall reasonably diversify the investments of the trust unless, under the circumstances, it is prudent not to do so".

G. Specific Risks

- **Credit Risk**

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations.

The Investment Manager will purchase investment grade securities with a high concentration in securities rated A or better at time of purchase. Lower-quality investments may only be held through diversified vehicles, such as mutual funds or exchange-traded funds. There will be no limit to the amount of United States Treasury and United States Government Agency obligations.

- **Custodial Risk**

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the Town will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party.

The Treasurer will engage only those institutions with proven financial strength, capital adequacy, and overall affirmative reputation in the municipal industry.

- **Concentration of Credit Risk**

Concentration of credit risk is the risk of loss attributed to the magnitude of a town's investment in a single issuer. The Investment Manager will diversify the investment portfolio so that the impact of potential losses from any one type of security or issuer will be minimized. Securities of a single corporate issuer (with the exception of the United States Government and its Agencies) will not exceed 5% of the portfolio value.

- **Interest Rate Risk**

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Investment Manager will manage interest rate risk by managing duration in the account.

H. Standards of Care

The standard of prudence to be used shall be the "Prudent Person" standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs; not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

I. Diversification

Equity

The equity portion of the portfolio should consist of a diversified mix of investments (individual equities, mutual funds and exchange-traded funds) suitable to achieve the objective of capital appreciation. Individual equity holdings in any one company should not exceed 5% of the market value of the portfolio.

Fixed Income

Investments in fixed income securities will be made principally for income and capital preservation. Diversification should be interpreted in two ways: in terms of maturity as well as instrument type and issuer. Selection should be made from liquid, investment grade corporate debt, convertible debt and obligations of the United States Government and its agencies. Lower-quality investments may only be held through diversified vehicles such as mutual funds or exchange-traded funds. Securities of a single corporate issuer (excluding the United States Government and its Agencies) will not exceed 5% of the portfolio market value.

Individual corporate debt and preferred stock issues must be rated BBB or better – at the time of purchase -, as defined by Moody's and/or Standard & Poor's Rating Agency.

J. Performance Measurement and Evaluation

- The Treasurer, together with the Trustees, will meet with the Investment Manager at least annually to monitor the performance of the Fund and the compliance with these guidelines.
- The Fund's performance will be measured by comparison with the stated objectives in comparison to respective benchmarks. To monitor the intermediate term performance of the Fund, the Treasurer will compare the Investment Manager's results to a blended benchmark to be determined in conjunction with the Investment Manager.
- Rebalancing of the portfolios should happen at least annually or more frequently if appropriate.

- The Investment Policy Statement will be reviewed at least every 3 years to ensure that it remains appropriate and complete

I, Cynthia A. Slade, Treasurer of the Town of Truro, Massachusetts, have reviewed this IPS and will manage the OPEB Liability Trust Fund under my control in accordance with this IPS.

, Treasurer

Date

I, Brian Callow, Senior Vice President and as Representative of Rockland Trust Company, have reviewed this IPS and confirm that Rockland Trust will manage the OPEB Liability Trust Fund under our control in accordance with this IPS.

Rockland Trust Company

By:

Date

Confirmed: *(if applicable)*

(Town Clerk, Selectman, Town Council)

Date

Addendum 1. OPEB Trust Funding Policy

PURPOSE

To provide the basis for a responsible plan for meeting the Town's obligation to provide other postemployment benefits (OPEBs) to eligible current and future retirees. This policy provides guidelines designed to ensure OPEB sustainability and achieve generational equity among those called upon to financially support OPEBs, thereby avoiding transferring costs into the future.

BACKGROUND

In addition to salaries, the Town compensates employees in a variety of other forms. Many earn benefits over their years of service that they will not receive until after retirement. A pension is one such earned benefit. Another is a set of retirement insurance plans for health and life. These are collectively referred to as other postemployment benefits or OPEBs.

OPEBS represent a significant liability for the Town that must be properly measured, reported and planned for financially. As part of a long-range plan to fund this obligation the Town voted to establish an OPEB Trust Fund, which allows for long-term investment at higher rates of return than those realized by general operating funds.

The Town adopted MGL c.32B, sec 20 with the passage of Article 14 of the Annual Town Meeting held April 11, 2011 (FY 2012) which also authorized the transfer of Fifty thousand dollars (\$50,000) of Free Cash as an initial deposit into the Trust. Subsequent Free Cash Transfers of \$600,000 for FY 2015, \$300,000 for FY 2016 and \$400,000 for each of the fiscal years 2017 through 2019 have established the preferred funding policy of not less than \$300,000 and not more than \$600,000 of annual free cash transfers into the Trust.

POLICY

The Town is committed to funding the long-term cost of the benefits promised its employees. To do so, the Town will accumulate resources for future benefit payments in a disciplined, methodical manner during the active service life of the employees. The Town will also periodically assess strategies to mitigate its OPEB liability. This involves evaluating the structure of offered benefits and their cost drives while at the same time avoiding benefit reductions that would place undue burdens on employees or risk making the Town an uncompetitive employer.

A. Accounting, Reporting and Investment

The Town will obtain actuarial analyses of the its OPEB liability every two years and will annually report the Town's OPEB obligations in financial statement that comply with the current guidelines of the Government Accounting Standards Board (GASB).

As custodian, the Treasurer will be responsible for investing the fund's assets; management of the investment portfolio will be provided by the selected Investment Management Firm, presently Rockland Trust. The Trustees will be responsible for providing guidance that insures conformity with the long-term Goals and Objectives established for the Town by the Board of Selectmen, with the state's prudent investor laws and with any Investment Policy adopted by the Town. (Note: Section 238 of Chapter 218 of the Acts of 2016 – Municipal Modernization Act) specifically provides that OPEB funds established before the effective date of the Act, November 7, 2016, will continue as originally established, unless the community "reaccepts said section 20 of chapter 32B after the effective date of this act")

It shall be the responsibility of the Town Accountant to ensure that the Town's independent audit firm reviews compliance with the accounting, reporting, and investment provisions of this policy as part of its annual audits and will report on these to the Town Manager and the Board of Selectmen.

B. Mitigation

On an ongoing basis, the Town will assess healthcare costs and options to analyze strategies to mitigate its OPEB liability. Proposed laws affecting OPEBs and Medicare will be monitored to analyze their impacts. The CCMHC will be encouraged to regularly audit group insurance and retiree rolls and drop any participants found to be ineligible based on work hours, active Medicare status, or other factors.

C. Funding

To address the OPEB liability, and in addition to the previously mentioned commitment to annual Free Cash transfers into the Trust, decision makers shall analyze a variety of funding strategies and subsequently implement them as appropriate with the intention of fully funding the obligation. The Town shall derive funding to invest in the Trust from taxation, free cash and any other legal form.

Achieving full funding of the liability requires the Town to commit to funding its annual required contribution (ARC) each year, which is calculated based on actuarial projections. Along with Truro's commitment of an annual OPEB Trust contribution of not less than \$400,000.00, the Town will seek additional and/or expanded financing sources for funding the ARC. Strategies to be considered include, but are not limited to:

- Transfer unexpended funds from insurance line items to the OPEB Trust
- Appropriate amounts equal to any Medicare Part D reimbursements received by the Town.
- Appropriate a percentage of any new revenue stream(s) identified and adopted after the establishment of the Trust.
- Once the pension system (Barnstable County Retirement System) is fully funded, on a subsequent annual basis, appropriate to the OPEB Trust amounts equivalent to the former pension-funding payment
- Increase the annual contribution to the Trust, by an amount to be determined, for each new, permanent, full-time employment position created and staffed.

ROCKLAND
TRUST

Where Each Relationship Matters®



Investment Management Account Agreement

Investment Management Account

of

_____ (Principal)

_____ (Principal)

with

Rockland Trust Company (Agent),

a Commonwealth of Massachusetts corporation authorized to conduct a trust and banking business.

**The Principal(s) hereby appoint the Agent solely for the purposes hereinafter set forth
and the Agent hereby accepts such appointment:**

- 1) The Agent will hold in safekeeping for the Principal(s)' Account such property as is now or hereafter deposited and all investment and reinvestment thereof.
- 2) The Agent may transfer securities held hereunder to the name of a nominee or it may retain said securities in the name(s) of the Principal(s).
- 3) The Agent will collect and receive any and all income which shall become payable to it as Agent, and will reinvest said income unless otherwise directed by the Principal(s).
- 4) The Agent will review the securities in the Account on a regular basis and will make such purchases and sales as it deems appropriate in its sole discretion to fulfill the investment objectives of the Principal(s).
- 5) The cost basis reporting method for security sales will be first-in, first-out (FIFO). The Principal(s) may at any time give the Agent instructions to sell a security using an alternate cost basis reporting method. Principal(s) acknowledge that securities received with unknown acquisition or purchase dates must be sold first.
- 6) The Agent may invest income and principal cash in a short-term cash equivalent vehicle to be selected by the Agent at such times as the Agent may in its sole discretion deem appropriate, including such accounts with Rockland Trust Company, its affiliates or subsidiaries.
- 7) The Agent will furnish the Principal(s) with a transaction and asset statement on such dates as may be agreed upon. The standard Account reports furnished by the Agent are accepted by the Principal(s).
- 8) The Agent will receive reasonable compensation for services rendered hereunder, in accordance with the effective fee schedule.
- 9) Disclosure of Principal(s): The Agent may:
 - disclose the Principal(s)' names, address and security positions in his/her Account to requesting companies.
 - not disclose the above information.
- 10) To the extent provided under this Agreement, the Agent will vote proxies without liability.
- 11) This Agreement will remain in full force and effect in the event of the death of either Principal(s) and all property then held by the Agent shall become the sole property of the survivor of the Principal(s). The survivor hereby agrees to furnish any documentation required to complete the Agent's responsibilities at such time.
- 12) If this Account is established by more than one person (Principals), it is a Joint Account with right of survivorship. The Agent may accept instructions regarding the Account from either of the Principal(s) and may deliver the assets to either of the Principal(s). If the Agreement is in effect at the time of the death of the survivor of the Principal(s), the Agent will deliver the property then in its possession to the legal representative(s) of the survivor's estate.
- 13) Either the Principal(s) or the Agent reserves the right to terminate this Agreement, provided however, that the terminating party will first give at least thirty (30) days written notice of its intention to terminate.
- 14) Agent cannot guarantee the future performance of Principal(s)' Account(s), promise any specific level of performance or promise that Agent's investment decisions, strategies or overall management of Principal(s)' Account(s) will be successful. The investment decisions Agent will make for Principal(s) are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable. Except as may otherwise be provided by law, Agent will not be liable to Principal(s) for any loss (i) that Principal(s) may suffer as a result of Agent's good faith decisions or actions where Agent exercises the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use in the conduct of an enterprise of a like character and with like aims; (ii) caused by following Principal(s)' instructions; or (iii) caused by a custodian, any broker or dealer to which Agent directs transactions for Principal(s)' Account(s) or by any other third person. Federal and state securities laws impose liabilities

under certain circumstances on persons who act in good faith, and this Agreement does not waive or limit Principal(s)' rights under those laws.

- 15) Investments in stocks, bonds, mutual funds, and other securities are not bank deposits or obligations, are not guaranteed by any bank, and are not insured or guaranteed by the FDIC, the Federal Reserve Board, or any other government agency.
- 16) The Agent shall not manage or make any recommendations with respect to the stock of Independent Bank Corp. or any of its affiliates. The Agent will only purchase, sell or hold the stock of Independent Bank Corp. or any of its affiliates at the express direction of the Principal(s).
- 17) This Agreement shall be governed, interpreted and construed in accordance with the internal laws of the Commonwealth of Massachusetts, which the parties hereto agree shall have exclusive jurisdiction in respect to any dispute regarding the parties hereto.
- 18) Any controversy or claim including, but not limited to, errors and omissions arising out of or relating to this Agreement or the breach thereof that cannot be settled by Agent and Principal(s) shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration

Association then applying. Each of the parties to this Agreement agrees to bear the expenses of the arbitration proceedings equally. Any arbitration award of the arbitrators or the majority of them shall be final and binding, and not subject to review or appeal. Judgment upon any arbitration award rendered may be entered in any court having appropriate jurisdiction.

- 19) All notices and reports required or permitted to be sent under this Agreement shall be sent, if to Agent or if to Principal(s), at the address shown on this Agreement or such other name or address as may be given in writing to the other party. All notices hereunder shall be deemed sufficiently given on the next business day after being sent if: delivered in person, via facsimile transmission, via email, or by overnight delivery service.
- 20) If any provision of this Agreement is or becomes inconsistent with any applicable law or rule, the provision will be deemed rescinded or modified to comply with such law or rule. In all other respects this Agreement will continue in full force and effect. Failure to insist on strict compliance with this Agreement or with any of its terms or any continued conduct will not be considered a waiver by either Principal(s) or Agent of Agent's rights under the Agreement. This Agreement contains the entire understanding between Principal(s) and Agent.

Signatures

This Agreement may be modified by me/us at any time subject to your approval; and may be terminated by me/us or by you at any time by written notice delivered to the other. We hereby acknowledge and consent to the terms, conditions, and facts as set forth in this Agreement.

PRINCIPAL'S SIGNATURE _____ **DATE** _____

PRINT NAME _____ **TITLE** _____

PRINCIPAL'S SIGNATURE _____ **DATE** _____

PRINT NAME _____ **TITLE** _____

PRINCIPAL'S SIGNATURE _____ **DATE** _____

PRINT NAME _____ **TITLE** _____

Accepted by: Rockland Trust Company

Name _____ **Title** _____

Acknowledgements and Authorizations

Fees

I/we hereby acknowledge receipt of the current Rockland Trust fee schedule. Fees are to be charged directly to the Account. I understand that there may be insufficient cash in the Account to cover the fees, and in this event, it will be necessary to sell assets to cover the charge. If it is necessary to sell assets, Rockland Trust Company will sell whatever it deems necessary, in its sole discretion, to cover the amount due.

Telephone authorization

I/we authorize you to accept telephone instructions with regard to any additions (and subsequent security purchases) or withdrawals (and any required security sales) within my/our Account. If a Joint Account, instructions may be accepted from either party.

Privacy

I/we hereby acknowledge receipt of the current Rockland Trust Company Privacy Notice.

Bright Rock Funds

I/we acknowledge that to the extent that execution of our desired portfolio strategy involves investment of a segment of the Account's assets in a *quality large-cap growth strategy* and/or a *mid-cap growth strategy*, the Agent may select a "proprietary" mutual fund, Bright Rock Quality Large Cap Growth Fund and/or Bright Rock Mid Cap Growth Fund. These funds are mutual funds that are advised by Bright Rock Capital Management LLC ("Bright Rock"), a wholly-owned subsidiary of Rockland Trust Company. Bright Rock is paid a fee, based on the amount of fund assets, for its services as investment adviser to the fund. The fees and expenses paid to Bright Rock are described in the prospectus. The undersigned hereby acknowledges receipt of the prospectus for the following proprietary funds:

Bright Rock™ Quality Large Cap Growth Fund **Bright Rock™ Mid Cap Growth Fund**

Customer acknowledges that the fees payable to Agent from proprietary funds may exceed the amount that would be paid to Agent by similar funds.

Agent agrees to rebate to Customer any fees that would be paid to Bright Rock based on the assets invested in the proprietary funds after Bright Rock's receipt of the fee.

Federal and state securities laws impose liabilities under certain circumstances on investment advisers who act in good faith, and this Agreement does not waive or limit Principal(s)' rights under those laws.

PRINCIPAL'S SIGNATURE _____ DATE _____

PRINT NAME _____

Certification (substitute W-9)

If this is a Joint Account, this Certification should be completed by only one of the Joint Account holders.

Social Security No. / Tax Identification No. W-9 ATTACHED

Under the penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am NOT subject to backup withholding either because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a US citizen or other US person

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

PRINCIPAL'S SIGNATURE _____ DATE _____

PRINT NAME _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) TOWN OF TRURO	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ MUNICIPAL CORPORATION	
Address (number, street, and apt. or suite no.) 24 TOWN HALL ROAD -- P O BOX 2030	Requester's name and address (optional) Rockland Trust 2036 Washington Street Hanover, MA 02339
City, state, and ZIP code TRURO, MA 02666-2030	
List account number(s) here (optional) ALL DEPARTMENTS	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number
04 6001327

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Prudi Brazil</i>	Date ▶ <i>MAY 22, 2019</i>
------------------	--	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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

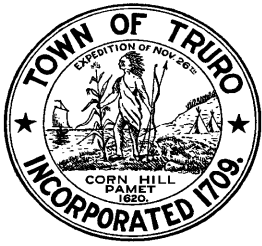
A. Review/Approve and Authorize Signature:

1. *Application for an Entertainment License: Sustainable Cape-Truro's Farmers Market*
2. *Application for a Sunday One-Day Entertainment License: Truro Vineyards of Cape Cod*

B. Reappoint Diane Messinger to the Conservation Commission, Chris Lucy to the Zoning Board of Appeals (alternate to full member)

C. Review and Approve Seasonal Licenses: Days Market and Deli (Common Victualer)

D. Review and Approve Board of Selectmen Minutes: May 7, 2019



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: May 28, 2019

ITEM: Approval of Entertainment License for *Monday Entertainment at Truro Farmer's Market; June 3-August 26.*

EXPLANATION: MGL Chapter 140 § 181 provides local authority to license performance events. Entertainment Application for review and approval is for a Mondays starting June 3-August 26, 2019 from 8:00am-12:00pm with acoustic musicians. The Entertainment applications have been reviewed by the Chief of Police.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Sustainable Cape will not be able to hold their Farmer's Market with entertainment.

SUGGESTED ACTION: *MOTION TO approve an Entertainment License for Sustainable Cape for Mondays starting June 3, 2019 through August 26, 2019 from 8:00am-12:00pm at Pamet Park in Truro and to authorize the Chair to sign the application.*

ATTACHMENTS:

1. One Day Entertainment Application approved by Chief of Police



TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

PH: 508-349-7004, Ext. 10 & 24 Fax: 508-349-5505

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

Consent Agenda Item: 6A1

Official Use Only

Permit No. _____

PALD
CHK # 2131 \$162.50
Rec'd 4/19/19

Application for an Entertainment License

Weekday

Sunday

RCVD 2019 APR 13 10:40
ADMINISTRATIVE OFFICE
TOWN OF TRURO

The undersigned hereby applies for a license in accordance with the provisions of Mass. General Laws, c.140 §181

BUSINESS/ORGANIZATION INFORMATION

FRANCIE RANDOLPH

Name of Applicant

SUSTAINABLE CAPE

Business/Organization Name

PO Box 1004 TRURO, MA 02666

Mailing Address of Business/Organization

Is this a Non-profit or For-profit Entity (Check the appropriate box)

Yes

No

If yes, proof of 501c3 must accompany this application

HANNAH GALLAND

Contact Person

Phone Number

Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

MONDAYS, JUNE 3RD TO AUGUST 26, 2019

Day (s)/Date (s) of Event for License to be issued

TRURO EDUCATIONAL FARMERS MARKET

Purpose of Event (example: fundraiser)

Hours of Event (from - to) 8AM TO 12PM

PAMET PARK/VETERANS MEMORIAL PARK

Location (Must provide facility name, if any, street number and name)

Event is: Indoor Outdoor Event

(Please check applicable box)

TOWN OF TRURO

Property Owner Name and Address

Phone number

Seating Capacity: _____

Occupancy Number: _____

Name of Caterer (if applicable)

Approximate number of people attending 800

If the event is catered please return Caterer Food Service Form to Health Agent at Fax # 508.349.5508

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

Will there be Police Traffic Control? Yes No

If yes; you **must** also apply for a One Day Alcohol License

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments USUALLY ONE PER WEEK (SOMETIMES A DUO)

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

Other: Video Games Pool/Billiard Tables (Please indicate quantity) _____

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable regulations of the Town of Truro.

Januel Oklaad
Signature

4/5/19
Date

- A valid entertainment license must be on the premises before the entertainment is commenced.
- No entertainment shall be offered, conducted, or otherwise provided by any establishment licensed under MGL Chapter 140 without first obtaining an entertainment license from the Board of Selectmen.
- Sunday entertainment must be specifically requested and addressed in the permitting process.
- These regulations are intended to allow the Board of Selectmen to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

Permit No. _____

Board of Selectmen _____ Meeting Date _____

Police Department *[Signature]* Date 5/2/19

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



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: May 28, 2019

ITEM: Approval of Sunday One Day Entertainment Licenses for *Summer Sundays* at Truro Vineyards of Cape Cod, 11 Shore Road.

EXPLANATION: MGL Chapter 140 § 181 provides local authority to license performance events. The One Day Entertainment Application for review and approval are for a Summer Sundays starting June 30 through August 25, 2019 from 5:00-7:00pm with a DJ and recorded music amplified. The Entertainment applications have been reviewed by the Chief of Police.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Truro Vineyards will not be able to hold their Summer Sundays with entertainment.

SUGGESTED ACTION: *MOTION TO approve Sunday One Day Entertainment Licenses for Truro Vineyards of Cape Cod for Sundays starting June 30, 2019 through August 25, 2019 from 5:00pm-7:00pm at 11 Shore Road in Truro and the Commonwealth of Massachusetts License for Public Entertainment on Sunday and to authorize the Chair to sign the applications.*

ATTACHMENTS:

1. One Day Entertainment Application approved by Chief of Police



TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

PH: 508-349-7004, Ext. 110 or 124 Fax: 508-349-5505

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

RCVD 2019MAY18 AM10:21
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Application for an Entertainment License

Weekday Saturday *Sunday

*Please complete the Commonwealth's Public Entertainment on Sunday Application

The undersigned hereby applies for a license in accordance with the provisions of Mass. General Laws, c.140 §183A amended, Ch. 140§181 & Ch.136§4

BUSINESS/ORGANIZATION INFORMATION

Kristen Roberts Truro Vineyards of Cape Cod
 Name of Applicant Business/Organization Name
 PO Box 834 North Truro, MA 02652
 Mailing Address of Business/Organization

Is this a Non-profit or For-profit Entity (Check the appropriate box) Yes No
 If yes, proof of Non-profit status **must** accompany this application

Kristen Roberts 508-487-6200 trurovineyards@gmail.com
 Contact Person Phone Number Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name Mailing Address
 Phone Number Email Address

EVENT INFORMATION

6/30/19, 7/7/19, 7/14/19, 7/21/19, 7/28/19, 8/4/19, 8/11/19, 8/18/19, 8/25/19
 Day (s)/Date (s) of Event for License to be issued Purpose of Event (example: fundraiser)
 Hours of Event (from - to) 5:00-7:00

Truro Vineyards 11 Shore Road North Truro, MA 02652 Event is: Indoor Outdoor Event
 Location (Must provide facility name, if any, street number and name) (Please check applicable box)

Kristen Roberts 508-487-6200
 Property Owner Name and Address Phone number

Seating Capacity: N/A Occupancy Number: _____

Approximate number of people attending _____
 Name of Caterer (if applicable) _____

If the event is catered please return Caterer Food Service Form to Health Agent at Fax # 508.349.5508

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No **If yes; you must also apply for a One Day Alcohol License**

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

Other: Video Games Pool/Billiard Tables (Please indicate quantity) _____

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable regulations of the Town of Truro.

Signature

Date

5-15-19

- A valid entertainment license must be on the premises before the entertainment is commenced.
- No entertainment shall be offered, conducted, or otherwise provided by any establishment licensed under MGL Chapter 140 without first obtaining an entertainment license from the Board of Selectmen.
- Sunday entertainment must be specifically requested and addressed in the permitting process, under MGL 136.
- These regulations are intended to allow the Board of Selectmen to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

Fee \$50.00

APPROVAL

License No. 2019-03517

Board of Selectmen _____ Meeting Date 5/28/2019

Police Department  _____ Date 5/22/2019

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

THE COMMONWEALTH OF MASSACHUSETTS

Town Truro OF Truro



State Fee, \$ _____
Municipal Fee, \$ _____

LICENSE

For
PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Truro Vineyards in or on the property at No. 11 Shore Road North Truro, MA 02652 (address)

The Licensee or Authorized representative, Kristen Roberts in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
6/30, 7/7, 7/14, 7/21	5-7	Summer Sunday, music + food
7/28, 8/4		
8/11, 8/18, 8/25		

Hon. _____ Mayor/ Chairman of Board of Selectman, _____ (City or Town)

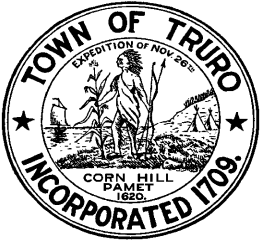
Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: May 28, 2019

ITEM: Application to Serve on the Conservation Commission

EXPLANATION: Diane Messinger has submitted her application to serve on the Conservation Commission. This will be a full-member, three-year, reappointment. The Chair has endorsed Ms. Messinger and all forms/paperwork have been signed.

Chris Lucy has submitted his application to serve to move from alternate member to full member on the Zoning Board of Appeals for a three year term. All forms/paperwork have been signed.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicants will not be able to participate as members of the Boards/Committees they have applied to.

SUGGESTED ACTION: *Motion to re-appoint Diane Messinger to the Conservation Commission for a three-year term which will expire on June 30, 2022 and Chris Lucy to the Zoning Board of Appeals for a three-year term which will expire on June 30, 2022.*

ATTACHMENTS:

1. Diane Messinger's application to Serve/Chair's Endorsement
2. Chris Lucy's application to Serve



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

REC'D 2019 MAY 13 11:43
ADMINISTRATIVE OFFICE
TOWN OF TRURO

NAME: Leanne Messenger HOME TELEPHONE: [REDACTED]

ADDRESS: 3 Blueberry Ln. WORK PHONE: same

MAILING ADDRESS: PO Box #683 E-MAIL: [REDACTED]

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

Conservation Commission

SPECIAL QUALIFICATIONS OR INTEREST: _____

I have served for many years & continue to learn more. I am concerned with protecting our environment.

Because our agent Emily Beebe has made an effort to teach us & expand our knowledge of the rules & regulations I am more & more excited about the role of the commission.

SIGNATURE: Leanne Messenger DATE: May 10, 2019

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

SIGNATURE: _____ DATE: _____

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

From: Deborah McC <[REDACTED]>
Sent: Monday, May 13, 2019 3:30 PM
To: Noelle Scoullar
Subject: reappointment to ConsCom for Diane Messinger

reply from deborah:

Diane Messinger has served on the conservation commission for several years, at least eight by my memory. Over that time she has learned the language and principles of the Massachusetts Wetlands Protection Act, our Truro Conservation by-law, the Massachusetts Code of Regulations and the various federal statutes, by-laws and common law opinions that together comprise the field of conservation law. Along the way , Diane learned how to argue conservation cases, how to measure environmental impact and the various factors that together make up the field of conservation law.

Diane is an artist, and is very well educated, particularly so within her field. She has brought her abilities to bear on her position within the conservation commission with the result that she is well able to analyze the issues presented and to rank their priorities within our community. Recently Diane has begun to focus on the problems of global warming and the impact of ice melt around the poles. She is an effective negotiator, and is well able to bring other members of the commission to her point of view. This type of conflict resolution is particularly helpful when one is trying, as Diane so often does, to reach a solution that will bring the community together in support of the desired result without casting any part of the interested parties aside. Diane should be reappointed, not just because she is passionate about a correct

and well reasoned decision but also because she believes, and rightly so, that long term support of any decision is most easily garnered when the deciders, here the commission members, buy-in to the result, claiming it as their own.

Diane Messinger should be reappointed to the Conservation Commission not just because she works hard to help everyone come to the right decision, but because she helps each of the members come to a decision they can understand and support as their own.

Deborah L. McCutcheon

Chair, Truro Conservation Commission

REC'D 2019 MAY 15 AM 9:16
ADMINISTRATIVE OFFICE
TOWN OF TRURO



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: CHRIS Lucy HOME TELEPHONE: [REDACTED]

ADDRESS: 16 GLACIER DRIVE WORK PHONE: [REDACTED]

MAILING ADDRESS: P.O. Box 944 E-MAIL: [REDACTED]

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

ZONING BOARD OF APPEALS

SPECIAL QUALIFICATIONS OR INTEREST: CURRENT ALTERNATE MEMBER
APPLYING TO ALTERNATE POSITION RENEWAL OR FULL
MEMBER IF POSITION IS AVAILABLE

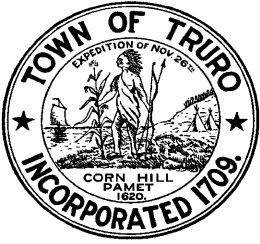
COMMENTS: INVOLVED IN ZONING ISSUES FOR 20 YEARS, FULL
KNOWLEDGE OF BYLAWS OF TRURO

SIGNATURE: [Signature] DATE: 5/7/19

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

SIGNATURE: _____ DATE: _____

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



Consent Agenda Item: 6C

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration/Licensing

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: May 28, 2019

ITEM: Approval of 2019 Seasonal License Renewal for Days Market and Deli (Common Victualer) located at 271 Shore Rd

EXPLANATION: Attached is a seasonal license renewal application and supporting documentation under the authority of the Select Board as Local Licensing Authorities. If you approve for renewal, the license will be issued only upon compliance with all regulations and upon receipt of the necessary documents and fees. There was a requirement for a Grease Trap that has been finalized with the Building and Health Department. The Health Agent approved the revised Food Service License with an issue date of April 24, 2019.

Mass General Law	Licenses & Permits Issued by the Select Board	Names of Businesses
Chapter 140 § 2	Common Victualer-Cook, Prepare & Serve Food	Days Market and Deli

IMPACT IF NOT APPROVED: The License will not be issued.

SUGGESTED ACTION: *MOTION TO approve 2019 Seasonal Common Victualer (food) for Days Market and Deli upon compliance with all regulations and receipt of the necessary documents and fees.*

ATTACHMENTS:

1. Renewal Application for 2019: Days Market and Deli

HEALTH DEPARTMENT
TOWN OF TRURO

APR 09 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: _____ or _____

2019-092

APPLICATION FOR FOOD SERVICE – COMMON VICTUALER

New Renewal

Section 1 – License Type

Type of License: Food Service Common Victualer

Type of Food Service Establishment:

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

Section 2 – Business/Owner/Manager Information

Federal Employers Identification Number (FEIN/SS) _____

Business Name: Days Real Estate Trust DBA Days Market

Owner Name: Joseph M Days Email Address: _____

Mailing Address: 3631 Kent Drive, Naples FL 34112

Phone No: _____

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

Name: Mylan Janoplis Email Address: _____

Mailing Address: PO Box 362, Provincetown MA 02657

Phone No: _____ 24 Hour Emergency: _____

Section 3 – Business Operation Details

Number of Seats: Inside: N/A Outside: _____ Number of Employees: _____

Length of Permit: Annual Seasonal Operation

Hours of Operation: 7am To 10pm

Days Closed Excluding Holidays: _____

If Seasonal: Approximate Dates of Operation: 5 / 1 / 19 To 10 / 31 / 19

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

Mylian Janoplis

Pamela Stahl

Allergen Awareness Certification (attach copy):

Mylian Janoplis

Pamela Stahl

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:

Lobster Rolls - Deli Sandwiches - Ice Cream

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:

Joseph M. Daps

Date:

4/6/19

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 _____

Rev 9/17

Number: 2019-092A

Fee \$50.00

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:

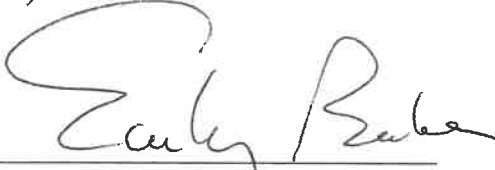
Whose place of business is **Joseph Days, mgr., d/b/a Days Market**
271 Shore Rd

Type of business and any restrictions **Retail food market and Deli**

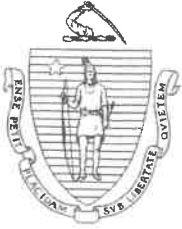
To operate a food establishment in **Truro**
(City or Town)

Permit Expires: **December 31, 2019**

Date Issued: **April 24, 2019**



Emily Beebe, R.S.
Truro Board of Health



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

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

Applicant Information

Please Print Legibly

Business/Organization Name: MCJLT, Inc. DBA DAYS Market + Deli

Address: 271 Shore Rd

City/State/Zip: N. TRURO, MA 02652 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

- 1. I am an employer with 5-6 employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

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

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

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

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

Insurance Company Name: Berkshire Hathaway Guard

Insurer's Address: PO Box A-H - 16 S. River Street

City/State/Zip: Wierzes-Barre PA 18703-0020

Policy # or Self-ins. Lic. #: [REDACTED] 12/2/20

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

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

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

Signature: [Signature] Date: 4/9/19

Phone #: [REDACTED]

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2019

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.

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 FIRESIDE INSURANCE AGENCY, INC. 36 Shank Painter Road #10 P.O. Box 760 Provincetown, MA 02657	CONTACT NAME: _____	
	PHONE (A/C, No. Ext): _____	FAX (A/C, No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NorGUARD Insurance Company		31470
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

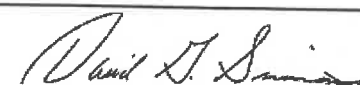
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED 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 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	04/22/2019	04/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Employees: Full Time: 2; Part Time: 1 Governing Class Description: STORE:DELI-RTL-NO UNCOOKED FRSH MTS

CERTIFICATE HOLDER Town of Truro Town Hall 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: 



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME: DAYS MARKET & DELI

OWNER/MANAGER: MYLAN JANOPOLIS

ADDRESS: 271 SHORE ROAD N. TRURO, MA 02652

PHONE #: [REDACTED] NUMBER OF UNITS: _____

CONTACT PERSON: MYLAN JANOPOLIS

ADDRESS: 34 COMMODORE AVE PROVINCETOWN, MA 02657

TESTING COMPANY: White Electric

TESTING ELECTRICIAN/TECHNICIAN: DAVID WHITE

508-237-3518
COMPANY PHONE #: _____ HOME PHONE #: _____

LICENSE #: 32286E

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

COMMENTS: Emergency light exit signs Flt Door
switch Store only

DATE OF CERTIFICATION: 4/8/19 BY: David White
Signature of Licensed Electrician

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

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: PAMELA STAHL

Certificate Number: 3836809

Date of Completion: 3/31/2019

Date of Expiration: 3/31/2024



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

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

Issued By:

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

800.765.2122
www.restaurant.org

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: MYLAN JANOPLIS

Certificate Number: 3836810

Date of Completion: 3/31/2019

Date of Expiration: 3/31/2024



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

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

Issued By:

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

800.765.2122
www.restaurant.org

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

MYLAN JANOPLIS

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).

17744645

CERTIFICATE NUMBER

10697

EXAM FORM NUMBER

4/20/2019

DATE OF EXAMINATION

4/20/2024

DATE OF EXPIRATION

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



#0655



Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2).

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.

This document cannot be reproduced or altered.

17110811

v.1711

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

PAMELA STAHL

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).

17744644

CERTIFICATE NUMBER

10697

EXAM FORM NUMBER

4/20/2019

DATE OF EXAMINATION

4/20/2024

DATE OF EXPIRATION

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



#0655



Sherman Brown
Executive Vice President, National Restaurant Association Solutions



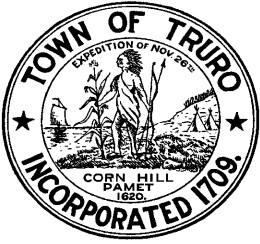
In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2).

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.

This document cannot be reproduced or altered.
17110811

v.1711

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL. 60606-6383 or ServSafe@restaurant.org.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Police

REQUESTOR: Jamie M. Calise, Chief of Police

REQUESTED MEETING DATE: May 28, 2019

ITEM: Departmental Rules and Regulations

EXPLANATION: The Truro Police Department's Rules and Regulations Manual was last updated on April 3, 2012. This April 2019 update includes new job descriptions and other general updates. The main changes include:

1. Addition of Deputy Chief and Master Patrolman Positions.
2. Modifications to the Lieutenant position to reflect new agency command structure.
3. Removal of dispatcher responsibility of processing prisoners. This was an old practice that was abandoned for safety and liability reasons many years ago.
4. Addition of Malicious Gossip rule.
5. Minor modifications and consolidation of language.

IMPACT IF NOT APPROVED: Manual will continue to include outdated information.

SUGGESTED ACTION: *Motion to approve the April 2019 updated Truro Police Department Rules and Regulations Manual.*

ATTACHMENTS:

1. Truro Police Department Rules and Regulations Manual

TRURO POLICE DEPARTMENT

RULES AND REGULATIONS

MANUAL

The Rules and Regulations for the government of the Truro Police Department is issued by the Board of Selectmen, through the Chief of Police, pursuant to the authority contained in Section 97 of Chapter 41 of the General Laws of the Commonwealth of Massachusetts, as amended, accepted by the vote of the Annual Town Meeting of March 7, 1966.

A copy of this Manual was delivered to the Board of Selectmen through the Town Manager on April 25, 2019.

The effective date of these Rules and Regulations shall be April 25, 2019, and they shall remain in full force and effect until amended or rescinded.

JAMIE M. CALISE
CHIEF OF POLICE

CONTENTS

1.0 – AUTHORITY	7
2.0 – RECEIPT	8
3.0 – INTRODUCTION	9
○ Law Enforcement Code of Ethics	10
4.0 – PROFESSIONAL CONDUCT AND RESPONSIBILITIES	11
○ Rule 4.1 – Privacy and Off-Duty Conduct	12
○ Rule 4.2 – Conduct Unbecoming an Employee	12
○ Rule 4.3 – Membership in Organizations	13
○ Rule 4.4 – Improper Associations	13
○ Rule 4.5 – Undue Influence	14
○ Rule 4.6 – Improper Buying, Receiving or Selling	14
○ Rule 4.7 – Department Correspondence	14
○ Rule 4.8 – Mailing Address	14
○ Rule 4.9 – Interfering with Course of Justice	14
○ Rule 4.10 – Possessing Keys to Private Premises	15
○ Rule 4.11 – Private Benefit from Departmental Association	15
○ Rule 4.12 – Off-Duty Employment	15
○ Rule 4.13 – Political Activities	15
○ Rule 4.14 – Gifts and Gratuities	15
○ Rule 4.15 – Testimonials and Presents	16
○ Rule 4.16 – Unauthorized Transactions	16
○ Rule 4.17 – Use of Official Position	16
○ Rule 4.18 – Badges, Decals, Insignia	16
○ Rule 4.19 – Conflict of Interest Law	17
• 5.0 – DUTY	18
○ Rule 5.1 – Neglect of Duty	18
○ Rule 5.2 – Incompetence	18
• 6.0 – PUBLIC STATEMENTS AND FREE SPEECH	19
○ Rule 6.1 – Public Criticism of The Department	19

○ Rule 6.11 – Criticism and Malicious Gossip	19
○ Rule 6.2 – Disparaging Remarks	20
○ Rule 6.3 – Courtesy	20
○ Rule 6.4 – Recommending Private Services	20
○ Rule 6.5 – Questions of Citizens	20
○ Rule 6.6 – Identification	20
○ Rule 6.7 – Dissemination of Official Information	21
○ Rule 6.8 – Testimony in Civil Cases	21
○ Rule 6.9 – Truthfulness	21
○ Rule 6.10 – Statements Concerning Liability	22
○ Rule 6.11 – Testifying for Defendant in Criminal Cases	22
○ Rule 6.12 – Recommendation for Disposition of Cases	22
○ Rule 6.13 – Use of Department Records, Reports and Communications	22
○ Rule 6.14 – Dealing with Local Officials	22
● 7.0 – ORDERS	23
○ Rule 7.01 – Unlawful Orders	23
○ Rule 7.02 – Conflicting Orders	23
○ Rule 7.03 – Unjust or Improper Orders	23
○ Rule 7.04 – Instructions from Telecommunicator	23
○ Rule 7.05 – Types of Orders	24
○ Rule 7.06 – Insubordination	24
● 8.0 – UNIFORMS AND APPEARANCE	25
○ Rule 8.1 – Hair Styles for Male Employees	25
○ Rule 8.11 – Mustache and Beard	25
○ Rule 8.2 – Hair Styles for Female Officers	25
○ Rule 8.3 – Earrings	25
○ Rule 8.4 – Wearing the Uniform	26
○ Rule 8.5 – Civilian Clothing	26
○ Rule 8.6 – Tattoos and Body Art	26
● 9.0 – ATTENTION TO DUTY	27
○ Rule 9.1 – Professional Image	27
○ Rule 9.2 – Devotion to Duty	28
○ Rule 9.3 – Loitering	28

○ Rule 9.4 – Duty Time Limited to Police Work	28
○ Rule 9.5 – Reporting for Duty	28
○ Rule 9.6 – Sleeping	28
○ Rule 9.7 – Gambling	28
○ Rule 9.9 – Leaving Vehicles Unattended	29
○ Rule 9.10 – Smoking While on Duty	29
○ Rule 9.11 – Awareness of Activities	29
○ Rule 9.12 – Leaving the Community	29
○ Rule 9.13 – Duty Status	29
○ Rule 9.14 – Departmental Communications	30
○ Rule 9.15 – Mutual Protection	30
○ Rule 9.16 – Duties While in Courts	30
○ Rule 9.17 – Reports	30
○ Rule 9.18 – Cooperation with Internal Investigations	30
○ Rule 9.19 – Withholding Evidence	30
○ Rule 9.20 – Testimony	31
○ Rule 9.21 – Report of Rule Violations	31
● 10.0 – GENERAL REQUIREMENTS	32
○ Rule 10.1 – Residency	32
○ Rule 10.2 – Home Address and Telephone	32
○ Rule 10.3 – Defects in Streets or Roadways	32
○ Rule 10.4 – Meals	32
○ Rule 10.5 – Policies and Procedures Compliance	32
○ Rule 10.6 – Payment of Debts/Legal Liabilities	32
○ Rule 10.7 – Warrants for Assault Upon A Police Officer	33
○ Rule 10.8 – Release Without Arraignment	33
○ Rule 10.9 – Incurring Department Liability	33
○ Rule 10.10 – Duties While Suspended	33
○ Rule 10.12 – Civil Disputes	33
○ Rule 10.13 – Civil Suits for Personal Injury	33
○ Rule 10.14 – Immorality	34
○ Rule 10.15 – Criminal Conduct	34
● 11.0 – DEPARTMENTAL PROPERTY AND EQUIPMENT	35
○ Rule 11.1 – Damaged, Defective or Inoperative Property and Equipment	35

○ Rule 11.2 – Care of Department Buildings	35
○ Rule 11.3 – Authorized Equipment	35
○ Rule 11.4 – Surrender of Department Property	35
○ Rule 11.5 – Private Vehicles	35
○ Rule 11.6 – Department Telephones	36
○ Rule 11.7 – Department Vehicles	36
○ Rule 11.8 – Upkeep of Police Manual	36
○ Rule 11.9 – Transporting Citizens	36
○ Rule 11.10 – Responsibility for Department Property	36
○ Rule 11.11 – Care of Department Property	36
○ Rule 11.12 – Items of Identification	37
○ Rule 11.13 – Personal Police Equipment	37
○ Rule 11.14 – Care and Security of Firearms	37
○ Rule 11.15 – Care and Custody of Property	37
○ Rule 11.16 – Evidence/Suspected Contraband	37
○ Rule 11.17 – Responsibility for Vehicle	38
○ Rule 11.18 – Department Notices	38
○ Rule 11.19 – Reporting Accidents	38
● 12.0 – REPORTS	39
○ Rule 12.1 – Filing Reports	39
○ Rule 12.2 – Falsifying Records	39
○ Rule 12.3 – Withholding Evidence	39
○ Rule 12.4 – Feigning Illness or Injury	39
○ Rule 12.5 – Departmental Records/Reports/Citations	39
○ Rule 12.6 – Line-Of-Duty Disability	39
● 13.0 – FITNESS FOR DUTY	40
○ Rule 13.1 – Absence	40
○ Rule 13.2 – Military Leave of Absence	40
○ Rule 13.3 – Sick Leave	40
○ Rule 13.4 – Doctor’s Certificate	40
○ Rule 13.6 – Notification	40
○ Rule 13.7 – Possession/Use of Alcohol	40
○ Rule 13.8 – Smoking Tobacco	41
○ Rule 13.9 – Possession/Use of Controlled Substances	41

○ Rule 13.10 – Intoxicants and Drug Possession	41
● 14.0 – ACCOUNTABILITY AND DISCIPLINE	42
○ Rule 14.1 – Accountability and Discipline	42
○ Rule 14.2 – Commendations	43
● 15.0 - DUTIES AND RESPONSIBILITIES	44
○ Rule 15.1 – Chief of Police	44
○ Rule 15.1.1 – Deputy Chief of Police	46
○ Rule 15.2 – Lieutenant	48
○ Rule 15.3 – Sergeant	50
○ Rule 15.4 – Police Officer	51
○ Rule 15.4-1 – Patrol Supervisor (OIC)	53
○ Rule 15.4-2 – Master Patrolman	54
○ Rule 15.4-3 – Evidence Officer	54
○ Rule 15.4-4 – Detective Sergeant	55
○ Rule 15.4-5 – Part-Time (Special) Police Officer	57
○ Rule 15.5 – Administrative Assistant	59
○ Rule 15.5-5 – Communications Supervisor	60
○ Rule 15.6 – Telecommunicator	60
○ Rule 15.6-1 – Part-Time Telecommunicator	61
○ Rule 15.7 – Matrons	62

1.0 – AUTHORITY

The Rules and Regulations for the government of the Police Department of the Town of Truro Police Department is issued by the Board of Selectmen, through the Chief of Police, pursuant to the authority contained in Section 97 of Chapter 41 of the General Laws of the Commonwealth of Massachusetts, as amended, accepted by the vote of the Annual Town Meeting of March 7, 1966.

2.0 – RECEIPT

Employees of the Truro Police Department shall subscribe their names to the following agreement:

I hereby acknowledge receipt of a copy of the Manual of the Rules and Regulations for the government of the Truro Police Department, as amended, on April 25, 2019.

Signature of Employee

Date

Printed Name of Employee

This document shall be placed in the employee’s personnel folder. A copy shall be maintained in the Professional Standards Division.

Issued by Chief Jamie M. Calise

Chief Jamie M. Calise

3.0 – INTRODUCTION

Law enforcement is, at the same time, one of the most demanding, yet one of the most rewarding, professions. The role of police employees in a democratic society is an ever-changing one. The training that an individual receives at the police academy is but a first step in an on-going process of education and training which will span an employee's career. This department is committed to making in-service and specialized training available to its members, consistent with statutory mandates and subject to municipal appropriation. Members are encouraged to pursue degree programs in law enforcement as well. This Manual of Rules and Regulations, including applicable job descriptions, along with the department's policies and procedures manual and general orders, should constantly remind members of what is expected of them.

The quasi-military nature of a police agency is one of its time-tested traditions. A rank structure and a chain of command have proven an essential component, especially in an organization involved in dangerous and even life-threatening activities. The need for camaraderie and teamwork are evident to the experienced law enforcement professional. Our distinctive appearance, including uniforms and grooming standards, helps foster *esprit de corps* and security among members of the department, as well as recognition and confidence among members of the public.

The standard of conduct expected of members of the law enforcement community is higher than that demanded of other municipal employees. We recognize this in accepting appointment to our chosen profession. The needs of public confidence require that we are held to a high ethical standard, which dictates the avoidance of even the appearance of impropriety. Likewise, we acknowledge the need for reasonable restrictions on our off-duty conduct, especially where it reflects on our profession or the department.

The department is aware of its labor relations obligations. It is prepared to bargain with the appropriate representative(s) regarding the impact, if any, which any rules and regulations have on mandatory subjects of bargaining.

This Manual will generally serve as the basis for departmental discipline. It attempts to outline the minimal level of conduct expected of each member. Familiarity with its contents is required. On a more positive note, members are encouraged to use this Manual as part of their overall training experience. Each member should endorse the ethical standards and commit themselves to a code of conduct befitting of members of our noble profession.

Use of the masculine is intended to facilitate readability. Where appropriate, the masculine will include both genders and the singular and plural are interchangeable.

Whenever this Manual refers to such things as permission or approval of the Chief, this will refer to his designee when, from time to time, the Chief authorizes others to act on his behalf in appropriate circumstances. Use of the terms patrol supervisor, shift commander, superior officer, or OIC, may occasionally be used interchangeably.

This manual affects all employees of all classifications of the Truro Police Department, unless specifically noted otherwise.

The Law Enforcement Code of Ethics is a time-honored tradition among members of our profession. Its inclusion in this Manual is meant to make members adhere to the lofty goals and worthwhile objectives, which are consistent with our professional calling.

LAW ENFORCEMENT CODE OF ETHICS

As a Law Enforcement officer, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deceptions, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all individuals to liberty, equality and justice.

I will keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature will be kept forever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless persecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve those objectives and ideals, dedicating myself before God to my chosen profession...law enforcement.

4.0 - PROFESSIONAL CONDUCT AND RESPONSIBILITIES

The police are the most visible and most readily accessible representatives of local government. They respond to calls for assistance of a diversified nature and are expected to resolve a wide variety of community problems as they occur. Officers and Telecommunicators are professionals. They are expected to maintain exceptionally high standards in the performance of their duty while conducting themselves at all times, both on and off duty, in such a manner as to reflect favorably upon themselves and the department.

Effective police operations require loyalty to the department and to their associates, maintaining a genuine spirit of cooperation and rendering appropriate assistance to a fellow police officer or citizen exposed to danger or in a situation where danger may be impending.

To accomplish these purposes, the professional responsibilities of police officers within their area of jurisdiction, include the following functions:

- a) The protection of life and the safeguarding of property.
- b) The prevention and control of crime within the territorial jurisdiction of the Town of Truro, including Route 6 and the areas within the National Seashore.
- c) The investigation of crime, the apprehension of criminal offenders and the recovery of stolen property.
- d) The preservation of public peace and good order.
- e) The immediate response to public emergencies.
- f) The creation of a sense of safety and security for the entire community through vigilant preventive patrol and community policing.
- g) The accomplishment of all police objectives within the law and the constitutional guarantees of all citizens.
- h) The performance of such other police related services, duties, functions and responsibilities required of the officer by the department and/or the community.
- i) The advancement of a cooperative relationship with the general public.
- j) The creation of awareness through the implementation of educational programs.

Public scrutiny, and sometimes public criticism, is directed not only at police performance but also at the behavior, both on and off duty, of those who deliver police services. The establishment of proper standards for police behavior must not only meet the expectations of the citizen but also protect the rights of police officers and employees.

The department recognizes that its employees have certain basic personal rights and restricts those rights only when necessary to ensure the integrity of the department and its personnel and that the highest quality of police services are maintained.

RULE 4.1 – PRIVACY AND OFF-DUTY CONDUCT

The department will generally limit its inquiry into an employee's personal matters, off-duty conduct, and outside employment, to situations reflecting upon the department or affecting the employee's ability or fitness for duty. An employee's right to privacy guarantees that disclosure of personal matters can be compelled only if the employer's interest in the disclosure outweighs the employee's privacy interest. When the department determines that inquiry into an employee's private life is legitimate, it will make the scope of the inquiry as narrow as reasonable under the circumstances.

An employee's medical and psychological fitness for duty is a matter of continuing departmental concern. The department is authorized to require employees to submit to medical, drug, and/or psychological examinations on a periodic basis or whenever there is reason to question the employee's fitness for duty. Reports of such examinations will be maintained in a separate file and dissemination of the information will be restricted to appropriate individuals.

The department has a legitimate interest in preserving its public image of trust and respect. An employee's off-duty personal relationships should not bring discredit to the employee or department, impact the employee's ability to perform their job, or result in poor job performance.

The department has the right to regulate the off-duty employment of its employees. The emergency nature of law enforcement, the need to ensure that employees report for work in good physical and mental condition, and the need to prevent conflicts of interest, all combine to provide the department with discretion in regulating off-duty employment.

RULE 4.2 – CONDUCT UNBECOMING AN EMPLOYEE

It is impossible to have detailed rules governing every conceivable situation. However, police employees have come to understand that certain behavior is clearly not in keeping with the good order and proper operation of the department. This rule has been shown to be capable of objective interpretation. It must not be subject to the whim of police administrators. The standard of conduct expected of police employees is learned in a variety of ways, from academy and in-service training to manuals, orders, and various written directives. It is fair to say that conduct unbecoming an

employee occurs when a reasonable employee under the circumstances would be aware that their behavior was inappropriate.

Both on and off-duty conduct may subject an employee to a charge of conduct unbecoming an employee. Employees do not sever their relationship with the department at the end of their shift. An employee's off-duty conduct, especially where there is some nexus or connection to the department or where the employee's status as a police employee is known, may reflect unfavorably on both the employee and department. Employees charged with conduct unbecoming an employee will have the underlying offensive conduct specified in the notice of charges.

Employees shall not commit any specific act or acts of immoral, improper, unlawful, disorderly or intemperate conduct whether on or off-duty, which discredits or reflects unfavorably upon the employee, upon fellow employees, or upon the police department. Employees shall conduct themselves both on and off-duty, in such a manner as to reflect most favorably on the department and its members. Conduct unbecoming an employee shall include that which tends to indicate that the employee is unable or unfit to continue as a member of the department, or tends to impair the operation, morale, integrity, reputation or effectiveness of the department or its members. It shall also include off-duty conduct where there is a nexus or connection between the act or acts committed by the officer and his continued fitness or ability to effectively perform his required duties and responsibilities and/or the impact or adverse effect said conduct may have on the operation, morale, integrity, reputation or effectiveness of the department and ability of the officer(s) not involved in said act to effectively perform their required duties and responsibilities.

RULE 4.3 – MEMBERSHIP IN ORGANIZATIONS

Employees shall not affiliate with or become a member of any organization if such affiliation or membership would substantially interfere with or prevent them from performing their duty.

RULE 4.4 – IMPROPER ASSOCIATIONS

Employees shall avoid regular or continuous associations or dealings with persons whom they know, or should know, are persons under criminal investigation or indictment, or who have a reputation in the community for present involvement in criminal behavior, except as necessary in the performance of official duties, with the knowledge and approval of the Chief or where unavoidable because of an employee's family relationships.

RULE 4.5 – UNDUE INFLUENCE

Employees shall not seek or obtain the influence or intervention of any person, outside or within the department, for the purposes of advancement, preferential assignment, transfer, pecuniary advantage or any other type of preferred treatment or advantage, including the disposition of pending charges or findings in a disciplinary hearing.

RULE 4.6 – IMPROPER BUYING, RECEIVING OR SELLING

Employees shall not buy, receive, or sell anything of value from or to any complainant, suspect, witness, defendant, prisoner, or other personnel involved in any case which has come to the attention of or which arose out of department employment, except as may be specifically authorized by the Chief of Police.

RULE 4.7 – DEPARTMENT CORRESPONDENCE

Employees shall not use department letterhead for private correspondence nor shall they send any written communication about police business to any person, firm or other law enforcement or public agency without the consent of the Chief of Police or his designee.

Employees shall not enter into official department correspondence with anyone or any agency outside the department, except with the approval of the Chief. All official department communications outside of the community without the permission of the Chief is prohibited.

RULE 4.8 – MAILING ADDRESS

Employees shall not use the department as a mailing address for private purposes without the permission of the Chief. At no time will the department be used as a mailing address for the purposes of a motor vehicle license or registration for private purposes.

RULE 4.9 – INTERFERING WITH COURSE OF JUSTICE

Employees shall not interfere with cases being handled by other employees of the department or other law enforcement agencies. When an employee believes that such involvement is necessary, he or she shall secure permission from a superior officer.

Employees shall not take part in, or be concerned with, either directly or indirectly, any compromise or arrangement with any person whomsoever for the purpose of permitting an accused person to escape the penalty of his wrongdoing or seek to obtain a continuance of any trial or otherwise interfere with the course of justice, except in the normal course of proceedings.

RULE 4.10 – POSSESSING KEYS TO PRIVATE PREMISES

Officers shall not personally hold keys to private buildings or dwellings in their area of patrol without the permission of the Chief.

RULE 4.11 – PRIVATE BENEFIT FROM DEPARTMENTAL ASSOCIATION

Employees shall not use the prestige or influence of their position, or use the time, facilities, equipment or supplies of the department for the private gain or advantage of themselves or another.

RULE 4.12 – OFF-DUTY EMPLOYMENT

Employees shall not engage in any off-duty employment without the knowledge and approval of the Police Chief. This approval is required for purposes of (a) increasing off-duty efficiency and availability, (b) avoiding potential conflicts of interest, (c) protecting the image of the department, and (d) avoiding impairment of on-duty performance.

All personnel engaging in outside employment should clearly understand that their primary obligation is to the Truro Police Department and the community they serve. Prior to accepting any outside employment, an employee must request, in writing, the approval of the Police Chief.

RULE 4.13 – POLITICAL ACTIVITIES

Employees shall not participate in political activities while in uniform or on duty. All actions which could even give the impression that employees are using their official positions to influence the electoral process are to be avoided. An employee shall not be required to solicit or be obliged to make contributions in money, services, or otherwise, for any political purpose.

RULE 4.14 – GIFTS AND GRATUITIES

Employees shall not seek, solicit or accept any gift, gratuity, loan, reward or fee where there is any direct or indirect connection between the solicitation or acceptance and their departmental

membership or employment. Any unauthorized gift, gratuity, fee or reward coming into the possession of any officer shall be forwarded to the Chief, together with a written report of the circumstances involved.

RULE 4.15 – TESTIMONIALS AND PRESENTS

Employees shall not collect or receive any money or things of value from any source for the purpose of making a present to any active officer or employee of the department unless specific permission is granted by the Chief. No employee shall seek or accept such presents without the permission of the Chief. Under the provisions of General Laws, Chapter 268, Section 9A, no personnel shall sell tickets or solicit contributions for a testimonial dinner or similar function for any person in active employment in any law enforcement agency or regulatory body of the state or any city or town.

RULE 4.16 – UNAUTHORIZED TRANSACTIONS

Employees shall not enter into any transactions of material value at substantially lower than fair market value, or the value at which such goods or services are being offered to the general public, when such transaction takes place between themselves and any person involved in any matter or case which arose out of their employment with the department.

RULE 4.17 – USE OF OFFICIAL POSITION

Employees shall not use their official position, department identification cards or badges for (a) personal or financial gain, (b) obtaining privileges from performance of duty, or (c) avoiding consequences of illegal acts. Employees shall not lend to another person their identification cards or badges or permit them to be photographed or reproduced without the approval of the Chief.

Employees shall not authorize the use of their names, photographs, or official titles that identify them as police employees with testimonials or advertisements for any person, commodity or commercial enterprise, without the approval of the Chief.

RULE 4.18 – BADGES, DECALS, INSIGNIA

No member or employee shall purchase, have purchased by some other person, make, or have made, constructed, printed, or created, any badge, insignia, decal, plaque, etc. that depicts the official title of Truro Police Department or purports to be an official facsimile of the department.

Any and all badges and other official insignia issued to or purchased by members and/or employees shall become the property of the Truro Police Department upon the termination of employment subject to the discretion of the Chief of Police.

RULE 4.19 – CONFLICT OF INTEREST LAW

Employees shall not violate Mass. General Laws c.268A. Since the position of a police employee is a public trust, it is important to avoid all situations involving conflicts of interest whether in fact or only in appearance. Areas of concern include certain types of outside employment; financial transactions with units of government or others; memberships in non-police unions; activities in partisan politics; and the use of an official position to secure unwarranted privileges, pecuniary advantage or preferential treatment.

DUTY

5.0 – NEGLECT OF DUTY

Employees are required to be attentive to and not neglect their sworn duty. Employees must not absent themselves from their assigned duty without leave. They must not leave their post or assignment without being properly relieved; likewise, they must take suitable and appropriate police action regardless of whether they are on or off-duty when any crime, public disorder or other incident requires police attention or service. Examples of neglect of duty include but are not limited to: failure to take appropriate action on the occasion of a crime, public disorder or other act or condition deserving attention; absence without leave; failure to report to duty at the time and place designated; unnecessary absence from one's assignment during a tour of duty; failure to perform duties or comply with any rule or regulation, general or special or other order; or failure to conform to department policies and/or procedures.

RULE 5.2 – INCOMPETENCE

Employees shall maintain sufficient competency to perform their duties and assume the responsibilities of their position. Incompetence may be demonstrated by, but is not limited to:

- a) A lack of knowledge of the application of laws required to be enforced;
- b) An unwillingness or inability to perform assigned tasks;
- c) Failure to conform to work standards established for officer's rank, grade or position;
- d) Repeated poor evaluations;
- e) Repeated infractions of rules, regulations, policies, procedures, general or special orders;
- f) Inability to fulfill duties outlined in job descriptions.

6.0 – PUBLIC STATEMENTS AND FREE SPEECH

The rules attempt to balance the employee's right to freedom of expression on matters of public interest with the department's legitimate interest in the integrity and efficiency of its operations. Police employees do not surrender their Constitutional right of free speech upon taking their oath of office. However, courts have recognized that police departments can promulgate reasonable rules to regulate certain types of statements by employees consistent with the mission of a law enforcement agency.

A police department is a para-military organization, which is unique in the public service, and, as such, has a justifiable need for esprit de corps, harmony, discipline and confidentiality. Close personal or confidential relationships are often required. Disrespectful and/or offensive remarks are inconsistent with fostering and maintaining such relationships.

There is a need to maintain chain of command. Statements that undermine the working relationship between employees and superiors are disruptive to the agency's mission. This is especially true when such statements are simply bickering or personal disputes with one's superiors.

Employees should avoid: speech that is knowingly false; statements made as an extension of a personal dispute; statements resulting from a personality conflict; speech promoting or endorsing private services; profanity or name calling; speech which causes significant disruption of morale.

Employees who are the subject of an internal investigation may be instructed not to discuss the subject matter of the investigation with others. Generally, such restrictions would not apply to discussions with an employee's attorney or union representative, or with such employee's spouse.

RULE 6.1 – PUBLIC CRITICISM OF THE DEPARTMENT

Employees shall not knowingly publicly criticize the department, its policies or members. Employees shall not make any unnecessary complaints against another member of the department nor criticize any other employee, except in the line of duty as a superior to subordinate. Employees shall not publicly criticize instructions or lawful orders they have received.

6.11 – CRITICISM AND MALICIOUS GOSSIP

No employee shall maliciously gossip about any other employee, order, policy, procedure, case, or event, nor shall any employee cause to discredit, lower, or injure the morale of the personnel of

the department or that of any individual of the department. To this end, employees shall make maximum utilization of the chain of command and the grievance procedure of the department as described in the applicable contractual agreement.

RULE 6.2 – DISPARAGING REMARKS

Employee shall not speak disparagingly of any minority, race, nationality, gender, religion, sexual preference or a person's marital status on-duty or while off-duty in a public place.

RULE 6.3 – COURTESY

Employees shall not be discourteous or inconsiderate to the public, to their superior officers, to their fellow employees, or to members of other law enforcement or government agencies. They shall refrain from using profanity, derogatory comments, ethnic or racial slurs, or other types of demeaning statements. They shall be tactful in the performance of their duties and are expected to exercise the utmost patience and discretion even under the most trying circumstances.

RULE 6.4 – RECOMMENDING PRIVATE SERVICES

Employees shall not, except in the transacting of personal affairs, recommend or suggest in any manner the employment or purchase of a particular professional or commercial service or product, such as lawyers, bondsmen, undertakers, towing service, or burglar alarm companies.

RULE 6.5 – QUESTIONS OF CITIZENS

Employees shall answer questions from citizens in a courteous manner and if unable to supply an answer, shall make every effort to obtain the answer for the citizen while avoiding argument.

RULE 6.6 – IDENTIFICATION

Employees shall identify themselves when asked while on-duty, except when withholding information is necessary for the performance of police duty, when it could jeopardize a member's safety, or when authorized to refuse by a proper authority. M.G.L. Ch. 41, s. 98D requires that full-time police officers carry official identification cards to be shown upon lawful request.

RULE 6.7 – DISSEMINATION OF OFFICIAL INFORMATION

Employees shall treat as confidential that information which is confided to them personally. They shall disclose such information only as required in the proper performance of their duties. Employees shall neither disclose nor use for personal reasons any confidential information they learn in the course of their duties and shall treat as confidential all matters relating to investigations, internal affairs, and personnel. Employees shall treat the official business of the police department as confidential and shall conform to the following guidelines:

- a) Information regarding official business shall be disseminated only to those for whom it is intended in accordance with established departmental procedures.
- b) Access to departmental files, records and reports shall be limited to those officers and employees authorized by the Police Chief.
- c) Official records or reports shall not be copied or removed from a police facility except in accordance with established departmental procedures.
- d) The identity of a person giving confidential information to an employee in the performance of their duty shall not be divulged except with the approval of the Chief or by operation of law.
- e) No information shall be released, given or issued to the news media or any members of the press concerning department operations without the approval of the Police Chief.
- f) Employees shall not communicate or give police information, which contributes to the destruction, removal or loss of evidence, goods or contraband.
- g) Employees shall not communicate to the public, news media or other agencies or persons departmental information except as authorized by the Police Chief or by statute. Requests for public appearances or speaking engagements concerning departmental operations or policies shall be submitted to the Chief for approval.

RULE 6.8 – TESTIMONY IN CIVIL CASES

Employees shall not testify in any civil case, arising from their performance of duty, unless legally summonsed to do so or until having received permission or order from the Police Chief. When summonsed to testify, an employee shall notify the Police Chief in advance of testifying.

RULE 6.9 – TRUTHFULNESS

Employees shall speak the truth at all times. In cases in which an employee is not allowed by the regulations of the department to divulge facts, they will decline to speak on the subject.

RULE 6.10 – STATEMENTS CONCERNING LIABILITY

Employees shall not make any oral or written statement to anyone concerning liability in connection with the operation of police vehicles or performance of other police duty, unless specifically authorized to do so by the Chief of Police.

RULE 6.11 – TESTIFYING FOR DEFENDANT IN CRIMINAL CASES

Employees shall not testify for a defendant in a criminal case, parole hearing or other judicial proceeding unless legally summonsed to do so or with the advance approval of the Police Chief. In cases which involve the police department or its personnel, employees shall, before testifying, inform the Police Chief of the nature of the testimony intended to be given.

RULE 6.12 – RECOMMENDATION FOR DISPOSITION OF CASES

Employees shall not make a recommendation for the disposition of any case pending in the courts without the consent of the Chief of Police, or without the permission of the Detective Sergeant; or upon the direct request of the Court to the officer.

RULE 6.13 – USE OF DEPARTMENT RECORDS, REPORTS AND COMMUNICATIONS

All communications to municipal officials shall be forwarded through the Chief of Police, unless specifically authorized otherwise.

RULE 6.14 – DEALING WITH LOCAL OFFICIALS

Employees shall not confer with or forward communications to local officials on police matters without first notifying the Police Chief, except as otherwise provided by statute.

7.0 – ORDERS

An order is defined as a command or instruction, oral or written, given by one member of the department to another member of lesser rank. It is essential for a police agency that employees obey all lawful orders. Every department employee shall promptly obey, without reservation, the rules, regulations, policies and procedures of the department and all lawful commands of a superior officer, including commands relayed from a superior by an employee of the same or lesser rank.

7.01 – UNLAWFUL ORDERS

No superior officer shall knowingly issue an order in violation of any law. Obedience to an unlawful order is not a defense for unlawful action, so no employee is required to obey an order that is contrary to federal or state law. Responsibility for refusing to obey an unlawful order rests with the employee to whom the order was given and will be strictly required to justify such action.

7.02 – CONFLICTING ORDERS

Should any order given by a superior conflict with a previous departmental order, the employee to whom such order is given will call attention to the conflict. If the person responsible for issuing said order does not change his/her order to avoid such conflict, the new order will be obeyed, but the employee obeying such order shall not be held responsible for disobedience of the previous order. It shall later be reported to the Police Chief, through the chain of command, for clarification.

7.03 – UNJUST OR IMPROPER ORDERS

When lawful orders which appear to be unjust or improper are given, the employee to whom the order is given shall notify the superior issuing the order of its impropriety. If the order is not corrected, it shall be carried out. The employee to whom the order was given may then file a written report to the Chief via the chain of command seeking clarification and outlining the reasons for questioning the order. After complying with this section, an employee who obeyed an order found to be unjust or improper will not be held responsible for carrying it out. Unjust or improper orders issued by the Chief are subject to the applicable grievance procedure.

7.04 – INSTRUCTIONS FROM TELECOMMUNICATOR

All messages transmitted over the police radio system by any officer or employee shall be direct and concise and shall conform with all departmental radio procedures and the rules and regulations

of the Federal Communications Commission. No employee shall fail to obey or refuse an official communication (whether via radio, telephone, computer or in-person) transmitted by or conveyed directly from an officer or telecommunicator, unless instructed to do so by a superior officer.

7.05 – TYPES OF ORDERS

Below is a brief description of the types of written directives which may be utilized.

- a) **GENERAL ORDERS.** General Orders are permanent written orders issued by the Chief of Police outlining policy matters which affect the entire department. A General Order is the most authoritative written order that the Chief issues, and may be used to amend, supersede or cancel any previous order. General Orders remain in full effect until amended, superseded or rescinded by the Police Chief.
- b) **SPECIAL ORDER.** Special Orders are temporary written orders issued by the Police Chief or designee outlining instructions covering specific situations. Special Orders are automatically cancelled when their objective is achieved.
- c) **PERSONNEL ORDERS.** Issued by the Police Chief or other authorized command personnel pertaining to assignments, duty change assignments, administrative matters relating to conditions of employment, and employee rights and benefits.
- d) **MEMORANDA.** Written communications (memorandum or memo) issued by the Police Chief or other authorized command officers for the following purposes:
 - i. to issue information or instructions which do not warrant a formal order;
 - ii. to direct the actions of subordinates in specific situations;
 - iii. to explain or emphasize portions of previously issued orders; or
 - iv. to inform officers of actions or policies of other agencies.
- e) **RULES AND REGULATIONS.** A manual of rules and regulations issued by the Board of Selectmen of the Town of Truro, through the Chief of Police, which defines required and prohibited conduct and generally outlines the basis for departmental discipline.
- f) **POLICIES AND PROCEDURES.** A manual describing the policy of the department and required procedures to be followed in handling a variety of operational or administrative areas confronting law enforcement officers.

RULE 7.06 – INSUBORDINATION

Employees shall not be insubordinate. Insubordination shall include the failure or deliberate refusal to obey a lawful order (written or oral) given by a superior or as otherwise specified above. It shall also include any disrespectful, mutinous, insolent, or abusive language or action toward a superior whether in or out of the presence of the superior.

8.0 – UNIFORMS AND APPEARANCE

Employees shall wear uniforms, equipment, and insignia of rank as the Police Chief or his designee proscribes. A professional, uniform appearance fosters teamwork and esprit de corps. While on duty, employees shall present themselves with a professional appearance to the public at all times. Since uniforms make an employee identifiable and accessible to citizens, it is vital that employees maintain a neat and clean appearance and that the uniform serves as an appropriate introduction to the members of the community. Exceptions must be authorized by the Chief or designee.

RULE 8.1 – HAIR STYLES FOR MALE EMPLOYEES

Male employees shall keep their hair neat, clean and trimmed and shall present a well-groomed appearance. Hair shall not cover the ears and must be trimmed in back and on the sides so that it does not extend over the collar. Hair in front will be groomed so that it does not fall below the band of properly worn headgear. In no cases will the bulk or length of the hair interfere with the proper wearing of any authorized headgear. Sideburns will not extend below the bottom of the earlobe, must be neat and trimmed and will end with a clean-shaven horizontal line.

RULE 8.11 – MUSTACHE AND BEARD

Mustaches must be neat and trimmed and shall not extend above the upper lip or below the lip line. An officer's face will be clean shaven other than the acceptable mustache and sideburns. Beards and goatees are prohibited. Exceptions to this rule may be granted by the Police Chief.

RULE 8.2 – HAIR STYLES FOR FEMALE OFFICERS

Female police officers shall wear their hair so that it does not touch the collar of the shirt. Longer hair will be fashioned up to stay in place and not hang over the eyes. All styles will render a neat appearance. No scarves, headbands or ribbons will be worn in the hair. In no case will the bulk or length of the hair interfere with the proper wearing of any police headgear.

RULE 8.3 – EARRINGS

Officers may not wear earrings or studs while on duty while in uniform.

RULE 8.4 – WEARING THE UNIFORM

Employees shall keep their uniforms neat, clean and pressed. Care should be taken not to wear threadbare or faded items. The uniform cap shall be worn when directed by competent authority. While in uniform, officers shall display their badge on the outermost garment over their left breast. The Police Chief will issue periodic special orders regarding daily or seasonal wearing of uniforms. Employees shall not wear any identifiable part of the uniform outside the limits of the community except while in the performance of official duty, while commuting to and from duty, or with the permission of the Chief of Police.

RULE 8.5 – CIVILIAN CLOTHING

Male officers allowed to wear civilian clothing during a tour of duty, including court appearances, shall wear either a business suit with tie, or sports coat with tie and slacks, subject to seasonal changes as directed by the Police Chief. Female officers allowed to wear civilian clothing during a tour of duty, including court appearances, may wear a dress or skirt and blouse, or blouse and dress pants. Jeans are not considered proper attire for any officer.

The Police Chief may prescribe other types of clothing when necessary to meet particular police objectives. Civilian clothing shall not be worn with any distinguishable part of the police uniform. No shorts, T-shirts or shirts without a collar may be worn. Leather shoes are required (no sneakers/tennis shoes, etc.)

RULE 8.6 – TATTOOS AND BODY ART

Tattoos or body art that is racist, sexist or sexually suggestive, obscene or profane, or that undermines town or department values is prohibited. Tattoos on the arms below the elbow shall be covered. Tattoos on an officer's neck, head, face, ears, and hands are prohibited except for a single tattooed wedding ring. Employees shall not display body pierced jewelry or intentional (decorative) disfigurement while in uniform or on duty.

9.0 – ATTENTION TO DUTY

Employees are expected to be constantly alert and vigilant in the performance of their duties and respond prudently but decisively when police action, functions, responsibilities, duty or service is required. Employees who handle any complaint, assistance call, arrest or other duty, shall attend to such duty with professionalism and courtesy and without unnecessary delay. Employees shall furnish information and render aid to all persons with due courtesy whenever such request is consistent with their duty. Employees shall not withhold information on criminal activity.

Every employee shall familiarize themselves with the geography of the community, including: routes of public transportation; the location of streets, highways, bridges, public buildings and places; hospitals; courts; transportation offices and stations; prominent or important office buildings; large industrial plants or commercial establishments; and such information as may be disseminated by their superior officers from time to time.

Employees shall furnish police assistance to all persons making such request, consistent with their police duties and assignments. They shall assist and cooperate with all law enforcement agencies, provide them any authorized information they are entitled to receive, and submit a report on actions taken.

It shall be the duty of every employee to report to a superior officer any information given to them in good faith by any citizen regarding matters that indicate the need for police action. Officers, regardless of rank or assignment, shall act immediately to protect life, liberty or property; to enforce all laws; to detect the commission of crimes; and to apprehend law violators.

RULE 9.1 – PROFESSIONAL IMAGE

Police employees shall not act in a manner inconsistent with the image of a professional police employee, which shall include, but not be necessarily limited to:

- a) Smoking or chewing gum in uniform when in plain view of the public;
- b) Unnecessary shouting or using obscene language;
- c) Leaning on walls, posts, cars, etc.;
- d) Tardiness in reporting for work;
- e) Conducting personal business on duty;
- f) Taking excessively long meals or refreshment breaks;
- g) Failing to respond promptly to a request for police service;

- h) Failing to return promptly to service after handling a call for police service;
- i) Lack of courtesy to an individual, either on the phone or in person;
- j) Gambling, except when off-duty and at licensed premises.

RULE 9.2 – DEVOTION TO DUTY

While on duty, employees shall devote their full time and attention to the service of the department and to the citizens of the community. They shall remain awake and alert at all times while on duty. Activities that detract from the proper performance of duty are not permitted.

RULE 9.3 – LOITERING

Officers shall not, while on duty, loiter in cafes, saloons, restaurants, theaters, service stations or other public places, except for the purposes of police related activities.

RULE 9.4 – DUTY TIME LIMITED TO POLICE WORK

Employees shall not shop while on duty or devote any of their on-duty time to activities other than that which relates to police work. They shall not perform any police duty in uniform for purposes of private gain.

RULE 9.5 – REPORTING FOR DUTY

Employees shall report for duty promptly at the time and place required or as otherwise directed by proper authority. They shall be properly uniformed and suitably equipped. While on duty they shall avoid any activities not directly related to their police responsibilities and shall not absent themselves from duty without leave. Employees unable to report for duty because of sickness or injury shall notify the station as soon as possible.

RULE 9.6 – SLEEPING

Employees shall not sleep while on duty.

RULE 9.7 – GAMBLING

Employees shall not gamble while on duty, unless to further a police purpose.

RULE 9.9 – LEAVING VEHICLES UNATTENDED

Officers shall not leave vehicles unattended. When leaving a cruiser, the keys shall be removed from the vehicle and the doors secured. When necessary to leave a cruiser running for emergency lights, etc., the kill switch shall be activated.

RULE 9.10 – SMOKING AND TOBACCO USE WHILE ON DUTY

Employees shall not smoke or chew tobacco while on duty. In addition, pursuant to M.G.L. 41-101(A), police officers are prohibited from smoking any tobacco products.

RULE 9.11 – AWARENESS OF ACTIVITIES

Employees shall acquaint themselves before beginning their tour of duty with all important matters affecting their duties that have occurred since their last tour. Upon returning to duty from any period of absence, all employees shall inform themselves about all new orders, regulations, memoranda, and all other important matters governing their assignments. All officers shall familiarize themselves with the laws, statutes, by-laws/ordinances, and regulations necessary for the proficient execution of their duty as police officers.

RULE 9.12 – LEAVING THE COMMUNITY

Officers shall not leave the town limits unless it is necessary in the performance of duty. An officer shall inform the patrol supervisor and the telecommunicator prior to leaving and again upon returning. If an emergency prevents following this procedure, the officer must contact the patrol supervisor as soon as possible. In all such cases, an incident shall be created, which will include the circumstances, the reasons for leaving the community and the period of absence.

RULE 9.13 – DUTY STATUS

Officers shall be considered on duty or available for duty at all times (during assigned hours or while off-duty) for the preservation of the public peace and the protection of life and property and shall be prepared to take all reasonable police action to accomplish this purpose. All serious matters of public concern shall receive appropriate attention, even though an officer is not on duty at the time.

RULE 9.14 – DEPARTMENTAL COMMUNICATIONS

Employees shall transmit all official communications promptly, accurately and completely to other employees of the department as required and shall immediately inform the patrol supervisor of any matter of police importance coming to their attention during their tour of duty, or otherwise. They shall call to the attention of their relieving employees any information regarding unresolved problems or problems which may arise during the next tour of duty.

RULE 9.15 – MUTUAL PROTECTION

Officers shall come to the immediate aid, assistance or protection of fellow officers who, in the performance of their duties, require such aid and assistance.

RULE 9.16 – DUTIES WHILE IN COURTS

Officers concerned with cases before courts, grand juries, etc., shall be punctual in attendance, and shall have a clean and neat appearance.

RULE 9.17 – REPORTS

Officers shall promptly and accurately complete all reports and forms required by the department through its policies, procedures, and general orders.

RULE 9.18 – COOPERATION WITH INTERNAL INVESTIGATIONS

Employees shall answer questions, respond to lawful orders, and render material and relevant statements in internal investigations when such orders, questions and statement are directly related to their job responsibilities. Nothing in the section shall infringe on one's federal or state constitutional rights.

RULE 9.19 – WITHHOLDING EVIDENCE

Officers shall not fabricate, withhold, or destroy any evidence of any kind. Final disposition of evidence shall be in accordance with established departmental policies and procedures and as governed by statute.

RULE 9.20 – TESTIMONY

When testifying, officers and employees will be truthful, accurate, and complete, and will be respectful of all persons involved in the court process.

RULE 9.21 – REPORT OF RULE VIOLATIONS

Employees shall, upon observing or otherwise becoming aware of a violation of the Truro Police rules and regulations, policies and procedures, or other directives or as governed by law, report said violations to a superior officer who will then be responsible for appropriate action, report submission and follow-up.

10.0 – GENERAL REQUIREMENTS

RULE 10.1 – RESIDENCY

Employees shall comply with any residency requirement specified by any applicable statute, by-law/ordinance, or collective bargaining agreement.

RULE 10.2 – HOME ADDRESS AND TELEPHONE

Employees shall have access to a telephone at all times and shall report any changed telephone number or home address to the Chief within twenty-four hours. The telephone numbers or home addresses of department personnel shall not be given out to anyone outside the department without the approval of the Police Chief. In the event of an emergency request, the employee's telephone number will be called with a notification to call the person making the request.

RULE 10.3 – DEFECTS IN STREETS OR ROADWAYS

Officers shall promptly report to the dispatcher any defect, obstruction, or nuisance in the streets, sidewalks or other public areas which may cause a hazard to the general public or create civil liability upon the community. Appropriate notification shall be made by the dispatcher for more immediate remedial action where necessary.

RULE 10.4 – MEALS

Employees shall take meals and breaks as such times as are approved in the discretion of the patrol supervisor who may limit the number of employees who may be off at any one time.

RULE 10.5 – POLICIES AND PROCEDURES COMPLIANCE

Employees shall read and be familiar with and comply with the requirements of the department's policies and procedures manual.

RULE 10.6 – PAYMENT OF DEBTS / LEGAL LIABILITIES

Employees shall not willfully or negligently fail to pay just debts and legal liabilities, especially where creditors solicit the assistance of the Chief of Police in the collection process. Employees shall not borrow money from or otherwise become indebted to any municipal official or other

employee, nor shall they solicit any municipal official or other members or employees of the department to co-sign, endorse or in any way whatsoever guarantee any promissory note, or other loan nor shall they offer to act as co-signor, endorser or guarantor of any promissory note or other loan for any municipal official or other member or employee of the department.

RULE 10.7 – WARRANTS FOR ASSAULT UPON A POLICE OFFICER

Employees shall not make application for a warrant charging that they were assaulted while in the performance of duty without first reporting the facts of the case to a superior officer.

RULE 10.8 – RELEASE WITHOUT ARRAIGNMENT

Employees shall notify a superior officer in all cases where a release without arraignment is to be sought for any person arrested. In no case shall any discharge without arraignment be made without the approval of a superior officer or the court.

RULE 10.9 – INCURRING DEPARTMENT LIABILITY

Employees shall not incur a liability chargeable to the department or town, except with the knowledge and consent of the Chief of Police.

RULE 10.10 – DUTIES WHILE SUSPENDED

Employees shall obey all lawful orders while on suspension. Suspended employees may be required to testify in connection with cases which originated while an employee was on duty or to submit to fitness for duty examinations.

RULE 10.12 – CIVIL DISPUTES

Officers shall take a neutral position in any dispute of a civil nature, acting only to keep the peace and enforce any orders of a criminal nature as issued by a court of competent jurisdiction.

RULE 10.13 – CIVIL SUITS FOR PERSONAL INJURY

Employees shall make any claims for damage to clothing or other personal property that occurs during the performance of duty in accordance with current departmental directives, regulations and contractual provisions. Employees shall not seek, nor accept from any persons, money or

compensation for damages sustained or expenses incurred by them in the line of duty without first receiving approval from the Chief. Employees who have received municipal salaries or have been indemnified or reimbursed for medical bills for illness or for personal injuries sustained off-duty or in the line of duty shall notify the Chief in writing of any intent to seek, sue, solicit, or accept compensation or damages for such injury or illness. Notice shall occur prior to any legal action and must include the claim facts and the defendant's name. The Police Chief shall be kept informed of the case status and the final court determination.

RULE 10.14 – IMMORALITY

Employees shall not engage in grossly immoral conduct or public lewdness.

RULE 10.15 – CRIMINAL CONDUCT

Employees shall not commit any criminal act or violate the criminal laws or statutes of the United States or of any state or local jurisdiction (by-law/ordinance), whether on or off-duty. An employee may be guilty of violating this rule regardless of the outcome of any criminal court case.

11.0 – DEPARTMENTAL PROPERTY AND EQUIPMENT

Equipment and uniforms issued to employees shall remain the property of the department. Employees shall maintain departmental property, uniforms and equipment assigned to them in good condition. Damaged or lost property may subject the responsible individual to reimbursement charges and/or appropriate disciplinary action. If department property is found to have damage not previously reported, it will be considered prima facie evidence that the last person using the property is responsible for the damage unless said evidence is disproven.

RULE 11.1 – DAMAGED, DEFECTIVE OR INOPERATIVE PROPERTY AND EQUIPMENT

Employees shall immediately report to a superior officer any damaged, defective, or inoperative property or equipment. The superior officer shall then submit a report to the Chief detailing the circumstances and order a report by the employee assigned or in control of the property when the damage occurred. The Police Chief shall also be notified of any defects or hazardous conditions existing in any department property or equipment.

RULE 11.2 – CARE OF DEPARTMENT BUILDINGS

Employees shall not mar, mark, or deface any wall, posting, or other general surface in any department building.

RULE 11.3 – AUTHORIZED EQUIPMENT

Officers shall carry, while on duty, only that equipment which is authorized by the Chief and/or departmental policies, procedures, rules, regulations, or general orders.

RULE 11.4 – SURRENDER OF DEPARTMENT PROPERTY

Employees are required to surrender all department property in their possession upon separation from service, or when otherwise ordered.

RULE 11.5 – PRIVATE VEHICLES

Officers shall not drive or utilize a private vehicle while on a duty assignment or otherwise engage in a police service, function, duty, or responsibility without the specific authorization of the Police

Chief or his/her designee. An exception will be made for emergency circumstances requiring immediate police services.

RULE 11.6 – DEPARTMENT TELEPHONES

Employees shall not use department telephones for the transmission of private messages.

RULE 11.7 – DEPARTMENT VEHICLES

Officers must have and maintain an active driver's license. Officers shall not use any unassigned department vehicle without the permission of the Chief of Police or his/her designee except in an emergency. Department vehicles shall not be used for personal business or pleasure.

RULE 11.8 – UPKEEP OF POLICE MANUAL

Employees who are issued this manual and the department's policies and procedures manual are responsible for their maintenance and knowledge of their contents, inclusive of changes issued by the Police Chief. The manuals shall be readily available for inspection and review when so directed by lawful authority. The manuals shall be considered department property and shall be surrendered to the police department upon separation from service with the department.

RULE 11.9 – TRANSPORTING CITIZENS

Officers shall ensure that only authorized employees drive or are transported in department vehicles. Citizens shall be transported in department vehicles only when necessary to accomplish a proper police purpose and transportation shall conform to department policy and procedure.

RULE 11.10 – RESPONSIBILITY FOR DEPARTMENT PROPERTY

Employees who are the actual custodians or users of any department property shall be responsible for the safe-keeping and proper use of the property during the time that such employee has control of it, and the property shall be returned upon demand of a superior, or when its use is terminated.

RULE 11.11 – CARE OF DEPARTMENT PROPERTY

Employees shall make every effort to conserve the physical resources of the department. Employees shall use department equipment only for its intended purpose, in accordance with

established procedures. They shall maintain all issued equipment in proper order and condition. Negligent use and care of department property, as well as its abuse, misuse, willful or negligent loss or destruction, is not only cause for department discipline, but may also require restitution. Intentional or negligent defacement, misuse, damage or loss of department property is prohibited.

RULE 11.12 – ITEMS OF IDENTIFICATION

Employees shall be responsible for the items of identification issued to them as member of the department, including but not limited to, police badges, name plates, and identification cards. They shall not permit any other person to borrow or use the items of identification issued to them by the department. Loss of items shall be reported immediately by the employee to the Chief of Police together with a written report of the circumstances leading to such loss.

RULE 11.13 – PERSONAL POLICE EQUIPMENT

Officers shall register with the department all personal firearms or police equipment they personally own or carry.

RULE 11.14 – CARE AND SECURITY OF FIREARMS

Officers will maintain their service firearms and authorized off-duty weapons in proper working order. They shall report any damage, loss, or unserviceable condition immediately to a superior officer. Officers are personally responsible for the security and safekeeping of firearms and shall not alter or repair any part of their service firearm without proper approval.

RULE 11.15 – CARE AND CUSTODY OF PROPERTY

Officers shall assure that all personal property, including money, which comes into an officer's custody while on duty, whether lost, stolen, confiscated, abandoned, turned over to the department or taken from a prisoner or detainee, is properly tagged, recorded and turned over to the proper department authority, or placed in the designated place of storage for safe keeping, prior to securing from their shift, in accordance with current department policies and procedures.

RULE 11.16 – EVIDENCE / SUSPECTED CONTRABAND

Evidence or contraband of any kind that comes into the possession of an officer shall be turned over to the evidence/property officer for safe-keeping and/or processing prior to securing from

their shift. This regulation shall be adhered to in all cases, whether or not court action is contemplated, an arrest is made, or the owner of the evidence/suspected contraband is known.

Officers are not authorized to destroy or dispose of evidence or suspected contraband, except at the direction of the Chief of Police or his/her designee and in accordance with procedures established by law and department policy.

RULE 11.17 – RESPONSIBILITY FOR VEHICLE

Officers assigned to duty as an operator of a department vehicle shall be responsible for checking on the serviceability of the vehicle. Each officer shall inspect the vehicle prior to use and shall submit a written report to his supervisor of any defect, damage, unserviceability, or the presence of unauthorized articles. Officers shall also inspect the vehicle's interior before and after they transport anyone. Responsibility for cleanliness of the vehicle shall be the responsibility of the officer(s) assigned to said vehicle.

RULE 11.18 – DEPARTMENT NOTICES

Employees shall not alter, deface, or remove without permission any posted notice on the department bulletin board or other location where notices are posted. No derogatory, libelous or profane notices shall be posted upon department or union bulletin board(s) or upon any other department location. All notices on the union bulletin board will conform to the requirements of the applicable collective bargaining agreement and will be signed by a union official.

RULE 11.19 – REPORTING ACCIDENTS

Officers involved in an accident with a department vehicle, or when a vehicle is disabled and has been damaged, shall not move the vehicle except in an emergency. A patrol supervisor shall immediately go to the scene and make an investigation and report all particulars to the Chief of Police. The involved officer must promptly submit a written report in accordance with department policies and procedures.

12.0 – REPORTS

RULE 12.1 – FILING REPORTS

Employees shall promptly and accurately complete all reports and forms as required by this manual and by department policies, procedures and general orders.

RULE 12.2 – FALSIFYING RECORDS

Employees shall not knowingly or willingly enter or cause to be entered into a police report, police investigation, or police record any inaccurate, false or improper information.

RULE 12.3 – WITHHOLDING EVIDENCE

Employees shall not fabricate, withhold, or destroy evidence of any kind.

RULE 12.4 – FEIGNING ILLNESS OR INJURY

Employees shall not feign illness or injury, falsely report themselves ill or injured, or otherwise deceive the department as to the condition of their health.

RULE 12.5 – DEPARTMENTAL RECORDS / REPORTS / CITATIONS

Employees shall not steal, alter, forge or tamper with any kind of police record, report, or citation. Removal of official files or documents from the department, except by process of law or as directed by the Chief is prohibited. Obtaining or duplicating information from department files, sources or reports, other than information to which a member is entitled by law or policy, is prohibited.

RULE 12.6 – LINE OF DUTY DISABILITY

Officers injured in the line of duty may apply for leave as provided in MGL c.41 s. 111F. Any injury, illness or disability incurred on-duty shall be reported in writing to the Chief and will be investigated. A report shall be made prior to the end of the officer's shift unless the seriousness prevents such notice. In that case, immediate notice will be made by a superior officer to the Chief. Departmental and insurance claim forms will be utilized for notification purposes, and with each case of illness, injury or disability incurred in the line-of-duty, the Chief may require that an officer not be returned to duty until his ability for full duty status is certified by proper medical authority.

13.0 – FITNESS FOR DUTY

RULE 13.1 – ABSENCE

Employees shall not be absent from duty without permission. For a proper reason, and only for a limited time, a Sergeant, Lieutenant, Deputy Chief or Chief or Police may excuse an officer from reporting or being present for duty. All unauthorized absences shall be investigated by Professional Standards with report made to the Chief of Police for appropriate action.

RULE 13.2 – MILITARY LEAVE OF ABSENCE

Employees who are members of a reserve component of the United States Armed Forces shall be granted leave, in accordance with Chapter 33, Section 59, of the Massachusetts General Laws and the provisions of any applicable collective bargaining agreement.

RULE 13.3 – SICK LEAVE

Employees shall utilize sick leave for personal illness or physical incapacity only when rendered unable to perform the duties of the officer's position or as allowed by employment contracts.

RULE 13.4 – DOCTOR'S CERTIFICATE

Employees shall provide a doctor's certificate for an absence from duty because of sickness or injury if required by the Chief of Police or as set forth in contract.

RULE 13.6 – NOTIFICATION

Employees shall notify the station when ill and unable to report for work or if there is a change in the employee's physical or mental health that could disqualify them from being employed by the department. The use of sick leave without just cause or furnishing false information to utilize sick leave by any employee of the department is strictly prohibited.

RULE 13.7 – POSSESSION OR USE OF ALCOHOL

Employees shall not possess and/or use alcohol on duty other than in an authorized duty capacity. No employee shall report for duty while under the influence of intoxicating liquor or with an odor

of alcoholic beverage on his breath. No employee shall drink alcoholic beverages so as to render themselves unfit to report for scheduled duty.

RULE 13.8 – SMOKING TOBACCO

Officers appointed after January 1, 1988 shall not smoke tobacco products of any kind whether on or off-duty. Use of tobacco products is grounds for dismissal as specified in MGL C.41, s.101A.

RULE 13.9 – POSSESSION OR USE OF CONTROLLED SUBSTANCES

Employees shall not possess and/or use any controlled substance, whether on or off duty, except with the approval and guidance of a licensed physician and notice to the Chief. At no time may an employee use or be under the influence of a controlled substance that renders them unable or unfit to perform their duties.

RULE 13.10 – INTOXICANTS AND DRUG POSSESSION

Employees shall not bring, place, possess or allow another to bring, place or possess any intoxicant, exhilarant, hypnotic, hallucinogen, or narcotic, into any building, location, or vehicle of the department, except in the strict performance of police duty, or when needed for administration by, or at the direction of, a licensed physician, and then only after approval of a superior officer.

14.0 - ACCOUNTABILITY AND DISCIPLINE

RULE 14.1 – ACCOUNTABILITY AND DISCIPLINE

An effective and responsive system of personal accountability and discipline is essential for maintaining efficient performance and preserving departmental morale. Clear disciplinary policies enable employees to know what is expected of them and to understand that appropriate steps will be taken when required.

Under the provisions of M.G.L. Chapter 41, officers and employees may be disciplined for just cause. This would include any misconduct or unsatisfactory behavior which impairs personnel or departmental efficiency or effectiveness. Disciplinary actions which may be imposed after statutory procedural requirements are observed include, but are not limited to:

- a) Loss of vacation days.
- b) Suspension not exceeding five days.
- c) Suspension exceeding five days.
- d) Lowering in rank and compensation.
- e) Discharge.

* Note: Probationary employees having less than one year's service are subject to discharge without the right to a hearing or appeal.

When any disciplinary action is taken, a complete record will be made of the facts and circumstances and will be retained in the personnel file of the employee involved.

Department standards of conduct and performance will be enforced in a consistent manner and all disciplinary measures will be based upon the seriousness of the charges. When appropriate, other disciplinary measures may first be considered. These include, but are not limited to:

- a) Oral Reprimand - The Chief or a superior officer may reprimand or admonish for minor infractions of department regulations or procedures. At the Chief's discretion, a written record of the same may be entered into the member's personnel file. Each oral reprimand entry shall be deleted from the file after twelve (12) calendar months. However, if new disciplinary action is taken against the employee during the twelve-month period, the oral reprimand may become a permanent part of the member's personnel file.

- b) Written Reprimand - The Chief or superior officer may issue a written reprimand for infractions of department regulations or procedures. All letters of reprimand will become a permanent part of the individual's record and be included in the personnel file of the department. Written reprimands will be reviewed after two (2) years and may be removed from the permanent record at the discretion of the Chief.

The Deputy Chief, Lieutenant, or a Sergeant may relieve a member under his/her command from duty with pay for the balance of their shift if the superior officer determines that a member is not properly able to carry out his duties. In all such cases, a written report shall immediately be submitted to the Chief of Police.

Employees will not be subject to unjust, capricious, or frivolous complaints. Complaint dispositions shall be classified according to one of the following:

- a) Sustained: Evidence exists that is sufficient to prove the allegations.
- b) Not sustained: There exists insufficient evidence to either prove or disprove the allegations.
- c) Exonerated: The alleged incident occurred but was lawful and proper.
- d) Unfounded: The allegation was false or non-factual.
- e) Policy failure: The incident was caused by a flaw in departmental policy.

RULE 14.2 – COMMENDATIONS

The department shall maintain a positive program for awarding commendations for outstanding duty performance and providing official recognition for professional accomplishments. The department's commendation process is set forth in the policies and procedures manual and includes categories for consideration by the commendation committee. Specific actions to be considered include, but are not limited to, valor, bravery, exceptional professional skill, meritorious police service to the community or department, and lifesaving measures.

15.0 – DUTIES AND RESPONSIBILITIES

RULE 15.1 – CHIEF OF POLICE

A. SUMMARY

The Chief of Police is the chief executive officer of the department and the final departmental authority in all matters of policy, operations, and discipline. He exercises all lawful powers of his office and issues such lawful orders as are necessary to assure the effective performance of the department.

Through the Chief of Police, the department is responsible for the enforcement of all laws coming within its legal jurisdiction. The Chief is responsible for planning, directing, coordinating, controlling and staffing all activities of the department. He is also responsible for its continued and efficient operation, for the enforcement of rules and regulations within the department, for the completion and forwarding of such reports as may be required by proper authority, and for the department's relations with local citizens, local government, and other related agencies.

The Chief is responsible for training of all members of the department.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the Chief of Police to:

1. Supervision
 - a. Ensure compliance with all laws which the department or its officers have the authority to enforce.
 - b. Organize, direct and control all resources of the department to preserve the peace, protect persons and property and enforce the law.
 - c. Develop a professional organizational structure for the department.
 - d. Establish a routine of daily duties to be performed by officers. Designate an officer to serve as Commanding Officer in his absence.
 - e. Institute a program of training which is organized and conducted for members and employees of the department.
 - f. Ensure that all members have access to the department's policies and procedures manual.

- g. Promulgate all general and special orders and issue on his own authority orders, written and oral, not inconsistent with his powers, duties, and responsibilities.
 - h. Plan and execute police programs designed to prevent and repress crime, to apprehend and prosecute offenders and to recover property. Modify these programs to meet current trends.
 - i. Provide for investigation into all cases of alleged or apparent misconduct by departmental personnel. Enlist the suggestions of department members to ensure maximum relevance and acceptance of all departmental regulations.
 - j. Inform himself of the affairs of the department to ensure that the duties and responsibilities of his subordinates are being properly discharged.
 - k. Be responsible for the necessary delegation of authority to his subordinate commanders, commensurate with their duties and responsibilities.
2. Reporting and Notification
- a. Submit an annual report to the appointing authority outlining the activities of the department.
 - b. Make an annual report to the state Department of Corrections, on the appropriate forms, indicating the number of arrests and their classification.
 - c. Ensure that the state Department of Public Utilities is notified within twenty-four (24) hours after an accidental death by electricity or gas.
 - d. Promptly report to the appropriate authority all particulars within his knowledge that relate to injuries to persons or property alleged to have been caused by defects, obstructions, or want of repair on any public street.
 - e. Ensure that the Registrar of Motor Vehicles is notified, as required by law, of motor vehicle accidents that occur within the limits of the Town of Truro.
 - f. Be responsible for the preparation and justification of the annual departmental budget and for the control of all departmental expenditures.
 - g. Report to the FBI the appropriate data for the purposes of compiling the National Incident Based Reports (N.I.B.R.S.)
 - h. Maintain a personnel record system that keeps all pertinent information on Department members and employees.
 - i. Submit such other reports as required.

RULE 15.1.1 – DEPUTY CHIEF OF POLICE

A. SUMMARY

The Deputy Chief of Police acts as the Executive Officer and is second in command of the police department. The Deputy Chief of Police performs administrative and supervisory work assisting in directing, coordinating, and controlling the operations of the police department, in the protection of life and property and in the suppression of crime.

Under the direction of the Police Chief, and working from municipal policies and objectives, the Deputy Chief of Police assists in establishing and implementing departmental policies and procedures, rule and regulations, training, operational matters, and community policing. The primary job of the Deputy Chief of Police is of an administrative nature with emphasis on such activities as operational problem solving, personnel and resource allocation and identifying training needs. Planning and projecting future needs of the department in all areas will be of primary importance. Administrative duties include planning functions, directing and organizing the activities of assigned personnel, assistance in the budget process, maintaining harmonious relationships between town departments and other outside departments, state and other law enforcement agencies, and maintaining collaborative relationships with community stakeholders.

B. DUTIES AND RESPONSIBILITIES:

Under general direction of the Chief of Police, the Deputy Chief of Police is accountable for the supervision, coordination and control of the on-going operations and services of the Police Department. The Deputy Chief of Police will:

- a. Conduct periodic staff meetings with the Sergeants, solicit input from the supervisors and advise and inform the Chief of Police in preparation for periodic full staff meetings.
- b. Assist in the preparation of the department's annual budget as directed by the Chief; receive daily, monthly, semi-annual or annual reports from Sergeants or the Lieutenant regarding operational, service and administrative data; prepare and submit annual report of activity to the Chief.
- c. Coordinate with the Lieutenant the continued and required in-service training of department personnel; maintain accurate and complete records of training in process and completed; provide information regarding career training through outside agencies and special programs to department personnel; encourage their off-duty participation in such programs.

- d. Ensure that the department's goals are being pursued, identify the need for additional resources; assure that control is maintained throughout the agency.
- e. Handle grievance procedures according to employment agreements; ensure that established agreements between the Town and bargaining units are strictly adhered to.
- f. Direct, coordinate and control all public information, adhering to accepted and legal policies and procedures regarding dissemination of this information.
- g. When delegated by the Chief of Police, as in the case of serious acts of misconduct, serious infractions, or other rule, regulation, policy or procedure infractions by Department personnel, investigate and recommend in writing appropriate action for approval or decision by the Chief of Police.
- h. As appropriate, establish guidelines for personnel allocation, new job descriptions and classification and assignment to specialized units or positions. Evaluate and monitor performance of subordinate staff as directed by the Chief of Police.
- i. Participate in staff meetings and attend other meetings as appropriate or as required. Participate in community and regional civic and other organizations as well as professional organizations; attend seminars, programs, courses and other events as prescribed by the Chief of Police to remain current on municipal law enforcement and related policies, practices, procedures and trends.
- j. Coordinate with the Lieutenant to recommend new approaches, policies and procedures to effect continual improvement of effectiveness and efficiency of the Police Department and the services provided.
- k. Be accountable for the actions or omissions of those under his/her supervision, which are contrary to Department policy and which could have been avoided if he/she had been properly executing supervisory responsibilities.
- l. Meet frequently with the Chief of Police in order to advise and apprise of departmental affairs and developments.
- m. Perform any other related duties or functions assigned by the Chief of Police.
- n. Supervise the Lieutenant and Property Officer in the control of all evidence and property that is held by the Department. Direct inspections consistent with department policy to ensure adherence to departmental procedures and to insure orderly maintenance.
- o. Oversee the maintenance and control of the Department Armory and ensure the development, implementation, and control of on-going department firearms training for all officers of the department, including the schedule for qualifying examinations on an annual basis. Supervise the activity of the trained firearms instructor when he/she is acting in that capacity.

- p. Ensure that all officers are aware of which department and other mandated forms, records and reports are to be filled out and how they are to be filled out.
- q. Provide for the daily inspection of the Sergeants and Lieutenant and other department members to ensure compliance with department standards of uniforms and equipment.
- r. Exercise supervision of the Sergeants, Lieutenant and Officers assigned to his/her command.
- s. Exercise supervision of the Detective Division, inclusive of the Court Prosecutor in the District and juvenile sessions, task force members, and investigations.
- t. Take measures through consultation with the Sergeants assigned to Operations and personal observation to see that all officers are properly carrying out their police mission.

RULE 15.2 – LIEUTENANT

A. SUMMARY

Under the direction of the Chief and Deputy Chief, the Lieutenant is responsible for the supervision and direction of all subordinate officers to ensure their efficiency and effectiveness as department members. The Lieutenant is part of the department's management team and performs various functions relating to the administration and operation of the department. The Lieutenant is third-in-command and serves as the officer-in-charge of the Professional Standards Unit.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the Lieutenant to:

- a. Be familiar with the authority and responsibilities of the Lieutenant's position and all subordinate positions within the Department.
- b. Inform subordinates of their duties, and the current rules, regulations, policies and procedures of the department, as amended from time to time.
- c. Inform subordinates of new developments in federal and state law and regulations, and review the department's rules, regulations, policies and procedures on a regular basis and make appropriate recommendations for revisions.
- d. Supervise subordinates to ensure that all members are informed and prepared to implement all assignments, regulations, policies and procedures of the department.
- e. Take measures to determine that all officers are properly carrying out their assigned duties and conforming to departmental regulations.

- f. Exchange information with superior officers regarding the performance of their subordinates. Where performance is below standard, ensure that appropriate measures are taken promptly to address the situation.
- g. As the Professional Standards officer-in-charge, conduct internal investigations and report to the Chief of Police the results of each investigation and recommend discipline.
- h. Be ultimately accountable for the actions or omissions of those under his/her supervision.
- i. Ensure that all subordinates properly complete all required records and reports.
- j. Faithfully implement all orders from the Chief of Police and Deputy Chief of Police; including communicating to subordinates the details of any orders, which affect them.
- k. Keep informed of events or developments in law enforcement and advise the Chief of same. Conduct ongoing policy and procedure review, propose changes or revisions as needed, and submit oral or written reports detailing the revisions.
- l. Under the direction of the Police Chief or his designee, coordinate and conduct recruitment for entry level officer police officers as needed. This includes, but is not limited to, developing qualifications statements, drafting advertisements, and implementing testing procedures.
- m. When called upon, serve as the Chief's designee in labor relations matters, including the grievance process; serving on and/or assisting the Town's bargaining team with collective bargaining, including formulating, reviewing and costing out proposals and counterproposals.
- n. Supervise, coordinate and direct incident investigations of the department as needed.
- o. Perform other related duties as required or assigned by the Chief of Police.

C. SELECTION

The Board of Selectmen, after consultation with the Police Chief and the Town Manager, will determine the qualifications and selection process for the position as well as make any appointment(s) to the position. (Refer to Truro Police Employees Federation Collective Bargaining Agreement Article 29, Section 8).

D. ESSENTIAL FUNCTIONS/DUTIES

The essential functions/duties for the Lieutenant's position will include those established by the Commonwealth's Human Resources Division.

RULE 15.3 – SERGEANT

A. SUMMARY

A sergeant provides supervision to department members. He/she is primarily responsible for the proper performance of police officers assigned to duty within the area subject to his supervision. A sergeant is charged with ensuring compliance with the department's policies, procedures, rules and regulations, and will handle minor infractions using sound judgment and report all serious violations to a superior officer.

A sergeant shall be responsible for the efficiency, discipline, conduct, appearance and strict attention to duty of all Police Officers under his supervision.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of a Sergeant to:

1. **Supervision**
 - a. Supervise officers assigned to his/her shift and be responsible for their effectiveness and performance. Sergeants must be thoroughly acquainted with the duties of police officers in order to assist and instruct them in the proper discharge of their duties.
 - b. Be familiar with the current departmental rules, regulations, policies, procedures, developments in the law, and current police practices.
 - c. Monitor the performance of departmental members and employees and ensure that it is satisfactory through encouragement, explanation, discipline, referral to superior officer(s) or other methods consistent with departmental policy.
 - d. Submit written report(s) as required by departmental policy for any member of the department who commits a serious infraction or who does not respond to informal corrective measures. Some examples of serious infractions include, but are not limited to:
 - i. Flagrant refusal to obey order(s).
 - ii. Commission of any criminal offense.
 - iii. Verbal and/or physical abuse of a member of the public.
 - iv. Excessive use of force with a prisoner or other person.
 - v. Absence without leave.
 - vi. Excessive tardiness.
 - vii. A conflict of interest.

- viii. Negligent failure by the departmental personnel to discover or act upon a felony or other conditions dangerous to the health or safety of the public.
 - e. Seek officers' opinions about their assignments and police policies generally.
 - f. Implement orders received from superior officers and explain content of new orders to subordinates.
 - g. Request clarification whenever uncertain as to what is expected of him/her.
 - h. Be accountable for the actions or omissions of officers under his/her supervision.
 - i. Respond to emergencies or incidents of a serious nature that occur within his/her area of responsibility and take command steps consistent with departmental policy.
 - j. Ensure all officers receive warrants, summonses, subpoenas or other official papers, and ensure service or delivery is made, or that other duties are fulfilled.
 - k. Before beginning his/her tour of duty, become familiar with all important matters that have occurred since his/her last tour, and provide officers with this information.
 - l. Perform the duties and responsibilities of a police officer.
 - m. Perform other related duties as required.
2. Reporting and Writing Procedures
- a. Be familiar with and instruct officers on the proper methods of reporting as set forth in the department's records and reporting system, as well as its policies, procedures, rules, regulations, and general orders.
 - b. Ensure reports are filed on preliminary investigations and periodic reports are made on the status of more in-depth investigations.

RULE 15.4 – POLICE OFFICER

A. SUMMARY

A police officer shall be responsible for the efficient performance of his/her duties in conformance with the rules, regulations, general orders, policies and procedures of the police department, as well as those imposed by law. These general police responsibilities include, but are not limited to:

- 1. Identify criminal offenders and criminal activity and, when appropriate, apprehend offenders and participate in subsequent court proceedings.

2. Reduce opportunities for the commission of crime through preventive patrol and other measures.
3. Aid individuals who are in danger of physical harm.
4. Facilitate the movement of vehicular and pedestrian traffic.
5. Identify potentially serious law enforcement or governmental problems.
6. Work towards creating a feeling of security in the community.
7. Promote and preserve the peace.
8. Provide other services on an emergency basis.
9. Perform other related duties as required.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of a police officer to:

- A. Exercise authority consistent with the obligations imposed by the officer's oath of office.
- B. Be accountable to superior officers and promptly obeying lawful orders.
- C. Coordinate with other department members to ensure continuity of purpose and maximum achievement of police objectives.
- D. Effectively communicate with superiors and fellow officers' information that is pertinent to achieving police objectives.
- E. Respond punctually to all assignments.
- F. Become familiar with events that have taken place since last tour of duty.
- G. Complete detailed reports on all crimes, motor vehicle accidents, and other incidents that require police attention.
- H. Maintain weapons and equipment in a functional and presentable condition.
- I. Assist citizens who request service, assistance, or other information.
- J. Be accountable for properly handling evidence and property.
- K. Be cognizant and alert to conditions tending to cause crime, take preventive action and inform superiors as required.
- L. Conduct thorough investigations of offenses and incidents within the officer's area of responsibility.
- M. Perform general patrol duties to include, but not be limited to, apprehending persons violating the law or wanted by the police; public assembly checks; building security checks; observation and interrogation of suspicious persons; issuing traffic citations; locating fires; reporting street light and traffic signals out-of-order, street hazards and any conditions that endanger public safety; checks of schools, parks and playgrounds; responding to any public emergency; rendering first aid to persons who are seriously ill or injured;

- N. Preserve the peace at public gatherings, neighborhood disputes and family quarrels.
- O. Serve or deliver warrants, summonses, subpoenas, and other official papers promptly and accurately when directed by a superior officer.
- P. Confer with court prosecutors and testify in court.
- Q. Ensure assigned vehicle is well maintained and kept clean. Inspect the vehicle at the start of the tour of duty for any defects or missing equipment. Immediately report defects and damages to a superior and complete all required reports and forms.
- R. Follow FCC regulations and current departmental procedures when using police radio.
- S. Remain in assigned area throughout his/her tour of duty except when a superior officer authorizes an absence, or an emergency requires it.
- T. Be alert for nuisances, impediments, obstructions, defects or other conditions that might endanger or hinder the safety, health, or convenience of the public.
- U. Take measures to direct the flow of traffic during periods of congestion.
- V. Keep radio equipment in operation at all times while on duty and be familiar with all departmental requirements concerning use of the police radio.
- W. Enforce traffic laws and parking ordinances as required.
- X. Wear the prescribed traffic safety clothing and equipment as required.

RULE 15.4-1 – PATROL SUPERVISOR (OIC)

A. SUMMARY

A patrol supervisor is the sergeant on duty, who is the most senior sergeant within the chain of command, or in the absence of a sergeant, an officer who has met the qualifications for OIC as set forth in the Truro Police Department Policies and Procedures and applicable contractual agreement. The Chief of Police shall not be the patrol supervisor for a particular shift unless he/she so chooses. In the case of an officer designated as an OIC, said officer is under the general supervision of a sergeant.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the patrol supervisor to:

1. Take command and assume responsibility when arriving at an incident.
2. Notify a superior officer immediately of all serious incidents.
3. Confer with a superior officer as needed when handling an incident.
4. Ensure that decisions comport with all departmental policies, procedures, rules, regulations, general orders and directives.

5. Perform the duties and responsibilities of a police officer.
6. Perform other related duties as required.

RULE 15.4-2 – MASTER PATROLMAN

A. SUMMARY

A master patrolman acts as a patrol supervisor in the absence of a police sergeant, as set forth as set forth in the Truro Police Department Policies and Procedures and applicable contractual agreement. A master patrolman is an officer who has met the applicable requirements for said position and is under the general supervision of a sergeant. The Chief of Police will not be the patrol supervisor for a particular shift unless he/she so chooses.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the master patrolman to:

1. Take command and assume responsibility when arriving at an incident when a police sergeant is unavailable.
2. Function as the officer in charge in the absence of the sergeant.
3. Notify a superior officer immediately of all serious incidents.
4. Confer with a superior officer as needed when handling an incident.
5. Ensure that decisions comport with all departmental policies, procedures, rules, regulations, general orders and directives.
6. Perform the duties and responsibilities of a police officer.
7. Perform other related duties as required.

RULE 15.4-3 – EVIDENCE OFFICER

A. SUMMARY

The evidence officer performs departmental functions relating to processing crime scene evidence, collecting and maintaining the department's general identification files, and performing related duties as required by the Chief of Police.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the Evidence Officer to:

1. Become proficient in the collection, preservation and presentation of all physical evidence.
2. Take fingerprints, maintain fingerprint files on arrested persons, and take palm prints of persons arrested for all capital offenses.
3. Take non-criminal fingerprints and photographs as required for firearm permits or identification purposes.
4. Photograph and process persons taken into custody in accordance with established procedures. Maintain the photography files.
5. Photograph crime scenes, incident locations, and accident scenes as required:
6. Search crime scenes for physical evidence in conformity with established and approved procedures.
7. Process all physical evidence collected/located by an agency member in conformity with established and approved procedures.
8. Preserve for court all documented physical evidence as may be required for presentation in court.
9. Maintain evidentiary chain of custody through receipts whenever evidence is received or transferred to another.
10. Receive, mark for identification, prepare, package, record and forward all evidence that requires further scientific processing.
11. Conduct evidence audits in conformance with departmental policies and procedures.
12. Stay current with improvements in scientific investigative techniques in policing.
13. Maintain the integrity of the property room.

RULE 15.4-4 – DETECTIVE SERGEANT

A. SUMMARY

The detective sergeant will be responsible for the follow-up investigation and prosecution of all crimes and offenses, inclusive of the preparation and presentation of cases on the District Court level. The detective sergeant acts as the department's liaison with the court, to assist with the scheduling of cases and witnesses.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of a Detective Sergeant to:

1. Cooperate to the extent possible with other departmental units and law enforcement agencies with investigations.
2. Become familiar with known criminals and their associates and be alert for information sources.
3. Investigate promptly and diligently all crimes assigned, utilizing available resources.
4. Keep his/her superior informed of investigative progress and/or changes in the scope of an investigation, and request additional instructions as needed or required.
5. Submit written reports regarding case activity to the proper authority.
6. Follow-up on all cases to determine appropriate investigative course or disposition. Examples of case statuses include, but are not limited to, closed by arrest, open, closed, suspended, unfounded, and no crime involved.
7. Periodically contact the complainant or victim to give case updates.
8. Keep accurate, up-to-date accounting of expenses incurred when on assignment. Submit to proper authority for approval.
9. Prepare cases for court, inclusive of ensuring witnesses are notified of required appearances and evidence is available.
10. Obtain court dispositions of all cases in which he/she was involved.
11. Ensure that assigned unit is mechanically maintained and kept clean. Report all vehicle defects or damages to the proper authority and complete all required documentation.
12. Report all information received or known which may affect the safety of other members of the department in the execution of their duties.
13. Maintain an effective working relationship between the court and the department.
14. Cooperate with the District Attorney's Office in the scheduling and presentation of cases to the grand jury or in Superior Court.
- 15.** Be responsible for the preparing and submitting reports on case statuses as set forth in department policy.

RULE 15.4-5 – PART-TIME (SPECIAL) POLICE OFFICER

A. SUMMARY

A part-time special police officer shall be responsible for the efficient performance of his/her duties in conformance with the rules, regulations, policies, procedures and general orders of the Truro Police Department. These shall consist of, but are not limited to, general police responsibilities necessary for the stability and safety of the community and include:

1. Identify criminal offenders and criminal activity and, where authorized, apprehend offenders and participate in subsequent court proceedings.
2. Reduce the opportunities for crime through preventive patrol and other measures.
3. Aid individuals who are in danger of physical harm.
4. Facilitate the movement of vehicular and pedestrian traffic.
5. Work to create and maintain a feeling of security in the community.
6. Promote and preserve the peace.
7. Provide other services on an emergency basis.
8. Perform other related duties as required.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of a Part-Time Police Officer to:

1. Exercise authority consistent with the legal mandates and obligations imposed through the oath of office.
2. Be and be accountable to superior officers and obeying legitimate orders.
3. Coordinate efforts with other members of the department to ensure teamwork, continuity of purpose and achievement of police objectives.
4. Communicate pertinent information to other department members.
5. Acquire and record information concerning events that have taken place since last tour of duty.
6. Record activity during tour of duty consistent with departmental policies, procedures, rules, regulations and general orders. Submit timely and detailed reports.
7. Maintain equipment in a functional, presentable condition.
8. Assist citizens who request service, assistance, or other information.
9. Be accountable for properly handling evidence and property.

10. Be cognizant and alert to conditions tending to cause crime, take preventive action and inform superiors as required.
11. Conduct thorough investigations of offenses and incidents within the officer's area of responsibility.
12. Perform general patrol duties to include, but not be limited to, apprehending persons violating the law or wanted by the police; public assembly checks; building security checks; observation and interrogation of suspicious persons; issuing traffic citations; locating fires; reporting street light and traffic signals out-of-order, street hazards and any conditions that endanger public safety; checks of schools, parks and playgrounds; responding to any public emergency; rendering first aid to persons who are seriously ill or injured;
13. Preserve the peace at public gatherings, neighborhood disputes and family quarrels.
14. Serve or deliver warrants, summonses, subpoenas, and other official papers promptly and accurately when directed by a superior officer.
15. Confer with court prosecutors and testify in court.
16. Ensure assigned vehicle is well maintained and kept clean. Inspect the vehicle at the start of the tour of duty for any defects or missing equipment. Immediately report defects and damages to a superior and complete all required reports and forms.
17. Follow FCC regulations and current departmental procedures when using police radio.
18. Remain in assigned area throughout his/her tour of duty except when a superior officer authorizes an absence, or an emergency requires it.
19. Be alert for nuisances, impediments, obstructions, defects or other conditions that might endanger or hinder the safety, health, or convenience of the public.
20. Take measures to direct the flow of traffic during periods of congestion.
21. Keep radio equipment in operation at all times while on duty and be familiar with all departmental requirements concerning use of the police radio.
22. Enforce traffic laws and parking ordinances as required.
23. Wear the prescribed traffic safety clothing and equipment as required.

RULE 15.5 – ADMINISTRATIVE ASSISTANT

A. SUMMARY

The Administrative Assistant is responsible for duties that require extensive knowledge of departmental operations and is responsible for the security of department records.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the Administrative Assistant to:

1. Provide for efficient operation of the office.
2. Prepare and maintain all files for the Chief and a record of attendance for all members of the department, inclusive of personnel files.
3. Prepare payroll, which includes reviewing employee time sheets for hours, differentials, and leave taken for presentation to the Chief and delivery to the Town Accountant. The Administrative Assistant also prepares and submits financial warrants, purchase orders, requisitions, and weekly financial reports.
4. Prepare correspondence as requested by the Chief.
5. Be a certified dispatcher, including maintaining required state certifications to perform dispatcher duties when requested by a patrol supervisor, dispatch supervisor, or the Chief.
6. Prepare invoices to contractors for police details and process payments from same. Maintains a list of all contractors for off duty police details.
7. Assist the Chief in the preparation of the annual budget and prepare and analyze data for projected costs.
8. Maintain security of all records and not divulge information of a confidential nature.
9. Prohibit the removal of any record without specific authorization of the Chief.
10. Create and maintain hard copy and computer files.
11. Researches office equipment and office supplies for the department and places order for same.
12. Perform such other duties as the Chief may require.

RULE 15.5-5 – COMMUNICATIONS SUPERVISOR

A. SUMMARY

The Communications Supervisor is responsible for the general handling and security of the communications division and is charged with ensuring compliance with the department's regulations.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the Communications Supervisor to:

1. Review the operation of the Communications Division to ensure that telecommunicators are performing their assigned duties in accordance with department rules and regulations, policies and procedures, general orders and established practices.
2. Approve requests for time off, and the replacement of same, according to procedures set forth by the Chief.
3. Be responsible for scheduling in-service training of the telecommunicators.
4. Be responsible for the scheduling of training for all new telecommunicators.
5. Ensure that all equipment utilized by the Communications Division is operated in a proper manner and report all deficiencies to the proper authority.
6. Be proficient with the department's procedures relating to radio use and other communications equipment.
7. Act as the emergency medical dispatch manager to meet state requirement for same, and review and perform quality assurance on EMD calls for service.
8. Meet periodically with other EMD managers and medical director.
9. Coordinate the state 911 grant.
10. Perform other related duties as required, including but not limited to, the duties of a telecommunicator as outlined in Rule 15.6 "Telecommunicator".

RULE 15.6 – TELECOMMUNICATOR

A. SUMMARY

The telecommunicator receives all oral communications from the public and law enforcement personnel coming into the police station. By following established procedures and employing common sense, the telecommunicator transmits requests for service to the appropriate location. In

general, the telecommunicator has the primary responsibility for initially deploying law enforcement personnel and equipment.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the Telecommunicator to:

1. Under the direction of the patrol supervisor, assign officers to respond to service requests. Transmit to the officer in the field all calls for help and assistance and log such assignment.
2. Log the time whenever a departmental mobile radio unit goes on the air and the time and location when a unit goes off the air.
3. Be thoroughly familiar with the department's procedures relating to the use of radio and other communications equipment. Periodically announce the call letters of the department as issued by the FCC.
4. Respond to all calls received in a calm and civil manner.
5. Have a thorough knowledge of the location and lay-out of streets, buildings, parks, housing projects, beaches, and other significant community locations to maximize the accuracy and speed of dispatches.
6. Be familiar with emergency procedures in order to be capable of activating them immediately.
7. Keep dispatched personnel fully informed of all facts affecting the safety or efficiency of their response to the call.
8. Inform the patrol supervisor when contact with an officer on patrol cannot be made after a reasonable amount of time.
9. Maintain equipment, especially the emergency calls lines, in working order and immediately report any malfunction or defect to the patrol supervisor.
10. Communicate requests for information by members of the department and other law enforcement agencies as required.
11. Answer all E911 calls and other calls promptly and respond as trained.
12. Perform other related duties as required.

RULE 15.6-1 –PART-TIME TELECOMMUNICATOR

A. SUMMARY

The Part-Time Telecommunicator receives all oral communications from the public and law enforcement personnel coming into the police station. By following established procedures and

employing common sense, the telecommunicator transmits requests for service to the appropriate location. In general, the telecommunicator has the primary responsibility for initially deploying law enforcement personnel and equipment.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the Part-Time Telecommunicator to:

1. Under the direction of the patrol supervisor, assign officers to respond to service requests. Transmit to the officer in the field all calls for help and assistance and log such assignment.
2. Log the time whenever a departmental mobile radio unit goes on the air and the time and location when a unit goes off the air.
3. Be thoroughly familiar with the department's procedures relating to the use of radio and other communications equipment. Periodically announce the call letters of the department as issued by the FCC.
4. Respond to all calls received in a calm and civil manner.
5. Have a thorough knowledge of the location and lay-out of streets, buildings, parks, housing projects, beaches, and other significant community locations to maximize the accuracy and speed of dispatches.
6. Be familiar with emergency procedures in order to be capable of activating them immediately.
7. Keep dispatched personnel fully informed of all facts affecting the safety or efficiency of their response to the call.
8. Inform the patrol supervisor when contact with an officer on patrol cannot be made after a reasonable amount of time.
9. Maintain equipment, especially the emergency calls lines, in working order and immediately report any malfunction or defect to the patrol supervisor.
10. Communicate requests for information by members of the department and other law enforcement agencies as required.
11. Answer all E911 calls and other calls promptly and respond as trained.
12. Perform other related duties as required.

RULE 15.7 – MATRONS

A. SUMMARY

The matron assists female prisoners as directed by the patrol supervisor.

B. DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the matron to:

1. Search all women prisoners in accordance with departmental policies and procedures when ordered to do so by a patrol supervisor.
2. Under the direction of the patrol supervisor, be responsible for the well-being and safekeeping of all women prisoners.
3. Communicate all significant information to the patrol supervisor.
4. When requested by a patrol supervisor, care for lost children brought to police headquarters.
5. Perform other related duties as required.

DRAFT

**Truro Board of Selectmen Meeting
Tuesday, May 7, 2019
Truro Public Safety Facility**

Board of Selectmen Members Present: Chair Robert Weinstein; Paul Wisotzky, Janet Worthington, Kristen Reed

Regrets: Maureen Burgess

Present: Town Manager Rae Ann Palmer; Assistant Town Manager Kelly Clark; Town Planner Stephen Parker; Community Housing Resource President Ted Malone; Cloverleaf Steering Committee members Carl Brotman, Kevin Grunwald, Mary Rose, Susan Todd, Mark Wisotzky

Chair Robert Weinstein called the meeting to order at 4:45 p.m. The topic of the meeting was the Cloverleaf Property.

Developer Ted Malone presented the preliminary site plan for the buildings and a topographical map for the 3.91-acre property located at Highland Rd. and Rte. 6. He said the road into the area from Highland Rd. needed to be at a 10% grade. This was achieved by moving the switchback further east. This changed the original layout for the buildings for that area but provided more buffer of green space for the abutter on Highland St. The largest building on the property had already been moved away from the west side nearest to Rte. 6. A central area is the high point of the lot and provides room for the leach fields. Building and road coverage account for one third of the lot, and two thirds of the lot are green area.

Bedroom count varies for the planned 41 units: 21 one-bedroom, 13 two-bedroom, 5 three-bedroom and 2 four-bedrooms. Mr. Malone described the stairs or walk-out entrances for each unit. In addition to exterior designs, he displayed sample interior floor plans and sizes. He explained the numbering system for all the units.

The largest building of 15,000 s. f. at the far end of the complex will have two ADA approved units on the first floor and an elevator to accommodate 13 ADA compliant units upstairs. These units are to be accessed through the lobby. In addition to the elevator, the building will have two staircases. There will be a community room with a kitchenette on the first floor. In the basement there will be a walk-out storage area that can be accessed at the back of the building and a laundry room. Second and third floor tenants would have use the laundry room in the basement. Twenty-eight units on the property have washers and dryers on the property, but the upstairs units in the large building do not. There will be time restrictions for usage of the laundry room.

Ted Malone distributed a spreadsheet with the total break-down of space and bedrooms for the 41 units and said that eight market rate units that are being included. Twelve units are planned for median income. Twenty-one units are for low income. Area median income figures have just increased for Barnstable County, Mr. Malone said. He gave projected figures for the fixed rate units and rental prices for the affordability range that will be offered.

Cost of total development is expected to be over 12 million dollars. Mr. Malone anticipates state funding, MassWorks infrastructure grants, Community Preservation contributions, low-income tax credits and other sources of funding which he will pursue. He explained the 40-B Comprehensive Permit process and distributed a timeline for the steps needed, including the public hearing for the Comprehensive Permit. Rae Ann Palmer said there will be a community meeting on May 16, 2016 at 6 p.m. to introduce the public to the plans.

Selectmen had suggestions for information Mr. Malone should provide at the meeting with the public: Natural History Endangered Species specifications, landscaping, the view from Rte. 6, solar energy plans, numbered buildings on hand-outs and the slides, a chart of income levels, dressing up the community room, the number of parking spaces, bicycle accommodations, and pedestrian pathways. There will be a flip chart for collecting other citizens' concerns and suggestions at the meeting on May 16th.

Rae Ann Palmer suggested that Paul Wisotzky become a member of the Steering Committee, and he said he was willing to serve.

Paul Wisotzky moved to adjourn. Kristen Reed seconded, and the motion carried 4-0. The meeting was adjourned at 6:22 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 5/7/19

1. Site plan of Cloverleaf Property with buildings
2. Topographical plan with driveway
3. Handouts on units and eligibility tiers
4. Timeline for development