



Truro Select Board

Tuesday, June 8, 2021

Regular Meeting-5:00pm

REGULAR MEETING

This will be a remote meeting. Citizens can view the meeting on Channel 18 in Truro and on the web on the "Truro TV Channel 18" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. **To provide comment during the meeting please call in toll free at 1-866-899-4679 and enter the following access code when prompted: 449-150-237 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser: <https://global.gotomeeting.com/join/449150237>.** Please note that there may be a slight delay (15-30 seconds) between the meeting and the live-stream (and television broadcast). If you are watching the meeting and calling in, please lower the volume on your computer or television during public comment so that you may be heard clearly. We ask that you identify yourself when calling in to help us manage multiple callers effectively.

1. PUBLIC COMMENT

2. PUBLIC HEARINGS NONE

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Interview and Appointment Brian Cowing as Truro's Constable
- B. Interview and Appoint Matthew McCue for Shellfish Advisory Committee

4. STAFF/ COMMITTEE UPDATES

- A. Staff Update on Threatened Species and Associated Pet Closures: Emily Beebe, Health & Conservation Agent and Damion Clements, Recreation & Beach Director
- B. Staff Update on Truro Center Traffic Safety: Jarrod Cabral, Public Works Director
- C. Board/Committee Report: Conservation Commission

5. TABLED ITEMS NONE

6. SELECT BOARD ACTION

- A. Review and Approve Revised Policy 64: Masks and Social Distancing
Presenter: Darrin Tangeman, Town Manager
- B. Authorize the Town Manager to Approve and Sign Housing Rehab Subordination Loan Requests
Presenter: Darrin Tangeman, Town Manager
- C. Review and Approve Eagle Neck Creek Construction Engineering Services and Extension with the USDA/NRCS
Presenter: Jarrod Cabral, DPW Director
- D. Discussion of Article 21: Charter Amendment to Section 2-2-4- Petitioned Article
Presenter: Sue Areson, Select Board Clerk
- E. Meeting Length Policy
Presenter: Sue Areson, Select Board Clerk
- F. Proclamation for Juneteenth
Presenter: Kristen Reed, Vice-Chair
- G. Proclamation for Pride Month
Presenter: Kristen Reed, Vice-Chair

7. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:

1. Special One Day Entertainment License-Farmers' Market

- B. Review and Approve 2021 Business Licenses: Lodging License-American Youth Hostels Inc.
 - C. Review and Approve Appointment Renewals: Art Hultin-Zoning Board of Appeals; Bruce Boleyn-Board of Assessors; Jill Mays-Truro Cultural Council; Fred Gaechter-Climate Action Committee; Janice Parky-Open Space Committee; Helen Grimm-Board of Health; Steve Wisbauer-Shellfish Advisory Committee; Christopher Clark-Shellfish Advisory Committee; Jim Summers-Truro Historical Commission; Brian Koll-Board of Health; Barbara Wood-Taxation Aid Committee; Robert Panessiti-Charter Review Committee; Matthew Kiefer-Historical Commission; Hannah King-Commission on Disabilities
 - D. Review and Approve Appointment: Betty Gallo- Walsh Property Community Planning Committee
 - E. Review and Approve Select Board Minutes: None
- 8.** Select Board Reports/Comments
 - 9.** Town Manager Report
 - 10.** Next Meeting Agenda: June 15, 2021 Work Session; June 22, 2021 Executive Session & Regular Meeting



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: May 25, 2021

ITEM: Review and Approve Temporary Appointment of Brian Cowing as Truro's Constable

EXPLANATION: Truro's Constable resigned effective May 17, 2021. A new Constable must be appointed immediately to meet Charter requirement 2-3-5 and Massachusetts General Law Chapter 39, Section 10 so that the upcoming Town Meeting Warrant and Town Election Warrant can be property posted.

Brian Cowing, a Constable in Provincetown, has agreed to provide services as a Constable for Truro.

The Select Board appoints the Constable for a term not to exceed three years and may appoint as many Constables as the Board deems necessary, per Massachusetts General Law Chapter 41, Section 91A (attached)

The Constable appointment process requires a written application, five references (including a reference from an attorney-at-law), and an investigation from the Police Department, per Massachusetts General Law Chapter 41, Section 91B.

FINANCIAL SOURCE (IF APPLICABLE):

IMPACT IF NOT APPROVED: Truro will not have a Constable for the services of posting per MGL 91B and would not be able to meet Charter and MGL requirements for posting the Annual Town Meeting and Annual Town Election warrants on time.

SUGGESTED ACTION: MOTION TO *appoint Brian Cowing as Truro's Constable for a term not to exceed three years, expiring June 7, 2024.*

ATTACHMENTS:

1. Resignation Letter – John Thomas
2. Application to Serve – Brian Cowing
3. Reference Letters – **To Be Provided Prior to Meeting.**
4. MGL Chapter 41, Section 91A
5. MGL Chapter 41, Section 91B

Agenda Item: 3A1

P.O. Box 176
Truro, MA 02666

May 17, 2021

Board of Selectmen
24 Town Hall Road
Truro, MA 02666

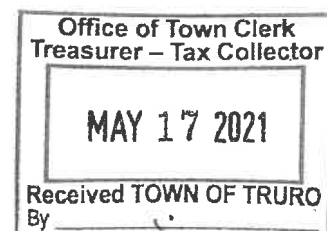
Dear Selectpersons;

Please accept this as my resignation from the position as Constable for the Town of Truro effective immediately.

I have relocated to the state of Florida. I want to thank the Town of Truro for allowing me to serve in this capacity.

Thank you,
John J. Thomas


Constable



0

Agenda Item: 3A2

Truro

Application to Serve on a Board or Committee

Last Name Cowing

First Name Brian

Middle Initial R

Email Address [Redacted]

Phone Number [Redacted]

Address (Street) 35 Shank Painter Road

Address (City) Provincetown

Address (State) MASS

Address (Zip Code) 02657

Mailing Address (Please indicate box number and zip code)

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

RCVD 2021MAY26 04:43
ADMINISTRATIVE OFFICE
TOWN OF TRURO

- Yes
- No

What Board/ Committee Are You Applying For? Constable

Briefly Describe Why You Wish to Serve on This Board or Committee:

Have you attended a meeting of the committee listed above?

- Yes
- No

Have you read the charge of the committee?

- Yes
- No

Have you met with the chair of the committee?

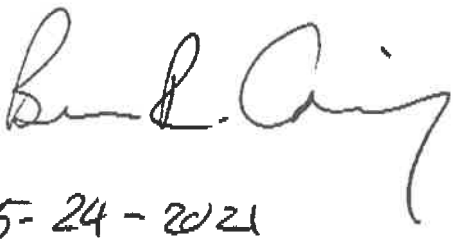
- Yes
- No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

I've Been doing Constable work for many years

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature 
Date 5-24-2021

Agenda Item: 3A3

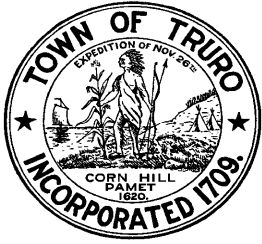
Part I	ADMINISTRATION OF THE GOVERNMENT
Title VII	CITIES, TOWNS AND DISTRICTS
Chapter 41	OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS
Section 91A	CONSTABLES; APPOINTMENT IN TOWNS

Section 91A. The selectmen in any town may from time to time appoint, for terms not exceeding three years, as many constables as they deem necessary.

Part I	ADMINISTRATION OF THE GOVERNMENT
Title VII	CITIES, TOWNS AND DISTRICTS
Chapter 41	OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS
Section 91B	APPOINTMENTS; QUALIFICATIONS; APPLICATION; INVESTIGATION

Section 91B. Constables shall not be appointed by mayors or selectmen under section ninety-one or ninety-one A except as hereinafter provided. A person desiring to be appointed as aforesaid shall make a written application therefor to the appointing authority stating his reasons for desiring such appointment and such information as may be reasonably required by said authority relative to his fitness for said office. Such application shall also contain a statement as to the moral character of the applicant signed by at least five reputable citizens of the city or town of his residence, one of whom shall be an attorney-at-law. The appointing authority shall also investigate the reputation and character of every applicant and his fitness for said office. The chief of police or other official having charge of the police shall upon request give the appointing authority all possible assistance in making such investigation. The office of constable shall be filled only by appointment of an applicant hereunder

who is found by the appointing authority, after investigation as aforesaid, to be a person of good repute and character and qualified to hold said office.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: June 8, 2021

ITEM: Application to Serve-Matthew McCue

EXPLANATION: Matthew McCue applied to serve of the Shellfish Advisory Committee. There is an unexpired alternate one-year term member vacancy remaining on the Committee.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The vacancy will remain.

SUGGESTED ACTION: *Motion to Appoint Matthew McCue to fill the unexpired one-year alternate member term expiring June 30, 2021.*

ATTACHMENTS:

1. Application to Serve-Matthew McCue with Chair Comment

RCVD 2021MAY14 PM2:13

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: Matthew McCue HOME TELEPHONE: [REDACTED]

ADDRESS: 23 Bay View Road, Truro WORK PHONE: [REDACTED]

MAILING ADDRESS: _____ E-MAIL: [REDACTED]

FAX: 5083193077 MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: _____

Shellfish Advisory Commission

SPECIAL QUALIFICATIONS OR INTEREST: My wife and I purchased a second home in Truro and I would like to get more involved in town affairs. I am an attorney with a solo law practice. I am interested in aquaculture, recently taking a course offered through Roger Williams. I am happy to answer questions about my background and qualifications.

COMMENTS: _____

SIGNATURE: [Signature] DATE: 5-5-21

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

I have spoken with Matthew on several occasions in 2021 and feel he would be a good addition to our committee, given his background

SIGNATURE: [Signature] DATE: 05/12/21

INTERVIEW DATE: 05/11/21 APPOINTMENT DATE (IF APPLICABLE): _____

interest in shellfish & aquaculture for Truro.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Emily Beebe, Health and Conservation Agent and Damion Clements, Beach and Recreation Director

REQUESTED MEETING DATE: June 8, 2021

ITEM: Staff Update on Threatened Species and Associated Pet Closures: Emily Beebe, Health & Conservation Agent and Damion Clements, Recreation & Beach Director

EXPLANATION: Emily Beebe, Health and Conservation Agent and Recreation & Beach Director Damion Clements will provide a brief update on the Threatened Species and Associated Pet Closures.

SUGGESTED ACTION: Discussion only

ATTACHMENTS: None



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Jarrod Cabral, DPW Director

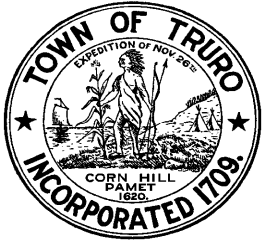
REQUESTED MEETING DATE: June 8, 2021

ITEM: Staff Update on Update on Truro Center Traffic Safety

EXPLANATION: Jarrod Cabral, DPW Director, and Darrin Tangeman, Town Manager, will provide an update on Truro Center traffic safety concerns and future initiatives.

SUGGESTED ACTION: Discussion only

ATTACHMENTS: None



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Kristen Reed-Vice Chair and Susan Areson-Clerk

REQUESTED MEETING DATE: June 8, 2021

ITEM: Committee Updates-Conservation Commission

EXPLANATION: The Conservation Commission Chair, Jack McMahon will speak briefly with the Select Board Members on questions from the Board.

Number of Members: 7 Number of Vacancies: 1

Accomplishments in the past 12 months:

- **The Commission has maintained a busy year of permitting, despite a brief slowdown in our meeting schedule, the number of permits basically matches those issued in 2019- in all categories.**
- **The Commissioners made the remote platform work for all members (eventually)– and found that the interactions with consultants, engineers and property owners worked very well.**

Our Goals for next 6 months include:

- **Working with the Conservation Trust to implement the High Head Management Plan;**
- **Continuing to increase public awareness about good stewardship of the environment;**
- **The Commission looks forward to having a new member on Board to fill the vacancy left by Deborah McCutcheon (we thank her for her service!!)**

Support required from the Select Board/Town Manager:

We appreciate the continued support from the Select Board through their liaison Stephanie Rein.

SUGGESTED ACTION: Discussion only



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: June 8, 2021

ITEM: Review and Approve the Revised Select Board Policy on Masks and Social Distancing for the Town of Truro (Policy #64)

EXPLANATION: Town staff prepared draft revisions to Select Board Policy 64: Masks and Social Distancing for the Town of Truro for your review. The original intent of this policy was to memorialize the COVID-19-related safety practices that we expect Town employees, board, committee, commission members and the general public to adhere to when they are on duty or on Town property. It echoed the face-covering Orders issued by the Truro Board of Health and by Governor Baker but also required and prioritized social distancing. It recommended avoiding in-person meetings, and provides an exemption to the masking requirement for individuals with health issues that prevent them from safely wearing a mask and for visitors under the age of two years.

As the Governor has rescinded related Orders and the Board of Health has issued a revised Rule and Order Requiring the Use of Masks and Other Protective Measures on May 25, 2021, the Select Board's Policy #64 will require updating as well. A red-lined version of the current policy is attached for your review, discussion and approval.

Revisions to this policy will likely be presented to the Select Board at a future meeting if/when the Board of Health Rule and Order is rescinded or amended again.

SUGGESTED ACTION: *MOTION TO approve revised Policy 64: Masks and Social Distancing for the Town of Truro*

ATTACHMENTS:

1. Revised Draft Policy #64 (red-lined)
2. Revised Draft Policy #64 (clean copy)
3. Rule and Order Requiring the Use of Masks and Other Protective Measures: Amended May 25, 2021



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

POLICY MEMORANDUM #64

Date: Adopted May 12, 2020; Revised June 8, 2021

Subject: Masks and Physical~~Social~~ Distancing for the Town of Truro

This policy applies to all Town property. Employees on duty, board/committee/commission members and the public at large will be expected to abide by the policy while on Town property. This policy will likely change may be updated as we receive public health data changes and/or new guidance from health officials is provided.

Rationale and Tools

The Town of Truro remains committed to providing high-quality service to the residents and visitors of Truro while ensuring the safety of our workforce. To that end, the Town of Truro expects the following available tools be used to promote safety and minimize transmission of COVID-19:

1. Good hand hygiene—frequent handwashing (with soap and water for a minimum of 20 seconds) and using hand sanitizer when handwashing is not possible.
2. Social~~Physical~~ distancing—when possible, maintaining six feet of distancing from other people and avoiding gathering in groups unless it is necessary. Efforts should be made to limit group size when feasible.
3. Good respiratory hygiene—cover a cough or sneeze with a tissue, then throw the tissue in the trash. If tissues are not available use your elbow to cover coughs and sneezes.
4. Keep your face free of germs—avoid touching your face.
5. Masks/ face coverings—wear a cloth face covering over your nose and mouth when inside Town of Truro buildings/ facilities.
6. Sanitized surfaces—the Town will clean and disinfect frequently touched objects and surfaces.
7. Stay home when you are sick—Stay home if you are ill. Please avoid visiting Town of Truro facilities if you are sick or experiencing any symptoms of COVID-19. Employees should report any symptoms of COVID-19 to their immediate supervisor, even if a negative test result was received., except to get medical care.
8. Be an example—set an example for co-workers and community members by utilizing all of these tools. Use common sense and remember that all of us must do our part to protect each other.

Required Actions

- The Town of Truro requires-recommends that social-physical distancing be practiced on all Town property.
- Employees, board/committee/commission members and visitors are required-recommended to keep a minimum of six feet from one another and shall not gather/should avoid gathering in groups, without proper safety measures in place., in accordance with CDC Guidance. For work tasks that may require an exemption from this policy directive, please contact your supervisor.
- Virtual meetings are encouraged where possible. In-person meetings should be avoided,



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

~~even when people are in the same building.~~

- ~~• Avoid gathering in breakrooms and other communal spaces and follow the posted guidance for these places.~~
- ~~• The CDC has published guidelines recommending all persons wear cloth face coverings in public settings where social distancing cannot be achieved: masks are required while on Town of Truro property. Social distancing should be practiced whenever possible and face covering is a secondary tool to protect each other. Please note that t~~The exception to the masking policy would include those individuals with health issues that prevent them from safely wearing a mask and visitors under the age of two years.

These practices will be continually monitored and re- evaluated. ~~This policy will be in effect until such time as the Governor's COVID-19 Order No. 31 is lifted and until such time as the Truro Board of Health rescinds "Rule and Order Requiring the Use of Masks and Other Protective Measures."~~

By adhering to these policy directives and exercising common sense, you can help protect yourself, our workforce and the community. Failure to adhere to these policy directives by Town employees may result in discipline.

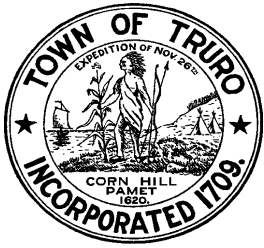
~~Janet Worthington, Robert Weinstein, Chair~~
~~Weinstein Kristen Reed, Vice-Chair~~

~~Robert~~

~~Kristen Reid Susan Areson, Clerk~~
~~Worthington~~

~~Susan Areson Janet~~

Stephanie Rein
Select Board
Town of Truro



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: June 8, 2021

ITEM: Authorize the Town Manager to Approve and Sign Housing Rehab

EXPLANATION: Throughout the COVID-19 State of Emergency, the Truro Select Board has approved Housing Rehabilitation Subordination loan requests on the Consent Agenda, as current protocols prevent the Community Development Partnership Executive Director from signing off on these loan requests. After approval at a Select Board meeting, the Board members must then each come in to provide a wet ink signature. As Truro is the lead community for the Community Development Block Grant program, this responsibility falls to the Truro Select Board, and with low interest rates, these requests have become more regular.

To make the process more efficient, Alice Boyd of Bailey Boyd Associates, Inc. has advised that the Select Board can vote to authorize Town Manager Tangeman to sign off on the subordinations provided that each Board member also sign a Limited Power of Attorney (witnessed by the Town Clerk) for the purpose of signing subordinations only. Town Counsel provided the appropriate Limited Power of Attorney (attached) and provided an appropriate motion for this process.

While it was anticipated that once COVID-19 restrictions subside, the CDP Executive Director would once again sign off on these loan requests, the banks have had more stringent requirements which will perpetuate the need for the Town to sign off on the subordinations.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Select Board will need to approve and come in to sign each Housing Rehab loan in order for the requester to be able to refinance.

SUGGESTED ACTION: *Move that the Select Board execute a limited power of attorney to authorize Town Manager Tangeman to sign Community Development Block Grant loan subordinations on behalf of the Select Board until such time that the CDP Executive Director can resume signatory responsibilities.*

Move that the Select Board execute a limited power of attorney to authorize Town Manager Tangeman to sign DHCD Refinance Consent Letters.

ATTACHMENTS:

1. Limited Power of Attorney for Subordination Loans
2. Consent Letter – 10 Old Fire House Road

Limited Power of Attorney

We, Robert Weinstein, Kristen Reed, Susan Areson, Janet W. Worthington and Stephanie Rein, being the duly elected members of the Select Board of the Town of Truro, hereby appoint Darrin Tangeman, Town Manager of the Town of Truro, our true and lawful attorney in fact (our “Attorney”), for us and in our names to do all things necessary or convenient to subordinate mortgages to the Town of Truro with reference to CDBG housing rehabilitation program loans, including without limitation, the right to execute, acknowledge and deliver, subordination instruments and/or any other documents that may be reasonably required to subordinate said mortgages.

This Power of Attorney shall not be affected by the subsequent disability or incapacity of any of the undersigned and shall remain in full force until revoked by us in writing, and as to any person who acts in reliance hereon, until he/she/it shall have actual notice of revocation.

[Signature Page Follows]

Executed as a sealed instrument this _____ day of _____, 2021.

TOWN OF TRURO,
By its Select Board

Robert Weinstein, Chair

Kristen Reed, Vice-Chair

Susan Areson, Clerk

Janet W. Worthington

Stephanie Rein

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, member(s) of the Select Board of the Town of Truro, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of said Select Board of the Town of Truro.

Notary Public
My Commission Expires:



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

Mara Glatzel and Laura Hebert
10 Old Firehouse Road
North Truro, MA

Dear Ms. Glatzel and Ms. Hebert:

At their meeting of June 8, 2021 the Truro Select Board voted to approve your request to refinance your home at 10 Old Firehouse Road.

The vote of approval stipulated that the loan be at a fixed rate and the principal loan amount should not exceed \$186,000.00.

This consent is valid subject to obtaining the prior written approval of the Department of Housing and Community Development.

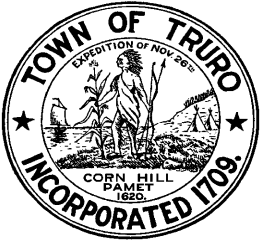
By copy of this letter to that Agency, we are confirming that the Town of Truro has approved your request.

Sincerely,

Darrin Tangeman

Town Manager

cc: Bertha Borin, DHCD



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Public Works

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: June 8, 2021

ITEM: Eagle Neck Creek culvert replacement and salt marsh restoration - USDA/NRCS contract amendment & contract proposal from Fuss & O'Neill.

EXPLANATION: The USDA/NRCS (United States Department of Agriculture- National Resources Conservation Service) contract amendment reflects an increase of the amount awarded for the Eagle Neck Creek culvert replacement project to \$1,937,476.87, and an increase to the duration of the contract to December 31, 2022, due to an increase in the estimate in construction costs. The Town of Truro's cost share responsibility also increased but is still within our allocated borrowing capacity for this project.

The Fuss & O'Neill proposal is for final design, bidding services, and construction administration services throughout construction of the culvert at Eagle Neck Creek. If approved, we will be scheduling the bid announcement for the third week in June of 2021. Funding for this proposal is included in our allocated borrowing capacity for this project. The Division of Ecological Restoration selected Fuss & O'Neill's proposal through their procurement process.

FINANCIAL SOURCE (IF APPLICABLE): USDA/NRCS will be funding 75% of the construction costs for Eagle Neck Creek culvert replacement. At Annual Town Meeting in 2019, a borrowing authorization for Eagle Neck Creek culvert replacement was approved for \$1,000,000 to pay costs associated with engineering services, construction, and remediation related to tidal restoration and drainage improvements.

IMPACT IF NOT APPROVED: Project will not be funded by USDA/NRCS creating a project delay.

SUGGESTED ACTION:

MOTION TO approve the Amendment with USDA/NRCS to the Application for Federal Assistance SF-424 and to authorize the Town Manager to sign.

MOTION TO accept the proposal from Fuss & O'Neill for final design, bidding services, and construction administration services for the Eagle Neck Creek culvert replacement and to authorize the Town Manager to sign.

ATTACHMENTS:

1. Contract amendment with the USDA/NRCS
2. Contract proposal with Fuss & O'Neill

View Burden Statement

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
 Application
 Changed/Corrected Application

*** 2. Type of Application:**

- New
 Continuation
 Revision

*** If Revision, select appropriate letter(s):**

AC: Increase Award, Increase Duration

*** Other (Specify):**

*** 3. Date Received:**

05/25/2021

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

NR181320XXXXC002

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Town of Truro

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

04-6001327

*** c. Organizational DUNS:**

0285587160000

d. Address:

*** Street1:**

24 Town Hall Road

Street2:

*** City:**

Truro

County/Parish:

Barnstable

*** State:**

MA: Massachusetts

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

02666/2030

e. Organizational Unit:

Department Name:

Town of Truro

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Jarrold

Middle Name:

*** Last Name:**

Cabrol

Suffix:

Title:

Director

Organizational Affiliation:

Department of Public Works

*** Telephone Number:**

508-349-7004 x281

Fax Number:

*** Email:**

jcabral@truro-ma.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA-Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

10.904

CFDA Title:

Watershed Protection and Flood Prevention Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Eagle Neck Creek Salt Marsh Project to replace undersized culvert to restore tidal flow to salt marsh. Amendment to provide funding based on most current engineer's estimate.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,937,476.87"/>
* b. Applicant	<input type="text" value="469,369.22"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="2,406,846.09"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:



May 14, 2021

Mr. Jarrod Cabral, PE
Director
Department of Public Works
17 Town Hall Road
Truro, MA 02666

Via Email: jcabral@truro-ma.gov

RE: Proposal for Professional Engineering Services
Eagle Neck Creek Salt Marsh Restoration Project
Fuss & O'Neill Reference No. 20110202.C50

Dear Mr. Cabral:

Fuss & O'Neill, Inc. is pleased to provide this proposal to assist the Town of Truro (Town), A Division of Ecological Restoration and Natural Resources Conservation Service/Cape Cod Conservation District (NRCS/CCCD) with final design, compliance, bidding and construction administration assistance in support of planned salt marsh restoration and mitigation activities at Eagle Neck Creek.

Scope of Services

The scope of services under this contract are described below. Unless otherwise noted, all deliverables will be provided in PDF electronic format via email or Fuss & O'Neill's FTP portal.

Task 1 – Supplemental Permitting/Compliance Assistance

Sub-Task 1.1 – Preconstruction Permitting/Compliance Assistance

Provide continuing permitting and compliance assistance to the Town coordinating ongoing review by regulatory agencies including DEP Water Quality Certification (WQC), U.S. Army Corps of Engineers (USACE), DEP Chapter 91 (Ch. 91) and Coastal Zone Management (CZM). Prepare final PE-stamped Ch. 91 drawings on mylars and file in per Ch. 91 program requirements.

File construction initiation notifications as required by respective regulatory programs/authorizations. This contract includes 18 hours of additional assistance for coordination

317 Iron Horse Way
Suite 204
Providence, RI
02908
t 401.861.3070
800.286.2469
f 401.861.3076

www.fando.com

California

Connecticut

Maine

Massachusetts

New Hampshire

Rhode Island

Vermont

F:\P2011\0202\C50\Proposal\nsw_ENCProposal_20210510.docx
Contract

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Mr. Jarrod Cabral, PE
May 14, 2021
Page 2

of USACE, WQC and CZM program authorizations and requirements; additional assistance beyond this budget will be provided on a time and materials basis upon the Town's authorization.

Deliverables:

- Ch. 91 mylar drawings
- Construction notifications

Alternate Sub-Task 1.2 – Preconstruction Vegetation Survey

Conduct a pre-construction vegetation survey at locations stated in the monitoring plan contained within the project's permitting documentation. Prepare mapping of survey locations and a narrative description documenting survey results and compile in a summary memorandum. Distribute the draft memorandum to the Town and project partners for review. Prepare and transmit the final memorandum to required regulatory agency recipient(s).

Deliverables:

- Draft and final vegetation survey memorandum

Alternate Sub-Task 1.3 – Preconstruction Tide Gage Survey

Conduct a pre-construction tidal monitoring survey at locations (and meeting data recording and methodology requirements) stated in the monitoring plan included within the project's permitting documentation. Prepare mapping of survey locations and a narrative description documenting survey results and compile in a summary memorandum. Distribute the draft memorandum to the Town and project partners for review. Transmit a final memorandum to regulatory agency recipient(s).

Deliverables:

- Draft and final tidal survey memorandum

Task 2 – Final Design and Bid/Contract Documents

Develop a Project Manual in support of bidding and construction at the project site. Complete final design analyses and prepare drawings, technical specifications, bid/contract documents and exhibits in support of public bidding and construction by a third-party contractor. Revise permitting-level drawings to incorporate plans and details sufficient for public bidding. Develop a bid form with unit bid price items (or add/deduct bid price items) for work items that have the potential for changed quantities of materials, or potential unknown conditions that may be encountered, in order to secure competitive pricing in the bid environment.

Mr. Jarrod Cabral, PE
May 14, 2021
Page 3

Prepare technical specifications in accordance with the Construction Specification Institute (CSI). Incorporate staging and access provisions within available land roadways/properties and develop water control, shoring and dredging operation performance requirements consistent with requirements contained in permit authorizations. Water control, shoring and dredging specifications will entail delegated design responsibilities to the contractor who will determine equipment, materials and methods meeting performance requirements. Specifications to be developed include the following:

- Erosion & Sediment Control
- Site Clearing
- Controlled Demolition
- Storm Drainage
- Protection of Existing Structures
- Control of Water
- Earthwork
- Temporary Shoring
- Temporary Traffic Control
- Dredging
- Sediment Management
- Coastal and Site Restoration
- Stone Armor Scour and Slope Stabilization

Prepare an opinion of construction cost based on previous construction projects and MassDOT weighted-average unit prices and other published sources (e.g., Mean's Construction Cost Data).

Deliverables:

- Draft and final bid/contract project manual (five hard copies of the final project manual to be provided to the Town)
- Definitive opinion of construction cost
- Draft and final meeting notes

Task 3 – Bidding Assistance

Provide assistance to the Town in soliciting bids for repairs to the culvert and chamber structures. This will consist of attendance at a pre-bid meeting to describe the project, contract requirements and address bidder questions.

Prepare a draft addendum documenting responses provided at the pre-bid meeting and subsequently received by email. This draft addendum will be provided for Town review, revised to

Mr. Jarrod Cabral, PE
May 14, 2021
Page 4

address received comments, and distributed to bidders via email.

Review received bids (PDF copies to be provided by the Town), tabulate results and prepare a draft bid award recommendation letter for the Town's review. Provide a final letter addressing the Town's questions/comments.

The budget for this task's scope of services includes 45 hours of assistance.

Deliverables:

- Draft and final bid addendum
- Draft and final bid award recommendation letter and bid tabulation

Task 4 – Construction Administration Assistance

Assist the Town in administration of the construction contract to complete work contained in the project drawings and specifications prepared under Task 2. The scope of work is based upon the construction contract's 150-day Contract Time, which is assumed to entail 30 days of administrative support (preconstruction submittals and coordination) and 120 days of field observation. This budget also assumes engineering support will be provided during a single contiguous period of construction (no winter stoppage, COVID-related cessation or other interruption of work that would require coordination for demobilization and remobilization of repair and related professional services activities under this amendment).

Sub-Task 4.1 – Preconstruction and Bi-Weekly Meetings

- Conduct a pre-construction conference with the Town and the contractor prior to the start of construction. Prepare an agenda and prepare and distribute meeting notes.
- Conduct progress review meetings during construction with the Town and the contractor. Attend up to eight (8) meetings, generally on a bi-weekly basis following the contractor's mobilization and start of permanent construction. The purpose of these meetings will be to review current progress and schedule of construction, status of submittals and testing, coordination and public safety items, permit compliance and conformance of work to the contract requirements. Prepare agendas and transmit meeting notes to attendees.

Deliverables

- Meeting agendas and notes

Mr. Jarrod Cabral, PE
May 14, 2021
Page 5

Sub-Task 4.2 – Issue Interpretations and Clarifications

- Consult with the Town and act as the Town's representative as provided in the Standard General Conditions of the Construction Contract included in the Project Manual. Engineer shall have authority to act on behalf of the Town in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
- Issue necessary clarifications and interpretations of the Contract Documents in response to Contractor requests. Such clarifications and interpretations will be in accordance with the intent of the Contract Documents.
- Review and render formal written decisions on claims of the Town and Contractor relating to the acceptability of the Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's Work. Review and recommend Change Orders and Work Change Directives to the Town, as appropriate, and prepare Change Orders and Work Change Directives as required on standard EJCDC documents.
- In rendering such decisions, Engineer shall be fair and shall not be liable in connection with any decision rendered in good faith in such capacity.
- This proposal is limited to only a reasonable effort and does not include additional effort that may be needed to resolve disputes with the Contractor or unforeseen conditions. The proposed budget assumes 256 hours and is based on reviewing, rendering decisions, and processing up to two (3) Field Order or Change Orders.

Deliverables

- Review of contractor-submitted Change Order documentation, executed Field Orders/Change Orders

Sub-Task 4.3 – Part-time On-site Oversight and Hold-point Inspections

- A part-time resident representative engineer will provide reports on progress of the work and on the Contractor's compliance or non-compliance with the contract requirements through on-site observation of the work. Technical oversight beyond the assumed 120 days of field oversight within the 150 day Contract Times, work on weekends or other periods of outside of these proposed normal business hours (7:00 – 5:00) is not included.

Mr. Jarrod Cabral, PE
May 14, 2021
Page 6

- Conduct up to 20 half-day site visits throughout the active construction phase of the project. Additional site visits will be provided by a supplemental agreement with Town executed in advance of the additional work. Construction activities where attendance is anticipated includes:
 - site layout and erosion control installation
 - temporary sheeting and cofferdams installation
 - installation of temporary dewatering and treatment measures
 - existing culvert demolition
 - subgrade preparation
 - timber pile installation
 - steel reinforcing and concrete placement
 - tidal channel dredging
 - salt marsh area staking and creation
 - gravel road clearing and compacted gravel placement
 - pre-cast concrete culvert foundation and placement
 - stone armor placement
 - culvert backfill placement
 - storm drainage structure placement
 - paved road base compacted gravel placement and final grading
 - seeding and plantings installation

Additional labor costs/expenses for re-inspection of new or revised work resulting from issued field orders and/or change orders are not included in the fee budget for this task; costs for such additional assistance will be provided under a supplemental agreement.

- Prepare and transmit progress reports to the Town. These reports will summarize the status of work and outstanding issues being addressed, and will include images of recent construction activities and site conditions.
- Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- Engineer will not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees or any

Mr. Jarrod Cabral, PE
May 14, 2021
Page 7

other persons (except Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained herein, shall be construed to release Engineer from liability for failure to perform properly duties undertaken by Engineer in the Contract Documents.

- Engineer will take all reasonable steps to ensure that Contractor(s), subcontractor(s) and their agents shall fully comply with the Contract Documents. Engineer shall not knowingly allow any unsafe methods without notifying the Contractor of same.

Deliverables

- Progress reports

Sub-Task 4.4 – Review Submittals

- Review and take appropriate action in respect of submitted Shop Drawings and samples, the results of tests and inspections, maintenance and operating schedules, and other data which each contractor is required to submit for conformance to the construction contract. Review will be limited to determining conformance with the design of the Project and compliance with the information given in the Contract Documents.
- The Contractor shall provide complete shop drawings that are consistent with the Contract Documents and can be approved or approved contingent upon addressing Engineer's comments. Multiple reviews of submittals (greater than two) that are substitutions or otherwise not in conformance with the Contract Documents, are incomplete in information or are not acceptable, as determined by Engineer, are not included in the fee budget for this task.
- Return reviewed submittal documents to the Town and the Contractor for their records.

Deliverables

- Processed submittals

Sub-Task 4.5 – Review Payment Applications

- Review payment quantities and provide recommendations to the Town on the Contractor's monthly payment applications based on our observations of the Work. Six (6) applications for payment will be processed over the Contract Time.

Mr. Jarrod Cabral, PE
May 14, 2021
Page 8

- In the case of unit price work, recommendations of payment will include determinations of quantities and classifications of Contractor's Work. Such determination will include review of field surveys completed by the Contractor in support of calculations quantifying measured units of work.
- Recommendations of payment will constitute a representation to the Town, based on such observations and reviews that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is in accordance with the contract requirements.

Deliverables

- Processed payment applications

Sub-Task 4.6 – Final Project Review and Documents

- Conduct a site visit to review constructed items to determine if the Project is substantially complete and perform a final review to determine if the work has been completed in substantial accordance with the Contract Documents and if Contractor has fulfilled its obligations earning final payment of lump sum and the extended add/deduct bid item under the construction contract.
- Prepare a substantial completion punch list based on observations at the substantial completion inspections to be issued to the Contractor.
- Conduct one final completion inspection after the Contractor has completed all items listed on the punch list to confirm items are satisfactorily addressed prior to a recommendation for final payment under Subtask 4.5.
- Review as-built survey data compiled onto records drawings prepared by the Contractor for compliance with project specifications and permit conditions.
- Prepare a construction completion report including a compiling construction phase documents into a digital file. Prepare a construction certification letter addressed to the Truro Conservation Commission Agent documenting completion of the project and noting significant modifications resulting from issued field orders and change orders.

Deliverables

- Draft and final copies of a construction completion certification letter.

Mr. Jarrod Cabral, PE
 May 14, 2021
 Page 9

- Compile project closeout documents into a PDF format file including Contractor's as-built survey data and record drawings (digital files in PDF and CSV, SHX or DWG file format), submittals, field/change orders, payment requisitions, meeting notes and representative pre- and post-construction photographs

Schedule

We anticipate the following project task durations to complete the Scope of Services.

Task	Estimated Completion Schedule
1. Supplemental Permitting/Compliance Assistance	
1.1 Preconstruction Permitting/Compliance Assistance	Dependent on Permitting Agency Review
Alt. 1.2 Pre-Construction Vegetation Survey	10 Weeks from Authorization
Alt. 1.3 Pre-Construction Tide Gage Survey	12 Weeks from Authorization
2. Final Design and Bid/Contract Documents	8 Weeks from Authorization
3. Bidding Assistance	Per Project Manual Bid Schedule
4. Construction Administration Assistance	6 Weeks After Completion of Construction
4.1 Preconstruction and Bi-Weekly Meetings	Completion of Construction
4.2 Issue Interpretations and Clarifications	Completion of Construction
4.3 Part-time On-site Oversight and Hold-point Inspections	Completion of Construction
4.4 Review Submittals	Completion of Construction
4.5 Review Payment Applications	Completion of Construction
4.6 Final Project Review and Documents	6 Weeks After Completion of Construction

Mr. Jarrod Cabral, PE
 May 14, 2021
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Fees

Our proposed budget fees corresponding to each task is provided in the table below. Individual task billings may be more or less than the task budgets indicated below, however the overall project budget will not be exceeded unless an amendment is executed provided Town's authorization for any change in the project's scope of work or stated exclusions/assumptions.

Task	Fee
1. Supplemental Permitting/Compliance Assistance	
1.1 Preconstruction Permitting/Compliance Assistance	\$5,965
2. Final Design and Bid/Contract Documents	\$50,920
3. Bidding Assistance	\$9,450
4. Construction Administration Assistance	
4.1 Preconstruction and Bi-Weekly Meetings	\$33,150
4.2 Issue Interpretations and Clarifications	\$25,070
4.3 Part-time On-site Oversight and Hold-point Inspections	\$49,120
4.4 Review Submittals	\$11,800
4.5 Review Payment Applications	\$5,110
4.6 Final Project Review and Documents	\$19,415
Total Task 4	\$143,665
Total Base Contract	\$210,000
Alt. 1.2 Pre-Construction Vegetation Survey	\$6,825
Alt. 1.3 Pre-Construction Tide Gage Survey	\$14,100
Total Alternate Contract Tasks	\$20,925
Total Contract	\$230,925

Invoices will be submitted monthly or at the completion of each Task or Subtask according to our current Rate Schedule in effect at the time services are provided. A current copy is attached. The

Mr. Jarrod Cabral, PE
May 14, 2021
Page 11

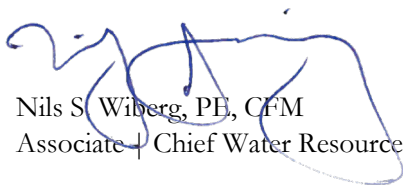
date a complete invoice and associated deliverables are received by the Town is considered the invoice date¹. All filing fees are excluded and assumed will be paid directly by the Town.

General Terms and Conditions

The attached General Terms and Conditions will apply to the services described above. Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal, or issuance of a purchase order referencing this proposal, will serve to authorize the work outlined in the Scope of Services.

Thank you for requesting engineering services from Fuss & O'Neill, Inc. We look forward to working with you on this project.

Sincerely,



Nils S. Wiberg, PE, CFM
Associate | Chief Water Resources Engineer

Reviewed by:



Shawn M. Martin, PE
Vice President | Office Manager

Attachments: Authorization to Proceed
 General Terms and Conditions
 Current Rate Schedule

¹ A complete invoice includes all required documentation of expenses and receipt of associated deliverables.

Authorization to Proceed

Mr. Nils S. Wiberg, PE, CFM
Fuss & O'Neill, Inc.
317 Iron Horse Way
Suite 204
Providence, RI 02908

RE: Authorization to Proceed
Proposal for Professional Engineering Services
Eagle Neck Creek Salt Marsh Restoration Project
Fuss & O'Neill Reference No. 20110202.C50

Dear Mr. Wiberg:

I hereby authorize Fuss & O'Neill, Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated May 14, 2021.

Contract Item	Fee	Authorization Initials
Base Contract	\$210,000	
Alt. 1.2 Pre-Construction Vegetation Survey	\$6,825	
Alt. 1.3 Pre-Construction Tide Gage Survey	\$14,100	

Printed Name

Date

Signature

Title

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Town of Truro, MA (Client) and Fuss & O'Neill, Inc. (Consultant) dated May 14, 2021 in respect of the Project described therein.

1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal or governmental information concerning environmental, atmospheric and geotechnical conditions and developments. Consultant does not warrant that all documents issued by it shall comply with said regulations and codes.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project, However, such documents are not intended or represented to

be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from retaining such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are

provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with

respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant expressly

disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at 146 Hartford

Road, Manchester, CT 06040 or by EFT/ACH transfer to Bank of America, Account # 385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the law of the Commonwealth of Massachusetts.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a

comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client, or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the

Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of Consultant.

23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance or omission in Consultant's services. Notice shall include a detailed description of the

nature of the alleged negligent defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

2021 BILLING RATE SCHEDULE

LABOR CATEGORY	HOURLY RATE
Researcher, Clerical	\$ 82
Project Accountant	\$ 93
CAD, Survey, Technician I	\$ 98
CAD, Survey, Technician II	\$ 103
CAD, Survey, Technician III	\$ 108
Engineer, Scientist, Analyst I	\$ 118
Engineer, Scientist, Analyst II	\$ 129
Engineer, Scientist, Analyst III	\$ 144
Senior Engineer, Scientist, Analyst I	\$ 160
Senior Engineer, Scientist, Analyst II	\$ 175
Senior Engineer, Scientist, Analyst III	\$ 190
Associate	\$ 200
Officer	\$ 205
Senior Officer	\$ 205

DIRECT CHARGE SCHEDULE

Subcontractors/Subconsultants	Cost plus 15%
F&O Staff Mileage	At Prevailing IRS Rate
F&O Field Vehicles	\$100/day plus \$0.35/mile
F&O Hybrid Vehicles	At Prevailing IRS Rate
Printing/Reprographics	
Black & White Copy/Print	\$0.065/page
Color Copy/Print	\$0.40/page
Electrostatic Copy/Print	\$0.25/Sq.Ft.
Inkjet Plotter Monochrome	\$0.25/Sq.Ft.
Color Plotting	\$1.00/Sq.Ft.
Inkjet Mylar	\$2.50/Sq.Ft.
Binding Materials	At Cost
Payment Processing (e.g. debit or credit card)	3% fee

2021 FIELD EQUIPMENT RATE SCHEDULE

FIELD EQUIPMENT	DAILY RATE (unless otherwise noted)
Air Sampling Pumps	\$ 15
All Terrain Vehicle	\$ 100
Bladder Pumps	\$ 25
Boat	\$ 50
Combustible Gas Indicator (CGI)	\$ 110
Concrete Coring Machine	\$ 250
Cone Penetrometer	\$ 25
Dissolved Oxygen/Temp/pH Meter (YSI-30)	\$ 15
Generators	\$ 50
Hammer Drill	\$ 50
Hand Auger	\$ 25
Hydrogen Sulfide Sensor & Data Logger	\$ 206 per week
IAQ Meter	\$ 80
Interface Probe	\$ 25
Infiltrometer	\$ 25
Low Flow Controller	\$ 50
Metal Detector	\$ 25
Moisture Meter	\$ 80
Mold Air Pump	\$ 15
Multimeters (YSI-600)	\$ 85
Confined Space Meter (Multi-Gas Meter)	\$ 50
Particulate Monitor	\$ 155
Peristaltic Pumps	\$ 20
Petro Flag Sample	\$ 25
Photoionization Detector (OVM/PID)	\$ 75
Soil Gas Sampling Equipment	\$ 100
Soil/Sediment VOC Supplies (Terra Core)	\$ 2 per sample
Soil/Sediment SPLP/TCLP Supplies (Encore)	\$ 10 per sample
Soil Vapor Extraction (SVE) Pilot Test Equipment	\$ 260
Survey Levels	\$ 30
Survey GPS Submeter Receiver	\$ 50
Survey GPS VRS Subcentimeter	\$ 100
Survey Robotic Total Station	\$ 100
Total Organic Vapor Analyzer	\$ 65
Tracer Dye Flow Dilution Equipment	\$ 1,600
Transit Time Flowmeter	\$ 130 per day \$ 520 per week \$ 1,706 per month
Turbidity Meters	\$ 15
Water Level Indicator	\$ 15
XRF	\$ 250



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Sue Areson, Clerk

REQUESTED MEETING DATE: June 8, 2021

ITEM: Discussion Article 21: Charter Amendment to Section 2-2-4- Petitioned Article

EXPLANATION: At the June 3, 2021 Pre-Town Meeting, Clerk Areson proposed that the Board further discuss Article 21: Charter Amendment to Section 2-2-4- Petitioned Article. This article originated by citizen-petition but it was voted by the Select Board at their August 25, 2020 meeting to include the 2020 Annual Town Meeting petitioned articles on a subsequent special or annual Town Meeting as Select Board articles. At the 2020 Annual Town Meeting it was moved to pass over this article (and the other petitioned articles), with the understanding that the Select Board has committed to placing these petitioned articles on the warrant for the next Annual or Special Town Meeting without requiring the petitioners to gather new signatures. The majority of voters were in favor and the motion passed.

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: *MOTION TO*

ATTACHMENTS:

1. Article 21: Charter Amendment to Section 2-2-4- Petitioned Article

TWO-THIRDS
VOTE

Article 21: Charter Amendment to Section 2-2-4- Petitioned Article

To see if the Town will vote to amend Section 2-2-4 of the Town Charter by adding new language as follows (new language shown **bold underline**), or to take any other action relative thereto.

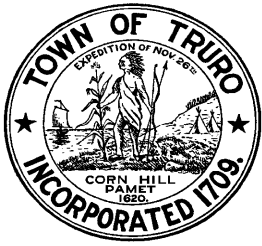
2-2-4 *The Moderator shall appoint a Finance Committee in accordance with the provisions of Chapter 6. The Finance Committee shall act in an advisory capacity to the legislative branch, the Town Meeting. **The Moderator shall conduct an open search, selection and appointment process for candidates for new, renewing, and/or vacant seats for the Finance Committee. The Moderator will adhere to the procedures and practices used by the Select Board for appointed, members to Town committees and pursuant to General Law and to Chapter 6 of the Town Charter, as established and amended by Town Vote.***

Requested by the Select Board

Select Board Comment: This article was submitted by petition for consideration at Town Meeting.

Petitioner’s Comment: The Finance Committee serves an essential and significant role year-round in developing departmental and Town-wide budget(s) for approval annually at ATM Presently, members are appointed at the sole discretion of the Town Moderator in a private process. The public should have an opportunity to apply, make their skills and interests known to the Townspeople as well as the Moderator, and be subject to public interviews and transparent selection processes.

Select Board Recommendation	0	4	1
Charter Review Committee Recommendation			



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Sue Areson, Clerk

REQUESTED MEETING DATE: June 8, 2021

ITEM: Discussion of Creating a Meeting Length Policy

EXPLANATION: At the March 16, 2021 Select Board Meeting, Clerk Areson proposed a meeting length policy. A draft policy is included for review and discussion.

IMPACT IF NOT APPROVED: There will be no Meeting Length Policy.

SUGGESTED ACTION: *MOTION TO adopt the proposed Meeting Length Policy.*

ATTACHMENTS:

1. Draft Meeting Length Policy (#65)



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

POLICY MEMORANDUM #65

Date: Adopted June 8, 2021

Subject: Meeting Length Policy

The Truro Select Board is committed to running its meetings efficiently while allowing board members, the public and town staff adequate time to discuss matters thoroughly before action is taken. This requires paying close attention to agendas, setting some time limits on comments and recognizing when a topic or discussion needs to be moved to a future agenda.

The Select Board will accomplish this through several measures:

- The Select Board sets a time limit of **[two and a half OR three]** hours for its regular meetings. This limit includes allowing at least 15 minutes for reports and comments from individual board members and the town manager.
- Prior to posting the meeting agenda, the chair or his/her designee will discuss with the town manager or assistant town manager whether all of the business proposed for the meeting can reasonably be accomplished within the time frame. This discussion must anticipate which topics are likely to need lengthy discussion.
- Public comments will be limited to three minutes, absent agreement from a majority of the board.
- If a matter prompts lengthy discussion and is not time-sensitive, the board will consider moving that topic/discussion to a future agenda.
- Board members and attendees are encouraged to make comments that offer only new information or perspectives. If they agree with a previous speaker, say only that they agree. The statements of agreement shall be reflected in the meeting minutes.
- Thirty minutes prior to the scheduled end of the meeting, the board will vote on whether to continue the meeting beyond the deadline and for how long. This pause in the meeting will include a brief discussion of whether any agenda items not yet covered will be moved to a future meeting.

Robert Weinstein, Chair

Kristen Reed, Vice-Chair

Susan Areson, Clerk

Jan Worthington

Stephanie Rein
Select Board
Town of Truro

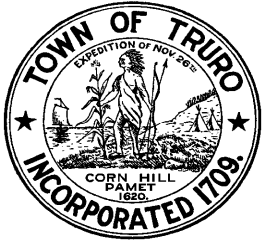


TOWN OF TRURO

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DRAFT



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Select Board

REQUESTOR: Kristen Reed, Select Board

REQUESTED MEETING DATE: June 8, 2021

ITEM: Review and Approve Proclamation for Juneteenth, June 19, 2021

EXPLANATION: The Truro Select Board would like to proclaim June 19, 2021 as Juneteenth, a holiday celebrating the emancipation of those who had been enslaved in the United States. It is commemorated on the anniversary date of June 19, 1865 proclaiming freedom from slavery.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will be no proclamation for Juneteenth.

SUGGESTED ACTION: ***MOTION TO** approve and sign the proclamation declaring June 19, 2021 as Juneteenth in the town of Truro.*

ATTACHMENTS:

1. Proclamation for Juneteenth

TOWN OF TRURO

Proclamation On The Occasion Of Juneteenth

WHEREAS, Our country is made up of people from every nation on earth, who are declared equal not only in freedom but also in justice, both of which are essential for a healthy human civilization; and

WHEREAS, Our nation was conceived on July 4, 1776 with the Declaration of Independence, the classic statement being: ***“We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness ; and***

WHEREAS, At 2:00 p.m. on New Year’s Day, January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as slaves within any State or designated part of a State ***“shall be then, thenceforward, and forever free”***; and

WHEREAS, The Emancipation Proclamation made the permanent abolition of slavery a Union war aim and provided the legal framework for the emancipation of nearly all four million slaves as the Union armies advanced; and

WHEREAS, Hearing of the Proclamation, many slaves escaped to Union lines as the army units moved south; and

WHEREAS, On June 19, 1865, almost 2 ½ years later, Major General Gordon Granger arrived in Galveston, Texas, and announced the end of both the Civil War and slavery, with this announcement: ***“The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property, between former masters and slaves and the connection heretofore existing between them, becomes that between employer and hired labor. The Freedmen are advised to remain at their present homes and work for wages. They are informed that they will not be allowed to collect at military posts; and they will not be supported in idleness either there or elsewhere”***; and

WHEREAS, Texans began the celebration of Juneteenth in 1866, with community events such as parades, cookouts, prayer gatherings, musical performances and historical cultural readings; some communities purchased land for Juneteenth celebrations, such as Emancipation Park in Houston, TX; and as freed families emigrated from Texas to other parts of the United States, they carried the Juneteenth celebration with them; and

WHEREAS, Al Edwards, a freshman state representative, put forward the bill, H.B. 1016, in 1979 making Texas the first state to grant this emancipation celebration; and

WHEREAS, On January 1, 1980, Juneteenth became an official Texas state holiday; and

WHEREAS, Since then, 45 other states and the District of Columbia have also declared it an

official holiday; and

WHEREAS, Massachusetts Governor Charlie Baker signed legislation July 24, 2020 that officially declared June 19 a statewide holiday each year in the Commonwealth; and

NOW, THEREFORE, BE IT KNOWN that we, the Select Board of the Town of Truro do hereby proclaim June 19, 2021 as Juneteenth in Truro, Massachusetts.

Robert Weinstein, Chair

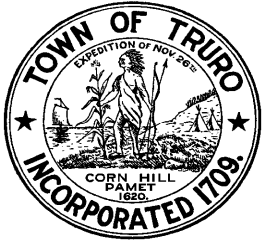
Kristen Reed, Vice-Chair

Susan Areson, Clerk

Jan Worthington

Stephanie Rein

Signed on this Eighth Day of June in the Year of our Lord
Two Thousand and Twenty-One.
Select Board of the Town of Truro, Massachusetts



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Select Board

REQUESTOR: Kristen Reed, Select Board

REQUESTED MEETING DATE: June 8, 2021

ITEM: Review and Approve Proclamation for June 2021 as Pride Month

EXPLANATION: The Truro Select Board would like to proclaim June as Pride Month. Pride Month is an entire month dedicated to the uplifting of LGBTQ+ voices, culture and support of LGBTQ+ rights.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will be no proclamation for Pride Month.

SUGGESTED ACTION: ***MOTION TO** approve and sign the proclamation declaring June 2021 as Pride Month in the town of Truro.*

ATTACHMENTS:

1. Proclamation for Pride Month

TOWN OF TRURO

Proclamation On The Occasion Of LGBTQ Pride Month 2021

WHEREAS, our country was founded on the principle of equal rights for all people, but the fulfillment of this promise has been too long in coming for many Americans, including those who identify as lesbian, gay, bisexual, transgender, queer and questioning people; and

WHEREAS, the Town of Truro recognizes and proclaims the month of **June 2021** as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) “Pride Month” throughout the town; and

WHEREAS, an historic turning point in the movement toward equal rights for LGBTQ people occurred on June 28, 1969 at the Stonewall Inn in New York City, when LGBTQ community members rose up and fought back against brutal police raids and discriminatory criminal laws that have since been declared unconstitutional; and

WHEREAS, the first LGBTQ Pride parade took place one year later on June 28, 1970 to commemorate the events at Stonewall, launching what would become an annual nationwide tradition of Pride celebrations every year since then; and

WHEREAS, on June 11, 1999, President Bill Clinton declared June "Gay & Lesbian Pride Month" to commemorate the 30th anniversary of the Stonewall Uprising and on June 1, 2009, President Barack Obama expanded the commemoration further by declaring June to be Lesbian, Gay, Bisexual and Transgender Pride Month; and

WHEREAS, the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ people in society; and

WHEREAS, all human beings are born free and equal in dignity and rights. LGBTQ individuals have had immeasurable impact to the cultural, civic and economic successes of our country; and

WHEREAS, the Town of Truro is committed to supporting visibility, dignity and equality for LGBTQ people in our diverse community; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for Truro’s LGBTQ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

NOW, THEREFORE, BE IT RESOLVED, that on the first day of June, 2021, the Select Board of Truro do hereby proclaim June 2021 as Lesbian, Gay, Bisexual, Transgender, Questioning and Queer Pride Month; and urge all community residents to eliminate discrimination and injustice wherever it exists, to celebrate the lives of our LGBTQ neighbors and friends, and to work together to create a more inclusive society that values all people, no matter who they are and who they love, extending the promise of our country to all people.

Robert Weinstein, Chair

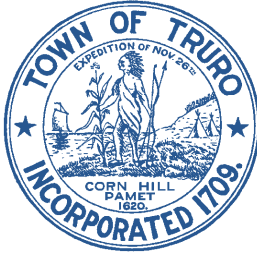
Kristen Reed, Vice-Chair

Susan Areson, Clerk

Jan Worthington

Stephanie Rein

Signed on this Eighth Day of June in the Year of our Lord
Two Thousand and Twenty-One.
Select Board of the Town of Truro, Massachusetts



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

7. **CONSENT AGENDA**

- A. Review/Approve and Authorize Signature:
 - 1. *Special One Day Entertainment License-Farmers' Market*
- B. Review and Approve 2021 Business Licenses: Lodging License-American Youth Hostels Inc.
- C. Review and Approve Appointment Renewals: Art Hultin-Zoning Board of Appeals; Bruce Boleyn-Board of Assessors; Jill Mays-Truro Cultural Council; Fred Gaechter-Climate Action Committee; Janice Parky-Open Space Committee; Helen Grimm-Board of Health; Steve Wisbauer-Shellfish Advisory Committee; Christopher Clark-Shellfish Advisory Committee; Jim Summers-Truro Historical Commission; Brian Koll-Board of Health; Barbara Wood-Taxation Aid Committee; Robert Panessiti-Charter Review Committee; Matthew Kiefer-Historical Commission; Hannah King-Commission on Disabilities
- D. Review and Approve Appointment: Betty Gallo- Walsh Property Community Planning Committee
- E. Review and Approve Select Board Minutes: None



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: June 8, 2021

ITEM: Approval of Entertainment License for *Monday Entertainment at Truro Farmer's Market; June 14-September 13, 2021.*

EXPLANATION: MGL Chapter 140 § 181 provides local authority to license performance events. Entertainment Application for review and approval is for a Mondays starting June 14-September 13, 2021 from 8:00am-12:00pm with acoustic musicians. The Entertainment application has been reviewed by the Chief of Police and approved.

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 14, 2021 through September 13, 2021 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

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) _____

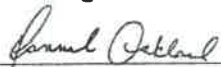
Amplified System: Yes No

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

5/7/2021

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, 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

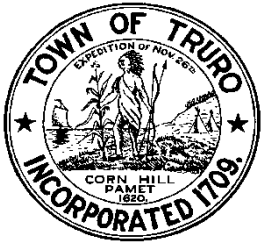
APPROVAL

License No. _____

Board of Selectmen _____ Meeting Date _____

Police Department  _____ Date 6/4/2024

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



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: June 8, 2021

ITEM: Approval of Seasonal Business License:

Lodging License-American Youth Hostel Inc dba Hostelling International USA, located at 111 North Pamet Road

EXPLANATION: The Hostel International USA Lodging License is under the authority of the Select Board as the Local Licensing Authority. The application was received from Steve Teune, Hostelling International USA, of Facilities and Project Management in Chicago. American Youth Hostels Inc is required to have a license for companies which do online reservations. There is no available record of the history of this Cape Cod National Seashore property being licensed prior.

If you approve this license the license will be issued only upon compliance with all regulations, receipt of the necessary fees, proof of taxes paid in full for the fiscal year. There are no Board of Health Licenses issued to the Youth Hostel.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 § 23	Lodging House License	Hostelling International USA

IMPACT IF NOT APPROVED: The applicant will not be issued their License to operate Hostelling International USA.

SUGGESTED ACTION: *MOTION TO approve the 2021 seasonal Lodging House License for Hostelling International USA upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. Business Application for 2021: American Youth Hostels Inc

Section 3 –MANAGER INFORMATION

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

Name of Onsite Manager:

Name: N/A Unit Number: _____

Mailing Address: _____

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

Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: Catherine Clark Business Name: American Youth Hostels, Inc.

Business Address: 75 Goody Hallet Dr. Eastham, MA 02642

Phone: (24 Hour Contact): [REDACTED] Email Address: clarkcr@appstate.edu

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: Aaron Chaffee Business Name: American Youth Hostels, Inc.

Business Address: 8455 Colesville Rd. STE 1225, Silver Spring, MD 20910

Phone: (24 Hour Contact) [REDACTED] Email Address: aaron.chaffee@hiosa.org

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] Aaron Chaffee 5/20/2021
Signature of Applicant Print Name Date
VP, American Youth Hostels, Inc.

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)



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME: American Youth Hostels

OWNER/MANAGER: Aaron Chaffee Catherine Clark

ADDRESS: 111 N Pamet Rd, Truro

PHONE #: 508-349-3889 NUMBER OF UNITS: 7

CONTACT PERSON: Aaron Chaffee

ADDRESS: 8455 Colesville Rd, Silverspring, MD 20910

TESTING COMPANY: Gannon Fire Sprinkler

TESTING ELECTRICIAN/TECHNICIAN: Thomas Gannon

COMPANY PHONE #: 508-827-7776 HOME PHONE #: XXXXXXXXXX

LICENSE #: SC-210074

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: Fire Sprinkler System Functioning Properly

DATE OF CERTIFICATION: 3/20/2022 BY: Thomas Gannon
Expires Signature of Licensed Electrician
Sprinkler Fitter

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.



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: American Youth Hostels, Inc.

Address: 8455 Colesville Rd. STE 1225

City/State/Zip: Silver Spring, MD 20910 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

- 1. I am an employer with 150 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 Lodging

*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: Bankers Standard Insurance Company (Chubb)

Insurer's Address: 1 Beaver Valley Road

City/State/Zip: Wilmington, DE 19803

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 03/31/2022

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

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

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

Signature: [Signature] Date: 5/20/2021

Phone #: 301.525.6751 Araron Chaffee, VP American Youth Hostels Inc.

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 #: _____



Gannon Fire Sprinkler
 30 Perseverance Way, Unit #6 | Hyannis, Ma 02601
 508-827-7786 (O) | 508-827-7792 (F)
 gannonfiresprinkler@gmail.com
 www.gannonfiresprinkler.com

Fire Sprinkler System Inspection Report

BUSINESS NAME DY NEED Academy	INSPECTOR Erick Decastro
STREET ADDRESS 121 North Pumet Rd.	DATE 4/22/2021
CITY, STATE, ZIP Truro, MA 02666	

Report Interval: Annually Semi-Annually Quarterly

	YES	NO	N/A
--	-----	----	-----

1. GENERAL

a. Is the building occupied according to information furnished by the owner or the owner's representative?	✓		
b. Is occupancy same as previous inspection according to information furnished by the owner or the owner's representative?	✓		
c. Are all systems in service?	✓		
d. Are all fire protection systems same as last inspection according to information furnished by the owner or the owner's representative?	✓		
e. Is building completely sprinklered?	✓		
f. Are all new additions and building changes properly protected according to information furnished by the owner or the owner's representative?			✓
g. Is all stock and storage properly below sprinkler piping?	✓		
h. Was property free of fires since last inspection according to information furnished by the owner or the owner's representative?	✓		
i. In areas protected by wet system, does the building appear to be properly heated in all areas, including blind attics, perimeter areas and are all exterior openings protected against entrance of cold air?	✓		

2. CONTROL VALVES

a. Are all sprinkler system main control valves open?	✓		
b. Are all other valves in proper position?	✓		
c. Are all control valves in good condition and sealed and supervised?	✓		

3. WATER SUPPLIES (see Section 17)

a. Was a water flow test made and results satisfactory?	✓		
---	---	--	--

4. TANKS, PUMPS, FIRE DEPT. CONNECTIONS

a. Are fire pumps, gravity tanks, reservoirs and pressure tanks in good condition and properly maintained?	✓		
b. Are fire department connections in satisfactory condition, coupling free, caps in place and check valves tight?	✓		

5. WET SYSTEMS (see Section 13)

a. Are cold-weather valves open or closed as necessary?			✓
b. Have anti-freeze systems been tested and left in satisfactory condition?	✓		
c. Are alarm valves, water-flow indicators and records in satisfactory condition?	✓		

6. DRY SYSTEMS (see Section 14)

a. Is dry valve in service and in good condition?			✓
b. Is air pressure and priming water level normal?			✓
c. Is air compressor in good condition?			✓
d. Were low points drained during fall and winter inspections?			✓
e. Are quick-opening devices in service?			✓
f. Have dry valves been trip tested satisfactorily as required?			✓
g. Have dry valves adequately protected from freezing?			✓
h. Are valve house and heater condition satisfactory?			✓

7. SPECIAL SYSTEMS (see Section 18)

a. Were all heat responsive systems tested and results satisfactory?			✓
b. Were valves tested as required?			✓
c. Were supervisory features tested and results satisfactory?			✓

	YES	NO	N/A
--	-----	----	-----

8. ALARMS

a. Are water motor and gong test satisfactory?			✓
b. Is electric alarm test satisfactory? (Systems exceeding 100 sprinkler heads are required by State code to have central station monitoring)	✓		
c. Is supervisory alarm service test satisfactory?	✓		

9. SPRINKLERS — PIPING

a. Are all sprinklers in good condition, not obstructed, and free of corrosion or loading?	✓		
b. Are all sprinklers less than 50 years old?	✓		
c. Are extra sprinklers readily available?	✓		
d. Is condition of piping, drain valves, check valves, hangars, pressure gauges, open sprinklers, strainers satisfactory?	✓		
e. Have sprinklers been checked for proper temperature rating?	✓		
f. Are portable fire extinguishers in good condition?			✓
g. Is hand hose on sprinkler system satisfactory?			✓

10. Dry-System last checked for stoppage	Date:
11. Dry-System Piping last checked for proper pitch	Date:
12. Dry-pipe Valve last trip tests	Date:

13. Wet Systems:	Make and Model: 1 1/2" Shotgun
14. Dry Systems:	Make and Model:
15. Special System:	Make and Model: Type:
	Condition: Good

16. CONTROL VALVES	No?	Type	Condition	Open	Secured	Closed	Signs
City Connection Control Valve	Y	BF 1 1/2"	Good	(Y) N	(Y) N	Y / N	(Y) / N
Tank Control Valve				Y / N	Y / N	Y / N	Y / N
Pump Control Valve				Y / N	Y / N	Y / N	Y / N
Sectional Connection Control Valve	Y	BF 1 1/2"	Good	(Y) N	(Y) N	Y / N	(Y) / N
System Control Valve	Y	BF 1 1/2"	Good	(Y) N	(Y) N	Y / N	(Y) / N

17. WATER FLOW TEST

Water Pressure?	City	PSI	Tank	✓	PSI	60	Fire Pump	PSI	
Water-Flow Test?	(Y) N	If none made, why?							
Test Pipe Location	Main	Test Pipe Size	1"	Pressure Before	60	Flow Pressure	60	Pressure After	60

18. HEAT RESPONSIVE DEVICES	Type	Type of Test
Valve #	A B C D E F	Valve #
Valve #	A B C D E F	Valve #
Valve #	A B C D E F	Valve #
Valve #	A B C D E F	Valve #
Valve #	A B C D E F	Valve #
Valve #	A B C D E F	Valve #

Auxiliary Equipment	Y / N	Type	Location	Test Results
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19. Antifreeze Data	Test Location: Basement	Type: GL	Temp: 2	PH: 7
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20. System functioning properly YES NO

21. Sprinkler system inspection notes:

22. Adjustments or corrections made



FIRE EQUIPMENT INCORPORATED

Protecting New England. Because so much is at stake.
MEDFORD · AGAWAM · HYANNIS · SMITHFIELD · MANCHESTER

Work Order Report

Work Order Details:

Account Name: Need Academy

Site Address: 111 North Pamet Road, Truro, MA 02666

Work Order Number: WO-00193969

Products:

Product Name:	Equipment #:	Equipment Location:
Portable Fire Extinguisher	FE 00076235	Building

Description:

Purpose of Visit: PM Inspection

Worked Performed:

Work Performed: Fire extinguishers inspection

Technician Information:

Item	Technician Name	Hours
1	Hyannis Labor	1
2	Brian Bailey	1

Closed On: May 03, 2021

Ellen

Signature:

Date: May 03, 2021

TOTAL # OF EXTINGUISHERS – 7

EXTINGUISHERS DUE SERVICE NEXT YEAR – 2-51b

New Equipment -

DRY CHEM 2.5 ABC		DRY CHEM 5 ABC		DRY CHEM 10 ABC		DRY CHEM 20 ABC	
DRY CHEM 10 BC		DRY CHEM 20 BC		DRY CHEM 10 PK		DRY CHEM 20 PK	
CO2 5lb		CO2 10lb		CO2 15.5lb		CO2 20lb	
Pressurized Water		K Class		Halotron 2.5lb		Halotron 5lb	
Halotron 11lb		Halotron 15lb		Emergency Lights		Exit Lights	
Other							

Inspection/Recertification –

DryChem	7	KClass		Pressurized Water		Halotron	
CO2		Conductivity Test		Wheeled Unit		Emergency Light	
Exit Light		Other Insp					

Recharges –

Dry Chem 2 1/2 lb		Dry Chem 5 lb		Dry Chem 10lb	3	Dry Chem 20lb	
CO2 5 lb		CO2 10 lb		CO2 15 lb		CO2 20 lb	
Pressurized Water		K Class .61		2,5G		Halotron 2.5 lb	
Halotron 5 lb		Halotron 11 lb		Halotron 15.5 Lb		Conductivity Tests	

Service –

6 YR Maintenance Halotron		Hydrotest Dry Chem	1
6 YR Maintenance Other	2	Hydrotest Other	

Parts –

Service Collar	3	ORing	3	Check Stem	3	Pull Pin	
Vehicle Bracket		Heavy Duty Bracket		Batteries		Battery Disposal	
Wall Hook		M1 - 5lb		M2 -10lb		20lb	
Bulbs		Replacement Cover		Gauge		FEC Cover	
Other Parts		DOT		OSHA		PWM 90	
BL Series Vinyl		Type					
RP Series Plastic		Types					

FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA 10 CODE –

Recommendations -

Comments - Mail inspection report & invoice

ISSUING COMPANY
BANKERS STANDARD INSURANCE COMPANY
NCCI CARRIER CODE
20206

Workers' Compensation and Employers Liability Insurance Policy Information Page

POLICY NUMBER
Symbol: NWC Number: [REDACTED]
PREVIOUS POLICY NO.
Symbol: NWC Number: [REDACTED]

<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Rewrite
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Association
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other Legal Entity

Item 1. Named Insured
 AMERICAN YOUTH HOSTELS, INC.
 8401 COLESVILLE RD #600
 SILVER SPRING MD 20910

Inter/Intrastate ID No.: [REDACTED]

Federal Employer ID No.: [REDACTED]

Mailing Address

Employer's ID No.:

PIIC CODE: [REDACTED]

For other named insured see Extension of Information Page – Schedule of Named Insured, WC 99 99 99 A

For other workplaces see Extension of Information Page – Schedule of Other Workplaces, WC 99 99 99 B

Item 2. Policy period: From 03-31-2021 To 03-31-2022 12:01 A.M., standard time at the named insured's mailing address.

Item 3A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: DE,IL,LA,MA,MD,NY,TX,VA

Item 3B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A.

The limits of our liability under Part Two are:	Bodily Injury by Accident	\$ 1,000,000	each accident
	Bodily Injury by Disease	\$ 1,000,000	policy limit
	Bodily Injury by Disease	\$ 1,000,000	each employee

Item 3C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT
 ND,OH,WA,WY,
 AND STATES DESIGNATED IN ITEM 3.A

Item 3D. This Policy includes these endorsements and schedules:

See schedule of Forms and Endorsements WC999999D

Item 4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE –CLASSIFICATIONS

If indicated here, interim adjustments of premium will be made:

Semi-Annually Quarterly Monthly

Minimum Premium collected in	DE	\$ 1464.
Total Estimated Premium		\$ 118767.
Deposit Premium		\$

PRODUCER NAME AND MAILING ADDRESS

MARSH USA INC
 1166 AVENUE OF THE AMERICAS
 NEW YORK NY 100360000

PRODUCER CODE: 29767C 36-1436000 REU

MARKETING OFFICE: REAL ESTATE

ISSUE DATE: 04/12/2021



Authorized Representative

Key: 6555

Town of TRURO - Fiscal Year 2021

10/9/2020 11:00 am SEQ #: 615

LEGALLAND

CURRENT OWNER				PARCEL ID				LOCATION			
U S A DEPT OF THE INTERIOR CAPE COD NATIONAL SEASHORE 99 MARCONI SITE RD WELLFLEET, MA 02667				48-16-0				111 NO PAMET RD			
TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)				
U S A				07/30/1963	E	43,000	(30851)				
KIMBALL GRACE E				04/29/1957	99		(20371)				

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
9000	100	U S GOV				1	1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %
10-004	01/22/2010	3	REPAIR/REMOD	8,060	05/17/2011	MR	100 100
09-SS04	01/01/2010	50	SPLIT SUB				100 100

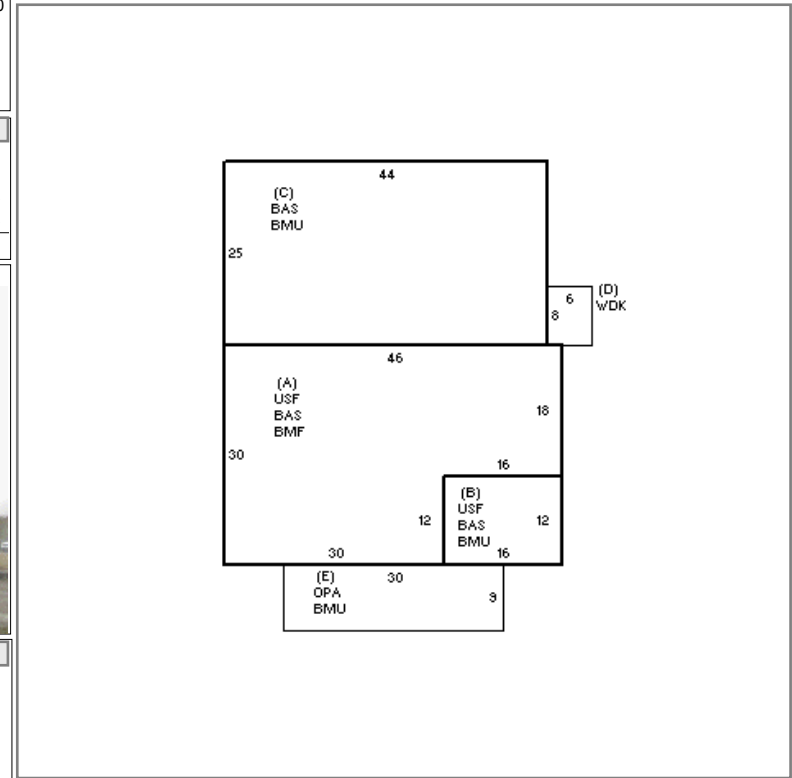
CD	T	AC/SF/UN	Nbhd	Inf1	Inf2	ADJ BASE	SAF	Inf3	Lpi	VC	CREDIT AMT	ADJ VALUE
100	A	0.775	16	1.00	1	1,416,975	1.00	1.00	SV4	5.25		1,098,160
300	A	7.425	16	1.00	1	108,150	0.82	1.00	SV4	5.25		660,160

TOTAL	8.200 Acres				ZONING	NSD	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Nbhd	NAT'L SEASHORE				N O T E	FY11 MISSING PCL ADDED PER 2010 BP. LEASED BY CCNS TO NEED COLLABORATIVE (SEPT TO JUN)+TO AMER YOUTH HOSTELS INC (JUN TO SEPT).			LAND	1,758,300	1,740,900
Inf1	NO ADJ					LAND	BUILDING	387,400	390,900		
Inf2	NO ADJ					OTHER	0	0	0		
TOTAL									2,145,700	2,131,800	

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD



BLDG COMMENTS
HOSTEL (FORMER DWELLING NOT ASSESSED SINCE TITLE TO USA IN 1963)



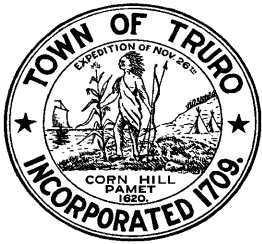
DETACHED

BUILDING

BUILDING	CD	ADJ	DESC	MEASURE	3/15/2016	RJM
MODEL	1		RESIDENTIAL	LIST	3/16/2016	EST
STYLE	5	1.00	COLONIAL [100%]	REVIEW	3/17/2016	RJM
QUALITY	A	1.00	AVERAGE [100%]			
FRAME	1	1.00	WOOD FRAME [100%]			

YEAR BLT	1930	SIZE ADJ	1.000	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN
NET AREA	3,860	DETAIL ADJ	1.000	FOUNDATION	4	BSMT WALL	1.00	A	BMF	N	BSMT FINISH	1,188		69.70	82,800
\$NLA(RCN)	\$193	OVERALL	1.020	EXT. COVER	1	WOOD SHINGLES	1.00	A	BAS	L	BAS AREA	1,188	1930	161.56	191,930
CAPACITY				ROOF SHAPE	2	HIP	1.00	A	USF	L	UP-STRY FIN	1,188	1930	131.67	156,422
STORIES(FAR)	2	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00	+	BMU	N	BSMT UNFINISHED	1,562		37.03	57,841
ROOMS	10	1.00		FLOOR COVER	5	VINYL	1.00	+	BAS	L	BAS AREA	1,292	1930	161.56	208,733
BEDROOMS	6	1.00		INT. FINISH	1	PLASTER	1.00	B	USF	L	UP-STRY FIN	192	1930	131.67	25,281
BATHROOMS	16	1.00		HEATING/COOLING	4	STEAM	1.02	D	WDK	N	ATT WOOD DECK	48		50.28	2,413
FIXTURES	0	1.00		FUEL SOURCE	1	OIL	1.00	E	OPA	N	OPEN PORCH	270		40.48	10,930
UNITS	0	1.00							F21	O	FPL 2S 1OP	1		8,681.20	8,681

TOTAL RCN	745.031	
CONDITION ELEM	CD	
EFF.YR/AGE	1962 / 57	
COND	48 48 %	
FUNC	0	
ECON	0	
DEPR	48 % GD	52
RCNLD	\$387,400	



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 8, 2021

ITEM: Applications to Serve

EXPLANATION: The following people have submitted their applications to serve another term; Arthur Hultin-ZBA; Bruce Boleyn-Board of Assessors; Jill Mays-Cultural Council; Fred Gaechter-Climate Action Committee; Janice Parky-Open Space Committee; Helen Grimm-BOH; Stephen Wisbauer-Shellfish Advisory Committee; Christopher Clark-Shellfish Advisory Committee; Jim Summers-Truro Historical Commission; Brian Koll-BOH; Barbara Wood-Taxation Aid Committee; Robert Panessiti-Charter Review Committee; Matthew Kiefer-Historical Commission; Hannah King-Commission on Disabilities.

Please note that at the recommendation of the Charter Review Committee Chair, Robert Panessiti, his appointment will be for only two years (as opposed to a three- year term as outlined in the Charter Review Committee's Charge) in an effort to stagger the terms of the members. Presently there are four memberships set to expire June 30, 2021 and three memberships set to expire June 30, 2022.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicants will no longer be able to serve on their respective Boards, Committees, Commissions.

SUGGESTED ACTION: *Motion to reappoint Art Hultin to the Zoning Board of appeals for a three-year term expiring June 30, 2024; Bruce Boleyn to the Board of Assessors for a three-year term expiring June 30, 2024; Jill Mays to the Cultural Council for a three-year term expiring*

June 30, 2024; Fred Gaechter to the Climate Action Committee for a one-year Alternate term expiring June 30, 2022; Janice Parky to the Open Space Committee for a three-year term expiring June 30, 2024; Helen Grimm to the Board of Health for a three-year term expiring June 30, 2024; Stephen Wisbauer to the Shellfish Advisory Committee for a one-year Alternate term expiring June 30, 2022; Christopher Clark to the Shellfish Advisory Committee for a three-year term expiring June 30, 2024; Jim Summers to the Historical Commission for a three-year term expiring June 30, 2024; Brian Koll to the Board of Health for a three-year term expiring June 30, 2024; Barbara Wood to the Taxation Aid Committee for a three-year term expiring June 30, 2024; and Robert Panessiti to the Charter Review Committee for a two-year term expiring June 30, 2023; Matthew Kiefer to the Truro Historical Commission for a three-year term expiring June 30, 2024; Hannah King to the Truro Commission on Disabilities for a three-year term expiring June 30, 2024.

ATTACHMENTS:

1. Applications to Serve with Chair comments/approvals



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

RCVD 2021MAY10 AM 11:03

ADMINISTRATIVE OFFICE

TOWN OF TRURO

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Arthur F. Hultin, Jr HOME TELEPHONE: [REDACTED]
 ADDRESS: 11 Lawrence Way Truro WORK PHONE: [REDACTED]
 MAILING ADDRESS: P.O. Box 504 N. Truro E-MAIL: [REDACTED]
 FAX: [REDACTED] MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: ZBA

SPECIAL QUALIFICATIONS OR INTEREST: ZONING BY-LAW EXPERIENCE
CHAPTER 40A and 40B KNOWLEDGE + EXPERIENCE
ABILITY TO READ AND UNDERSTAND SITE + BUILDING PLANS

COMMENTS: _____

SIGNATURE: *Arthur F. Hultin, Jr* DATE: 4-22-2021

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

SIGNATURE: _____ DATE: _____

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

Truro

Application to Serve on a Board or Committee
BOARD OF ASSESSORS

Last Name *BOLEYN*

First Name *R. BRUCE*

Middle Initial

Address (Street) *13 FISHER ROAD
P.O. BOX 1105*

Address (City) *TRURO*

Address (State) *MA*

Address (Zip Code) *02666*

RCVD 2021MAY18 4:01:17
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Mailing Address (Please indicate box number and zip code)

~~TRURO,~~ *P.O. BOX 1105, TRURO, MA 02666-1105*

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes
 No

Are you registered to vote in Truro? *YES*

- Yes
 No

What Board/ Committee Are You Applying For?

BOARD OF ASSESSORS

Briefly Describe Why You Wish to Serve on This Board or Committee:

CURRENT MEMBER OF BOARD

Have you attended a meeting of the committee listed above?

- Yes
 No

Have you read the charge of the committee?

- Yes
 No

Have you met with the chair of the committee?

- Yes I AM THE CURRENT CHAIR
 No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

I AM CURRENTLY A MEMBER OF THE PLANNING BOARD,
BOARD OF ASSESSORS AND TAXATION AID COMMITTEE.

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Briefly list any other relevant ~~experience~~ such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

↑
↓ JUST AS A VOLUNTEER

Signature *R. Bruce Foley*

Date *5/17/2021*

Truro

Application to Serve on a Board or Committee

Last Name *MAYS*

First Name *JILL*

Middle Initial *H*

Address (Street) *13 PRIEST RD.*

Address (City) *N. TRURO*

Address (State) *MA*

Address (Zip Code) *02652*

Mailing Address (Please indicate box number and zip code) *PO Box 43
N. TRURO, MA 02652*

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

RCUD 2021MAY17 pm202
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Yes
 No

What Board/ Committee Are You Applying For?

TRURO CULTURAL COUNCIL

Briefly Describe Why You Wish to Serve on This Board or Committee:

I feel supporting the arts & STEM programs in Truro is very important.

Have you attended a meeting of the committee listed above?

Yes
 No

Have you read the charge of the committee?

Yes
 No

Have you met with the chair of the committee?

Yes
 No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc. I have participated on TCL for 3 yrs. I am Secretary of PHYC BOARD I have served on multiple non-profit Boards- incl executive positions while in CT.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document. published author

Signature

A handwritten signature in black ink, appearing to be a stylized name with a large loop and a dot above it.

Date

5/11/21

Noelle Scoullar

From: Angela Gaimari [REDACTED]
Sent: Monday, May 17, 2021 6:08 PM
To: Noelle Scoullar
Subject: Re: Application to be reappointed to the Cultural Council-Jill Mays

Yes approved. Jill is taking over as chair. Thanks!

On Mon, May 17, 2021, 2:04 PM Noelle Scoullar <nscoullar@truro-ma.gov> wrote:
Hi Angela!

Jill Mays has submitted her application to serve another term on the Cultural Council. Please reply back to this email with your comments/approval.

Thank you!
Noelle

-----Original Message-----

From: scans@smtp.truro-ma.gov <scans@smtp.truro-ma.gov>
Sent: Monday, May 17, 2021 1:40 PM
To: Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: Message from Mail Room KM_C458

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Truro

Application to Serve on a Board or Committee

Last Name

Gaechter

RCUD 2021MAY12 AM2143

ADMINISTRATIVE OFFICE

TOWN OF TRURO

First Name

Fred

Middle Initial

NMN

Address (Street)

12 Cormorant Road

Address (City)

North Truro

Address (State)

MA

Address (Zip Code)

02652

Mailing Address (Please indicate box number and zip code)

PO Box 729, 02652-0729

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

- Yes
 No

What Board/ Committee Are You Applying For?

Climate Action Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

Continue to work that I've done with Committee, previously, as a full member and, now, as an alternate

Have you attended a meeting of the committee listed above?

- Yes
 No

Have you read the charge of the committee?

- Yes
 No

Have you met with the chair of the committee?

- Yes
 No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Currently serve on two others.

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Fred Laichter

Date 5/11/21

Noelle Scoullar

From: [REDACTED]
Sent: Monday, May 17, 2021 3:36 PM
To: Noelle Scoullar
Subject: RE: Application for reappointment-Fred Gaechter

Hi, Noelle,

Sorry to be slow to respond.

I approve Fred Gaechter's application for reappointment to the Climate Action Committee and grateful for his contributions.

Thank you,

Carol

From: Noelle Scoullar <nscoullar@truro-ma.gov>
Sent: Monday, May 17, 2021 1:33 PM
To: carol_harris <[REDACTED]>
Subject: FW: Application for reappointment-Fred Gaechter

Hi Carol,

May I ask for your comments/approval on this item? Once received, I can place it on a Select Board agenda.

Thank you!
Noelle

From: Noelle Scoullar
Sent: Wednesday, May 12, 2021 2:46 PM
To: carol_harris <[REDACTED]>
Cc: Nicole Tudor <ntudor@truro-ma.gov>
Subject: Application for reappointment-Fred Gaechter

Hi Carol!

Fred has submitted his application for reappointment on the CAC.
Please reply to this email with your comments and approval.

Thank you!
Noelle

From: scans@smtp.truro-ma.gov <scans@smtp.truro-ma.gov>
Sent: Wednesday, May 12, 2021 2:20 PM
To: Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: Message from Mail Room KM_C458

Truro

Application to Serve on a Board or Committee

Last Name

Parky

First Name

Janice

RCVD 2021/MAY/12 AM 9:29
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Middle Initial

Address (Street)

24 Hughes Road

Address (City)

North Truro

Address (State)

MA

Address (Zip Code)

.2652

Mailing Address (Please indicate box number and zip code)

POB 104

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

- Yes
 No

What Board/ Committee Are You Applying For?

Open Space

Briefly Describe Why You Wish to Serve on This Board or Committee:

I am a current member and wish to continue

Have you attended a meeting of the committee listed above?

- Yes
 No

Have you read the charge of the committee?

- Yes
 No

Have you met with the chair of the committee?

- Yes
 No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

LCP Committee, 2005, Cultural Council, Open Space

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature Janice Parky

Digitally signed by Janice
Parky
Date: 2021.05.12
08:57:51 -04'00'

Date 5/12/21

Noelle Scoullar

From: Nick Norman <[REDACTED]>
Sent: Monday, May 17, 2021 2:38 PM
To: Noelle Scoullar
Subject: Re: Application for Reappointment-Janice Parky

I wholeheartedly approve Janice's re appointment.

Thanks

Sent from my iPhone

On May 17, 2021, at 1:33 PM, Noelle Scoullar <nscoullar@truro-ma.gov> wrote:

Good Afternoon Nick,

May I ask for your comments/approval? Once received, we can place this on a Select Board agenda to have Janice reappointed.

Thank you,
Noelle

From: Noelle Scoullar
Sent: Wednesday, May 12, 2021 9:33 AM
To: Nick Norman <[REDACTED]>
Cc: Nicole Tudor <ntudor@truro-ma.gov>
Subject: Application for Reappointment-Janice Parky

Good Morning Nick!

Janice Parky has submitted an application to serve another term on the Open Space Committee. Please reply back to this email with your comments and approval.

Thank you!
Noelle

From: scans@smtp.truro-ma.gov <scans@smtp.truro-ma.gov>
Sent: Wednesday, May 12, 2021 9:06 AM
To: Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: Message from Mail Room KM_C458

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Truro

Application to Serve on a Board or Committee

Last Name Grimm

First Name Helen

Middle Initial M. B.

Address (Street) 6 Pine Ridge End

Address (City) North Truro

Address (State) MA

Address (Zip Code) 02652

Mailing Address (Please indicate box number and zip code) PO Box 276, N. Truro 02652

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Are you a full-time resident of Truro?

Yes
 No

Are you registered to vote in Truro? yes

RCVD 2021MAY12 4M748
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Yes
 No

What Board/ Committee Are You Applying For?

B.O.H.

Briefly Describe Why You Wish to Serve on This Board or Committee:

To contribute to the town I love

Have you attended a meeting of the committee listed above?

Yes
 No

Have you read the charge of the committee?

Yes
 No

Have you met with the chair of the committee?

Yes 200m
 No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Eventually but not now

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Barnstable County Lyme task Force
Different committees at work at TCS

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

I have been a RN for over 20 yrs
and am currently the RN at TCS (and have been 11 yrs)

Signature

Helen Gruen

Date

5/11/2021

Noelle Scoullar

From: Tracey Rose [REDACTED]
Sent: Wednesday, May 12, 2021 9:52 AM
To: Noelle Scoullar
Cc: Nicole Tudor
Subject: App. Reappt.-Helen Grimm-response

Good morning, Noelle and Nicole,

I am thrilled that Helen Grimm is choosing to continue to serve on the BOH, if reappointed.

Helen is not only a pleasure to work with, she brings her professionalism, her personal nursing career knowledge and an objective mindset to the table. I highly recommend Ms Helen Grimm to our respected Select Board.

Best regards,

Tracey Rose

Sent from my iPhone

> On May 12, 2021, at 9:16 AM, Noelle Scoullar <nscoullar@truro-ma.gov> wrote:

>

> Good Morning Tracey!

>

> Helen Grimm has submitted her application for reappointment to the Board of Health.

> Please reply to this email with your comments and approval.

>

> Thank you!

> Noelle

>

> -----Original Message-----

> From: scans@smtp.truro-ma.gov <scans@smtp.truro-ma.gov>

> Sent: Wednesday, May 12, 2021 8:48 AM

> To: Noelle Scoullar <nscoullar@truro-ma.gov>

> Subject: Message from Mail Room KM_C458

>

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Truro

Application to Serve on a Board or Committee

Last Name

wisbauer

First Name

stephen

Middle Initial

C

Address (Street)

4 deer path

Address (City)

truro

Address (State)

ma

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

po box 123

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

RCVD 2021MAY11 09:25
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Yes

No

What Board/ Committee Are You Applying For?

sac

Briefly Describe Why You Wish to Serve on This Board or Committee:

reappointment

Have you attended a meeting of the committee listed above?

Yes

No

Have you read the charge of the committee?

Yes

No

Have you met with the chair of the committee?

Yes

No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

no

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

reappointment

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

reappointment

Signature

A handwritten signature in blue ink, appearing to be "K. C. N.", written in a cursive style.

Date 5/11/21

Noelle Scoullar

From: dan smith [REDACTED]
Sent: Thursday, May 13, 2021 9:27 AM
To: Noelle Scoullar
Cc: Nicole Tudor
Subject: RE: Application for Reappointment-Steve Wisbauer

I have reviewed Steve's application for reappointment to the Shellfish Advisory Committee. He is in good standing with SAC and actively participates in meetings. I support his reappointment.

Dan Smith
Chair - SAC

Sent from [Mail](#) for Windows 10

From: [Noelle Scoullar](#)
Sent: Wednesday, May 12, 2021 9:13 AM
To: [dan smith](#)
Cc: [Nicole Tudor](#)
Subject: Application for Reappointment-Steve Wisbauer

Good Morning Dan,

Steve has submitted his application to serve another term as an Alternate on the Shellfish Advisory Committee. You can respond via this email with your comments and approval, which we will include with Steve's application to the Select Board.

Thank you!
Noelle

From: scans@smtp.truro-ma.gov <scans@smtp.truro-ma.gov>
Sent: Wednesday, May 12, 2021 8:47 AM
To: Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: Message from Mail Room KM_C458

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Application to Serve on a Board or Committee

RCVD 2021MAY12 10:09
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Last Name **CLARK**

First Name **Christopher**

Middle Initial **W.**

Address (Street) **1 Higgins Hollow Rd**

Address (City) **TRURO**

Address (State) **MA**

Address (Zip Code) **02666**

Mailing Address (Please indicate box number and zip code)
P.O. BOX 1165, TRURO MA 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

Yes
 No

What Board/ Committee Are You Applying For?

Shellfish Advisory Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

I've been an alternate so now want to become a full member, plus I'm keenly interested in Truro's shellfish productivity etc.

Have you attended a meeting of the committee listed above?

Yes
 No

Have you read the charge of the committee?

Yes
 No

Have you met with the chair of the committee?

Yes
 No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

none at this time

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Scientist at Cornell University, Center for Coastal Studies Board and faculty Executive Board

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Scientist, graduate faculty, Emeritus at Cornell...

Signature 

Date 12 May 2021

Noelle Scoullar

From: dan smith <[REDACTED]>
Sent: Thursday, May 13, 2021 9:31 AM
To: Noelle Scoullar
Cc: Nicole Tudor
Subject: RE: Application for Reappointment-Chris Clark

I have reviewed Chris's application for reappointment. I support his request for reappointment for another term with SAC.

Dan Smith
Chair-SAC

Sent from [Mail](#) for Windows 10

From: [Noelle Scoullar](#)
Sent: Wednesday, May 12, 2021 9:14 AM
To: [dan smith](#)
Cc: [Nicole Tudor](#)
Subject: Application for Reappointment-Chris Clark

Good Morning Dan,

Christopher Clark has submitted his application to be reappointed to another term on the Shellfish Advisory Committee. Please reply to this email with your comments/approval.

Thank you!
Noelle

From: scans@smtp.truro-ma.gov <scans@smtp.truro-ma.gov>
Sent: Wednesday, May 12, 2021 8:47 AM
To: Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: Message from Mail Room KM_C458

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Truro

Application to Serve on a Board or Committee

Last Name

Summers

First Name

Jim

Middle Initial

I

RCVD 2021MAY17 04:51:55

ADMINISTRATIVE OFFICE
TOWN OF TRURO

Address (Street)

49 Castle Road

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box 717 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

- Yes
 No

What Board/ Committee Are You Applying For?

Truro Historical Commission

Briefly Describe Why You Wish to Serve on This Board or Committee:

I have been on the Commission since 2018 and wish to continue the work currently in process

Have you attended a meeting of the committee listed above?

- Yes
 No

Have you read the charge of the committee?

- Yes
 No

Have you met with the chair of the committee?

- Yes
 No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I am currently a Board member of the Truro Historical Society and a member of the Truro

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

I was a registered architect and served as the CFO of a software company prior to retirement

Signature jsummers

Digitally signed by
jsummers
Date: 2021.05.15
11:09:30 -0400

Date 5.16.21

Noelle Scoullar

From: Kiefer, Matthew J. <[REDACTED]>
Sent: Monday, May 17, 2021 8:38 AM
To: Noelle Scoullar
Cc: Nicole Tudor
Subject: Re: Interest in another Term with the Historical Commission?

Jim has contributed enormously to the Historical Commission's work and I'm delighted he's re-applied. Thank you for the opportunity to comment.

Matthew

PS I hope to submit my own application shortly!

From: Noelle Scoullar <nscoullar@truro-ma.gov>
Date: Monday, May 17, 2021 at 8:27 AM
To: Kiefer, Matthew J. <[REDACTED]>
Cc: Nicole Tudor <ntudor@truro-ma.gov>
Subject: FW: Interest in another Term with the Historical Commission?

Hi Matthew!

Jim Summers had submitted his application to serve another term on the Historical Commission. Would you please reply to this email with your comments and approval?

Thank you!
Noelle

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Truro

Application to Serve on a Board or Committee

Last Name

Koll

First Name

Brian

Middle Initial

S

Address (Street)

4 Jeans Way

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box 1015 Truro, MA 02

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

RCVD 2021MAY12 04:11:01
ADMINISTRATIVE OFFICE
TOWN OF TRURO

- Yes
 No

What Board/ Committee Are You Applying For?

Board of Health

Briefly Describe Why You Wish to Serve on This Board or Committee:

I would like to continue to be a member of the Board after completing my first term which began earlier this year.

Have you attended a meeting of the committee listed above?

- Yes
 No

Have you read the charge of the committee?

- Yes
 No

Have you met with the chair of the committee?

- Yes
 No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Presently a member of the Board of Health in Truro. Prior Member and Chairperson of Numerous healthcare related Committees for the Mount Sinai Health System and New York State DOH.

Presently an Advisor for COVID-19 and safety for the re-opening of New York post-COVID 19 for Broadway Theater and National Touring Companies.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Board Certified Infectious Diseases and Internal Medicine Physician. Prior training in Emergency Management and water safety.

Signature Brian S Koll, MD, FACP, FIDSA
Digitally signed by Brian S Koll, MD, FACP, FIDSA
Date: 2021.05.12 10:30:52 -04'00'

Date 5/12/20

Noelle Scoullar

From: Tracey Rose <[REDACTED]>
Sent: Wednesday, May 12, 2021 3:40 PM
To: Noelle Scoullar
Cc: Nicole Tudor
Subject: Re: Application for Reappointment-Brian Koll

Good afternoon,

Although it has not been very long working with Brian Koll, I urge our Select Board to appoint Brian Koll for a full term. Brians persona and his his abundance of knowledge-medical and otherwise-bring balance and reasonability to our BOH partnerships.

Thank you, Tracey Rose, BOH, Chair

Sent from my iPhone

On May 12, 2021, at 11:06 AM, Noelle Scoullar <nscoullar@truro-ma.gov> wrote:

Hi Tracey!

Here is Brian Koll's application to serve another term with the Board of Health. Please reply to this email with your comments and approval.

Thank you!
Noelle

From: scans@smtp.truro-ma.gov <scans@smtp.truro-ma.gov>
Sent: Wednesday, May 12, 2021 10:39 AM
To: Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: Message from Mail Room KM_C458

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<SMail Room 21051210380.pdf>

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Truro

Application to Serve on a Board or Committee

Last Name

Wood

First Name

Barbara

Middle Initial

B

Address (Street)

6 Corn Hill Landing

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box 2005, 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

REC'D 2021MAY12 PM 1:49
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Yes

No

What Board/ Committee Are You Applying For?

Tax Assistance Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

The individuals who apply for assistance deserve thoughtful, fair consideration.

Have you attended a meeting of the committee listed above?

Yes

No

Have you read the charge of the committee?

Yes

No

Have you met with the chair of the committee?

Yes

No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

No

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I have served on the TAC committee for two terms, Truro library trustees for two terms.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Garbana B Wood

Date

5/12/2021

Noelle Scoullar

From: sam and bruce boley [REDACTED]
Sent: Monday, May 17, 2021 1:27 PM
To: Noelle Scoullar
Subject: Barbara Wood's Application

Dear Noelle

We welcome Barbara Wood's interest to continue her membership on the Taxation Aid Committee. We are delighted to approve her reappointment.

Barbara has served the Taxation Aid Committee for three terms. She is an integral member of the current Board as the current Recording Secretary. We recognize Barbara's experience with administrative and analytical skills to evaluate applications brought before the board. Her ability to work well with other members is particularly important since Cynthia Slade's departure.

Barbara has my unlimited support.

Bruce Boleyn
Chair

--

sam and R. Bruce Boleyn
Truro, MA 02666-1105
[REDACTED]

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Truro

Application to Serve on a Board or Committee

Last Name

Panessiti

First Name

Robert

Middle Initial

Email Address

[REDACTED]

Phone Number

[REDACTED]

Address (Street)

20 Knowles Heights Rd

Address (City)

N Truro

Address (State)

MA

Address (Zip Code)

02652

Mailing Address (Please indicate box number and zip code)

P.O. Box 477

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

RCVD 2021MAY21 04:03

ADMINISTRATIVE OFFICE

TOWN OF TRURO

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

Yes

No

What Board/ Committee Are You Applying For?

Charter Review Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

I am seeking re-appointment to the Charter Review Committee. I wish to continue the work of the committee in anticipation of making recommendations to the Select Board for possible inclusion in the 2022 annual Town Meeting.

Have you attended a meeting of the committee listed above?

Yes

No

Have you read the charge of the committee?

Yes

No

Have you met with the chair of the committee?

Yes

No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Charter Review Committee Finance Committee Public Safety Task Force Various non-profit board and committees

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Extensive experience in governance and leadership training.

Signature

Robert M Panessiti

Date

May 20, 2021



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: Matthew J. Kiefer HOME TELEPHONE: Mobile: [REDACTED]

ADDRESS: 1 Sawyer Grove Road WORK PHONE : _____

MAILING ADDRESS: PO Box 1058, N. Truro 02652 E-MAIL: [REDACTED]

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

SPECIAL QUALIFICATIONS OR INTEREST: _____

I am a land use attorney involved in historic preservation, in both Truro and Boston. 20+ years ago, my wife and I restored a historic barn in North Truro, and we're now restoring a Modernist house in the National Seashore. I serve on the advisory board of Historic Boston Incorporated, and chaired the board for several terms.

COMMENTS: _____

I have an abiding interest in Truro's heritage and would be honored to serve another term as Chair of the Historical Commission.

RCVD 2021MAY25 PM4:05

ADMINISTRATIVE OFFICE

TOWN OF TRURO

SIGNATURE: Matthew J. Kiefer DATE: May 25, 2021

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

As former Chair and current Vice Chair, I highly recommend the reappointment of Matt Kiefer to continue to serve on the Historical Commission. He brings invaluable experience and knowledge, and the ability to chair meetings leading to the consensus of the participants.

SIGNATURE: Chris C. Ste... DATE: May 25, 2021

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

Truro

Application to Serve on a Board or Committee

Last Name King

First Name Hannah

Middle Initial S

Address (Street) 270 Rt 6
PO Box 189

Address (City) Truro

Address (State) MA

Address (Zip Code) 02666-0189

RDVD 2021MAY24 and 1/27
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Mailing Address (Please indicate box number and zip code)

PO Box 189 02666-0189

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

- Yes
 No

What Board/ Committee Are You Applying For?

Disabilities Commission

Briefly Describe Why You Wish to Serve on This Board or Committee:

renewal

Have you attended a meeting of the committee listed above?

- Yes
 No

Have you read the charge of the committee?

- Yes
 No

Have you met with the chair of the committee?

- Yes
 No

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Hannah King

Date

05/24/2021

Noelle Scoullar

From: Susan Howe [REDACTED]
Sent: Monday, May 24, 2021 1:08 PM
To: Noelle Scoullar
Cc: Nicole Tudor
Subject: Re: Interest in another Term with Commission on Disabilities?

Hello, Noelle.

I am delighted that Hannah is willing to serve another term on the Truro commission for disabilities. She is an important member of our team and provides valuable knowledge and insight. Hannah played an essential role in the process of restoring and enhancing Puma Park. Her role as a special education teacher at Truro Central school creates a positive link to the Truro community. We are very fortunate that Hannah, who is a young working mother of two, is able to find the time to serve on this commission in such a positive way. I look forward to working with Hannah for another three years.

Thanks, Susan

Sent from my iPhone

On May 24, 2021, at 11:20 AM, Noelle Scoullar <nscoullar@truro-ma.gov> wrote:

Good Morning Susan,

Hannah has submitted her application for reappointment to the COD. Please respond to this email with your approval and comments.

Thank you!
Noelle

From: Hannah King <[REDACTED]>
Sent: Monday, May 24, 2021 11:18 AM
To: Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: Re: Interest in another Term with Commission on Disabilities?

Hi Noelle,

Here is my application renewal for the Disabilities Commission. Do I need to be sworn in again? I can't believe it's been 3 years...

Hope you're well!

Hannah

On Tue, May 11, 2021 at 1:10 PM Noelle Scoullar <nscoullar@truro-ma.gov> wrote:

Hi Hannah!