



**Truro Select Board**  
**Tuesday, July 12, 2022**  
**Executive Session-4:00pm**  
**Regular Meeting-5:00pm**  
**REMOTE MEETING**

TOWN OF TRURO  
11:17 AM

JUL 08 2022

RECEIVED  
TOWN CLERK  
NS

**EXECUTIVE SESSION**

1-866-899-4679, Access Code: 125-908-493

<https://meet.goto.com/125908493>

This will be a remote meeting. The meeting will begin in open session solely for the purpose of moving, as set forth below, to enter into executive session. The meeting will be locked and closed to the public once the Board votes to enter into executive session.

*Move that the Select Board enter into Executive Session for the following purposes:*

- (1) in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 2, to conduct strategy sessions in preparation for negotiations with nonunion personnel (Town Manager); and not to reconvene in open session.*

**REGULAR MEETING**

1-866-899-4679, Access Code: 654-682-781

<https://meet.goto.com/654682781>

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: 654-682-781 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser:**

<https://meet.goto.com/654682781>. 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. INTRODUCTION TO NEW EMPLOYEES** – None

**3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS** – None

**4. STAFF/ COMMITTEE UPDATES**

A. Climate Action Committee Report

Presenter: Carol Harris, Climate Action Committee Chair

B. Staff Update: Town Manager Update on Attorney General's Approval of Town Meeting Articles

Presenter: Town Manager, Darrin Tangeman

**5. PUBLIC HEARINGS**

A. The Select Board will hold a public hearing to state the Board's Goals & Objectives for the coming fiscal year, review its goals & objectives for the concluding year, and review its accomplishments

relative to those goals. This presentation will be followed by a question-and-answer session led by the Town Moderator.

**6. TABLED ITEMS – None**

**7. SELECT BOARD ACTION**

- A. Approve the Emergency Medical Services Scope Modification for Transition Plan and Provide Related Policy Direction  
Presenter: Darrin Tangeman, Town Manager
- B. Review and Approve FY2023 Goals & Objectives and Establish Prioritization  
Presenter: Kristen Reed, Select Board Chair
- C. Approve and Authorize Signature for Beach Parking Lot Engineering Services Contract with GHD, Inc.  
Presenter: Jarrod Cabral, DPW Director

**8. CONSENT AGENDA**

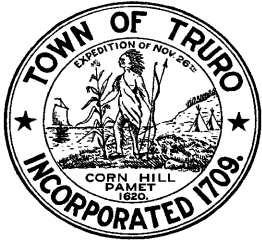
- A. Review/Approve and Authorize Signature:
  - 1. Truro Center for the Arts at Castle Hill  
1-Day Pouring Licenses for 7/23/22; 8/10/22; 8/13/22; 8/17/22; 8/19/22; 8/20/22; 8/26/22; 8/27/22 and;  
Entertainment Licenses for 7/28/22; 7/28/22; 8/17/22; 8/19/22; 8/20/22; 8/26/22; 8/27/22
- B. Review and Approve Appointment Renewals:
  - 1. Beach Advisory Committee: Sharon Stahl
  - 2. Board of Health: Candida Monteith
  - 3. Energy Committee: James Nash
- C. Review and Approve 2022 Seasonal Business License: Lodging House-American Youth Hostels
- D. Review and Approve Select Board Minutes: Regular Meeting of 4/26/2022

**9. Select Board Reports/Comments**

**10. Town Manager Report**

**11. Next Meeting Agenda: Regular Meeting July 26, 2022**

TOWN OF TRURO  
11:17 AM  
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# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** July 12, 2022

**ITEM:** Climate Action Committee Report

**EXPLANATION:** Carol Harris, Chair of the Climate Action Committee, will present a report to the Select Board which will cover the Committee's goals, accomplishments and requests.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** Report will not be viewed by Select Board

**SUGGESTED ACTION:** None-Discussion Only

**ATTACHMENTS:**

1. CAC Presentation
2. CAC Summary of Goals



# TRURO CLIMATE ACTION COMMITTEE

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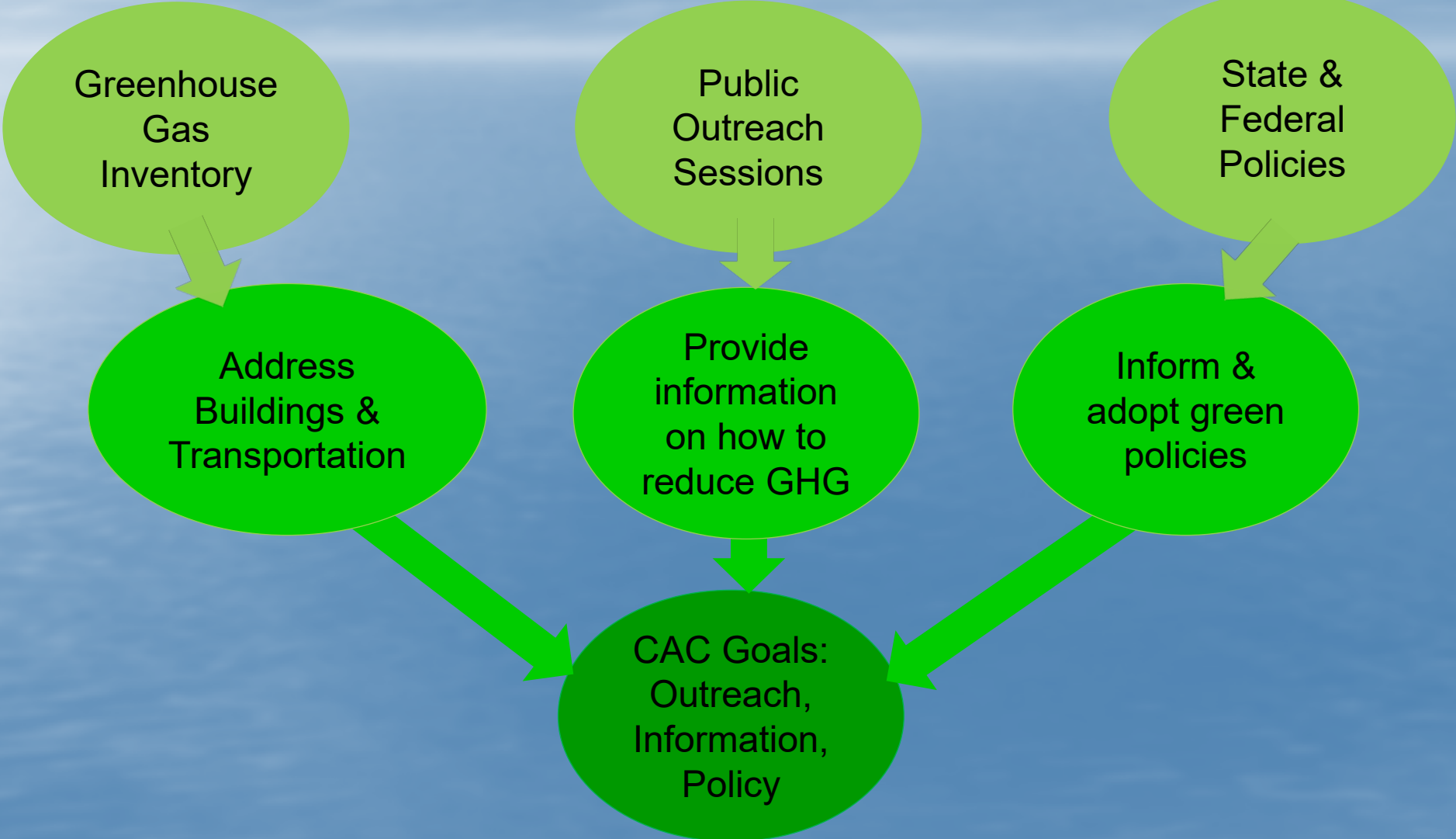
**Goals Update 2022/23**

**July 12, 2022**

# CAC MEMBERS

-  Carol Harris, Chair
-  Bob Higgins Steele, Vice Chair
-  Fred Gaechter, Alternate Member
-  Rebecca Bruyn, Member
-  Stephanie Rein, Select Board Liaison
-  Emily Beebe, Town Hall Liaison
-  Georgia Neill, Volunteer
-  Lili Flanders, Submitted Application to Serve

# INPUT FOR CAC GOALS



# CAC GOALS

## **Outreach Goals: Connect with municipality, homeowners, and business owners**

- Starting February 2022, staff an in-person information table at COA, Library, Transfer Station and other town buildings and events
- Hand out information (CAC goals, accessing website info, recruiting members, etc.) and answer questions

# CAC GOALS, *continued*

## **Information Goals: Provide information about how reduce greenhouse gases**

- Promote EV charging stations for businesses via phone and email
- Work with Cape Light Compact to promote energy audits
- Inform Select Board and municipal managers about state roadmap, policies, and codes
- Recommend adoption of state specialized opt-in energy code
- Write articles for Truro Talks
- Make Article 17 of the 2020 Warrant binding in an article for the 2023 Warrant: town to work on net zero by 2050
- Improve the CAC webpage



# CAC GOALS, *continued*

## **Policy Goals: Propose new ways to address climate change**

- Develop a Climate Action Plan for Truro
- Propose a Climate Change Agent for Truro
- Meet with Boards/Committees to identify climate actions
- Recommend a whole government approach

# ACCOMPLISHMENTS

- Published articles in Truro Talks
- As a result of mailings and personal contact, we are working directly with three Truro businesses to install EV chargers
- Through recruiting efforts, we have a new applicant and a new volunteer
- Met with Conservation Committee and Planning Board to discuss climate change;
- Maintaining on-going relationship with Energy Committee to address climate change
- Supported hybrid electric vehicle for Police Department
- Working with Truro Conservation Trust on climate-related displays at High Head Conservation Area
- Working with and facilitating Outer Cape Climate Committees
- Spoke at a Cape Cod Climate Change Committee's webinar on organizing for local climate action
- Spoke at a Cape Ann Climate panel on climate actions

# ADDRESSING CLIMATE CHANGE

To address climate change in Truro, the CAC asks the Select Board to:

- Formally request appropriate boards and committees to meet with CAC to discuss the impact of climate change on their goals and, specifically, to review the Whole Government Approach addressing climate change (joint letter from SB and CAC drafted by CAC)
- Make town data accessible when requested in order to understand current state or measure impact of CAC actions
- Agree that the CAC be a high-priority consideration for the town (similar to affordable housing), supporting climate change as a component of decision-making
- Enable the CAC to present to the Select Board approximately once a quarter to support climate work and to ensure alignment on goals
- Need a specific charge from SB on Article 53 from ATM: what are your expectations/what results are you looking for
- Engage with CAC on Select Board goal #12 and future climate change-related SB goals

*“12. The Select Board will provide support to and collaborate with the Climate Action Committee and the Energy Committee in the creation of a Climate Action Plan for the Town of Truro, as well as to work with the Climate Action Committee to develop a policy memorandum that facilitates and guides progress in all relevant areas toward a “Net Zero Truro” by 2050, and will ask for updates at least twice per year.”*

## **Truro Climate Action Committee**

### **Summary of Goals 2022/23**

#### **1. Develop a Climate Action Plan for Truro**

Draft a Climate Action Plan that will inform the municipality, residents, and businesses on actions to address climate change by obtaining input and review from Select Board, relevant boards and committees, residents, and businesses.

#### **2. Promote EV Charging Stations for Businesses**

Educate business owners on the benefits of EV charging stations and on the EV charger installation process via information sheets and direct mailing.

#### **3. Propose a Climate Change Agent for Truro**

Draft job description and submit to Town Manager, Health/Conservation Agent, DPW Director, Select Board, and other appropriate board/committee chairs for review and input.

#### **4. Outreach**

In-person information table at COA, Library, and other town buildings and events.

#### **5. Create or Improve Existing CAC Webpage**

Webpage development to make a user-friendly resource for climate information.

#### **6. Meet with Boards/Committee to Identify Climate Actions**

Conduct workshops with appropriate boards and committees to identify climate change responsibilities and decision-making

#### **7. Recommend a Whole Government Approach**

Recommend that town government implement a whole government approach to addressing climate change

#### **8. Work with Cape Light Compact**

Work with Cape Light Compact to promote energy audits

#### **9. Inform Select Board and Municipal Managers**

Inform Select Board and Municipal Managers about state roadmap, laws, and codes

#### **10. Write Articles for Truro Talks**

Write educational/information articles about addressing climate change in each issue of Truro Talks

**11. Adopt Specialized Opt-In Energy Code**

Inform and engage citizenry, Town Government, other boards, and committees to participate in the stretch code adoption process and adoption of specialized opt-in code

**12. Make Article 17 of the 2020 Warrant Binding**

Educate and Engage citizenry, Town Government, other boards, and committees to make Article 17 of the 2020 Town Meeting Warrant binding policy at the 2023 Town Meeting

**Article 53: Establishing a Net Zero Building Standard for Town Funded Building Projects- Petitioned Article**

To see if the Town will vote to:

To request that the Select Board instruct the Climate Action Committee to work with the Planning Board, Zoning Board of Appeals, and other pertinent committees to define a standard for Carbon Net Zero constructions and submit that standard for approval to Town Meeting 2023. When approved the Town of Truro should no longer provide funding in part or whole to any building that does not meet such standard.

or take any other action relative thereto.

Requested by Citizen Petition

*Select Board Comment: This article was submitted by petition for consideration at Town Meeting. The Select Board does not believe that this article is ready for public discussion and vote and seeks further comment from Town staff, other committees and the public.*

Select Board Recommendation	0	3	1
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## **Whole Government Approach:**

The Town of Truro recognizes that effective climate leadership requires the integration of climate change mitigation and adaptation into daily operations, decision-making, and planning for our municipality. The Truro Town government is committed to taking the lead on implementation of this approach and the integration of climate change mitigation and adaptation throughout all Town Departments, boards, and committees and will focus on three specific areas to achieve this:

### **Governance**

Integrate climate change mitigation and adaptation goals, metrics, and evaluation criteria into Town planning and administration, including staff and department training, evaluations, and budgeting.

### **Education**

Work with educators, parents, students, the School Board, and the State to bring climate education curricula into schools and student activities.

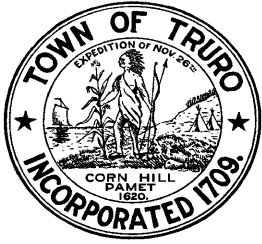
### **Resilience**

Prepare businesses and residents for the adverse impacts of climate change through education and preparedness planning.

### **Departmental Responsibilities.**

One of the first objectives is to align Town Departments' responsibilities with the goals of the Climate Action Plan and identify any areas where municipal activities may be in conflict with the goals of the Plan.

This process will result in the incorporation of a climate strategy into the goals of every Town Department's operations and planning.



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** July 12, 2022

**ITEM:** Staff Update: Town Manager Update on Attorney General's Approval of Town Meeting Article

**EXPLANATION:** The Town Manager will brief the Select Board on the Attorney General's approval of the 2022 Town Meeting articles. Relevant articles include Articles 35, 36, 37, 39, and 41.

**ATTACHMENTS:**

1. Town Meeting Actions for Relevant Articles



**CHARTER AMENDMENT ARTICLES**

**TWO-THIRDS  
VOTE**

**Article 35: Charter Amendment to Section 7-1-2**

To see if the Town will vote to amend Section 7-1-2 of the Town Charter by adding new language as follows (new language shown **bold underline**):

7-1-2 (d) A Budget Task Force shall be formed on or before December 15 of each year. The Budget Task Force shall consist of two (2) members of the Finance Committee, two (2) members of the Select Board, **(1) member of the School Committee, (1) member of the School Administration,** the Town Accountant and the Town Manager. It shall be the charge of the Budget Task Force to review with department heads individual budgets.

or take any other action relative thereto.

Requested by the Select Board

Charter Review Committee Recommendation	6	0	0
Finance Committee Recommendation	5	0	0
School Committee Recommendation			
Select Board Recommendation	4	0	0

*Article 35: Moved and seconded to approve Article 35 as printed in the warrant. Article 35 passes by 2/3 vote in Favor as declared by the Moderator.*

*Motion to call the quorum requested at 1:39 PM. Quorum was lost and motion to adjourn called. Moved and seconded to adjourn Annual Town Meeting until May 1, 2022 at 10:00 AM at the Truro Central School Ballfield. Motion to adjourn passed as declared by the Moderator.*

**ANNUAL TOWN MEETING DAY TWO  
TRURO CENTRAL SCHOOL BALLFIELD  
SUNDAY, MAY 1, 2022**

Annual Town Meeting Day 2 began at 10:46 am by the Moderator, Monica Kraft, having determined a quorum (100 registered voters) present. The Moderator noted that Town Meeting left off at Article 36. A total of 122 registered voters attended.

Annual Town Meeting called to order at 10:46 am. The following business was conducted:

**TWO-THIRDS  
VOTE**

**Article 36: Charter Amendment to Section 2-3-3**

Move to amend Section 2-3-3 of the Town Charter by adding new language and deleting the language as follows (new language shown in **bold underline**) and deleting the language in ~~strike-through~~:

2-3-3            *A petition on an approved form and signed by ~~ten~~ **thirty (30)** **twenty (20)** registered voters of the Town shall secure inclusion of an article in the warrant of the Annual Town Meeting. A petition on an approved form and signed by 100 registered voters of the Town shall secure inclusion of an article in the warrant of a Special Town Meeting. Sufficient guidance shall be provided by the Select Board to the petitioners to ensure the petitioned article is in the proper form to secure inclusion in the warrant. **All petitioned articles must identify a voting lead petitioner petition contact for inclusion or consideration in the warrant. If a lead petitioner petition contact is unable to be identified, the petition will be deferred until such time that a lead petitioner petition contact is contacted.***

or take any other action relative thereto.

Requested by the Charter Review Committee

Charter Review Committee Recommendation	6	0	0
Select Board Recommendation	5	0	0

*Article 36: Moved and seconded to approve the amendment for Article 36. Amendment passes by majority as declared by the Moderator. Article 36 passes as amended by 2/3 vote in Favor as declared by the Moderator.*

*Moved to advance Article 42, moved and seconded. Advancement of Article 42 carries by a majority.*

TWO-THIRDS  
VOTE

**Article 37: Charter Amendment to Section 6-2-10**

To see if the Town will vote to amend Section 6-2-10 of the Town Charter by adding new language as follows (new language shown **bold underline**) deleting the language in ~~strike through~~:

*6-2-10 Vacancies on multi-member bodies shall be filled in accordance with General Law and in accordance with the provisions of this Charter by the Select Board or other appointing authority as may be established by General Law, this Charter, By-law or vote of the Town Meeting. If the vacancy is not filled within ~~sixty~~ **forty-five** days of the notification of the vacancy by the ~~Chairman~~ of the multi-member body, the vacancy shall **may** be filled by the remaining members of the body **with confirmation by the appointing authority within sixty days of the vote of the multi-member body.***

or take any other action relative thereto.

Requested by the Charter Review Committee

Charter Review Committee Recommendation	6	0	0
Select Board Recommendation	5	0	0

*Articles 37, 39, and 41 moved and seconded. Articles 37, 39, and 41 passes by more than 2/3 vote in Favor as declared by the Moderator.*

TWO-THIRDS  
VOTE

**Article 39: Charter Amendment to Section 6-4-7**

To see if the Town will vote to amend Section 6-4-7 of the Town Charter by adding new language as follows (new language shown **bold underline**) and deleting the language in ~~strike through~~:

*6-4-7 The **unexcused** absence of a member or alternate member for four consecutive meetings of an appointed multi-member body shall serve to vacate the office, unless such absence is approved by a vote of the multi-member body. The ~~Chairman~~ **Chair** of the body shall forthwith notify the appointing authority that such vacancy has occurred. The vacancy shall be filled in accordance with section 6-2-10 of this Charter and the appointee shall complete the vacant unexpired term.*

or take any other action relative thereto.

Requested by the Charter Review Committee

Charter Review Committee Recommendation	6	0	0
Select Board Recommendation	5	0	0

Articles 37, 39, and 41 moved and seconded. Articles 37, 39, and 41 passes by more than 2/3 vote in Favor as declared by the Moderator.

TWO-THIRDS  
VOTE

**Article 41: Charter Amendment to Section 3-2-1**

To see if the Town will vote to amend Section 3-2-1 of the Town Charter by adding new language as follows (new language shown **bold underline**):

3-2-1      *The Annual Election for all elected town offices shall be by official ballot held each year on the second Tuesday in May. **The election date may be moved by vote of the Select Board to a date certain provided that date is on or before June 30<sup>th</sup> and that the election warrant is posted in accordance with Massachusetts General Law Chapter 39, Section 10.***

or take any other action relative thereto.

Requested by the Select Board

Charter Review Committee Recommendation	6	0	0
Select Board Recommendation	4	0	0

Articles 37, 39, and 41 moved and seconded. Articles 37, 39, and 41 passes by more than 2/3 vote in Favor as declared by the Moderator.

*Motion to indefinitely postpone Articles 38 and 40 as printed in the warrant. Moved and seconded to indefinitely postpone Articles 38 and 40. Motion to indefinitely postpone Articles 38 and 40 passes by more than 2/3 vote as declared by the Moderator.*

TWO-THIRDS  
VOTE

**Article 38: Charter Amendment to Section 6-2-10**

To see if the Town will vote to amend Section 6-2-10 of the Town Charter deleting the language in ~~strike-through~~:

6-2-10      *Vacancies on multi-member bodies shall be filled in accordance with General Law and in accordance with the provisions of this Charter by the Select Board or other appointing authority as may be established by General Law, this Charter, By-law or vote of the Town Meeting. If the vacancy is not filled within forty-five days of the notification of the vacancy by the Chairman of the multi-member body, the vacancy shall be filled by the remaining members of the body.*

or take any other action relative thereto.

Requested by the Select Board

Charter Review Committee Recommendation	6	0	0
Select Board Recommendation	5	0	0

Moved and seconded to indefinitely postpone Articles 38 and 40. Motion to indefinitely postpone Articles 38 and 40 passes by more than 2/3 vote as declared by the Moderator.

TWO-THIRDS  
VOTE

**Article 40: Charter Amendment to Section 6-4-7**

To see if the Town will vote to amend Section 6-4-7 of the Town Charter by deleting the language in ~~strike through~~:

*6-4-7 The absence of a member or alternate member for four consecutive meetings of an appointed multi-member body shall serve to vacate the office, unless such absence is approved by a vote of the multi-member body. The Chairman of the body shall forthwith notify the appointing authority that such vacancy has occurred. The vacancy shall be filled in accordance with section 6-2-10 of this Charter and the appointee shall complete the vacant unexpired term.*

or take any other action relative thereto.

Requested by the Select Board

Charter Review Committee Recommendation	6	0	0
Select Board Recommendation	5	0	0

Moved and seconded to indefinitely postpone Articles 38 and 40. Motion to indefinitely postpone Articles 38 and 40 passes by more than 2/3 vote as declared by the Moderator.

TWO-THIRDS  
VOTE

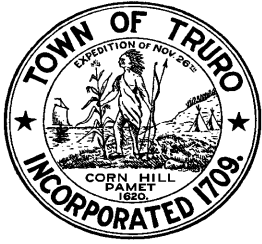
**Article 43: Amend Zoning Bylaw §10.2 Purpose**

To see if the Town will vote to amend Section 10.2, Purpose, of the Zoning Bylaw by deleting the language in ~~strike through~~, adding the **bold underlined** wording and enumerate the bylaw correctly accordingly.

*§10.2 Purpose*

*The purpose of this bylaw is to:*

1. *promote the health, safety, convenience and welfare of the inhabitants of Truro,*
2. *prevent the overcrowding of land,*



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Kristen Reed, Chair

**REQUESTED MEETING DATE:** July 12, 2022

**ITEM:** FY2023 Public Hearing on Goals and Objectives

**EXPLANATION:** In accordance with Town Charter, Chapter 4-2-11, the Select Board will hold a public hearing to state the Board's Goals & Objectives for the coming fiscal year, review its goals & objectives for the concluding year, and review its accomplishments relative to those goals. This presentation will be followed by a question-and-answer session led by the Town Moderator.

**SUGGESTED ACTION:** *Report on FY2022 Goals & Objectives and receive public comment on draft FY2023 Goals & Objectives.*

**ATTACHMENTS:**

1. Public Hearing Announcement
2. Draft Values and Fiscal Year 2023 Goals and Objectives
3. FY2022 Goals and Objectives Update



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

TOWN OF TRURO  
PUBLIC HEARING  
FISCAL YEAR 2023 SELECT BOARD  
GOALS & OBJECTIVES

In accordance with the Truro Charter, Chapter 4-2-11, the Select Board will hold a public meeting on July 12, 2022 at 5:00 p.m. to state the Board's Goals & Objectives for the coming fiscal year, review its goals & objectives for the concluding year, and review its accomplishments relative to those goals. This presentation will be followed by a question and answer session led by the Town Moderator. All town officials, department heads, and chairs of multi-member bodies shall attend. All interested parties are urged to attend.

To provide comment during the meeting please call-in toll free at 1 866 899 4679 and enter the following access code when prompted: 462-746-365 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/654682781>

Kristen Reed  
Select Board Chair  
Town of Truro

Obj. #	Objective	Goal(s) Addressed	Select Board Ambassador	Present Status	Next Steps
	<p>The Select Board will direct staff to apply for ARPA funds for the Broadband Needs Assessment Study by October 1, 2022.</p>	A, D, E	John Dundas		
	<p>The Select Board will support and encourage projects that protect and restore our coastal environment including these current and ongoing projects:                      A) Pamet River Tidal Flow Restoration and Watershed Study                      B) East Harbor Culvert Replacement                      C) Mill Pond and Eagle Creek Repairs and Improvement                      D) Little Pamet Watershed Study and Culvert Repair                      E) Coastal Management  <b>(CONTINUED)</b></p>	C	Stephanie Rein	<p>A) Pamet River Restoration is currently funded by the Cape Cod Conservation District. All preliminary analyses are complete, the next phase will begin June 21, 2022. Additional supplemental data collection will pave the way to final design analysis, permitting and outreach. This next step will take up to 10 months. Funding for final design permitting and outreach will be funded by the USDA.                      B) The East Harbor culvert replacement project is nearly complete. Landscaping and parking lot restoration are what remain to be done and are scheduled to be complete by June 30th. Administration and environmental closeout documents will be completed by August 1, 2022. The Town will conduct environmental monitoring for the next 5 years to evaluate the effects of additional tidal flushing on Moon Pond and East Harbor. Environmental monitoring is scheduled to begin October 1, 2022.                      C) Eagle Neck Creek Culvert replacement and salt marsh restoration project is still under construction and is scheduled to be completed by August 1, 2022. The road is scheduled to be open the third or fourth week in July. Administration and environmental closeout documents will be completed by September 1, 2022. The Town will conduct environmental monitoring for the next 5 years to evaluate the effects of additional tidal flushing upstream and downstream of Eagle Neck Creek. Environmental monitoring is scheduled to begin October 1, 2022.                      D) Little Pamet watershed study has progressed through preliminary design and additional analyses of the watershed has been completed. Funding for final design analysis, permitting and outreach is being considered by the USDA and DER.                      E) The final project report for the Outer Cape project "increasing coastal resiliency through Intermunicipal Shoreline management" was issued by the Center for Coastal Studies on June 14, 2022. Deliverables for phase 2 include assessment to identify locations for potential salt-marsh migration; an inventory of the low lying roads in the 4 town project area; development of a regional sand banking database; and, development of management approach for the littoral cells of our shoreline; each of these topics were developed as an interactive geospatial dataset in the Regional Shoreline Management geodatabase. In spring of 2022, the CCS held 3 public outreach sessions about the underlying processes that drive coastal change. The Outer Cape towns are partnering with the Center for Coastal Studies to continue the Shorefront Management project and have submitted an application for a third CZM Coastal Resiliency grant. The municipal staff team continues to look for other grant sources to develop the organizational framework for the management plan itself.</p>	<p>Ongoing. A future brief presentation from Public Works Director Cabral/ Health &amp; Conservation Agent Beebe on the agenda to report on progress of projects may be helpful. Staff is managing the progress of these projects. There will likely be an opportunity for a Coastal Management presentation in summer 2022 for updates and to discuss next steps in Coastal Management process. DPW Director also continues to post updates on environmental projects to the website on a bi-weekly basis.</p>
	<p>The Select Board will review all Town owned land to assess possibilities for municipal use, housing, economic development open space, and/or possible disposition to be completed by October 1, 2022.  <b>(CONTINUED)</b></p>	A, B	Kristen Reed	<p>Principal Assessor developed a list of properties. A presentation is prepared by staff for an upcoming Select Board work session on this matter on a date TBD.</p>	<p>Schedule a Work Session to begin discussions about best uses and additional information needed.</p>
	<p>Upon completion of the Local Comprehensive Plan, the Select Board and Town Manager will work jointly to create a Town mission statement. (Continued into FY2023)  <b>(CONTINUED)</b></p>	D	Susan Areson	<p>No progress--FY2023 Objective</p>	<p>Begin process in winter/spring 2023 (LCP to go to 2023 Annual Town Meeting)</p>
	<p>To maintain vital EMS services on the Outer Cape the Select Board will support a workplan and synchronized transition plan to include 1) establish a plan and timeline for the Town to provide EMS services without the auxiliary support of Lower Cape with the support of a consultant; 2) hire the four paramedics approved at Annual Town Meeting; 3) collaborate with Lower Cape Ambulance Association and Provincetown to meet the plan and timeline and prepare a contract that will facilitate this plan and timeline; 4) evaluate potential areas for regionalization.</p>	D, E	Robert Weinstein	<p>Override presented for (4) firefighter/ paramedics at 2022 Town Meeting and Town Election ballot. Study complete. Report presented at April 12, 2022 Select Board Meeting.</p>	<p>A work session may be held after Annual Town Election to discuss next steps based on outcome of the Election and the recommendations of the report.</p>



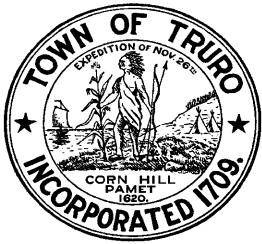
<p>The Select Board will submit a letter each to the Planning Board and the Economic Development Committee by December 31, 2022 outlining the Select Board's priorities in housing, zoning, land use and economic development in an effort facilitate collaboration and joint efforts. <b>(CONTINUED)</b></p>	A, B, C	John Dundas	No progress. An Economic Summit was presented by the Economic Development Committee and members of the Select Board attended.	A work session should be held early in FY2023 to discuss these priorities and to outline a letter that will be drafted by the Ambassador and will be presented to the Board for review and discussion at a subsequent meeting.
<p>The Select Board will hold joint work sessions with participation from the Truro Housing Authority, Planning Board and Zoning Board of Appeals to develop housing initiatives that will diversify the range of seasonal, year-round and transitional housing for people of varying income levels and will develop related articles for the 2023 Annual Town Meeting. The Select Board will provide an update on these efforts at least semi-annually.</p>	B, D	Susan Areson	A round table session was led by Ambassador Areson in March that included the chairs of the Planning Board, the Zoning Board of Appeals, and the Truro Housing Authority, plus the Town Manager and the Town Planner/ Land Use Counsel. The group determined the framework for collaboration in the future.	Round tables will continue so that any proposed 2023 Town Meeting articles can be prepared and/or discussed.
<p>To improve Town employee recruitment and retention the Select Board will implement and integrate the findings of the comprehensive compensation analysis and enter into associated Collective Bargaining Agreement negotiation and Non-union personnel reclassifications.</p>	A, D	Kristen Reed	Analysis is complete and will be presented at the end of June 2022. Implementation plans are to be determined.	Following the presentation of results, CBA negotiations will commence.
<p>The Select Board will rework, update and set clearer objectives in Policy 54 and Policy 31, and will work to enhance compliance. <b>(CONTINUED)</b></p>	E	Susan Areson	Preliminary discussions held at Board Meetings.	Ambassador will draft revised policies and to identify potential ways to increase compliance.
<p>The Select Board will promote the Local Comprehensive Planning Committee and process along with the work of the Economic Development Committee and encourage community participation and will provide regular updates. <b>(CONTINUED)</b></p>	A, D	Susan Areson	Ambassador regularly attends meetings of the LCPC and EDC and provides updates. The Talk to Us Truro Community Survey was completed and results presented to the groups. An Economic Development Committee Economic Summit was held on June 16, 2022. The LCPC is preparing postcards for distribution for more public feedback.	Ambassador will continue current efforts.
<p>The Select Board will provide support to and collaborate with the Climate Action Committee and the Energy Committee in the creation of a Climate Action Plan for the Town of Truro, as well as to work with the Climate Action Committee to develop a policy memorandum that facilitates and guides progress in all relevant areas toward a "Net Zero Truro" by 2050, and will ask for updates at least twice per year. The Board will also revise the charges of the Energy Committee and the Climate Action Committee to incorporate the directives from Article 53 of the 2022 Annual Town Meeting.</p>	A, C, D, E	Stephanie Rein	A Work Session with the CAC was held on October 8, 2021. The CAC drafted a list of objectives from the Workshop.	Ambassador will work with CAC to draft a policy memorandum that will be presented to the Select Board for review and discussion. Ambassador will draft revised charges of CAC and EC to include directives from Article 53.
<p>The Select Board will provide resources in the FY2023 budget to increase the digitization of town services and records, and address cybersecurity and will lay the groundwork for a five-year digitization and cyber security plan that will be initiated in FY2024. The Select Board Ambassador working with the Town Manager and IT Director will provide an outline to present at a Select Board meeting prior to beginning the FY2024 Budget Process.</p>	A, D, E	John Dundas	Town Clerk Fullerton submitted grants for digitization and records storage to the CPC and the Community Compact Grant Program. Digitization efforts included in the 2022 Annual Town Meeting Warrant: Clerk/ Planning record digitization, additional financial transparency and budgeting software modules, building permit software, and CPA request for digitizing Town records.	Prior to the start of the FY24 budget process, department heads will identify department functions that are digitized and will prioritize areas that should be digitized in the future to develop the five-year plan.
<p>Through the Town of Truro representatives to the Provincetown Water &amp; Sewer Board, the Select Board will encourage steps toward full cycle water usage for Provincetown and Truro, and a status report will be given at least annually at the Select Boards' joint meeting. The Town's Water Resources Consultant may be invited to participate.</p>	A, C, D, E	John Dundas	Ambassador appointed to Provincetown Water & Sewer Board.	Ambassador will begin to draft objectives/ steps to help encourage full cycle water usage. Staff to begin scheduling joint Provincetown & Truro Select Board Meeting for Water Update.
<p>The Select Board will review the efficacy of and the participation in the childcare voucher program by November 30, 2022 and will make recommendations for the 2023 Annual Town Meeting and the FY2024 budget process By December 31, 2022.</p>	A, D, E	Stephanie Rein	Voucher Program administration procured and in first half of year 8 children were approved for vouchers (6 residents and 2 Town of Truro employees' children). Applications for the second half of the year are in. Two 2022 Annual Town Meeting articles submitted by the Select Board to continue the program for another year in an expanded age capacity and to expand the program to children of Truro business owners and staff were approved by voters.	Ambassador and staff will continue to review program data so that, if successful, an article can be included on the 2023 Annual Town Meeting Warrant to make the program(s) permanent.
<p>The Select Board will review the Senior Needs Assessment, invite feedback from the community on specific programs and services requested, and explore the feasibility and the cost and social impact of expanding services and programs for seniors to inform the FY2024 budget process. (Continued into FY2023) <b>CONTINUED</b></p>	A, D, E	Stephanie Rein	No progress--FY2023 Objective	Ambassador will review existing Senior Needs Assessment and programming and will determine if an updated assessment should be completed. Will begin dialogue with COA Director and COA Board in fall 2022 about information needed.

	<i>The Select Board will work with the Walsh Property Community Planning Committee and the Local Comprehensive Plan Committee to build on areas of common ground and build consensus on the specific initiatives and a more general vision for Truro with special consideration of the Housing Needs Assessment and Housing Production Plan.</i>	A, B, C, D, E	Susan Areson	Library Director Ford is offering a series of workshops titled "Building Bridges, not Walls." One session was held and it reached capacity (10 people). Another is scheduled for 6/18. The Talk to Us, Truro Community Survey culminated in a joint meeting to review the survey results in April, which was very productive and collaborative. Staff anticipates that chairs of LCP, WPCPC, EDC, and Housing Authority will work together in some capacity moving forward.	Ambassador will work with WPCPC Liaison to encourage Committee members to register.
	<i>The Select Board will develop and implement a "Civility Pledge" that will be read at the beginning of all meetings of the Select Board and all Select Board- appointed boards, committees and commissions, and will request that elected boards do the same. (Continued into FY2023)</i> <b>CONTINUED</b>	D, E	Susan Areson	No progress--FY2023 Objective	Ambassador will research communities that may have a similar pledge and will draft a pledge for review and discussion at a Select Board meeting.
	<i>The Select Board will initiate a revised cost estimate of a multi-phased approach for a new Department of Public Works Facility at a yet to be determined site in the FY2024- FY2028 Capital Improvement Plan. By December 31, 2022, the Town Manager will work with the Public Works Director to welcome the public to site visits of the current Public Works Facility via in-person visits and virtual visits.</i>	D	Robert Weinstein	Staff secured revised cost estimates and presented on three locations to the Select Board. A discussion of Town-owned property will be held at an upcoming work session and may address potential locations.	The Board will need to deliberate on the three locations and choose a path forward so that a revised cost estimate for the facility can be presented at a Budget Task Force Meeting for discussion on how to best proceed with financial planning for this project.
	<i>The Select Board will task the Economic Development Committee with inviting the Massachusetts Cultural Council to present to the Select Board, Economic Development Committee and the Truro Cultural Council on the process of creating a designated cultural district in Truro. (Continued into FY2023)</i>	A	Kristen Reed	No progress--FY2023 Objective	Ambassador and Select Board Liaison will communicate this directive to the Economic Development Committee.
NEW!	<i>The Select Board will work with the Housing Authority and the Housing Consultant to develop a Housing Playbook by June 30, 2023</i>	A, B, D, E	Kristen Reed		

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Obj. #	Objective	Goal(s) Addressed	Select Board Ambassador	Present Status	Next Steps	Recommendation for FY23 Goals & Objectives
1	<i>The Select Board will write a letter to the Cape Cod Commission providing an accurate report of the inadequacy of internet services and requesting funding and support to resolve the infrastructure deficiency by December 1, 2021.</i>	A, D, E	John Dundas	Member Dundas presented a letter to the County requesting ARPA funds for prioritized projects in Truro including broadband, wastewater and affordable housing at the December 14, 2021 Select Board meeting. IT Director Wennerberg provided an update to the Select Board on the broadband needs assessment and related application for ARPA funds at the June 14, 2022 meeting.	SUBSTANTIALLY COMPLETE	Modify this objective to reflect the work outlined in the ARPA funds request.
2	<i>The Select Board will support and encourage projects that protect and restore our coastal environment including these current and ongoing projects: A) Pamet River Tidal Flow Restoration and Watershed Study B) East Harbor Culvert Replacement C) Mill Pond and Eagle Creek Repairs and Improvement D) Little Pamet Watershed Study and Culvert Repair E) Coastal Management</i>	C	Stephanie Rein	A) Pamet River Restoration is currently funded by the Cape Cod Conservation District. All preliminary analyses are complete, the next phase will begin June 21, 2022. Additional supplemental data collection will pave the way to final design analysis, permitting and outreach. This next step will take up to 10 months. Funding for final design permitting and outreach will be funded by the USDA. B) The East Harbor culvert replacement project is nearly complete. Landscaping and parking lot restoration are what remain to be done and are scheduled to be complete by June 30th. Administration and environmental closeout documents will be completed by August 1, 2022. The Town will conduct environmental monitoring for the next 5 years to evaluate the effects of additional tidal flushing on Moon Pond and East Harbor. Environmental monitoring is scheduled to begin October 1, 2022. C) Eagle Neck Creek Culvert replacement and salt marsh restoration project is still under construction and is scheduled to be completed by Aug 1, 2022. The road is scheduled to be open the third or fourth week in July. Administration and environmental closeout documents will be completed by September 1, 2022. The Town will conduct environmental monitoring for the next 5 years to evaluate the effects of additional tidal flushing upstream and downstream of Eagle Neck Creek. Environmental monitoring is scheduled to begin October 1, 2022. D) Little Pamet watershed study has progressed through preliminary design and additional analyses of the watershed has been completed. Funding for final design analysis, permitting and outreach is being considered by the USDA and DER. E) The final project report for the Outer Cape project "increasing coastal resiliency through Intermunicipal Shoreline management" was issued by the Center for Coastal Studies on June 14, 2022. Deliverables for phase 2 include assessment to identify locations for potential salt-marsh migration; an inventory of the low lying roads in the 4 town project area; development of a regional sand banking database; and, development of management approach for the littoral cells of our shoreline; each of these topics were developed as an interactive geospatial dataset in the Regional Shoreline Management geodatabase. In spring of 2022, the CCS held 3 public outreach sessions about the underlying processes that drive coastal change. The Outer Cape towns are partnering with the Center for Coastal Studies to continue the Shorefront Management project and have submitted an application for a third CZM Coastal Resiliency grant. The municipal staff team continues to look for other grant sources to develop the organizational framework for the management plan itself.	Ongoing. A future brief presentation from Public Works Director Cabral/ Health & Conservation Agent Beebe on the agenda to report on progress of projects may be helpful. Staff is managing the progress of these projects. There will likely be an opportunity for a Coastal Management presentation in summer 2022 for updates and to discuss next steps in Coastal Management process. DPW Director also continues to post updates on environmental projects to the website on a bi-weekly basis.	Continue this objective into FY2023.
3	<i>The Select Board will review all Town owned land to assess possibilities for municipal use, housing, economic development open space, and/or possible disposition to be completed by the end of FY2022.</i>	A, B	Kristen Reed	Principal Assessor developed a list of properties. A presentation is prepared by staff for an upcoming Select Board work session on this matter on a date TBD.	Schedule a Work Session to begin discussions about best uses and additional information needed.	Modify this objective pending outcome of discussions at future work session and/or continue this objective to FY2023.
4	<i>Upon completion of the Local Comprehensive Plan, the Select Board and Town Manager will work jointly to create a Town mission statement. (Continued into FY2023)</i>	D	Susan Areson	No progress--FY2023 Objective	Begin process in winter/spring 2023 (LCP to go to 2023 Annual Town Meeting)	Continue to FY2023
5	<i>To maintain vital EMS services on the Outer Cape the Select Board will support a local and regional analysis of options and if needed develop proposals to present at the 2022 Annual Town Meeting.</i>	D, E	Robert Weinstein	Override presented for (4) firefighter/ paramedics at 2022 Town Meeting and Town Election ballot. Study complete. Report will be presented at April 12, 2022 Select Board Meeting.	A work session may be held after Annual Town Election to discuss next steps based on outcome of the Election and the recommendations of the report.	Modify this objective to work with a consultant to: 1) establish a plan and timeline for the Town to provide EMS services without the auxiliary support of Lower Cape; 2) hire the four paramedics approved at Annual Town Meeting; 3) collaborate with Lower Cape to meet the plan and timeline and prepare a contract that will facilitate this plan and timeline.
6	<i>The Select Board will submit a letter each to the Planning Board and the Economic Development Committee by the end of FY2022 outlining the Select Board's priorities in housing, zoning, land use and economic development in an effort facilitate collaboration and joint efforts.</i>	A, B, C	John Dundas	No progress. An Economic Summit was presented by the Economic Development Committee and members of the Select Board attended.	A work session should be held early in FY2023 to discuss these priorities and to outline a letter that will be drafted by the Ambassador and will be presented to the Board for review and discussion at a subsequent meeting.	Continue to FY2023
7	<i>The Select Board will annually hold joint work sessions with participation from the Truro Housing Authority, Planning Board and Zoning Board of Appeals to develop housing initiatives that will diversify the range of seasonal, year-round and transitional housing for people of varying income levels. The Select Board will provide an update on these efforts by the end of FY 2022.</i>	B, D	Susan Areson	A round table session was led by Ambassador Areson in March that included the chairs of the Planning Board, the Zoning Board of Appeals, and the Truro Housing Authority, plus the Town Manager and the Town Planner/ Land Use Counsel. The group determined the framework for collaboration in the future.	Round tables will continue so that any proposed 2023 Town Meeting articles can be prepared and/or discussed.	Continue to FY2023/ modify to include suggested 2023 Town Meeting articles to be work on.
8	<i>To improve Town employee recruitment and retention the Select Board will support and actively participate in a comprehensive compensation analysis and then implement and integrate the findings and recommendations in the budgeting process for FY 2023</i>	A, D	Kristen Reed	Analysis is complete and will be presented at the end of June 2022. Implementation plans are to be determined.	Following the presentation of results, CBA negotiations will commence.	Modify this objective to address the need to complete all CBAs this fiscal year.
9	<i>The Select Board will rework, update and set clearer objectives in Policy 54 and Policy 31, and will work to enhance compliance.</i>	E	Susan Areson	Preliminary discussions held at Board Meetings.	Ambassador will work with Staff to draft revised policies and to identify potential ways to increase compliance.	Continue to FY2023
10	<i>The Select Board will explore the creation of a Municipal Housing Trust under MGL c. 44 s.55C and if agreed, prepare an article for approval at Town Meeting.</i>	A, B, D, E	Kristen Reed	An article was passed at 2022 Annual Town Meeting to accept MGL c. 44, s.55C. The Board will be requested to transfer the funds from the older version of the Trust to the newer version (once established) at a future Board meeting. Town Meeting will be asked to dissolve the old Trust at the 2023 Annual Town Meeting.	SUBSTANTIALLY COMPLETE	COMPLETE. REMOVE.

11	<i>The Select Board will promote the Local Comprehensive Planning Committee and process along with the work of the Economic Development Committee and encourage community participation and will provide regular updates.</i>	A, D	Susan Areson	Ambassador regularly attends meetings of the LCPC and EDC and provides updates. The Talk to Us Truro Community Survey was completed and results presented to the groups. An Economic Development Committee Economic Summit was held on June 16, 2022. The LCPC is preparing postcards for distribution for more public feedback.	Ambassador will continue current efforts.	Continue to FY2023
12	<i>The Select Board will provide support to and collaborate with the Climate Action Committee and the Energy Committee in the creation of a Climate Action Plan for the Town of Truro, as well as to work with the Climate Action Committee to develop a policy memorandum that facilitates and guides progress in all relevant areas toward a "Net Zero Truro" by 2050, and will ask for updates at least twice per year.</i>	A, C, D, E	Stephanie Rein	A Work Session with the CAC was held on October 8, 2021. The CAC drafted a list of objectives from the Workshop.	Ambassador will work with CAC to draft a policy memorandum that will be presented to the Select Board for review and discussion.	Continue to FY2023
13	<i>The Select Board will provide resources in the FY2023 budget to increase the digitization of town services and records, and address cybersecurity and will lay the groundwork for a five-year digitization and cyber security plan that will be initiated in FY2024.</i>	A, D, E	John Dundas	Town Clerk Fullerton submitted grants for digitization and records storage to the CPC and the Community Compact Grant Program. Digitization efforts included in the 2022 Annual Town Meeting Warrant: Clerk/ Planning record digitization, additional financial transparency and budgeting software modules, building permit software, and CPA request for digitizing Town records.	Prior to the start of the FY24 budget process, department heads will identify department functions that are digitized and will prioritize areas that should be digitized in the future to develop the five-year plan.	Continue to FY2023
14	<i>Through the Town of Truro representatives to the Provincetown Water &amp; Sewer Board, the Select Board will encourage steps toward full cycle water usage for Provincetown and Truro, and a status report will be given at least annually at the Select Boards' joint meeting.</i>	A, C, D, E	John Dundas	Ambassador appointed to Provincetown Water & Sewer Board.	Ambassador will begin to draft objectives/ steps to help encourage full cycle water usage. Staff to begin scheduling joint Provincetown & Truro Select Board Meeting for Water Update.	Continue to FY2023
15	<i>The Select Board will review the efficacy of and the participation in the childcare voucher program and make recommendations based on findings to inform the FY2023 budget process.</i>	A, D, E	Stephanie Rein	Voucher Program administration procured and in first half of year 8 children were approved for vouchers (6 residents and 2 Town of Truro employees' children). Applications for the second half of the year are in. Two 2022 Annual Town Meeting articles submitted by the Select Board to continue the program for another year in an expanded age capacity and to expand the program to children of Truro business owners and staff were approved by voters.	Ambassador and staff will continue to review program data so that, if successful, an article can be included on the 2023 Annual Town Meeting Warrant to make the program(s) permanent.	Continue to FY2023
16	<i>The Select Board will review the Senior Needs Assessment and explore the feasibility and the cost and social impact of expanding services and programs for seniors to inform the FY2024 budget process. (Continued into FY2023)</i>	A, D, E	Stephanie Rein	No progress--FY2023 Objective	Ambassador will review existing Senior Needs Assessment and programming and will determine if an updated assessment should be completed. Will begin dialogue with COA Director and COA Board in fall 2022 about information needed.	Continue to FY2023
17	<i>The Select Board will work with the Walsh Property Community Planning Committee to build on areas of common ground and build consensus on those specific initiatives and a vision for Truro with consideration for the Local Comprehensive Plan.</i>	A, B, C, D, E	Robert Weinstein	Library Director Ford is offering a series of workshops titled "Building Bridges, not Walls." One session was held and it reached capacity (10 people). Another is scheduled for 6/18. The Talk to Us, Truro Community Survey culminated in a joint meeting to review the survey results in April, which was very productive and collaborative. Staff anticipates that chairs of LCP, WPCPC, EDC, and Housing Authority will work together in some capacity moving forward.	Ambassador will work with WPCPC Liaison to encourage Committee members to register.	Continue to FY2023 and perhaps combine with Objective 18.
18	<i>The Select Board will work with the Local Comprehensive Plan Committee to build on areas of common ground and build consensus on those specific initiatives and a vision for Truro with consideration for the Walsh Property planning process. (Continued into FY2023)</i>	A, B, C, D, E	Susan Areson	Library Director Ford is offering a series of workshops titled "Building Bridges, not Walls." One session was held and it reached capacity (10 people). Another is scheduled for 6/18. The Talk to Us, Truro Community Survey culminated in a joint meeting to review the survey results in April, which was very productive and collaborative. Staff anticipates that chairs of LCP, WPCPC, EDC, and Housing Authority will work together in some capacity moving forward.	Ambassador will work with LCP Liaison to encourage Committee members to register.	Continue to FY2023 and perhaps combine with Objective 17.
19	<i>The Select Board will develop and implement a "Civility Pledge" that will be read at the beginning of all meetings of the Select Board and all Select Board- appointed boards, committees and commissions, and will request that elected boards do the same. (Continued into FY2023)</i>	D, E	Susan Areson	No progress--FY2023 Objective	Ambassador will research communities that may have a similar pledge and will draft a pledge for review and discussion at a Select Board meeting.	Continue to FY2023
20	<i>The Select Board will initiate a revised cost estimate of a multi-phased approach for a new Department of Public Works Facility at a yet to be determined site in the FY2023- FY2027 Capital Improvement Plan.</i>	D	Robert Weinstein	Staff secured revised cost estimates and presented on three locations to the Select Board. A discussion of Town-owned property will be held at an upcoming work session and may address potential locations.	The Board will need to deliberate on the three locations and choose a path forward so that a revised cost estimate for the facility can be presented at a Budget Task Force Meeting for discussion on how to best proceed with financial planning for this project.	Continue to FY2023
21	<i>By the end of FY 2022, the Select Board will invite the Massachusetts Cultural Council to present to the Select Board, Economic Development Committee and the Truro Cultural Council on the process of creating a designated cultural district in Truro. (Continued into FY2023)</i>	A	Kristen Reed	No progress--FY2023 Objective	Ambassador, Town Manager, and Town Planner will coordinate with the Cultural Council to schedule the presentation for the Board.	Continue to FY2023



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** July 12, 2022

**ITEM:** Approve the Emergency Medical Services Scope Modification for Transition Plan and Provide Related Policy Direction

### **EXPLANATION:**

#### Background

At the request of the Budget Task Force and with DLTA grant funds, the Towns of Truro, Wellfleet, and Provincetown invited bids for a consultant to perform a study of the towns' emergency medical services models.

#### Overview of Study

The Towns of Truro, Wellfleet and Provincetown face Emergency Medical Services (EMS) provision challenges that may result in the need to modify department models over the next few years. While similar to each other in some ways, these three communities offer different but interrelated service provision models, and face challenges that are unique to the Outer Cape. A regional analysis to identify short- and long- term solutions and best practices for regional challenges in fire and medical service provision on the Outer Cape, focusing on Truro, Wellfleet, and Provincetown is necessary to help the communities plan effectively for the future. The three communities rely on mutual aid, and Truro and Provincetown also rely on the auxiliary service of Lower Cape Ambulance to meet the needs of the communities. Due to the regional impacts that each Town's service provision models have on the other communities, addressing the evolution of these models in a cohesive, regional strategy will be essential in ensuring that service interruptions do not occur. The anticipated outcomes of this study are short- and long-term solutions and best practices identified that will serve as a road map for each community based on regional-community engagement, a needs assessment, and careful review of current and future resources and challenges. This road map may be used for future budget preparations, hiring processes, department and/or personnel policies, inter-municipal agreements, and other policy and/or operational decisions.

Capital Strategic Solutions was awarded the bid and completed the study. At the April 12, 2022 Select Board Meeting, Tom Impey, Fire and Emergency Services Project Manager for Capital Strategic Solutions presented an overview of the report for both the Finance Committee and the Select Board.

### Next Steps

To support the recommendations of the report, Town Manager Tangeman requested a modified scope of work from the consultant that would facilitate: a synchronized transition plan and timeline, the hiring of personnel approved by Town Meeting, and the contract with Lower Cape Ambulance to facilitate the plan and timeline. The scope is included in the Board's packet for review and discussion.

Town Manager Tangeman requests the Board's feedback on the scope modification and for any additional policy direction related to the transition plan.

**FINANCIAL SOURCE (IF APPLICABLE):** \$20,000 DLTA grant paid for Tasks 1-3. Reserve Fund Transfer Request of approximately \$13,600 to complete Tasks 4 and 5.

**IMPACT IF NOT APPROVED:** Policy direction will not be provided.

**SUGGESTED ACTION:** *MOTION TO approve the Emergency Medical Services Transition Plan scope modification with Capital Strategic Solutions and to endorse the Town Manager's approval of the related contract amendment and the Town Manager's Reserve Fund Transfer Request to the Finance Committee.*

### **ATTACHMENTS:**

- A. Regional Study of EMS Provision: Lower Cape Region, Final Report
- B. Capital Strategic Solutions Updated Scope of Work Proposal

# Regional Study of EMS Provision

## Lower Cape Cod Region

Final Report  
03/1/2022

*Presented by*



CAPITAL  
STRATEGIC  
SOLUTIONS

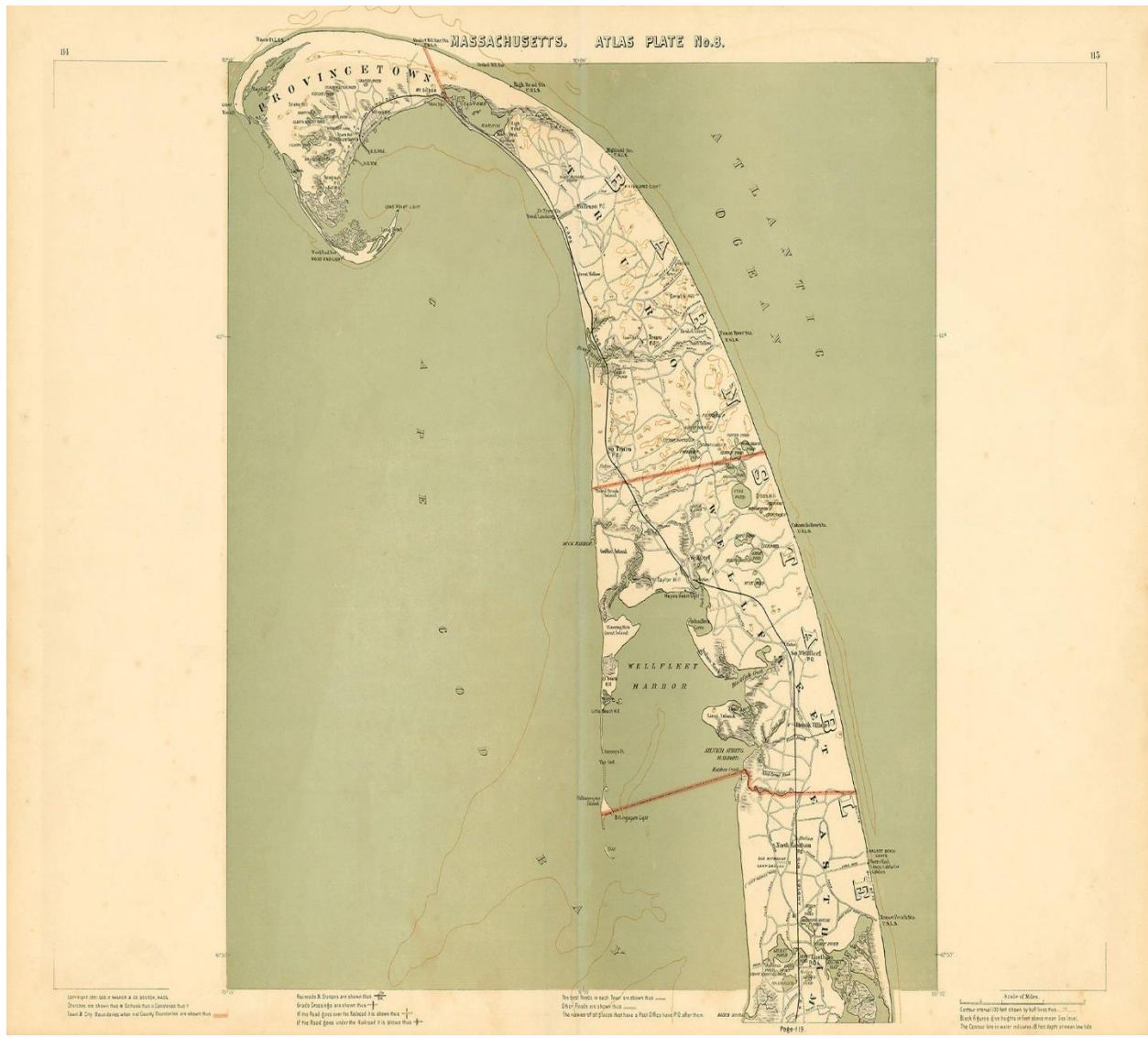
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# Lower Cape Cod EMS Service Provision Study

## Study Area



## **A. EXECUTIVE SUMMARY**

### **I. PURPOSE**

The Town of Truro has solicited Capital Strategic Solutions (CSS) to review the provision of Emergency Medical Services (EMS) to the Lower Cape Region, specifically, the towns of Truro, Wellfleet, and Provincetown. EMS in this region is currently provided by the Lower Cape Ambulance Association (LCAA), a 501(c)3 non-profit organization. EMS is provided to both Truro and Provincetown through a contract with LCAA whereby the communities pay for the current provision of service. The Town of Wellfleet provides EMS service through its municipal fire department.

This study was precipitated by the Town of Provincetown's decision to explore providing its own EMS service through the Provincetown Fire Department, raising concerns within the Town of Truro of a potentially significant increase in its contractual obligation to LCAA. All pertinent data will be reviewed, and Capital Strategic Solutions will make recommendations for improvement of services as well as present options to the communities involved to provide EMS services moving forward. Our goal will be to make recommendations based on providing the most efficient and effective EMS services to the residents and visitors to the Lower Cape Region.

### **II. METHODOLOGY**

This study will evaluate the current provision of service and its effectiveness today as well as the sustainability moving forward. We will review demographic data for each community involved, trends in population growth, as well seasonal increases. EMS run data will be reviewed thoroughly including run volume, response times, turn-around times, billing and collection data, payer-mix breakdowns, and advanced life support versus basic life support. This will provide us with the data necessary to evaluate the current provision of EMS service and allow us to make

recommendations for both short-term and long-term solutions for EMS provision to the region.

We will also evaluate the apparatus and associated equipment currently owned by each community, current staffing models, and review any potential changes to staffing models which are currently under consideration. This will help to evaluate any potential recommendations presented by CSS.

This evaluation has been conducted over five phases:

- Phase 1 has consisted of reviewing all past studies and gathering demographic data from each community including seasonal changes.
- Phase 2 has consisted of interviews with stakeholders to determine EMS apparatus inventory and current staffing levels. Also identifying key individuals to serve on the Fire and Emergency Services Project Team.
- Phase 3 involves the gathering of EMS run data from each community including volume of runs, level of service provided, response times, billables and receivables. All data has been obtained although Provincetown information has only been provided by Lower Cape Ambulance. Response times are only included for Wellfleet as CSS was unable to obtain this data for Truro and Provincetown.
- Phase 4 has been completed and consisted of the analysis of collected data to evaluate current EMS service provision in the region. This data also provides a foundation for projection of EMS needs for the future.
- Phase 5 has consisted of an evaluation of potential options and recommendations for improved EMS provision in the region.

**Phase 1:** CSS has reviewed past studies of both Fire and EMS provision for the study area and now has a clear understanding of where the communities involved currently stand with the provision of Fire and Emergency Services to the region. We have gathered all demographic data and through our evaluation have identified key challenges as it relates to EMS provision. The first challenge lies in the tremendous

population growth during the peak summer months, as much as ten times the population during off-peak seasons. The population density in these areas rivals many large urban areas during the peak summer months.

Another significant challenge to the provision of EMS in this region is the long transport and turn-around times of EMS units with the nearest hospital nearly 40 miles from Truro and 47 miles from Provincetown by car. This can lead to EMS units being out of service for 4 hours during peak season. With limited resources, particularly in peak season when demand is high, this can cause significant delays in response. This issue can have a negative result on patient outcomes in life threatening situations.

Finally, the heavy dependence on a per-diem workforce and a finite number of ambulances could be catastrophic in the event of a mass casualty incident within the study area.

**Phase 2:** CSS conducted virtual interviews with representatives from the Towns of Truro, Provincetown, and Wellfleet to gather data as it relates to EMS provision to the lower cape region. Interviews with Provincetown officials was extremely limited. During these interviews we have identified individuals who could contribute significantly to the Fire and Emergency Services Project Team. The list of individuals Capital Strategic Solutions believe would best serve the goals of this team are listed below.

Mr. Darrin K. Tangeman - Town Manager - Town of Truro

Chief Timothy Collins - Fire Chief - Town of Truro

Lt. Sean Ferguson – President - Truro Firefighters Local 5281

Chief Richard Pauley Jr. - Fire Chief - Town of Wellfleet

Call FF Theresa Townsend - Administrative Assistant - Wellfleet Fire Department

Lt. Curtis Gelatt - President - Wellfleet Firefighters Local 4342

Mr. Alex B. Morse - Town Manager - Town of Provincetown

Chief Michael Trovato - Fire Chief - Town of Provincetown

Mr. Steven Roderick - Chief Financial Officer - Lower Cape Ambulance

Ms. Julie Cataldo-Roda – EMS Supervisor – Lower Cape Ambulance

These men and women represent the key players involved in providing EMS to the Lower Cape Cod Region. There are representatives from both labor and management included in our recommendations as we believe a collaborative effort between labor and management is key to the success of any changes to the provision of EMS to the region. It is also important to include members of the Lower Cape Ambulance Association as they can provide vital insight to the provision of EMS based on their valuable experiences acquired over many years.

Our interviews also identified apparatus and licenses currently in place in the study area which allow these communities to currently provide EMS service at the Advanced Life Support level if LCAA is unable to fulfill its obligation.

**Phase 3:** Capital Strategic Solutions encountered difficulty obtaining accurate EMS run data for the region for several reasons. First, the holiday season is a difficult time of year to be tasked with meeting and requesting data as many stakeholders were away or off for significant periods of time at the outset of this analysis. Secondly, in the case of Wellfleet, Chief Pauley has been plagued with health issues and making contact was difficult. We were able to contact Theresa Townsend, Chief Pauley's Administrative Assistant, who has been extremely helpful in providing us with Wellfleet data. In the case of Provincetown, data has been difficult to obtain after repeated attempts through virtual meetings and electronic communication. Provincetown data was eventually provided by Lower Cape Ambulance on February 18, 2022.

**Phase 4:** At the time this document was published Capital Strategic Solutions has gathered and analyzed all available data from the towns of Truro, Provincetown and Wellfleet.

The following data has been analyzed and that analysis will be detailed in this report:

- Total EMS runs by quarter ALS
- Total EMS runs by quarter BLS

- Payer-mix profiles
- Gross Billables
- Gross Receivables
- Average response times (Wellfleet)
- Average transport times (Wellfleet)
- Projections for future growth of EMS

**Phase 5:** The following options will be reviewed, and recommendations made based on the analysis of which models will best fit the needs of the region.

1. Continue current service provision model without change (Not recommended)
2. Continue short-term service with LCAA with modifications (Recommended)
3. Solicit other private EMS entities to provide service (Not recommended)
4. Establish municipal based EMS services for long-term (Recommended)

### III. FINDINGS

There are multiple significant challenges to providing EMS to the study area. The first of these challenges is the tremendous population growth the study area sees during peak season, typically late May through late September. The area relies heavily on tourism and the population increases tenfold during this time significantly stressing the current EMS system.

The second challenge faced by the region is the significant distance to the closest hospital, Cape Cod Hospital in Hyannis, which is nearly 40 miles from Truro and nearly 50 miles from Provincetown. This causes major delays to EMS transport times and the availability of ambulances. It is not uncommon for units to be out of service for 4 hours during peak season.

The final challenge to providing service to the region relates to the rural area and the staffing challenges faced. It is difficult for EMS providers to afford the cost of living in the region based on the high property values of homes in the study area. This leads to many employees being forced to live a significant distance from the area for affordability. In turn, this effects both the availability for these members to respond

on callbacks when extra staffing is needed and significantly reduces the available labor pool for both EMS providers and firefighters.

The provision of EMS to the Lower Cape Region is unique in that EMS is provided by a non-profit organization and has been for more than eighty years. Initially LCAA provided EMS service to all three communities in the Lower Cape Region. Lower Cape Ambulance currently provides EMS to the communities of Truro and Provincetown. The Town of Wellfleet has provided EMS to the community through the municipal fire department for the last several decades using LCAA for mutual aid purposes only.

According to the contracts for Truro and Provincetown, Lower Cape Ambulance is obligated to provide the Town of Truro with one Class III ambulance staffed and supplied to the ALS level and the Town of Provincetown with two staffed Class III ALS ambulances which are to be housed within fire department headquarters in their respective communities. However, LCAA only provides two ambulances to the service area currently. One is housed within each community. During peak season, typically late May to Late September, Truro sees an influx of more than 20,000 seasonal residents and visitors. When additional ambulances are needed for multiple calls, LCAA staff will operate ambulances owned by the Truro and Provincetown Fire Departments. Interestingly, the revenue generated for transports using municipal resources goes directly to LCAA and not the communities.

During peak season, the Provincetown Rescue Squad operates 2 ALS ambulances to account for the increase in EMS calls due to the significant rise in population. The Provincetown Rescue Squad operates from early May through the end of December. The Town of Provincetown sees a tenfold increase in population, particularly during the peak summer season, when the population can reach more than 30,000. This increase would overload the EMS system were it not for the additional resources made available through this organization.

The system has served the communities well for the last 80 years but is becoming stressed as the communities grow. LCAA operates with a finite number of ambulances and personnel and at times has difficulty fulfilling the contractual obligations of the communities served. Whether it be a shortage of ambulances,

ambulances out of service, or personnel shortages, LCAA at times relies heavily on both Provincetown and Truro for equipment and additional personnel.

Many of LCAA's EMT's are full-time municipal employees with other fire departments who may not always be available for per-diem shifts. This can particularly become a problem during natural disasters or large-scale incidents on Cape Cod.

#### **IV. OPTIONS**

The Town of Wellfleet currently provides EMS to its residents and visitors through its municipal fire department. This system serves Wellfleet very well and gives the fire department both financial and structural control of the EMS system and allows them to make changes to the system as needed to better serve the community.

Capital Strategic Solutions evaluated the feasibility and potential impacts of four courses of action as it relates to the provision of EMS in the study area. In the Towns of Truro and Provincetown the communities can: (1) continue to provide service through LCAA by renewing the existing contract; (2) continue to provide service through LCAA with revisions to the current contract; including performance metrics; (3) solicit bids from other private EMS providers; or (4) Establish fire-based EMS systems through their municipal fire departments.

<b><u>Option</u></b>	<b><u>Description</u></b>	<b><u>Endorsement</u></b>
1	Continue providing service through LCAA with no changes	Not Recommended
2	Continue providing service through LCAA with revisions	Recommended Short-term
3	Solicit bids from other private EMS entities	Not Recommended
4	Establish municipal fire-based EMS services	Recommended Long-term

The communities of Truro and Provincetown currently have significant expenses with regards to EMS provision to their communities. The funds they expend on



LCAA contracts, coupled with current ambulance billing receipts, would cover nearly all the expense needed to establish fire-based EMS within their respective communities. Both communities are in an extraordinary position to do so as they both have multiple municipally owned ambulances licensed to the ALS level of service. Therefore, neither community would need the exorbitant start-up costs associated with establishing a municipal based service.

## **B. DEMOGRAPHIC DATA**

### **I. TRURO DEMOGRAPHICS**

The Town of Truro is situated on Lower Cape Cod and much of the year would be considered a rural community with a population of 2,454 residents. However, during the summer months the population reaches 25,000 which could classify Truro as a small city. This is one of the key hurdles faced by EMS provision to the residents of Truro. Additionally, Truro's population has seen an increase of more than 20% over the last 10 years and current trends would indicate that this growth will not slow in the coming decade.

Truro comprises an area of 20.9 square land miles with a population density of 117.4/sq. mi. However, during July and August the population density explodes to 1,196/sq. mi. The Town of Truro is home to 3001 housing units. Truro is located 38 miles from the nearest hospital by car, Cape Cod Hospital in Hyannis. This poses a significant challenge to transport and turn-around times, particularly during the summer months when traffic is heavy.

The median household income within the Town of Truro is \$68,367, nearly 20% below the statewide average of \$81,215. The median age of Truro residents is 61 years with more than 38% of the community's population over the age of 65, significantly higher than the statewide average of 13.5%. This is significant to this study because older adults tend to impact an EMS system more than younger adults and children. This could also have a significant effect on the payer-mix of

private health insurance versus Medicare/Medicaid as it relates to ambulance billing and revenue generated. However, just .7% of Truro residents were without health insurance well below the statewide average of 3%.

## II. PROVINCETOWN DEMOGRAPHICS

The Town of Provincetown is located on the tip of Cape Cod in the Lower Cape Region. Provincetown, much like Truro, is a rural community for much of the year with 3,318 residents. During peak summer season of July and August, Provincetown's population rises to more than 30,000 people due to the significant tourism trade of the area. This puts significant stress on the EMS system and if not for the seasonal Provincetown Rescue Squad would surely overwhelm the system. Provincetown's population has grown significantly over the last decade and has increased more than 25% since the 2010 U.S. Census. We can only expect this trend to continue in the coming years.

Provincetown comprises an area of only 1.8 habitable square land miles which contributes significantly to its population density of 1,878/sq. mi. However, during peak season Provincetown's population density can be higher than many urban areas, including the City of Boston itself at 16,666/sq. mi. Provincetown is home to 4,722 housing units of which many have seasonal visitors.

Provincetown also has the distinction of having the longest transport trip to the hospital in Massachusetts as Cape Cod Hospital, the closest facility, is more than 47 miles away by car. Compound this with seasonal traffic on U.S. 6 and this can be a significant challenge to getting EMS units back in service.

The median household income in the Town of Provincetown is \$58,313, nearly 30% below the median household income in Massachusetts (\$81,215). The median age of Provincetown residents is 57 years with more than 28%, more than double the statewide average, over the age of 65. This can put undue stress on the EMS system with an aging population. In Provincetown more than 4.5% of

the residents are uninsured which can influence generated revenue from ambulance billing.

### **III. WELLFLEET DEMOGRAPHICS**

The Town of Wellfleet is in the Lower Cape Cod Region and is the westernmost town in this regional study. Much like the other two communities, Wellfleet has a relatively low population of 3,566 which identifies it as the larger of the three communities. However, Wellfleet for much of the year would be considered a rural community.

The Town of Wellfleet comprises 19.8 square land miles and is home to 4,263 housing units. For the much of the year Wellfleet has a manageable population density of 180.1/sq. mi. Once gain however, during the summer months the population increases nearly tenfold to 25,000 seasonal residents and a population density of 1262.6/sq. mi. rivalling many larger communities in Massachusetts. Wellfleet's population has increased nearly 30% since the 2010 U.S. Census and this trend is expected to continue as well.

The Town of Wellfleet is the closest of the three subject communities to Cape Cod Hospital with a transport distance of 33 miles. However, this can still cause significant delays in both transport and turn-around times during the summer months.

The median household income in the Town of Wellfleet is \$74,639 which is less than 10% below the statewide average in Massachusetts. Wellfleet does however have a significant number of uninsured residents at 4.5% of the population. It would appear Wellfleet is the more affluent of the three subject communities as its median household income is 10% above that of Truro and more than 20% above that of Provincetown. The median age of a resident of Wellfleet is 57 years with more than 32% of those residents over the age of 65. This community also has a significant percentage of older residents, well above the 13.5% statewide average. With the 4.5% uninsured and the high number of

older adults we are again concerned with how the data will bear out the payer-mix.

This trend would lead one to conclude that each of these communities appear to be popular among retiring adults in Massachusetts. Overall, this can have a significant impact on EMS systems throughout the region.

## **C. CURRENT EMS MODEL**

### **I. EMS PROVISION TRURO**

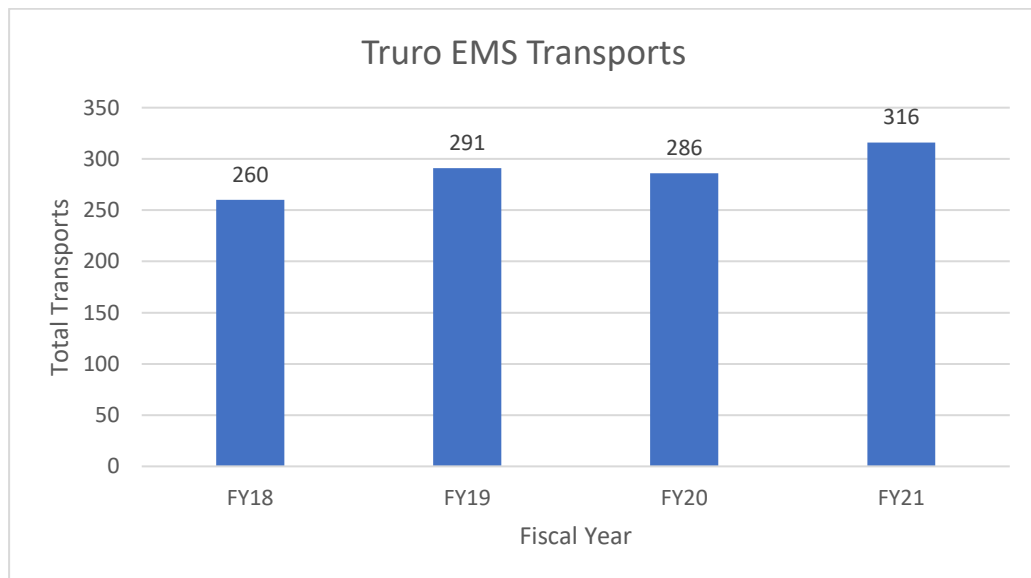
Emergency Medical Services (EMS) within the Town of Truro is currently provided through a public/private partnership with the Lower Cape Ambulance Association (LCAA). LCAA is contracted with the Town of Truro to provide both Basic Life Support (BLS) and Advanced Life Support (ALS) to the residents and visitors of Truro. If needed, patients are transported by ambulance to Cape Cod Hospital. In most cases this is accomplished with an LCAA ambulance and staff but there are unusual circumstances where this may not be the case.

The Town of Truro currently pays LCAA nearly \$430,000 annually to provide EMS to its residents and visitors. In turn, LCAA currently provides two Class III ambulances staffed to the ALS level within its service area. The first of these ambulances is housed at Truro Fire Department Headquarters and responds to calls for service in the Town of Truro received through Truro's E911 system. The second Class III ambulance is housed in Provincetown Fire Headquarters and is the primary ambulance for that community. They will however respond to Truro for a second medical call if available. According to current contracts, LCAA is required to provide three ambulances to the service area but does not have the resources to do so.

An unusual aspect of this system is that if an LCAA ambulance is unavailable, and a call for service comes in through Truro's E911 system, LCAA employees will operate a Truro Fire Department (TFD) ambulance and transport, if needed, to Cape Cod Hospital with the TFD ambulance. The Town of Truro receives no compensation for the use of its ambulance. In addition, LCAA often uses a TFD

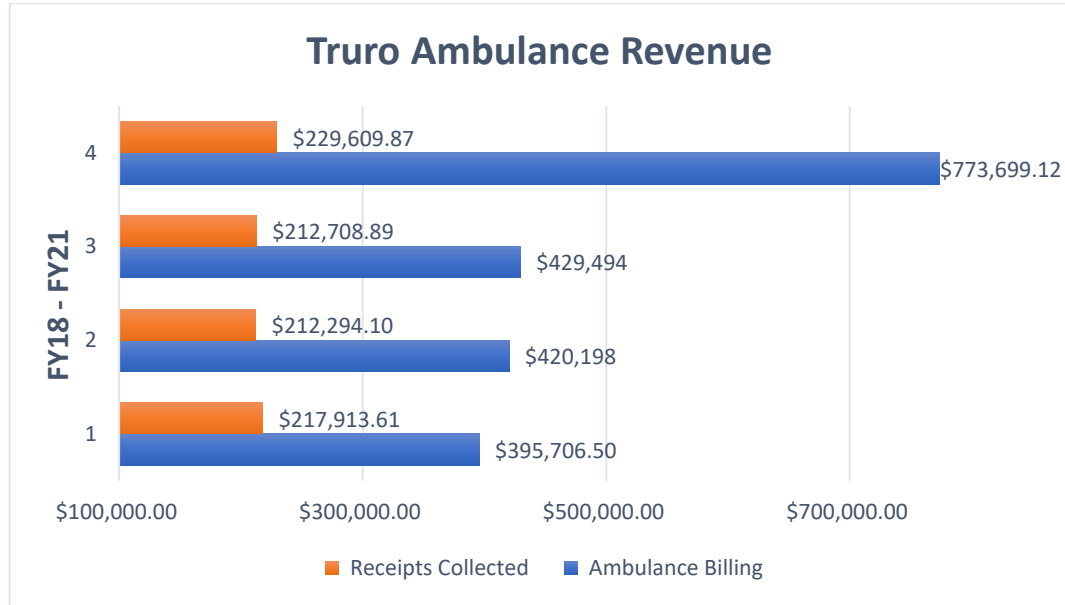
ambulance when their units are out of service. Again, in these instances, Truro receives no compensation for the use of its ambulance although supplies are replaced by LCAA staff.

EMS transports within the Town of Truro have steadily increased from FY 18 to FY 21(See Table Below). The number of EMS runs in FY 20 were down slightly, but one must consider the decrease in tourism associated with the COVID 19 pandemic. When tourism returns to its pre-pandemic levels, we must expect the trend of increased transports to continue. Additionally, if population trends continue within Truro as has been demonstrated over the last decade, one can only assume that EMS transports will increase proportionally. With these increases in transports, we would expect that LCAA would look to increase its annual fee for service to the Town of Truro.



Currently all ambulance receipts are retained by LCAA in accordance with the agreement between LCAA and the Town of Truro. These receipts currently total more than \$230,000 annually. The information provided to Capital Strategic Solutions by LCAA indicates only a 50% collection rate. This collection rate could be increased with improved billing practices and collection strategies but is consistent with the payer -mix reported by LCAA. Over the past four years

revenues generated through ambulance billing have consistently increased and we would expect that trend to continue (See Below).



When we analyze these figures we must consider the payer-mix for ambulance receivables within the Town of Truro. LCAA reports a payer mix of 50% for Medicare, 15% for Medicaid and 35% for private health insurance. While billables may seem significantly higher than receivables, this is not uncommon. Another consideration is Truro’s significantly higher than average elderly population with more than 38% of its residents over the age of 65.

The reimbursement rates for Medicare and Medicaid are significantly lower than that of private health insurers. In fact, Medicare and Medicaid reimbursement rates are 50% or less of rates currently billed for service by LCAA. The published ambulance billing rates by LCAA are consistent with many municipalities and private ambulance companies in the Commonwealth.

LCAA charges an average of \$1,522 per call within the Town of Truro while they are reimbursed an average of \$838 per call. This number has also consistently risen during the last four fiscal years, and we would again expect that trend to continue based on the continuing rise in population growth.

Furthermore, there is some concern within the Town of Truro that Provincetown may be moving away from LCAA. Comments made recently by Chief Michael Travato of the Provincetown Fire Department, specifically in the Annual Town Report, indicate he believes Provincetown should move on from LCAA and run a municipal ambulance service through the Provincetown Fire Department. This could cause serious financial implications for LCAA as well as the Town of Truro.

With Provincetown no longer using LCAA, Lower Cape Ambulance would lose greater than 50% of its revenue which could jeopardize the financial viability of LCAA. This could potentially lead to a significant increase in the fee for service of Truro for LCAA to remain a viable option for EMS in the region. This remains one of the most significant reasons for the development of this study.

However, there can be significant response time delays when ambulances leave the borders of Truro when going and “posting” in Provincetown. This is a practice used in the private EMS industry whereby ambulance stage in communities awaiting calls. Typically, these units are placed in the most advantageous positions to respond to calls efficiently in a predetermined region. But when these ambulances post in Provincetown, they are not in the most advantageous position for Truro residents which can result in a delayed response.

According to the Service Zone Plan filed with the Massachusetts Office of Emergency Medical Services the response times in Truro should have the first ambulance arriving on scene within 9 minutes 90% of the time. The backup ambulance should arrive on scene within 15 minutes 90% of the time. There have been many instances where these goals have not been met but it is not well documented. Truro could not provide detailed information on response times due to the outdated dispatch system currently in place. Documenting these response times in Truro is subjective due to the non-CAD 911 dispatching done within the community. An upgrade to computer aided dispatch would help with the tracking of these numbers.

Overall, the EMS system in Truro provides service to its residents and visitors within the current guidelines in place but it would appear significant improvements could be made to improve the overall quality of the service.

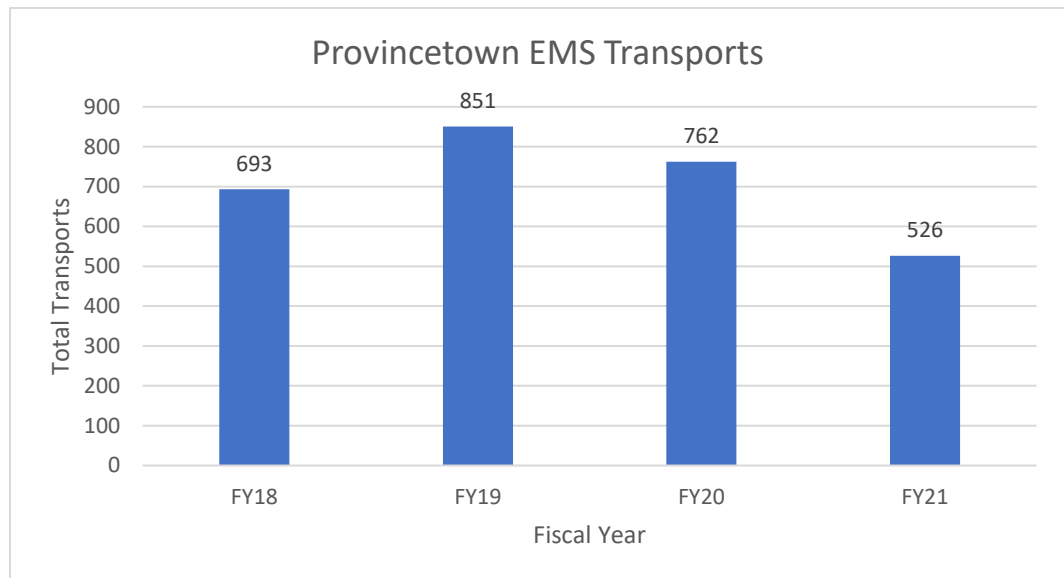
## **II. EMS PROVISION PROVINCETOWN**

The Town of Provincetown provides EMS to its residents and visitors in much the same fashion as Truro. A public/private partnership is in place between Provincetown and LCAA whereby the town pays a fee for service to LCAA to provide EMS services to its residents and visitors. In turn, LCAA provides two Class III ambulances, staffed, equipped, and licensed to the ALS level of service within its service area. One of these ambulances is housed at Provincetown Fire Headquarters and the second is housed in Truro. LCAA however is required by current contracts to provide three ambulances to the service area.

The EMS system in Provincetown comprises nearly twice as many transports as that in Truro. This would justify the placement of two ambulances in Provincetown, if resources were available, while there is only one dedicated to Truro. However, the call volume in Provincetown is more than double that of Truro.

According to the contract between LCAA and the Town of Provincetown the fees are much higher than that of Truro. In the most recent contract, Provincetown is obligated to pay LCAA more than \$973,000 annually to provide EMS to the community. The cost to Provincetown is much higher than that of Truro for two reasons. First, the Provincetown population is higher than that of Truro and secondly, Provincetown has a significantly higher number of calls for service than Truro, as evidenced by the chart below.





While this chart shows a definite downward trend from FY19 to FY20 and 21, we must keep in mind that FY 20 reflects the initial Coronavirus pandemic and FY21 reflects a portion of the summer of 2021 when Provincetown was at the center of the national news with a significant covid outbreak on July 4<sup>th</sup> weekend. Both events significantly impacted tourism in the area for two consecutive summer seasons. One can only expect the increase we see from FY18 to FY19 will be more the norm as we move out of the pandemic and tourism rebounds for the region.

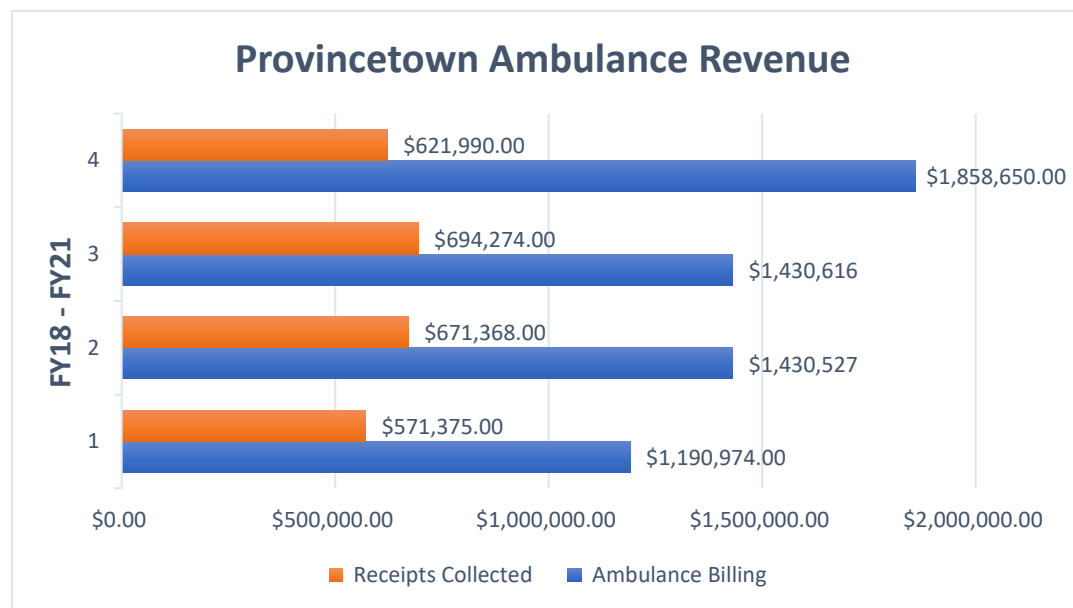
Provincetown is currently engaged with LCAA to negotiate a new contract for EMS services within the community and we can only expect that LCAA will look for increases to its fee for service as labor costs rise and EMS calls continue to increase.

With the significant rise in population during the peak summer season, the needs for EMS also increase. To accommodate the increased call volume Provincetown operates the Provincetown Rescue Squad which provides an additional two ambulances to the community. CSS was unable to obtain any verifiable data on the Provincetown Rescue Squad but according to Mr. Steven Roderick of LCAA, the number of transports is included in the data LCAA provided, as are the

ambulance billables/receivables. According to Mr. Roderick, LCAA bills for the service and retains the payments as revenue for LCAA.

It is not uncommon for a private entity to keep the receipts for ambulance billing. This helps to defray the costs of operating ambulances within the region. It also helps in keeping the contractual obligation to a minimum. What is unusual in this case is that LCAA keeps all funds billed for transports with municipal fire apparatus. Both communities should be compensated in some form for the use of their equipment for these transports.

The ambulance billing revenue within Provincetown amounts to a substantial revenue stream. LCAA bills for more than \$1,000,000 annually. However, with the payer-mix in the region, and the significant population over 65, this keeps the actual receivables much lower as evidenced by the following chart.



The receivables are typically running roughly 50% of the billables over the last several fiscal years. In FY21 however, receivables dropped to merely 33% of billable revenue. This could be due to the restructuring of LCAA ambulance rates in February of 2020. LCAA rates increased more than 80% over previous rates. These rates are consistent with new rates being implemented across the

Commonwealth. However, Medicare and Medicaid reimbursement rates have not increased in quite some time and are less than 50% of the published LCAA rates. This would account for significantly higher billables without a significant change in receivables.

LCAA charged an average of \$1,759 per ambulance transport in Provincetown from FY18-FY20. But in FY21 the average ambulance transport charge grew to \$3,534. This is due to the updated fee schedule. During the same period the average revenue collected also grew from \$825/transport to \$1,182/transport.

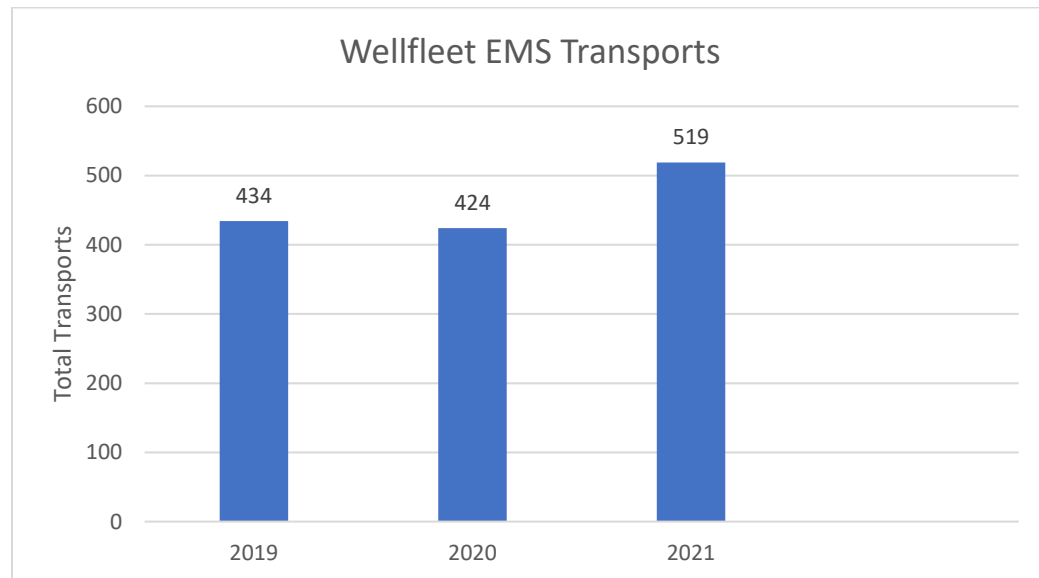
According to the Service Zone Plan for Provincetown filed with the Massachusetts Office of Emergency Medical Services, the first arriving ambulance should arrive on scene within 9 minutes of a call for service 90% of the time. This Service Zone Plan also states a backup ambulance will arrive on scene of a call for service when the first ambulance is not available within 15 minutes of a call for service 90% of the time. No data on response times was provided by Provincetown so we cannot be assured this is the case. However, according to a 2019 notice by the Massachusetts Department of Public Health, there have been complaints of ambulance delays in Provincetown.

The EMS system within Provincetown has served the town well for more than 70 years. However, there are flaws in the system. The Town of Provincetown has many options to improve the quality of EMS to its residents and visitors. The time has come to explore these options completely and improve the quality of service currently provided.

### **III. EMS PROVISION WELFLEET**

The Town of Wellfleet currently provides EMS to the community through its municipal fire department. The Wellfleet Fire Department has been providing EMS to its residents and visitors for the last several decades with significant success.

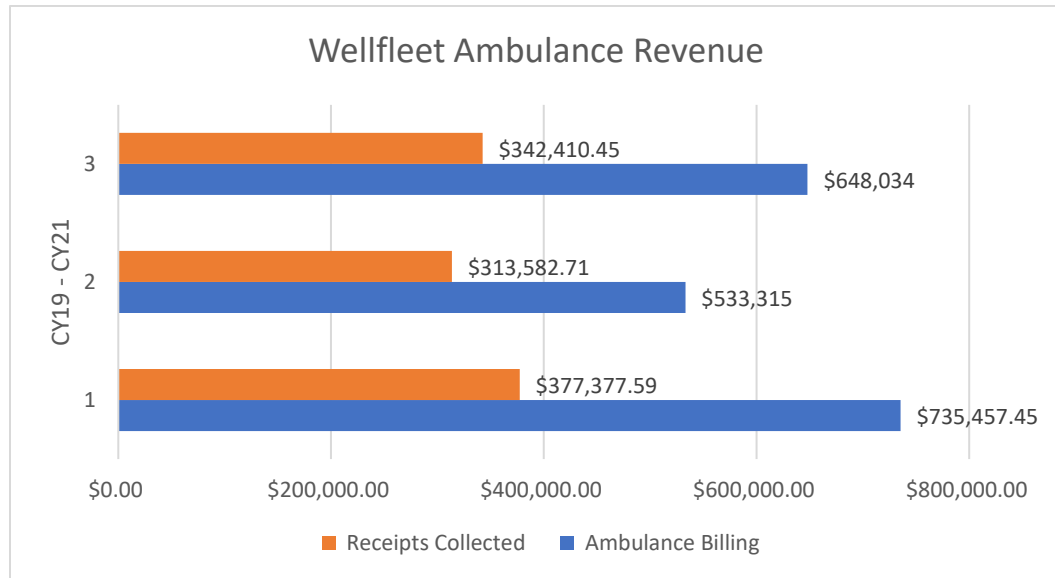
The Wellfleet Fire Department reports significantly more EMS calls and EMS transports than the Town of Truro. While the population is 50% more than that of Truro, Wellfleet reports nearly double the EMS transports than that of Truro.



The Wellfleet Fire Department (WFD) has had great success in handling most of these calls without the need for mutual aid. In fact, Wellfleet responds to and transports more than 85% of these calls for service which helps to keep the financial benefit of ambulance revenue within the town.

Another impressive aspect of this municipal EMS service is its run response times. Over the last several years, Wellfleet Fire reports response times of 5 minutes or less for 90% of its EMS runs. This is well below the NFPA 1710 standard of 9 minutes or less for rural EMS response. These response times are significant, particularly in life threatening emergencies. Time is of the essence when ALS interventions are needed which was the case in 95% of all EMS runs in Wellfleet in 2021.

These response times are excellent and rival those of urban areas. The control the WFD has over the EMS system allows them to have accountability and act if they are not meeting their goals. This is not the case when using private EMS without any performance metrics in the EMS contract as in Truro and Provincetown.



The Wellfleet Fire Department generates a significant amount of ambulance revenue annually. Over the last 3 years, Wellfleet has averaged more than \$350,000 annually in collected ambulance revenue. Wellfleet bills an average of \$1,695 per EMS transport and collects an average of \$870 per EMS transport. This factors in adjustments to ambulance bills by Medicare/Medicaid which reduces the amounts received for transport as compared to the ambulance billing rate. This equates to a collection rate of just over 51%.

The Wellfleet Fire Department model of municipal based EMS is extremely successful and could be used as evidence to support a successful implementation of municipal based EMS in both Truro and Provincetown.

#### IV. MUNICIPAL APPARATUS AND STAFFING

##### I. TOWN OF TRURO

The Town of Truro currently maintains its own full-time career fire department. The Truro Fire Department operates 24 hours a day seven days per week. The current staffing model consists of two members per 24-hour shift supplemented by a full-time Fire Chief working primarily weekdays. The Fire Chief is available

after hours if needed as he resides in Truro. This allows the Truro Fire Department (TFD) to arrive on scene of a structure fire or major incident with three members responding directly from Truro Fire Department Headquarters on weekdays. On nights and weekends the TFD responds to emergencies from fire department headquarters with only two members available, possibly three if the fire chief is available.

Truro has no supplemental staff such as a call department to rely on to respond via a callback system. Full-time members are also rarely available for a callback system as most live a significant distance from Truro. In fact, only three permanent members reside within the Town of Truro, one of which is the Fire Chief. This makes supplemental staffing very difficult and forces the TFD to rely heavily on mutual aid from neighboring communities.

The staffing level of the Truro Fire Department makes it impossible for them to meet the requirements of OSHA as it relates to conducting interior firefighting operations in a burning structure. The OSHA “two-in/two-out” rule requires that when two members enter an IDLH environment, two additional members should be on the exterior. While one of the members may be engaged in other activities i.e., running a pump or performing incident command, the other must be focused on monitoring the status of the two interior members. The OSHA “two-in/two out” rule does provide for exceptions in the case of “performing emergency rescue”. The Truro Fire Department does have an adequate complement of apparatus to protect lives and property within the community, but the primary issue is staffing that apparatus.

The Truro Fire Department currently owns two Class I ambulances which are fully supplied and licensed to the ALS level. These ambulances are currently utilized more by Lower Cape Ambulance staff than by members of the Truro Fire Department. These two licensed and equipped ambulances have Truro in a position to start a municipal based ambulance service without the typical capital expenditures needed before communities could begin a service.

Truro has already demonstrated a commitment to making their community safer by hiring full-time career firefighters. They have also drafted an article to present

at town meeting proposing the hiring of an additional four firefighters to improve the safety of their firefighters. Starting a municipal based EMS service could help to supplement these suppression forces when they are not performing EMS functions.

This would also help to move Truro toward the nationwide average of 1.81 firefighters per 1000 people in career fire departments reported by the National Fire Protection Association (NFPA). This is difficult to gauge in Truro but with a median annual population approaching 10,000 residents the fire department staffing is currently relatively low.

## **II. TOWN OF PROVINCETOWN**

No data was provided by the Town of Provincetown or the Provincetown Fire Department regarding operations or staffing after repeated collection attempts. All data contained was obtained through research and may not be completely accurate at the time of submission.

The Town of Provincetown is one of the last communities on Cape Cod whose lives and property are protected by a volunteer fire department. The Provincetown Fire Department has served the community well for the last 160 years. But recent trends show that volunteerism in general is declining, and volunteer fire departments are consistently struggling with staffing. In many cases, volunteers receive training which makes them attractive hires for entry level positions in career fire departments. This further compounds the problem for volunteer fire departments and Provincetown is no exception.

The Fire Chief in Provincetown is a part-time position, but he is required to respond to all large-scale incidents. There is however one full-time position, an EMS Coordinator, who is also a full-time employee of the Dennis Fire Department which could affect his availability at times. These positions are supplemented by more than 60 volunteer firefighters of various ranks who respond to calls for service on an as-needed basis.

This allows the Provincetown Fire Department to handle most emergencies they are called to with in-house staffing. It also provides them with the ability to follow OSHA's "two-in/two-out" rule at most incidents within the community. Despite the high number of volunteer personnel, the Provincetown Fire Department still heavily relies on mutual aid from neighboring communities for large scale incidents.

Many members of the Provincetown Fire Department do not have the recommended training which would be required of a full-time career fire department. At a minimum, all members should be trained to the Pro Board Firefighter I/Firefighter II standard. This is an industry best practice in Call/Vol fire departments throughout the United States. This ensures proper training in motor pump operations, fireground hydraulics, ground ladders, and search and rescue, as well as fire attack and fireground operations. This helps to ensure the safety of both the firefighters and those they protect.

The Provincetown Fire Department owns 3 Class III ambulances and one Class I ambulance equipped and licensed to the ALS level of care. These ambulances are used more for transports by LCAA personnel than Provincetown Fire Department personnel. If Provincetown were to consider a municipal based EMS service, these fully equipped, municipally owned ambulances would provide a huge savings, nearly \$1,500,000, in capital expenditures needed to start a service.

If the Town of Provincetown were to consider moving towards a full-time career fire department, as suggested by Chief Travato at a recent Board of Selectmen meeting, there are funds currently being spent which could be redirected to assist in the process.

### **III. TOWN OF WELFLEET**

The Town of Wellfleet is served by a full-time career fire department. They are available for calls for service 24 hours per day, 7 days per week. The current staffing model consists of a Fire Chief working weekdays, a daytime Captain working weekdays, and four shifts of four firefighters each working 24-hour



shifts. However, the Wellfleet Fire Department is in the process of expanding staffing to five firefighters per shift.

This allows the Wellfleet Fire Department to respond to calls for service with up to seven members on weekdays. At night Wellfleet can respond with up to five members. In each of these scenarios Wellfleet can comply with OSHA's "two-in/two-out" rule. This allows for an interior attack to be conducted with the first responding apparatus providing for better potential outcomes. It also allows Wellfleet to affect rescues of trapped occupants while still performing suppression operations.

Wellfleet currently operates a fire-based EMS service and has since 1971. This service provides both ALS and BLS services to the residents and visitors of Wellfleet. The Town of Wellfleet owns three municipal ambulances, two Class III ambulances and one Class I ambulance to provide EMS to the community, however the limited staffing would only allow them to run two simultaneously, after which they rely on mutual aid from neighboring communities. Wellfleet is a model which works well for its community and this model should be considered when looking to improve services in the region.

## V. OPTIONS AND RECOMMENDATIONS

### I. CONTINUE WITH CURRENT MODEL WITHOUT CHANGES

This option is currently not recommended by Capital Strategic Solutions.

### II. CONTINUE WITH CURRENT MODEL WITH REVISIONS

The continued use of LCAA is a viable option in the short-term for both Truro and Provincetown. Municipal-based EMS services will take time to establish. A realistic timeline to consider would be to place ambulances into service in FY24.

Therefore, it would be the recommendation of Capital Strategic Solutions to establish contracts through FY23.

However, there must be some performance metrics placed into the contracts of both communities to improve the quality of the service provided. First, there must be some accountability placed on LCAA for EMS response times. According to the Service Zone Plans for Truro and Provincetown, a 9-minute response time for 90% of the calls for service is the benchmark. Many towns of similar size, including Wellfleet report response times of 5-minutes or less 90% of the time. A goal of 7-minutes or less 90% of the time is not unreasonable to expect. A response time performance metric must be included in future contracts to create accountability and help reduce ambulance response delays within the communities.

A second metric to be included, specifically for the Truro contract, would be a clause stating an LCAA ambulance must be in Truro Fire Headquarters at all times, or within the borders of Truro, except for when it is engaged in the transport of a call based in Truro or when Provincetown has a call for service with no available ambulance. The practice of Truro ambulances being pulled to Provincetown for coverage creates an unreasonable response time for the residents and visitors of Truro.

Finally, both communities should be compensated to some degree when municipal ambulances are used by LCAA personnel to transport patients. These pieces of apparatus cost more than \$300,000 each and maintenance alone can be costly. This payment should be negotiated in any further contracts.

These performance metrics should be included in LCAA's quarterly reports to both Town Managers and Fire Chiefs. These quarterly reports should also include QA/QI reports moving forward. QA/QI is an important metric to ensure residents and visitors are receiving quality care in accordance with Statewide Treatment Protocols. There is no HIPPA concern if patient information is redacted in these reports.

These performance metrics should also be included in any contract extension with the Town of Provincetown. This will help to create accountability moving forward.

### III. **SOLICIT BIDS FROM OTHER PRIVATE EMS ENTITIES**

This option is currently not recommended by Capital Strategic Solutions.

### IV. **PROVIDE FIRE DEPARTMENT BASED EMS WITHIN EACH COMMUNITY**

#### **FIRE-BASED EMS TRURO**

The Town of Truro currently spends more than \$500,000 annually for the provision of EMS to its residents and visitors. This includes \$430,000 annually to LCAA for its contractual obligation, more than \$30,000 annually in EMS supplies, and the costs associated with owning and maintaining two ambulances. For this cost the town receives both ALS and BLS services for the residents of Truro. These funds could be repurposed to transition to providing EMS through a municipal fire department-based EMS service.

Truro is in a unique position to provide ambulance service through its municipal fire department. Initial startup costs for communities' intent on beginning municipal EMS can be exorbitant. With ambulances more than \$300,000 each and equipment to supply them to the ALS level costing more than \$100,000 per unit, communities can spend upward of \$1,000,000 in capital expenditures to do so.

Truro is already in possession of this equipment and is licensed to the ALS level. The only costs to the town to implement this service would be the labor costs associated with hiring 8 paramedics. For approximately \$800,000, Truro could fill this staffing need while also increasing staffing for fire suppression. This would also improve the safety of both Truro firefighters and those they protect.

This additional staffing would be needed to run an effective EMS system without adversely affecting fire suppression within the town of Truro. In fact, Truro could supplement fire protection by having cross-trained paramedics much like other rural communities in the Commonwealth.

Establishing a fire-based EMS system within the Town of Truro would allow a first due company to adhere to the OSHA “two-in/two-out” rule and would improve firefighter safety within the Truro Fire Department. Truro would also be more in control of response times for ambulances. Rather than relying on an outside entity these duties could all be performed in-house leading to greater accountability.

The Town of Truro deferred an article at the Special town Meeting in the Fall of 2021 which would have brought staffing to three members per shift. If this article is approved at the Annual Town Meeting Truro will be closer to the staffing needed to transition to a fire-based EMS system. This would help to reduce the costs associated with establishing such a system.

If indeed Truro establishes a fire-based EMS system, they will inherit the current ambulance revenue stream of more than \$225,000 annually. This additional revenue will help to offset the cost of establishing such a system. In fact, with the current expenditures on EMS and this additional revenue, Truro could begin this service with only an additional \$100,000. The Town could also maximize this revenue stream by improving the billing practices for ambulance transports.

In Plainville for example, switching to a more automated billing system brought an additional 10% in revenue collection. Plainville changed from Comstar to Pro EMS Solutions to streamline its billing process. Pro EMS Solutions provided all IT infrastructure as well as additional services for just 4% of revenue collected. This improved both the QA/QI process as well as the ambulance billing process through updated technology.

With the implementation of fire-based EMS Truro will have more control over EMS with the potential to improve the quality of patient care and reduce ambulance response times within the community. The increased staff created by

the implementation of fire-based EMS could also result in improved Insurance Services Office Public Protection Classification for the town which could have a positive impact on homeowners insurance rates. Of course, there will be the need for a robust mutual aid agreement within the three communities if this recommendation is implemented.

The costs associated with a municipal EMS service are compared to the current model below:

**CURRENT EMS COSTS IN TRURO**

<b>LCAA ANNUAL CONTRACT</b>	<b>\$430,000</b>
<b>EMS SUPPLIES</b>	<b>\$30,000</b>
<b>TOTAL ANNUAL COSTS</b>	<b>\$460,000</b>

**PROJECTED EMS COSTS FOR MUNICIPAL BASED EMS**

<b>SALARIES FOR 8 ADDITIONAL PARAMEDICS</b>	<b>\$800,000</b>
<b>SAVINGS FROM LCAA CONTRACT</b>	<b>-\$430,000</b>
<b>ADDITIONAL REVENUE FROM AMBULANCE BILLING</b>	<b>-\$253,000</b>
<b>NET ADDITIONAL COSTS TO TRURO</b>	<b>\$117,000</b>

In addition to these costs Truro would need to adjust the Capital Improvement Plan for the Fire Department to include the purchase of a new ambulance every five years. This is an industry best practice which would replace the front-line ambulance on a five-year rotation.

The Town of Truro recently took delivery of a 2021 Dodge Ram 5500 Braun ambulance. This should serve the town well as the frontline piece for the next several years. The town should however begin planning for an ambulance

purchase without a trade in FY24. Using a 13-year-old ambulance as a secondary piece will lead to high maintenance costs as well as breakdowns. This ambulance should be moved to a reserve piece as soon as fiscally possible to reduce wear and tear.

At this time, the Town of Truro should plan for the full cost of the ambulance without trade as the need to maintain three ambulances could be a reality. With the growth of the population and the increase in EMS calls for service it would be prudent to have two reserve ambulances in the future. The table below shows the capital plan for ambulance purchases for the next eight years with rotation of ambulances.

**TRURO AMBULANCE CAPITAL PURCHASE PLAN**

	<b>PRIMARY AMBULANCE</b>	<b>SECONDARY AMBULANCE</b>	<b>THIRD AMBULANCE</b>
<b>FY 22</b>	<b>2021 DODGE</b>	<b>2010 CHEVROLET</b>	<b>MUTUAL AID</b>
<b>FY 23</b>	<b>2021 DODGE</b>	<b>2010 CHEVROLET</b>	<b>MUTUAL AID</b>
<b>FY24</b>	<b>2021 DODGE</b>	<b>2010 CHEVROLET</b>	<b>MUTUAL AID</b>
	<b>AMBULANCE PURCHASE \$400,000</b>		
<b>FY 25</b>	<b>2024 DODGE</b>	<b>2021 DODGE</b>	<b>2010 CHEVROLET</b>
<b>FY26</b>	<b>2024 DODGE</b>	<b>2021 DODGE</b>	<b>2010 CHEVROLET</b>
<b>FY27</b>	<b>2024 DODGE</b>	<b>2021 DODGE</b>	<b>2010 CHEVROLET</b>
<b>FY28</b>	<b>2024 DODGE</b>	<b>2021 DODGE</b>	<b>2010 CHEVROLET</b>
<b>FY29</b>	<b>2029 DODGE</b>	<b>2024 DODGE</b>	<b>2021 DODGE</b>
	<b>AMBULANCE PURCHASE \$450,000</b>		

### **FIRE-BASED EMS PROVINCETOWN**

The Town of Provincetown should also consider a shift to a municipal fire-based EMS system. Provincetown should work in partnership with Truro to establish such a system in both communities. Either community would see a substantial increase in the cost of EMS if the other moved on from LCAA, so a simultaneous shift is in the best interest of all concerned.

The Town of Provincetown currently pays \$1,000,000 annually for its contract with LCAA. If Provincetown established a municipal-based EMS service, they could expect an additional \$600,000 annually in ambulance revenue. This revenue, combined with the \$1,000,000 Provincetown pays LCAA, could be used to create 16 firefighter/paramedic positions for a municipal-based EMS service. This would allow Provincetown to run 2 ambulances around the clock without any additional expense of municipal funds. Additional funds would need to be appropriated for staffing to increase the number of ambulances available.

This would allow the Provincetown Fire Department to have complete control of EMS within the community. With this type of accountability Provincetown could work to improve the service by reducing response times and ensuring quality EMS is provided to its residents and visitors.

This staffing could also help the Provincetown Fire Department transition from an all call/volunteer fire department to a combination department with both full-time members and call/vol members. There are many departments across the Commonwealth where this is the case.

With improved billing practices these revenues could be maximized to support other areas of the Provincetown Fire Department.



July 6, 2022

Mr. Darrin Tangeman  
Town Manager  
Town of Truro  
24 Town Hall Road  
Truro, MA 02666

Via: email

Dear Mr. Tangeman:

Capital Strategic Solutions is pleased to provide the enclosed update to the scope of work for Tasks 4 and 5 of the Regional Study of Emergency Medical Service Provision dated November 3, 2021. We believe this work is in the spirit of the tasks outlined in the services agreement, however we would like to provide this document for specificity and transparency.

We will provide a breakdown of hours for these remaining tasks to be completed as well as an estimate of future hours needed for transition to be finalized.

We look forward to our continued relationship with the Town of Truro and welcome the opportunity to assist you with the transition to a municipal fire-based EMS system.

Sincerely,

Thomas W. Impey  
Fire and Emergency Services Project Manager

Cc: Nichol Figueiredo, CEO  
Jennifer Thompson, CDO

Enclosure



### **Task Breakdown for EMS Transition**

⇒ **Task 4: Coordinate with Town Manager and Fire Chief on a transition team.**

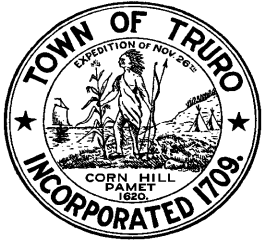
- Work with team on requirements for new hires. – 6 hrs.
- Work with team to decide how best to implement transition. – 4 hrs.
- Work with team to facilitate SAFER grant. – 10 hrs.
- Work with team on selection of ambulance reporting software. – 10 hrs.
- Work with team on selection of ambulance billing contractor. – 10 hrs.

⇒ **Task 5: Continue to work with team to facilitate transition.**

- Work with team to finalize hiring of initial 4 FF/EMT's – 2 hrs.
  - Meet with team to determine progress of transition process. – 3 hrs. \*Initial 45 hours completed
- 

- Work with team to determine liquidation of LCAA assets. (ie; EMS equipment) – 10 hrs.
- Continue to meet with team to discuss challenges regarding transition until completion. – 30 hrs.

*Services are to be completed at an hourly rate of \$160.00 per hour. It is estimated that the total number of hours to complete task 4 and task 5 is 85 hours, with a total cost of \$13,600.00*



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Kristen Reed, Chair

**REQUESTED MEETING DATE:** July 12, 2022

**ITEM:** Review and Approve FY2023 Goals & Objectives and Establish Prioritization

**EXPLANATION:** The Select Board held a work session on June 21, 2022 to prepare the FY2023 Goals & Objectives. Due to a delayed Town Meeting and Town Election, the FY2022 Goals and Objectives process was initiated later than the start of the fiscal year and, as such, many of the FY2022 Goals & Objectives were not completed. Other objectives were completed but resulted in new steps to address the intent of the objective. A draft list of FY2023 Goals & Objectives was prepared based on the work session. Additionally, a survey was sent to the Select Board members to determine prioritization for the drafted objectives. The results of the prioritization survey will be presented by Town Manager Tangeman at tonight's meeting.

The public hearing on the goals and objectives is scheduled for July 12, 2022 in accordance with Town Charter, Chapter 4-2-11. Tonight, having heard from the public, the Board will consider the draft FY2023 goals and prioritize them. New goals or objectives may be added pending the outcome of the public hearing.

Provided that the FY2023 Goals & Objectives are finalized and the prioritization is complete, the Board will vote to approve the FY2023 Goals and Objectives. The first quarterly progress report would be expected to occur in October 2022.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** The Board will not have established FY2023 Goals & Objectives.

**SUGGESTED ACTION:** *MOTION TO approve the Values and Fiscal Year 2023 Goals and Objectives as finalized at tonight's meeting.*

**ATTACHMENTS:**

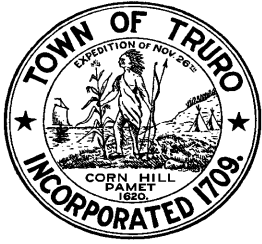
1. Draft Values and Fiscal Year 2023 Goals and Objectives

Obj. #	Objective	Goal(s) Addressed	Select Board Ambassador	Present Status	Next Steps
	<p>The Select Board will direct staff to apply for ARPA funds for the Broadband Needs Assessment Study by October 1, 2022.</p>	A, D, E	John Dundas		
	<p>The Select Board will support and encourage projects that protect and restore our coastal environment including these current and ongoing projects:                      A) Pamet River Tidal Flow Restoration and Watershed Study                      B) East Harbor Culvert Replacement                      C) Mill Pond and Eagle Creek Repairs and Improvement                      D) Little Pamet Watershed Study and Culvert Repair                      E) Coastal Management                      (CONTINUED)</p>	C	Stephanie Rein	<p>A) Pamet River Restoration is currently funded by the Cape Cod Conservation District. All preliminary analyses are complete, the next phase will begin June 21, 2022. Additional supplemental data collection will pave the way to final design analysis, permitting and outreach. This next step will take up to 10 months. Funding for final design permitting and outreach will be funded by the USDA.                      B) The East Harbor culvert replacement project is nearly complete. Landscaping and parking lot restoration are what remain to be done and are scheduled to be complete by June 30th. Administration and environmental closeout documents will be completed by August 1, 2022. The Town will conduct environmental monitoring for the next 5 years to evaluate the effects of additional tidal flushing on Moon Pond and East Harbor. Environmental monitoring is scheduled to begin October 1, 2022.                      C) Eagle Neck Creek Culvert replacement and salt marsh restoration project is still under construction and is scheduled to be completed by August 1, 2022. The road is scheduled to be open the third or fourth week in July. Administration and environmental closeout documents will be completed by September 1, 2022. The Town will conduct environmental monitoring for the next 5 years to evaluate the effects of additional tidal flushing upstream and downstream of Eagle Neck Creek. Environmental monitoring is scheduled to begin October 1, 2022.                      D) Little Pamet watershed study has progressed through preliminary design and additional analyses of the watershed has been completed. Funding for final design analysis, permitting and outreach is being considered by the USDA and DER.                      E) The final project report for the Outer Cape project "increasing coastal resiliency through Intermunicipal Shoreline management" was issued by the Center for Coastal Studies on June 14, 2022. Deliverables for phase 2 include assessment to identify locations for potential salt-marsh migration; an inventory of the low lying roads in the 4 town project area; development of a regional sand banking database; and, development of management approach for the littoral cells of our shoreline; each of these topics were developed as an interactive geospatial dataset in the Regional Shoreline Management geodatabase. In spring of 2022, the CCS held 3 public outreach sessions about the underlying processes that drive coastal change. The Outer Cape towns are partnering with the Center for Coastal Studies to continue the Shorefront Management project and have submitted an application for a third CZM Coastal Resiliency grant. The municipal staff team continues to look for other grant sources to develop the organizational framework for the management plan itself.</p>	<p>Ongoing. A future brief presentation from Public Works Director Cabral/ Health &amp; Conservation Agent Beebe on the agenda to report on progress of projects may be helpful. Staff is managing the progress of these projects. There will likely be an opportunity for a Coastal Management presentation in summer 2022 for updates and to discuss next steps in Coastal Management process. DPW Director also continues to post updates on environmental projects to the website on a bi-weekly basis.</p>
	<p>The Select Board will review all Town owned land to assess possibilities for municipal use, housing, economic development open space, and/or possible disposition to be completed by October 1, 2022.                      (CONTINUED)</p>	A, B	Kristen Reed	<p>Principal Assessor developed a list of properties. A presentation is prepared by staff for an upcoming Select Board work session on this matter on a date TBD.</p>	<p>Schedule a Work Session to begin discussions about best uses and additional information needed.</p>
	<p>Upon completion of the Local Comprehensive Plan, the Select Board and Town Manager will work jointly to create a Town mission statement. (Continued into FY2023)                      (CONTINUED)</p>	D	Susan Areson	<p>No progress--FY2023 Objective</p>	<p>Begin process in winter/spring 2023 (LCP to go to 2023 Annual Town Meeting)</p>
	<p>To maintain vital EMS services on the Outer Cape the Select Board will support a workplan and synchronized transition plan to include 1) establish a plan and timeline for the Town to provide EMS services without the auxiliary support of Lower Cape with the support of a consultant; 2) hire the four paramedics approved at Annual Town Meeting; 3) collaborate with Lower Cape Ambulance Association and Provincetown to meet the plan and timeline and prepare a contract that will facilitate this plan and timeline; 4) evaluate potential areas for regionalization.</p>	D, E	Robert Weinstein	<p>Override presented for (4) firefighter/ paramedics at 2022 Town Meeting and Town Election ballot. Study complete. Report presented at April 12, 2022 Select Board Meeting.</p>	<p>A work session may be held after Annual Town Election to discuss next steps based on outcome of the Election and the recommendations of the report.</p>

<p>The Select Board will submit a letter each to the Planning Board and the Economic Development Committee by December 31, 2022 outlining the Select Board's priorities in housing, zoning, land use and economic development in an effort facilitate collaboration and joint efforts. <b>(CONTINUED)</b></p>	A, B, C	John Dundas	No progress. An Economic Summit was presented by the Economic Development Committee and members of the Select Board attended.	A work session should be held early in FY2023 to discuss these priorities and to outline a letter that will be drafted by the Ambassador and will be presented to the Board for review and discussion at a subsequent meeting.
<p>The Select Board will hold joint work sessions with participation from the Truro Housing Authority, Planning Board and Zoning Board of Appeals to develop housing initiatives that will diversify the range of seasonal, year-round and transitional housing for people of varying income levels and will develop related articles for the 2023 Annual Town Meeting. The Select Board will provide an update on these efforts at least semi-annually.</p>	B, D	Susan Areson	A round table session was led by Ambassador Areson in March that included the chairs of the Planning Board, the Zoning Board of Appeals, and the Truro Housing Authority, plus the Town Manager and the Town Planner/ Land Use Counsel. The group determined the framework for collaboration in the future.	Round tables will continue so that any proposed 2023 Town Meeting articles can be prepared and/or discussed.
<p>To improve Town employee recruitment and retention the Select Board will implement and integrate the findings of the comprehensive compensation analysis and enter into associated Collective Bargaining Agreement negotiation and Non-union personnel reclassifications.</p>	A, D	Kristen Reed	Analysis is complete and will be presented at the end of June 2022. Implementation plans are to be determined.	Following the presentation of results, CBA negotiations will commence.
<p>The Select Board will rework, update and set clearer objectives in Policy 54 and Policy 31, and will work to enhance compliance. <b>(CONTINUED)</b></p>	E	Susan Areson	Preliminary discussions held at Board Meetings.	Ambassador will draft revised policies and to identify potential ways to increase compliance.
<p>The Select Board will promote the Local Comprehensive Planning Committee and process along with the work of the Economic Development Committee and encourage community participation and will provide regular updates. <b>(CONTINUED)</b></p>	A, D	Susan Areson	Ambassador regularly attends meetings of the LCPC and EDC and provides updates. The Talk to Us Truro Community Survey was completed and results presented to the groups. An Economic Development Committee Economic Summit was held on June 16, 2022. The LCPC is preparing postcards for distribution for more public feedback.	Ambassador will continue current efforts.
<p>The Select Board will provide support to and collaborate with the Climate Action Committee and the Energy Committee in the creation of a Climate Action Plan for the Town of Truro, as well as to work with the Climate Action Committee to develop a policy memorandum that facilitates and guides progress in all relevant areas toward a "Net Zero Truro" by 2050, and will ask for updates at least twice per year. The Board will also revise the charges of the Energy Committee and the Climate Action Committee to incorporate the directives from Article 53 of the 2022 Annual Town Meeting.</p>	A, C, D, E	Stephanie Rein	A Work Session with the CAC was held on October 8, 2021. The CAC drafted a list of objectives from the Workshop.	Ambassador will work with CAC to draft a policy memorandum that will be presented to the Select Board for review and discussion. Ambassador will draft revised charges of CAC and EC to include directives from Article 53.
<p>The Select Board will provide resources in the FY2023 budget to increase the digitization of town services and records, and address cybersecurity and will lay the groundwork for a five-year digitization and cyber security plan that will be initiated in FY2024. The Select Board Ambassador working with the Town Manager and IT Director will provide an outline to present at a Select Board meeting prior to beginning the FY2024 Budget Process.</p>	A, D, E	John Dundas	Town Clerk Fullerton submitted grants for digitization and records storage to the CPC and the Community Compact Grant Program. Digitization efforts included in the 2022 Annual Town Meeting Warrant: Clerk/ Planning record digitization, additional financial transparency and budgeting software modules, building permit software, and CPA request for digitizing Town records.	Prior to the start of the FY24 budget process, department heads will identify department functions that are digitized and will prioritize areas that should be digitized in the future to develop the five-year plan.
<p>Through the Town of Truro representatives to the Provincetown Water &amp; Sewer Board, the Select Board will encourage steps toward full cycle water usage for Provincetown and Truro, and a status report will be given at least annually at the Select Boards' joint meeting. The Town's Water Resources Consultant may be invited to participate.</p>	A, C, D, E	John Dundas	Ambassador appointed to Provincetown Water & Sewer Board.	Ambassador will begin to draft objectives/ steps to help encourage full cycle water usage. Staff to begin scheduling joint Provincetown & Truro Select Board Meeting for Water Update.
<p>The Select Board will review the efficacy of and the participation in the childcare voucher program by November 30, 2022 and will make recommendations for the 2023 Annual Town Meeting and the FY2024 budget process By December 31, 2022.</p>	A, D, E	Stephanie Rein	Voucher Program administration procured and in first half of year 8 children were approved for vouchers (6 residents and 2 Town of Truro employees' children). Applications for the second half of the year are in. Two 2022 Annual Town Meeting articles submitted by the Select Board to continue the program for another year in an expanded age capacity and to expand the program to children of Truro business owners and staff were approved by voters.	Ambassador and staff will continue to review program data so that, if successful, an article can be included on the 2023 Annual Town Meeting Warrant to make the program(s) permanent.
<p>The Select Board will review the Senior Needs Assessment, invite feedback from the community on specific programs and services requested, and explore the feasibility and the cost and social impact of expanding services and programs for seniors to inform the FY2024 budget process. (Continued into FY2023) <b>CONTINUED</b></p>	A, D, E	Stephanie Rein	No progress--FY2023 Objective	Ambassador will review existing Senior Needs Assessment and programming and will determine if an updated assessment should be completed. Will begin dialogue with COA Director and COA Board in fall 2022 about information needed.

	<i>The Select Board will work with the Walsh Property Community Planning Committee and the Local Comprehensive Plan Committee to build on areas of common ground and build consensus on the specific initiatives and a more general vision for Truro with special consideration of the Housing Needs Assessment and Housing Production Plan.</i>	A, B, C, D, E	Susan Areson	Library Director Ford is offering a series of workshops titled "Building Bridges, not Walls." One session was held and it reached capacity (10 people). Another is scheduled for 6/18. The Talk to Us, Truro Community Survey culminated in a joint meeting to review the survey results in April, which was very productive and collaborative. Staff anticipates that chairs of LCP, WPCPC, EDC, and Housing Authority will work together in some capacity moving forward.	Ambassador will work with WPCPC Liaison to encourage Committee members to register.
	<i>The Select Board will develop and implement a "Civility Pledge" that will be read at the beginning of all meetings of the Select Board and all Select Board- appointed boards, committees and commissions, and will request that elected boards do the same. (Continued into FY2023)</i> <b>CONTINUED</b>	D, E	Susan Areson	No progress--FY2023 Objective	Ambassador will research communities that may have a similar pledge and will draft a pledge for review and discussion at a Select Board meeting.
	<i>The Select Board will initiate a revised cost estimate of a multi-phased approach for a new Department of Public Works Facility at a yet to be determined site in the FY2024- FY2028 Capital Improvement Plan. By December 31, 2022, the Town Manager will work with the Public Works Director to welcome the public to site visits of the current Public Works Facility via in-person visits and virtual visits.</i>	D	Robert Weinstein	Staff secured revised cost estimates and presented on three locations to the Select Board. A discussion of Town-owned property will be held at an upcoming work session and may address potential locations.	The Board will need to deliberate on the three locations and choose a path forward so that a revised cost estimate for the facility can be presented at a Budget Task Force Meeting for discussion on how to best proceed with financial planning for this project.
	<i>The Select Board will task the Economic Development Committee with inviting the Massachusetts Cultural Council to present to the Select Board, Economic Development Committee and the Truro Cultural Council on the process of creating a designated cultural district in Truro. (Continued into FY2023)</i>	A	Kristen Reed	No progress--FY2023 Objective	Ambassador and Select Board Liaison will communicate this directive to the Economic Development Committee.
NEW!	<i>The Select Board will work with the Housing Authority and the Housing Consultant to develop a Housing Playbook by June 30, 2023</i>	A, B, D, E	Kristen Reed		

DRAFT



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** DPW

**REQUESTOR:** Jarrod J. Cabral

**REQUESTED MEETING DATE:** July 12, 2022

**ITEM:** Approve and Authorize Signature for Beach Parking Lot Engineering Services Contract with GHD, Inc.

**EXPLANATION:** Town Meeting voters approved \$150,000 in Article 6, Section 9: TO PROCURE ENGINEERING SERVICES FOR PARKING LOT PAVING AND BEACH PARKING LOT MAINTENANCE at the April 30, 2022 Annual Town Meeting. Corn Hill Beach and Head of the Meadow Beach parking lots require engineering services related to the repaving, maintenance, and re-striping of those beaches. The engineering will also address access points from the parking lots to the beaches and will determine if shifting sands and pathways will require removal of asphalt. This work addresses only the engineering services related to this project. It is anticipated that funding to address the work required will be requested in a subsequent fiscal year.

Public Works Director Cabral engaged GHD, Inc to provide and develop design specifications for bidding, bidding assistance, and permitting assistance for improvements to Head of the Meadow Beach and Corn Hill Beach parking lots. Improvements will include but are not limited to repaving, striping, stormwater infrastructure design/redesign, and configuration of parking lot spaces. Engineering services are exempt from the MGL Chapter 30B procurement requirements (G.L. c. 30B, s. 1(b)(32A)).

**FINANCIAL SOURCE (IF APPLICABLE):** Free Cash Transfer funded at 2022 Annual Town Meeting.

**IMPACT IF NOT APPROVED:** Engineering services for parking lot improvements will not move forward.

**SUGGESTED ACTION:** *MOTION TO approve the Service Agreement with GHD and authorize the Town Manager to sign.*

**ATTACHMENTS:**

1. GHD, Inc services contract



Q1150

# Professional Services Agreement (North America)

Reference no: \_\_\_\_\_

This Professional Services Agreement (hereinafter "Agreement") is effective this \_\_\_\_ day of \_\_\_\_\_ 2022, ("Effective Date") between GHD Inc., a California corporation (hereinafter "GHD") and Town of Truro, MA (hereinafter "Client") (which are collectively referred to as the "Parties" or individually as a "Party"). In consideration of the mutual promises set forth herein, the Parties agree as follows:

## 1. Scope of work

GHD shall perform the work set forth in the "Scope of Work," attached hereto as Exhibit "A" (the "Services"). It is understood that the Services will be based on facts known and laws in place at the time of execution of this Agreement. Each Party will promptly inform the other in writing if facts are discovered that indicate that this Agreement or Scope of Work may need to be modified. If there is a change in law or project assumptions which materially affect either Party's obligations hereunder, upon receiving or providing the notice described above, the Parties shall execute an amendment which will include, at a minimum, a description of the proposed modifications and their effect on the scope, fees, and timelines on the Scope of Work (an "Amendment").

## 2. Changes in the services

- (a) Except for additional services required due to the fault of GHD, any change to the scope, schedule, extent, or character of the Services shall be set forth in an Amendment which includes an adjustment in the price or time for such Services and is signed by GHD and Client.
- (b) If the Parties are unable to agree on the price adjustment in an Amendment and GHD elects to perform the additional services without an Amendment, then GHD shall be compensated as set forth in Section 3(c) below.
- (c) Unless otherwise provided herein, GHD shall not be required to perform additional services unless the additional services, any additional compensation, and/or the time to perform such additional services are set forth in an Amendment.
- (d) GHD shall have no liability for any delay, and the contract time shall be extended by the equivalent delay, associated with Client's delay in executing an Amendment.

## 3. Payment for services

- (a) For Services rendered on a time plus expense basis:
  - (i) the fees will be in accordance with the fee schedule set forth in the Scope of Work. GHD's rates as set forth in the fee schedule are subject to revision on an annual basis. Personnel rates are all-inclusive, including overhead and profit, and apply to all hours expended with no premium charged for overtime hours.

- (ii) GHD shall be reimbursed for all expenses incurred in connection with its Services hereunder, plus reasonable markup as specified in the fee schedule and/or Scope of Work, as well as goods supplied by GHD's subcontractors, vendors, or suppliers, reasonable travel and living expenses of GHD staff; long distance telephone charges; information technology; telecopy charges; printing and reproduction costs; photographic expenses; advertising for bids; special delivery and express charges; costs of providing and maintaining site offices, supplies, and equipment; and all necessary and incidental costs associated with subcontracts where appropriate.
  - (iii) For Services performed by GHD's subcontractors, Client shall pay GHD for the cost of such Services plus markup, as set forth in the Scope of Work.
- (b) For Services rendered on a lump sum, unit price, or fixed fee basis: Client shall pay GHD for Services within the Scope of Work which are rendered on a percentage complete, or task complete basis in accordance with the fee schedule set forth in the Scope of Work. The fees are all-inclusive, including overhead and profit, and apply to all labor with no premium charged for overtime hours and no additional charges for expenses incurred, unless otherwise specified in this Agreement.
  - (c) GHD shall be entitled to an equitable adjustment to its compensation for any additional services GHD provides, and Client shall pay for any liability, cost or expense GHD incurs, if: (i) the approved scope, schedule, extent, or character of the Services is changed materially by Client; (ii) any information provided by or on behalf of Client to GHD is not complete and/or accurate; (iii) as a result of the Services, GHD or any GHD employees are required to give evidence before, or provide any information to, a court or other competent authority; (iv) Client fails to pay any amount due under this Agreement; (v) any event beyond the reasonable control of GHD affects GHD's ability to perform the Services within the cost and schedule set forth in the Scope of Work; or (vi) Client terminates this Agreement before the term of the Services concludes, as set forth herein.
  - (d) Unless otherwise agreed, GHD will invoice Client monthly for Services completed in accordance with the payment basis set forth in the Scope of Work. Payment of GHD invoices shall be due upon receipt by Client. Invoices not paid within 30 calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum or the highest amount allowed by law, whichever is less. If Client disputes an invoice, Client shall notify GHD in writing within 30 calendar days of the invoice date identifying the cause of the dispute and paying that portion of the invoice not in dispute. Failure of Client to notify GHD of any disputed amounts within 30 calendar days of the invoice date shall deem the invoice accepted by Client. Any amounts in dispute shall be subject to the dispute resolution provisions of Section 14 below. Interest shall not accrue on any disputed amount.
  - (e) GHD reserves the right without penalty to suspend Services in the event Client fails to pay all amounts which are not subject to a bona fide dispute within 45 calendar days from the invoice date. All suspensions shall extend the completion date of any affected project commensurately unless otherwise agreed to by the Parties.



## 4. Insurance

GHD agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits, unless otherwise set forth in the Scope of Work:

- (i) workers compensation – as statutorily required;
- (ii) employer's liability – \$1,000,000 per accident/disease/employee (US) or \$1,000,000 per occurrence and \$2,000,000 in aggregate (CAN);
- (iii) automobile liability – \$1,000,000 combined single limit;
- (iv) commercial general liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate; and
- (v) professional liability – \$1,000,000 per claim and \$2,000,000 in aggregate.

## 5. Documents and data

- (a) Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to GHD pursuant to this Agreement ("Client Data"). GHD may use such Client Data in performing the Services.
- (b) Client shall, if requested by GHD, review any designs, drawings, plans, specifications, reports, bids, proposals, and other information provided by GHD before they are finalized. Client shall make decisions within a reasonable time and carry out its other responsibilities in a timely manner so as not to delay the work of GHD. Client shall give prompt written notice to GHD whenever Client observes or otherwise becomes aware of any failure by GHD to satisfy the requirements of the Scope of Work.
- (c) At the request of GHD, Client shall provide GHD with the following information (which shall also be considered "Client Data") to the extent such information is in Client's possession and is pertinent to the Services, as determined by GHD:
  - (i) all criteria and full information as to Client's requirements; copies of all design and construction standards which Client will require to be included in GHD's work; copies of Client's standard terms, conditions, and related documents for GHD to include in bidding documents, when applicable; and
  - (ii) any other available information pertinent to the project, including, without limitation, reports and data relative to previous designs or investigations; environmental, geological, and geotechnical conditions of the project site and all surrounding area at or adjacent to the project site; and insofar as such information is not available, Client agrees to pay GHD for the reasonable cost of obtaining the same such information.
- (d) Client shall be responsible for providing information (which shall also be considered "Client Data") regarding the location of all known subsurface structures at the project site including but not limited to pipes, tanks, sewer, and utilities (power, phone, cable, gas, water, etc.).
- (e) Upon GHD's review of Client Data, if applicable, and compliance with any notice requirements to all utilities concerning the possible location of underground utilities, and following any on-site marking or notification in writing to GHD from such utilities, in addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Client shall release GHD from and defend, indemnify, and hold GHD harmless from and against all costs, liability, loss, and expense whatsoever (including,

without limitation, consequential or indirect damages, attorneys' fees, court costs, and expenses) arising out of any act or omission of GHD, its agents, contractors, subcontractors, and/or employees, relating in any way to subsurface structures, to the extent GHD's acts or omissions cause or contribute to: (i) any disruption of service to users or damage for business interruption, production losses, or loss of revenues, profits, data or use; (ii) any damage to or destruction of any subsurface structure; (iii) any injury or damage to property or injury to or the death of any persons; (iv) any other economic loss; (v) any other damage or liability whatsoever; or (vi) the assertion or filing of any claim, cause of action, or judgment whatsoever relating to such matters.

- (f) Client warrants that it owns all rights to Client Data required to meet the relevant Client obligations set forth herein. Client agrees to grant and hereby grants to GHD a non-exclusive, royalty-free, perpetual, worldwide license to access, revise, reproduce, distribute, and otherwise use and display Client Data and perform all acts with respect to Client Data as necessary for GHD to provide the Services to Client. Client shall disclose to GHD all known regulations and legal requirements associated with the use of Client Data. GHD shall have no obligation to validate any contents of Client Data for content, correctness, usability or for any other purpose. Client shall comply with any reasonable demand by GHD to correct, discontinue, or remedy any violation of applicable laws or regulations pertaining to Client Data or any other content collected or used by the Services.
- (g) Client agrees that GHD may use Client Data to add insight, analytics, and data science to the Services and/or to provide or suggest additional solutions and services to Client. Client acknowledges and agrees GHD may store Client Data on systems which may run on a public cloud (e.g., Amazon or Microsoft).
- (h) Client acknowledges and agrees that GHD may obtain and aggregate technical and other data related to the Services that is: (i) is anonymized and presented in a way which does not reveal Client's identity; and (ii) may be combined with historical or recent data and information of other clients or additional data sources ("Aggregated Statistics"). Client agrees that all right, title, and interest in Aggregated Statistics, including all intellectual property rights, are hereby assigned to and owned solely by GHD. GHD may reproduce, distribute, display, make publicly available, and otherwise use the Aggregated Statistics for any business purpose, during and after the term of this Agreement, such as for creating solutions and products for other GHD clients.

## **6. Confidentiality**

GHD shall not disclose any confidential information relating to Client to any third parties other than employees, subcontractors, or agents of GHD, without the prior written consent of Client, except as required by applicable law, regulation, or legal process, or as may be required by emergency situations. In the event GHD is requested pursuant to, or required by applicable law, regulation, or legal process to disclose any confidential information, GHD will notify Client of the circumstances requiring such disclosure and will refrain from such disclosure for the maximum period of time allowed by law so that Client may seek a protective order or other appropriate remedy to protect the confidentiality of the information. This provision shall not apply to data or information which (i) is or becomes part of the public domain other than as a result of disclosure by GHD; (ii) was acquired by GHD independently from third parties not under any obligation to Client to keep such data and information confidential; (iii) was in GHD's possession prior to disclosure of the same by Client; or (iv) has been independently developed by GHD, or its employees, subcontractors, or agents, without reference to Client's confidential information.

## **7. Independent contractor and subcontracting**

The Parties acknowledge and agree that GHD shall be an independent contractor and shall have responsibility for and control over the means of providing the Services. GHD shall have the right to use subcontractors as GHD deems necessary to assist in the performance of the Services. GHD shall not be required to employ any subcontractor that is unacceptable to GHD.

## **8. Site access and safety**

Client shall provide right of entry and safe access as needed by GHD and necessary permissions in order for GHD to perform work under this Agreement. If Client does not own or control the project site, Client shall obtain permission from the project site owner for a right of entry as needed by GHD, its representatives, and its subcontractors to perform the Services. GHD shall only be responsible for the activities of its own employees and agents on a project site with respect to safety. GHD and its employees, agents, and subcontractors will comply with all reasonable known security, health, and safety requirements of the project site owner, as well as those of Client with respect to Client's facilities, which may be imposed upon GHD as a condition of its right of entry. If access to the project site is required to perform the Services and such access does not comply with all applicable Client approved safety plans, regulations and/or laws, GHD may, at its sole discretion, suspend services until such violations are remedied.

## **9. Hazards, materials, and samples**

- (a) Unless otherwise stated in the Scope of Work, GHD shall have the primary responsibility of determining if known or potential health or safety hazards exist on or near the project site upon which Services are to be performed by GHD or its subcontractors, with particular reference to hazardous substances or conditions. To the extent that such information is in its possession, Client warrants that it will make full and accurate written disclosure as to any hazardous, radioactive, or toxic substance, or any irritant, contaminant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") which Client knows or has reason to believe exist at the project site prior to the commencement of the Services.
- (b) If Hazardous Conditions are discovered by GHD during the performance of its Services which it could not have reasonably discovered prior to the commencement of work, or which Client had in its possession and failed to disclose, and if the existence of such Hazardous Conditions materially changes the nature or conduct of GHD's work or responsibilities at the project site, Client and GHD shall seek to agree on an equitable adjustment to GHD's work to reflect such changes. If the Parties are unable to agree on such adjustments, or the delay exceeds 30 calendar days, the Agreement may be terminated by GHD in accordance with the termination provisions of this Agreement.
- (c) GHD and Client recognize and agree that GHD has neither created nor contributed to the existence of any Hazardous Conditions at the project site, and as such, GHD has no responsibility in relation to the presence of any such Hazardous Conditions. Accordingly, in the event of any claim against GHD arising out of any actual or alleged Hazardous Conditions on a project site, Client agrees to defend, indemnify, and hold GHD harmless from and against such claim(s) against GHD or its employees, agents, directors, officers, or subcontractors, unless such claims arise out of the willful misconduct of GHD. This indemnity obligation shall cover, without limitation, any claims or liability of GHD in relation to preexisting conditions on site, any statutory liability, and/or any strict liability under any federal, state, provincial, and/or local environmental laws alleging or asserting, without limitation, that GHD, by virtue of status as an owner,

operator, handler, generator, arranger, transporter, treater, storer, or disposer, is liable for any Hazardous Conditions.

- (d) In the event GHD performs any Services for Client that involve the taking of samples, GHD shall preserve such samples obtained from the project site as it deems necessary for the project, but not longer than 45 calendar days after the issuance of any document that includes data obtained from such samples. GHD shall arrange for the disposal of samples containing hazardous materials on behalf of Client, which may consist of returning the samples to the project site, and Client agrees to pay GHD for the cost of returning or disposing of such samples. Samples shall remain the property of Client, and ultimate responsibility for their disposal shall remain with Client. Unless otherwise stated in the Scope of Work, GHD shall not assume title to any samples taken on behalf of Client

## **10. Standard of care**

GHD represents that its Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession practicing under similar circumstances at the same time and in the same locality. No warranties, guaranties, or representations of any kind, either express or implied, are included or intended by this Agreement or in any proposal, contract, report, opinion, or other document in connection with this project. Upon receipt of notice from Client, GHD shall promptly correct, without additional compensation, any Services which fail to conform to the standard of care established in this Section.

## **11. Indemnity and liability**

- (a) Subject to the limitations of Section 11(d) and Section 11(e) below, GHD agrees to indemnify and hold harmless Client (including its officers, directors and employees) from and against any and all losses, damages, liabilities and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) the failure of GHD to comply in material respects with federal, state, provincial and/or local laws and regulations applicable to Services hereunder; (ii) a breach by GHD of representations or other provisions hereunder; or (iii) the negligence or willful misconduct on the part of GHD in performing Services hereunder.
- (b) Subject to the limitations of Section 11(d) and Section 11(e) below, Client agrees to indemnify and hold harmless GHD (including its parents, subsidiaries, affiliates, and the officers, directors, employees, agents, subcontractors, and any successors or assigns) from and against any and all losses, damages, liabilities and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) any negligence or willful misconduct of Client; (ii) any breach by Client of any warranties or other provisions hereunder; or (iii) any condition existing at the project site prior to the arrival of GHD of which GHD had no actual knowledge and over which GHD had no control. In addition, Client shall indemnify, defend, and hold GHD harmless from all claims, damages, losses, and expenses including attorneys' fees or other costs arising out of or resulting from Client's unauthorized use, reuse, or modification of GHD IP, as defined in Section 12, without written verification or adaptation by GHD.
- (c) The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

- (d) To the maximum extent permitted by law, for any damage caused by negligence, including errors, omissions, or other acts; or for any damages based in contract; or for any other cause of action; GHD's liability, including that of its employees, agents, directors, officers, and subcontractors, shall be strictly limited to the greater of the contract value or \$50,000, but in no event shall GHD's liability exceed \$1,000,000, except as to damage resulting from the gross negligence or willful misconduct of GHD. Client's liability to GHD (not including payment obligations), except as to damage resulting from Client's gross negligence or willful misconduct, including that of its employees, agents, directors, officers and contractors, will be limited to \$1,000,000.
- (e) Except as explicitly provided herein, in no event shall either Party be liable to the other under this Agreement or otherwise for any consequential, special, indirect, incidental, or punitive damages, and/or damages resulting from the loss of profits, revenue, opportunity, anticipated savings, use, data and/or goodwill.

## **12. Intellectual property**

- (a) All work product, including reports, plans, drawings and specifications, images, computer code, software, or any other work, prepared or furnished by GHD are instruments of service with respect to the Scope of Work, and GHD shall retain a copyright, ownership, and property interest therein whether or not the Scope of Work is completed. With respect to any inventions, works, products, software, other materials, and methodologies proprietary to GHD or its subcontractors or suppliers and created, conceived, or reduced to practice by GHD prior to or independently of this Agreement, and any trade secrets, know how, methodology, and processes related to GHD products or services (hereinafter the "GHD IP"), to the extent that any GHD IP is incorporated into any deliverable for Client and on the condition that Client has fully paid GHD for such deliverable, GHD hereby grants Client a limited, nonexclusive, nontransferable, perpetual, irrevocable, royalty-free, paid-up, license to utilize the GHD IP for the purposes of Client's project.
- (b) Client may make and retain copies for information and reference in connection with the construction, improvement, use or occupancy of the project by Client. Any reuse or modification without written verification or adaptation by GHD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to GHD and Client agrees to defend, indemnify, and hold harmless GHD for any unauthorized reuse or redistribution.

## **13. Termination**

- (a) Client will have the right to terminate this Agreement at any time with or without cause, based solely on Client's convenience, provided that GHD is provided 30 calendar days advance written notice of the termination. Client shall pay GHD for all Services performed and expenses incurred to the effective date of termination including but not limited to demobilization and remobilization costs, costs to cancel or suspend subcontracts, and other related close-out costs.
- (b) GHD may terminate its obligations pursuant to this Agreement under the following circumstances:
  - (i) In the event of a breach or default of any obligation by Client, except payment of disputed amounts as provided in Section 3 of this Agreement;

- (ii) If GHD is unable, for any reason beyond its control, including, without limitation, a Force Majeure event, to perform its obligations pursuant to this Agreement in a safe, lawful, or professional manner; or
  - (iii) Upon the institution by or against Client of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either Party's debts, upon Client making an assignment for the benefit of creditors, upon Client winding up or liquidating its business, upon Client's dissolution or ceasing to do business, or upon Client admitting in writing that it is unable to pay its debts as they generally become due.
- (c) If either circumstance described in Section 13(b)(i) or 13(b)(ii) above occurs, GHD shall notify Client of pertinent conditions and recommend appropriate action. If within 30 calendar days of such notice the circumstances described in Section 13(b)(i) or 13(b)(ii) above have not been remedied or cured, GHD may terminate its Agreement hereunder. In the event of termination, GHD shall be paid for Services performed to the date of termination plus reasonable termination expenses.

## **14. Dispute resolution**

Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the Parties shall have 5 business days from the date of notification to begin negotiations and 15 business days from the notification date to complete negotiations, unless otherwise agreed in writing. If any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. The Parties shall have 45 business days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the Parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the Parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system in the courts of general jurisdiction where the project site is located, in which event all litigation and collection expenses, witness fees, court costs, and reasonable legal fees shall be paid to the prevailing Party. For the avoidance of doubt, GHD's statutory or other right, if any, to file a lien for Client's nonpayment will not be conditioned upon or subject to the dispute resolution rules contained in this Section.

## **15. Records and audit**

Client shall have the right, upon reasonable advance notice, to audit records associated with the Services performed and with the charges invoiced to Client pursuant to this Agreement. Client's right to audit shall not extend to proprietary information or the profit margin and composition of GHD's fees, except for that portion of the Services priced on a cost reimbursable basis. Such records shall be open to inspection and audit by authorized representatives of Client during normal business hours at the place where such records are kept until the completion or termination of this Agreement and for a minimum of 3 years thereafter. GHD shall require its subcontractors to similarly maintain records and to permit the inspection and audit of such records by Client upon similar conditions and time periods.

## 16. Force majeure

If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, other than the obligation to pay funds due, that Party shall give the other Party prompt written notice of the Force Majeure with reasonably full particulars thereof. Thereupon, the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove or remedy the Force Majeure as quickly as possible. The requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the Party claiming Force Majeure contrary to its wishes. The term "Force Majeure" as used in this Agreement shall mean an Act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, pandemic, lightning, fire, storm, flood, explosion, blackout, governmental restraint, unavailability of equipment, personnel or information, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party claiming suspension.

## 17. Notice

Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by overnight courier, or by email to the respective Party's authorized representative identified below, or at such other address as may be changed by either Party by giving written notice thereof to the other:

	GHD: GHD Inc.	Client
<b>Attention:</b>	Russ Kleekamp	Jarrod Cabral
<b>Address:</b>	1545 Iyannough Road Hyannis, MA 02601	17 Town Hall Road Truro, MA 02666
<b>Email:</b>	Russell.Kleekamp@ghd.com	jcabral@truro-ma.gov
<b>Telephone:</b>	774-313-8663	508-214-0400
<b>Facsimile:</b>	774-470-1631	

## 18. Miscellaneous

- (a) Third party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.
- (b) Municipal advisor rule. GHD's Services do not include serving as a "municipal advisor" or advising Client or any other entity in any manner regarding municipal financial products or municipal securities.
- (c) Reliance. Client acknowledges that documents, information, and work product provided in the performance of GHD's services may not be relied on by any third party entity or person without GHD's prior written consent, which shall be granted only if such third party requests and is granted the right to rely prior to the commencement of GHD's services and such third party has (i) executed GHD's standard form reliance letter/deed and (ii) paid fees as specified in the Scope of Work.
- (d) Waiver. No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.

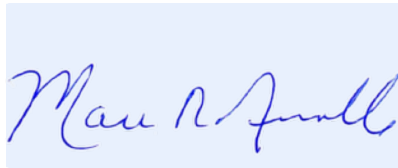
- (e) Successors and assignment. Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other Party. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. Notwithstanding the preceding provisions of this Section, Client hereby agrees that this Agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly owned by GHD Group Limited (a "Related Entity"). Any such Related Entity shall assume all GHD's liabilities, duties, and obligations in, to, and under this Agreement. Client hereby agrees that this assignment may be effected without any notice or action on the part of GHD. Upon request, Client agrees to execute and deliver any documents as may be reasonably requested by GHD or its successor to evidence consent to such assignment.
- (f) Severability and survival. The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations which by their nature are intended to survive the termination of this Agreement, including those pertaining to indemnification, limitations of liability, intellectual property, and confidentiality shall survive the termination of this Agreement.
- (g) Governing law. This Agreement shall be governed by the laws of the State or Province in which the project site is located, or if no such single site exists, and no agreement exists between the Parties as to applicable law, then the State or Province in which GHD is incorporated.
- (h) Authority to sign. Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing, to every term of this Agreement. This Agreement may be executed in any one or number of counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.
- (i) Entire agreement. This Agreement, including all attached Exhibits and documents referenced in those Exhibits, constitute the complete and final agreement between GHD and Client regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the Services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.



In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

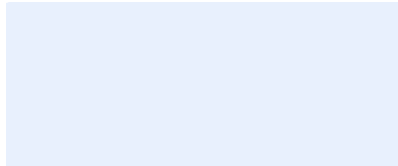
**GHD**

GHD Inc.



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Marc Drainville, P.E., BCEE  
Vice President

**Client**



-----  
Darrin Tangeman  
Town Manager

# Exhibit “A”: Scope of Work

The Scope of Work is:

- Set forth in the table below
- Attached and incorporated herein

<b>Scope of Work</b>		<b>The scope of Services to be provided by GHD is as follows:</b>	
<b>Description of the Services</b>		See attached.	
<b>GHD Subcontractor(s)</b>		See attached.	
<b>Fee Schedule including markups</b>		See attached.	
<b>Materials/premises to be provided by Client</b>		See attached.	
<b>Other information relevant to the Services</b>		See attached.	
<b>Key dates</b>			
<b>Commencement date</b>		See attached.	
<b>Milestones, deadlines, timelines</b>		See attached.	
<b>End date</b>		See attached.	
<b>Additional Terms and Conditions</b>			
<b>Special Conditions</b>		See attached.	



This is **EXHIBIT A**, referred to in and part of the **Agreement between Client and GHD for Professional Services**.

## **GHD's Services**

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The Services section of the Agreement is supplemented to include the following agreement of the parties.

GHD shall provide Basic and Additional Services as set forth below.

### **PART 1 - Background**

The Client has requested GHD to file permitting, develop plans and specification for bidding, and provide bidding assistance for improvements to the Head of the Meadow Beach and Corn Hill Beach parking lots.

The following design criteria was discussed during a site meeting with GHD and the Client on May 20, 2022 and will be incorporated into the design unless directed otherwise by the Client.

1. For Both sites:
  - a. Design drainage improvements up to the 50-year storm event or as otherwise directed by the Client.
  - b. Develop parking space configurations to maximize parking spaces while providing proper ingress and egress for vehicular traffic.
  - c. Size parking spaces to meet Town's regulations.
  - d. Provide License Plate Recognition (LPR) options for the Town.
2. For Head of the Meadow Beach Parking Lot:
  - a. Evaluation of a water well by the garage for Town use. Look at potable and non-potable options.
  - b. Extend parking to the southwest side of the parking lot where there is no existing asphalt.
  - c. Parking lot to be mill and overlay where possible. In southeast portion of parking lot where asphalt thickness is approximately 1.5-inches, asphalt to be placed over the existing asphalt.
3. Corn Hill Beach Parking Lot:
  - a. Replace fence along west side of parking lot and close off the walking path at the south of the parking lot.
  - b. Provide parking spaces dedicated for trailer overflow based on the parking stall dimensions at the Pamet Harbor Ramp.

### **PART 2 - Basic Services**

#### *A2.01 Design*

- A. Perform a topographic survey at the Head of the Meadow Beach Parking Lot and the Corn Hill Beach Parking Lot suitable for parking lot and stormwater design. Survey to include a resource area delineation performed at each parking lot site. Property line information to be based on Town Assessor's information.
- B. Evaluate and locate where a well can be installed by a certified well installer near the garage at Head of the Meadow Beach Parking Lot, for use by the Town.

- C. Develop 30% design plans to include proposed parking space configuration and stormwater design. Review with Client to develop comments and direction for design at the parking lots.
- D. Develop 60% design plans to include parking space configuration and stormwater design based on the comments received from the Client during review of the 30% design plans.
- E. Develop Notice of Intent (NOI) permit for the proposed work at the parking lots. Prepare for and attend one (1) Conservation Commission hearing on the project.
- F. Develop 90% design plans, specifications, and cost estimate for the design of the restoration of the parking lots. Design to be based on the comments received from the Client's review of the 60% design plans.
- G. Develop final design plans, specifications, and cost estimate to be used for bidding the project. Design plans and specifications to be signed and stamped by GHD P.E. for bidding.

**A2.02 *Bidding and Construction***

- A. Provide bidding assistance including development of addenda, attendance at a pre-bid meeting, review of bids, recommendation of bidder, and canvass of bids.
- B. Provide construction administration services including review of shop drawings, request for information, field changes, payment requests, substantial and final completion inspections, attend field meetings, and up to two (2) client-recommended change orders during construction.
- C. Provide up to sixty (60) hours of part time on-site project representative services and development of daily field reports for each day on site.

**PART 3 - Client Responsibilities**

- A. Provide access to site upon request
- B. Respond to written questions within five (5) business days.
- C. Review of design deliverables and provide comments in a reasonably timely manner.
- D. Provide DPW support and equipment for test pits during design, if necessary.

**PART 4 - Out of Scope Work**

- A. Developing permits other than permits noted above.
- B. Developing permits for the proposed water well.



This is **EXHIBIT B**, referred to in and part of the **Agreement between Client and GHD for Professional Services**.

## **Payments to GHD for Services**

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### **PART 1 - Payments to GHD for Services**

#### **B2.01 Compensation for Basic Services – Lump Sum Method of Payment**

- A. Client shall pay GHD a Lump Sum fee of One Hundred Forty Three Thousand Dollars (\$143,000.00) for Basic Services set forth in Exhibit A.
  - 1. GHD may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
  - 2. The Lump Sum includes compensation for GHD's services and services of GHD's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
  - 3. The portion of the Lump Sum amount billed for GHD's services will be based upon GHD's estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service*: The compensation amount stipulated above is conditioned on a period of service not exceeding Twelve (12) months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**Exhibit C**  
**Proposed Budget for**  
**Head of the Meadow and Corn Hill Parking Lots**  
**Town of Truro, Massachusetts**

<b>TASK</b>	<b>Project Director</b> Marc Drainville, P.E., BCEE	<b>Project Manager</b> Russell Kleekamp	<b>Staff Engineers</b> Craig Curtin	<b>Managing Designer</b> James Fossdick	<b>Digital Team</b> Dustin Sedlack	<b>Admin</b>	<b>Total Hours</b>	<b>GHD Labor Cost</b>	<b>GHD Expenses</b>	<b>GHD Total Cost</b>
1 Survey and Resource Delineation	0	2	15	8	0	0	25	\$3,569	\$31,554	\$35,123
2 Well Evaluation	0	2	8	0	0	0	10	\$1,345	\$5,310	\$6,655
3 Develop 30% Design Plans	0	16	32	40	10	0	98	\$16,657	\$300	\$16,957
4 Develop 60% Design Plans	1	8	32	40	10	0	91	\$15,177	\$300	\$15,477
5 Develop NOI and Attend Hearing	0.5	4	40	24	0	8	76.5	\$10,503	\$2,160	\$12,663
6 Develop 90% Design Plans	0	8	20	32	24	0	84	\$15,457	\$300	\$15,757
7 Develop Final Bid Ready Documents	1	8	24	24	10	8	75	\$12,081	\$300	\$12,381
8 Provide Bidding Assistance	0.5	8	32	8	0	8	56.5	\$7,613	\$100	\$7,713
9 Provide Construction Administration	0	8	50	8	8	0	74	\$10,762	\$0	\$10,762
10 Provide Part Time RPR Services	0	20	40	0	0	0	60	\$8,912	\$600	\$9,512
<b>TOTAL</b>	<b>3</b>	<b>84</b>	<b>293</b>	<b>184</b>	<b>62</b>	<b>24</b>	<b>650</b>	<b>\$102,076</b>	<b>\$40,924</b>	<b>\$143,000</b>



# Truro Select Board

Tuesday, July 12, 2022

Regular Meeting-5:00pm

## 3. CONSENT AGENDA

### A. Review/Approve and Authorize Signature:

#### 1. Truro Center for the Arts at Castle Hill

1-Day Pouring Licenses for 7/23/22; 8/10/22; 8/13/22; 8/17/22; 8/19/22; 8/20/22; 8/26/22; 8/27/22 and;

Entertainment Licenses for 7/28/22; 7/28/22; 8/17/22; 8/19/22; 8/20/22; 8/26/22; 8/27/22

### B. Review and Approve Appointment Renewals:

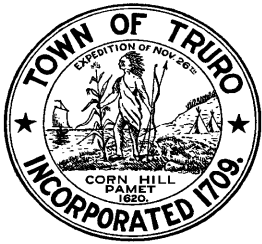
#### 1. Beach Advisory Committee: Sharon Stahl

#### 2. Board of Health: Candida Monteith

#### 3. Energy Committee: James Nash

### C. Review and Approve 2022 Seasonal Business License: Lodging House-American Youth Hostels

### D. Review and Approve Select Board Minutes: Regular Meeting of 4/26/2022



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** July 12, 2022

**ITEM:** Application for a One Day Pouring License and Application for Entertainment Licenses

**EXPLANATION:** The Truro Center for the Arts has submitted Applications for One Day Pouring Licenses to cover the following dates: July 23, August 10, August 13, August 17, August 19, August 20, August 26, August 27. Times for the events will be between 6:00pm-9:00pm. Wine/Malt/All Alcohol will be obtained from Truro Vineyards, Luke's Liquors and Devil's Purse Brewery. Chief Calise has approved the applications.

In addition, Truro Center for the Arts has also submitted Applications for Entertainment Licenses for the following dates: July 28, August 17, August 19, August 20, August 26, August 27. Chief Calise has approved the applications.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** Truro Center for the Arts will not be permitted to serve alcohol or hold their entertainment for the dates requested.

**SUGGESTED ACTION:**

- (1) Motion to approve the Applications for a One Day Pouring License upon receipt of all required certifications and proof of insurance(s) for the following dates: July 23, August 10, August 13, August 17, August 19, August 20, August 26, August 27, and Authorize the Chair to sign electronically.*
- (2) Motion to approve the Applications for Entertainment Licenses upon receipt of all required certifications and proof of insurance(s) for the following dates: July 28, August 17, August 19, August 20, August 26, August 27, and Authorize the Chair to sign electronically.*

**ATTACHMENTS:**

1. Applications and all accompanying certificates





# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

RCVD 2022 JUN 30 10:01:10

## Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

ADMINISTRATIVE OFFICE

TOWN OF TRURO

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

### BUSINESS/ORGANIZATION INFORMATION

Marisa Picariello

Name of Applicant

Truro Center For the Arts at Castle Hill

Business/Organization Name

PO BOX 756, Truro, MA, 02666

Mailing Address of Business/Organization

Non-profit or For-profit Entity

Yes  No

If yes, proof of Non-Profit Status **must** accompany this application

Marisa

Contact Person

508-349-7511  
~~508-523-40~~

Phone Number

marisa@castlehill.org

Email

### INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

### EVENT INFORMATION

July 23, 2022

Date(s) of Event for License to be issued

Community Event / Fundraiser

Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 6:30pm - 10pm

Edgewood Farm, 3 Edgewood Way, Truro

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

Truro Center For the Arts

Property Owner Name and Address

508-349-7511

Phone number

Name of Caterer (if applicable)

200  
Approximate number of people attending

Is the event open to the general public  Yes

No

Will there be Entertainment  Yes  No If Yes, Type of Entertainment Live music  
 Will there be Police Detail  Yes  No

**Purchase & Service**

License is for the Sale of:

- All Alcohol Beverages (\$75.00)  Wines & Malt beverages Only (\$50.00)  
 Wines Only (\$50.00)  Malt Beverages Only (\$50.00)

What is the source of the alcohol for the event (where is it being purchased\*?) Wicket Liquors / Truro Vineyards / Devils Puse Brewery  
 \*If Wine is being donated see ABCC - Charity Wine Fundraising Application at <http://www.mass.gov/abc/spec-lic-perms.htm>

Who will be serving the Alcohol? Damon Katz & Marisa DiCarillo  
 TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION

*Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.*

**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 Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

Unapplicable  
 Signature

6/22/22  
 Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the Town to the ABCC in Boston.
- Liquor Liability Insurance Certificate is required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

**Office Use Only**

**APPROVAL**

Select Board

Meeting Date

Police Department

Date

[Signature]

7/5/22

Restrictions/Conditions attached to the license by the Select Board or its Delegate:

# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

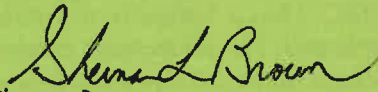
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at [ServSafe.com](http://ServSafe.com).

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 21822548  
CARD # 22253178

## ServSafe Alcohol® CERTIFICATE

DAMON KATZ

NAME

6/14/2022

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



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Sherman Brown  
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



233 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6688  
1 800 SERVSAFE  
312.215.1010 in the Chicago area  
[ServSafe.com](http://ServSafe.com)

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the org design are trademarks of the National Restaurant Association. 17118801 v.1711



# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at [ServSafe.com](http://ServSafe.com).

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 16452821  
CARD # 22289409

## ServSafe Alcohol® CERTIFICATE



MARISA PICARIELLO

NAME

6/23/2022

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Sherman Brown  
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



233 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6383  
1-800-SERVSAFE  
312.715.1010 In the Chicago area  
[ServSafe.com](http://ServSafe.com)

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# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

RCVD 2022 JUN 30 AM 10:21

## Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

ADMINISTRATIVE OFFICE

TOWN OF TRURO

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

### BUSINESS/ORGANIZATION INFORMATION

Mansa Picareels

Name of Applicant

Truro center for the Arts at Castle Hill

Business/Organization Name

PO BOX 756, Truro, 02666

Mailing Address of Business/Organization

Non-profit or For-profit Entity

Yes  No

If yes, proof of Non-Profit Status **must** accompany this application

maise

Contact Person

508-349-7511

Phone Number

maise@castlehill.org

Email

### INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

### EVENT INFORMATION

AUGUST 10, 2022

Date(s) of Event for License to be issued

Fundraiser

Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 6:30 pm - 8:30 pm

Edgewood Farm, 3 Edgewood way

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

TRURO CENTER FOR THE ARTS

Property Owner Name and Address

508-349-7511

Phone number

          
Name of Caterer (if applicable)

60  
Approximate number of people attending

Is the event open to the general public  Yes  No

Will there be Entertainment  Yes  No If Yes, Type of Entertainment LIVE MUSIC  
 Will there be Police Detail  Yes  No

**Purchase & Service**

License is for the Sale of:

- All Alcohol Beverages (\$75.00)
- Wines & Malt beverages Only (\$50.00)
- Wines Only (\$50.00)
- Malt Beverages Only (\$50.00)

What is the source of the alcohol for the event (where is it being purchased\*?) Truro Vineyards / Devil's  
\*If Wine is being donated see ABCC - Charity Wine Fundraising Application at <http://www.mass.gov/abcc/sec-lic-crms.htm>

Who will be serving the Alcohol? Damon Katz, Marisa Picariello  
TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION

*Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.*

**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 Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

[Signature]  
Signature

6/27/22  
Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the Town to the ABCC in Boston.
- Liquor Liability Insurance Certificate is required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

**Office Use Only**

**APPROVAL**

Select Board

Meeting Date

Police Department

Date 7/5/2022

Restrictions/Conditions attached to the license by the Select Board or its Delegate:



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

ADMINISTRATIVE OFFICE

TOWN OF TRURO

## Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

### BUSINESS/ORGANIZATION INFORMATION

Marisa DiCanello

Name of Applicant

Truro Center for the Arts at Castle Hill

Business/Organization Name

PO BOX 756, TRURO, MA, 02666

Mailing Address of Business/Organization

Non-profit or For-profit Entity

Yes  No  
If yes, proof of Non-Profit Status **must** accompany this application

Marisa

Contact Person

508-349-7511

Phone Number

marisa@castlehill.org

Email

### INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

### EVENT INFORMATION

August 13, 2022

Date(s) of Event for License to be issued

Fundraiser

Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 6-9 pm

10 Meeting House Road, Truro

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

Truro Center for the Arts

Property Owner Name and Address

508-349-7511

Phone number

Name of Caterer (if applicable)

150  
Approximate number of people attending

Is the event open to the general public  Yes  No

Will there be Entertainment  Yes  No If Yes, Type of Entertainment 1BD, Acoustic Guitar

Will there be Police Detail  Yes  No

**Purchase & Service**

License is for the Sale of:

- All Alcohol Beverages (\$75.00)
- Wines Only (\$50.00)
- Wines & Malt beverages Only (\$50.00)
- Malt Beverages Only (\$50.00)

What is the source of the alcohol for the event (where is it being purchased\*?) Truro Vineyard, Devils purse Brewery, Lukes Liquors

\*If Wine is being donated see ABCC - Charity Wine Fundraising Application at <http://www.mass.gov/abcc/spec-lic-perms.htm>

Who will be serving the Alcohol? Lee Elman, Damon Katz

TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION

*Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.*

**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 Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

[Signature] 6/28/22

Signature Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the Town to the ABCC in Boston.
- Liquor Liability Insurance Certificate is required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

**Office Use Only**

**APPROVAL**

Select Board Meeting Date

Police Department Date 7/5/2022

Restrictions/Conditions attached to the license by the Select Board or its Delegate:



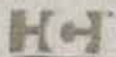
# Certificate of Completion

This Certificate of Completion of  
**eTIPS Concessions 3.0**  
For coursework completed on June 23, 2022  
provided by Health Communications, Inc.  
is hereby granted to:

**Lee Elman**

Certification to be sent to:

**18181 NE 31st Ct Apt 709  
Aventura FL, 33160-2675 USA**



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

## Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

### BUSINESS/ORGANIZATION INFORMATION

Maria Picariello

Name of Applicant

Truro Center for the Arts

Business/Organization Name

PO Box 756, Truro, 02666

Mailing Address of Business/Organization

Non-profit or For-profit Entity

Yes  No  
If yes, proof of Non-Profit Status **must** accompany this application

Maria

Contact Person

508-349-7511

Phone Number

maria@

Email

### INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

### EVENT INFORMATION

Weds, August 17, 2022

Date(s) of Event for License to be issued

Community Event

Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 6pm - 8pm

Edgewood Farm, 3 Edgewood Way, Truro

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

Truro Center for the Arts

Property Owner Name and Address

508-349-7511

Phone number

100

Name of Caterer (if applicable)

Approximate number of people attending

Is the event open to the general public  Yes  No

Will there be Entertainment  Yes  No If Yes, Type of Entertainment Poetry, JAZZ music  
 Will there be Police Detail  Yes  No

**Purchase & Service**

License is for the Sale of:

- All Alcohol Beverages (\$75.00)  Wines & Malt beverages Only (\$50.00)  
 Wines Only (\$50.00)  Malt Beverages Only (\$50.00)

What is the source of the alcohol for the event (where is it being purchased\*?) Truro Vineyards / DEAN'S PUNK Brewery  
\*If Wine is being donated see ABCC - Charity Wine Fundraising Application at <http://www.mass.gov/abcc/spec-lic-perms.htm>

Who will be serving the Alcohol? MARISA PICARIELLO  
TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION

*Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.*

**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 Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

\_\_\_\_\_  
 Signature 6/27/22  
Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the Town to the ABCC in Boston.
- Liquor Liability Insurance Certificate is required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

**Office Use Only**

**APPROVAL**

Select Board \_\_\_\_\_ Meeting Date \_\_\_\_\_  
 Police Department  Date 7/5/22

Restrictions/Conditions attached to the license by the Select Board or its Delegate:

# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 10422821  
CARD # 22299409

## ServSafe Alcohol® CERTIFICATE



MARISA PICARIELLO

NAME

6/23/2022

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Sherman Brown  
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



203 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6383  
1.800.SERVSAFE  
312.713.1010 in the Chicago area  
ServSafe.com

**NOTE:** You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at [ServiceCenter@restaurant.org](mailto:ServiceCenter@restaurant.org) or 800.765.2122, ext. 6703.

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# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

RCUD 2022 JUN 30 10:01:22

ADMINISTRATIVE OFFICE  
TOWN OF TRURO

## Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

### BUSINESS/ORGANIZATION INFORMATION

Manisa Picanello

Name of Applicant

Truro Center for the Arts

Business/Organization Name

PO Box 756

Mailing Address of Business/Organization

Non-profit or For-profit Entity

Yes  No

If yes, proof of Non-Profit Status **must** accompany this application

Manisa

Contact Person

508-349-7511

Phone Number

manisa@castlehill.org

Email

### INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

### EVENT INFORMATION

August 19, 20, 26, 27

Date(s) of Event for License to be issued

Community Event

Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 7pm - 9pm

Edgewood Farm, 3 Edgewood Way, Truro

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

Truro Center For the Arts

Property Owner Name and Address

508-349-7511

Phone number

Name of Caterer (if applicable)

100 (each night)

Approximate number of people attending

Is the event open to the general public  Yes

No

Will there be Entertainment  Yes  No If Yes, Type of Entertainment Dance/MUSIC  
Will there be Police Detail  Yes  No

**Purchase & Service**

License is for the Sale of:

- All Alcohol Beverages (\$75.00)
- Wines & Malt beverages Only (\$50.00)
- Wines Only (\$50.00)
- Malt Beverages Only (\$50.00)

What is the source of the alcohol for the event (where is it being purchased\*?) Truro Vineyards / Devils Purse Brewery  
\*If Wine is being donated see ABCC - Charity Wine Fundraising Application at <http://www.mass.gov/abcc/sec-lic-lic-forms.html>

Who will be serving the Alcohol? Damon Katz Marisa Picariello  
**TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION**

*Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.*

**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 Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

Signature [Signature] Date 6/27/22

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the Town to the ABCC in Boston.
- Liquor Liability Insurance Certificate is required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

**Office Use Only**

**APPROVAL**

Select Board [Signature] Meeting Date \_\_\_\_\_  
Police Department [Signature] Date 6/27/22

Restrictions/Conditions attached to the license by the Select Board or its Delegate:

# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 21822448  
CARD # 22250178

## ServSafe Alcohol® CERTIFICATE

DAMON KATZ

NAME

8/14/2022

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



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Sherman Brown  
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



233 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6388  
1.800.SERVSAFE  
312.715.1010 in the Chicago area  
ServSafe.com

**NOTE:** You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at

ServiceCenter@restaurant.org or  
800.765.2122, ext. 6703.

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# Congratulations!

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We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 18462821  
CARD # 22289408

## ServSafe Alcohol® CERTIFICATE

MARISA PICARIELLO

NAME

8/23/2022

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



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Sherman Brown  
Executive Vice President, National Restaurant Association Solutions

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233 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6383  
1.800.SERVSAFE  
312.715.1010 In the Chicago area  
[ServSafe.com](http://ServSafe.com)

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Recycled Paper

100% Recycled Paper





# TOWN OF TRURO

Licensing Department  
PO Box 2030, Truro, MA 02666

PH: 508-349-7004, Ext. 110 or 124 Fax: 508-349-5505  
Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

RCUD 2022-11150-WF019  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

## Application for an Entertainment License

Weekday      Saturday      \*Sunday

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

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

### BUSINESS/ORGANIZATION INFORMATION

Marisa Picariello	Truro Center for the Art
Name of Applicant	Business/Organization Name
PO Box 756, Truro MA, 02666	
Mailing Address of Business/Organization	

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

Marisa	508-349-7511	marisa@castlehill.org
Contact Person	Phone Number	Email

### INDIVIDUAL APPLICANT INFORMATION

Individual's Name	Mailing Address
Phone Number	Email Address

### EVENT INFORMATION

Thursday, July 28, 2022	Fundraiser
Day (s)/Date (s) of Event for License to be issued	Purpose of Event (example: fundraiser)
Hours of Event ( <i>from - to</i> ) <u>6:30pm- 9:30pm</u>	
Pamet Yacht Club, 7 Yacht Club Road, Truro	Event is: <input checked="" type="checkbox"/> Indoor <input checked="" type="checkbox"/> Outdoor Event
Location (Must provide facility name, if any, street number and name)	(Please check applicable box)
PO Box 555, Truro, 02666	508-349-7772
Property Owner Name and Address	Phone number
Seating Capacity: _____	Occupancy Number: _____
Cosmos Catering	Approximate number of people attending <u>60</u>
Name of Caterer ( <i>if applicable</i> )	

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) Eleanor Dubinsky, Acoustic Guitar

Amplified System:  Yes  No

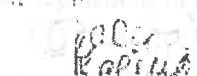
Shows:  Theater  Movies  Floor Show  Light Show

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

6/27/22  
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 Select Board.
- Sunday entertainment must be specifically requested and addressed in the permitting process, under MGL 136.
- These regulations are intended to allow the Select Board 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: \_\_\_\_\_

Select Board

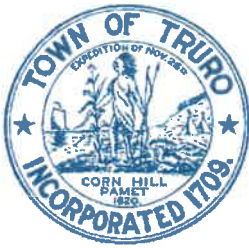
Meeting Date

Police Department

Date

  
7/5/22

Restrictions/Conditions attached to the license by the Select Board or its Delegate:



# TOWN OF TRURO

Licensing Department  
PO Box 2030, Truro, MA 02666

PH: 508-349-7004, Ext. 110 or 124 Fax: 508-349-5505  
Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

RCVD 2022 JUN 30 AM 9:10  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

## Application for an Entertainment License

Weekday  Saturday  \*Sunday

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

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

### BUSINESS/ORGANIZATION INFORMATION

Marisa Picariello Truro Center for the Art  
Name of Applicant Business/Organization Name  
PO Box 756, Truro MA, 02666  
Mailing Address of Business/Organization

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

Marisa 508-349-7511 marisa@castlehill.org  
Contact Person Phone Number Email

### INDIVIDUAL APPLICANT INFORMATION

Individual's Name Mailing Address  
Phone Number Email Address

### EVENT INFORMATION

Thursday, July 28, 2022 Fundraiser  
Day (s)/Date (s) of Event for License to be issued Purpose of Event (example: fundraiser)  
Hours of Event (from - to) 6:00 - 9:00pm

61 South Pamet Road, Truro Event is:  Indoor  Outdoor Event  
Location (Must provide facility name, if any, street number and name) (Please check applicable box)

Terry Kahn & Lesley Silvester, PO Box 212, Truro  
Property Owner Name and Address Phone number

Seating Capacity: \_\_\_\_\_ Occupancy Number: \_\_\_\_\_

Angel Foods, Provincetown Approximate number of people attending 60  
Name of Caterer (if applicable)

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) Live Opera Music

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.

*[Handwritten Signature]*

6/27/22

Signature

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 Select Board.
• Sunday entertainment must be specifically requested and addressed in the permitting process, under MGL 136.
• These regulations are intended to allow the Select Board 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 [ ]

Select Board

Meeting Date

Police Department

Date 7/5/22

Restrictions/Conditions attached to the license by the Select Board or its Delegate:



# TOWN OF TRURO

## Licensing Department

PO Box 2030, Truro, MA 02666

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

RCUD 2022JUN00 09:22

ADMINISTRATIVE OFFICE  
TOWN OF TRURO

## Application for an Entertainment License

Weekday  Saturday  \*Sunday

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

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

### BUSINESS/ORGANIZATION INFORMATION

Marisa Picariello Truro Center for the Arts at Castle Hill  
Name of Applicant Business/Organization Name  
PO Box 756, Truro, 02666  
Mailing Address of Business/Organization

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

Marisa 508-349-7511 marisa@castlehill.org  
Contact Person Phone Number Email

### INDIVIDUAL APPLICANT INFORMATION

Individual's Name Mailing Address  
Phone Number Email Address

### EVENT INFORMATION

Wednesday, August 17, 2022 Community Event  
Day (s)/Date (s) of Event for License to be issued Purpose of Event (example: fundraiser)  
Hours of Event (from - to) 6pm - 8pm  
Edgewood Farm, 3 Edgewood Way, Truro Event is:  Indoor  Outdoor Event  
Location (Must provide facility name, if any, street number and name) (Please check applicable box)  
Truro Center for the Arts 508-349-7511  
Property Owner Name and Address Phone number  
Seating Capacity: \_\_\_\_\_ Occupancy Number: \_\_\_\_\_  
Approximate number of people attending 100  
Name of Caterer (if applicable)

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) Jazz: Cello, Saxophone, Pianist

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*  
Signature

6/28/22

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 Select Board.
- Sunday entertainment must be specifically requested and addressed in the permitting process, under MGL 136.
- These regulations are intended to allow the Select Board 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. \_\_\_\_\_

Select Board

Meeting Date

Police Department

Date *7/5/2022*

Restrictions/Conditions attached to the license by the Select Board or its Delegate:



# TOWN OF TRURO

## Licensing Department

PO Box 2030, Truro, MA 02666

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

RCVD 2022 JUN 30 AM 09:22

ADMINISTRATIVE OFFICE

TOWN OF TRURO

## Application for an Entertainment License

Weekday  Saturday  Sunday

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

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

### BUSINESS/ORGANIZATION INFORMATION

Marisa Picariello Truro Center for the Art

---

Name of Applicant Business/Organization Name

PO Box 756, Truro MA, 02666

---

Mailing Address of Business/Organization

Is this a Non-profit or For-profit Entity (Check the appropriate box)  Yes  No

If yes, proof of Non-profit status **must** accompany this application

Marisa 508-349-7511 marisa@castlehill.org

---

Contact Person Phone Number Email

### INDIVIDUAL APPLICANT INFORMATION

Individual's Name Mailing Address

---

Phone Number Email Address

### EVENT INFORMATION

Friday/Saturday, August 19, 20, 26, 27 Community Event

---

Day (s)/Date (s) of Event for License to be issued Purpose of Event (example: fundraiser)

Hours of Event (from - to) 7pm - 9pm

Edgewood Farm, 3 Edgewood Way, Truro Event is:  Indoor  Outdoor Event

---

Location (Must provide facility name, if any, street number and name) (Please check applicable box)

Truro Center for the Arts at Castle Hill 508-349-7511

---

Property Owner Name and Address Phone number

Seating Capacity: \_\_\_\_\_ Occupancy Number: \_\_\_\_\_

Name of Caterer (if applicable) Approximate number of people attending 100 (each night)

Will an admission fee be collected?  Yes  No

Will there be a One Day Alcohol License  Yes  No

Will there be Police Traffic Control?  Yes  No

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

**ENTERTAINMENT INFORMATION**

Type of Entertainment: Please check the appropriate boxes.

Dancing:  By Patron  By Entertainers  No Dancing

Music:  Recorded  Juke Box  Live  No Music

Number of Musicians & Instruments (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 hereby certify that the contents of this application and the penalties of perjury that the above information is true and that I will comply with all applicable regulations of the Town of Truro.

*Oppeka Kabillo*  
Signature

6/27/22  
Date

- A valid entertainment license must be on the premises before the entertainment is commenced.
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- The Local Licensing Authority may impose restrictions and/or conditions.

**Office Use Only**

Fee \$50.00

**APPROVAL**

License No. \_\_\_\_\_

Select Board

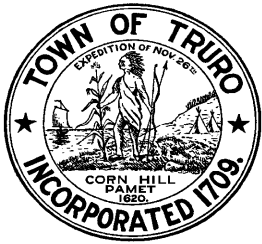
Meeting Date

Police Department

Date 7/8/22

Restrictions/Conditions attached to the license by the Select Board or its Delegate:





# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** July 12, 2022

**ITEM:** Review and applications submitted for reappointment to boards/committees.

**EXPLANATION:**

(1)-Sharon Stahl from the Beach Advisory Committee has submitted an application to serve another 3-year term.

(2)-Candida Monteith from the Board of Health has submitted an application to serve another 1-year Alternate term.

(3)-James Nash from the Energy Committee has submitted an application to serve another 3-year term.

Chairs for each Committee/Board have included comments. Each applicant has completed signing all policy forms.

**IMPACT IF NOT APPROVED:** Each applicant will no longer be able to participate in a voting capacity on the Board/Committee they have applied for.

**SUGGESTED ACTION:**

*(1) Motion to appoint Sharon Stahl to the Beach Advisory Committee for a three-year term expiring June 30, 2025.*

*(2) Motion to appoint Candida Monteith to the Board of Health for an Alternate, 1-year term expiring June 30, 2023.*

*(3) Motion to appoint James Nash to the Energy Committee for a three-year term expiring June 30, 2025.*

**ATTACHMENTS:**

1. Application to Serve-Sharon Stahl
2. Application to Serve-Candida Monteith
3. Application to Serve-James Nash

Truro

*Application to Serve on a Board or Committee*

**Last Name**

*Stahl*

RCVD 2022JUN28 PM11:40

**First Name**

*Sharon*

ADMINISTRATIVE OFFICE

TOWN OF TRURO

**Middle Initial**

*A*

**Email Address**

[REDACTED]

**Phone Number**

[REDACTED]

**Address (Street)**

*5 Daniel Lane*

**Address (City)**

*North Truro*

**Address (State)**

*MA*

**Address (Zip Code)**

*02652*

**Mailing Address (Please indicate box number and zip code)**

*P O Box 470*

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?**

*Beach Committee*

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

*I have served on the Beach Commission previously (and currently). I value the opportunity to serve the community as we face pressures of balancing access and protection to our beaches. Truro's beaches operate with the management of Town departments (Conservation, Public Works, Recreation, etc) and serve not only our residents but also many tourists and transient visitors. Local participants on the beach committee as an advisory eye and ears can serve the Beach Director as he coordinates with his colleagues at Town Hall. The Beach Committee helps the Beach Director with education and communication to our neighbors. I hope to continue to serve in this role.*

**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 also serve on the Truro Cultural Commission.*

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

*I am a sailor and I serve as an officer for the Provincetown Yacht Club on its board. I was a former board member of the Pamet Harbor Club. I was a justice of the peace and member of the Board of Civil Authority in a small town in Vermont (population 1000). I also served on the Democratic Town Committee and County Committee in Vermont where I lived before moving permanently to Truro in 2014. I have been a home owner and lover of the Truro's beaches since 2008.*

**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 worked as staff for the Vermont General Assembly in the legislative council. I also worked as a consultant on health policy for the Vermont Department of Banking and Insurance. I have a masters degree in Psychology and worked as a mental health clinician in community mental health and private practice.*

**Signature**

*Sharon Stahl*

**Date**

*Jun 27, 2022*

## Noelle Scoullar

---

**From:** Eliza Harned [REDACTED]  
**Sent:** Tuesday, June 28, 2022 11:49 AM  
**To:** Noelle Scoullar  
**Cc:** Nicole Tudor  
**Subject:** RE: Application to Serve-Sharon Stahl

Noelle,

Yes. Sharon has been a valuable member the of the beach commission and we look forward to working with her more.  
Eliza

**From:** Noelle Scoullar [mailto:nscoullar@truro-ma.gov]  
**Sent:** Tuesday, June 28, 2022 11:44 AM  
**To:** Eliza Harned [REDACTED]  
**Cc:** Nicole Tudor <ntudor@truro-ma.gov>  
**Subject:** Application to Serve-Sharon Stahl

Hi Eliza!

Sharon Stahl has applied for reappointment on the Beach Advisory Committee. Would you please respond to this email with your comments/approval?

Thank you!  
Noelle

**From:** [scans@smtp.truro-ma.gov](mailto:scans@smtp.truro-ma.gov) <[scans@smtp.truro-ma.gov](mailto:scans@smtp.truro-ma.gov)>  
**Sent:** Tuesday, June 28, 2022 11:29 AM  
**To:** Noelle Scoullar <[nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)>  
**Subject:** Message from Mail Room KM\_C458

This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Also, please indicate that to the sender and delete the copy you received. When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record. Please take notice: All e-mail communications sent or received by persons using the Town of Truro network may be subject to disclosure under the Massachusetts Public Records Law (M.G.L. Chapter 66, Section 10) and the Federal Freedom of Information Act

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*Application to Serve on a Board or Committee*

**Last Name**

*monteith*

**First Name**

*candida*

**Middle Initial**

*P*

**Email Address**

[REDACTED]

**Phone Number**

[REDACTED]

**Address (Street)**

*1 Salt Marsh lane*

**Address (City)**

*Truro*

**Address (State)**

*Ma*

**Address (Zip Code)**

*02666*

**Mailing Address (Please indicate box number and zip code)**

*P. O. Box 257*

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 2022MAY24 04:53  
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?**

*Board of Health*

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

*I want to continue my service on this 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:**

*No*

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

*I have been an alternate on the Board of Health per year.*

**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 an alternate on the Board of Health per year.*

**Signature**

*Candida Poor Monteith*

**Date**

*May 23, 2022*



DATE: 07-01-2022

TO: Select Board of Truro, Kristin Reed, Chairperson

FROM: Board of Health, Truro, Tracey Rose, Chairperson

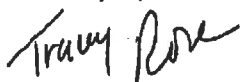
RE: Candida Monteith, Application to Serve on BOH, Alternate position  
Comments by the Chairperson, Tracey Rose

This applicant has served on the Board of Health for the past year. During this time, Ms. Monteith has demonstrated an eagerness to learn about the Truro BOH Regulations, the State Title 5 Code along with the many topics and issues that appear before our Board in-between. Ms. Monteith is a respectful yet professional participant on our Board.

She has a strong commitment to protecting our water resource and our extraordinary environment.

I support this applicant to fill the Alternate's position on the Board of Health and I am grateful for her engagement.

Thank you,

A handwritten signature in black ink that reads "Tracey Rose". The signature is written in a cursive, flowing style.

Tracey Rose

Truro

*Application to Serve on a Board or Committee*

Last Name

*Nash*

ROUND 2022 JUN 15 PM 2:24

First Name

*James*

ADMINISTRATIVE OFFICE

TOWN OF TRURO

Middle Initial

*P*

Email Address

[REDACTED]

Phone Number

[REDACTED]

Address (Street)

*1 Captain Williams Way*

Address (City)

*Truro*

Address (State)

*MA*

Address (Zip Code)

*02666*

Mailing Address (Please indicate box number and zip code)

*Box 602*

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?**

*Energy Committee - Alternate Member*

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

*Havin served as a full member previously. I am applying for a less-involved role as an Auxiliary Member*

**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 other board interests*

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

Two years prior experience on the same committee

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.

Retire Electrical Engineer in the electric utility industry

**Signature**

*James P. Nash*

**Date**

*Jun 15, 2022*

## Noelle Scoullar

---

**From:** Brian Boyle <[REDACTED]>  
**Sent:** Wednesday, June 15, 2022 3:41 PM  
**To:** Noelle Scoullar  
**Subject:** Re: Application to Serve-Energy Committee-James Nash

To the Select Board,

I am pleased that Jim Nash is able to continue being on the Energy Committee. His experience is very relevant to some of our projects, and as an Alternate Member we will have access to his knowledge going forward.

I unequivocally endorse his reappointment to the Energy Committee.

Thank you,

Brian Boyle, Energy Committee Chair

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

**From:** Noelle Scoullar <nscoullar@truro-ma.gov>  
**To:** beboyle@aol.com [REDACTED]  
**Cc:** Nicole Tudor <ntudor@truro-ma.gov>  
**Sent:** Wed, Jun 15, 2022 3:08 pm  
**Subject:** Application to Serve-Energy Committee-James Nash

Hello Brian,

James Nash has submitted his application to serve another term. He would like to move from a full member to an alternate (of which there are two spots available).

Please send your comments and approval.

Thank you,

Noelle

**From:** scans@smtp.truro-ma.gov <scans@smtp.truro-ma.gov>  
**Sent:** Wednesday, June 15, 2022 2:52 PM  
**To:** Noelle Scoullar <nscoullar@truro-ma.gov>  
**Subject:** Message from Mail Room KM\_C458

This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Also, please indicate that to the sender and delete the copy you received. When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record. Please take notice: All e-mail communications sent or received by persons using the Town of Truro network may be subject to disclosure under the Massachusetts Public Records Law (M.G.L. Chapter 66, Section 10) and the Federal Freedom of Information Act

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# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Licensing Department

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** July 12, 2022

**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.

If the Board approves this license, the license will be issued only upon compliance with all regulations, receipt of the necessary fees, and 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	<b>Lodging House License</b>	<b>Hostelling International USA</b>

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

**SUGGESTED ACTION:** *MOTION TO approve the 2022 seasonal Lodging House License for Hostelling International USA upon compliance with all regulations and receipt of the necessary fees.*

**ATTACHMENTS:**

1. Business Application for 2022: American Youth Hostels Inc.

Visa  
6.29.2022  
NS

PAID \$50

RCVD 2022 JUN 27 PM 2:23

ADMINISTRATIVE OFFICE  
TOWN OF TRURO



# TOWN OF TRURO

PO Box 2030, Truro MA 02666

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

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

### Section 1 – License Type & Hours of Operation

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

New       Renewal

FACILITY:                      # UNITS

HOURS OF OPERATION:

Motel-\$50                      \_\_\_\_\_

Annual                               Seasonal

Cottage Colony-\$50 \_\_\_\_\_

Opening Date: 06/30/22

Condominium-\$50 \_\_\_\_\_

Closing Date: 09/05/22

Campground-\$50 \_\_\_\_\_

Days of the Week Open: everyday

Lodging-\$50                      7

Transient Vendor-\$75

Gas Station-\$25 (Please submit your Service Station Compliance Form & Third Part Underground Storage Tank Inspection Report (FP 289))

### Section 2 – Business Information

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

American Youth Hostels, Inc

HI Truro Hostel

Print Name of Applicant

Business Name

American Youth Hostels, Inc

Owner Name

111 N Pamet Rd. Truro, MA 02666

8455 Colesville Rd Suite 1225

Street Address of Business

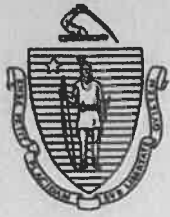
Mailing Address of Business

508-349-3889

truro@hiusa.org

Business Phone Number

Business E-Mail Address



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. Suite 1225

City/State/Zip: Silver Spring MD 20910 Phone #: 240-650-2100

<p><b>Are you an employer? Check the appropriate box:</b></p> <p>1. <input checked="" type="checkbox"/> I am a employer with <u>150</u> employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> 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]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p><b>Business Type (required):</b></p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input checked="" type="checkbox"/> Other <u>lodging</u></p>
--	--

\*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: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: Apr 2023

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

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

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_





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

**FIRE PROTECTION SYSTEMS  
ANNUAL TEST REPORT**

BUSINESS NAME: HI Truro

OWNER/MANAGER: Hostelling International USA (American Youth Hostels, Inc)

ADDRESS: 111 N Pamet Rd Truro, MA 02666

PHONE #: [REDACTED] NUMBER OF UNITS: 7

CONTACT PERSON: Catherine Clark

ADDRESS: 111 N Pamet Rd. Truro, Ma. 02666

TESTING COMPANY: Cape Cod Alarm

TESTING ELECTRICIAN/TECHNICIAN: Chad Benaka

COMPANY PHONE #: 508-398-<sup>6316</sup> HOME PHONE #: ~~508-398-6316~~

LICENSE #: C-1592

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: (see attached)

DATE OF CERTIFICATION: 5/27/22 BY: \_\_\_\_\_

Signature of Licensed Electrician

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2022

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

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 Attn: CSS, TELEPHONE 202-263-7600  CN101756005-GAUWX-22-23	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Indian Harbor Insurance Co.</td> <td>36940</td> </tr> <tr> <td>INSURER B : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indian Harbor Insurance Co.	36940	INSURER B : Indemnity Insurance Company of North America	43575	INSURER C : N/A	N/A	INSURER D : Federal Insurance Company	20281	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : N/A	N/A														
INSURER D : Federal Insurance Company	20281														
INSURER E :															
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-006713364-06      **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		[REDACTED]	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR: SEE ADD. PAGE \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		[REDACTED]	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DED. COMP/COLL \$ 100/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		[REDACTED]	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	[REDACTED]	03/31/2022	03/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: 7 NORTH SECOND STREET, RICHMOND, VA 23219.

<b>CERTIFICATE HOLDER</b> HOSTELLING INTERNATIONAL AMERICAN YOUTH HOSTELS ATTN: MIKE RIVERS 8401 COLESVILLE ROAD, SUITE 600 SILVER SPRING, MD 20910	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
--	---

# Executive Summary

Generated by: BuildingReports.com

Building Information		
<b>Building:</b> Truro Need Building	<b>Contact:</b> Eleanor Moody	
<b>Address:</b> 111 North Pamet Road	<b>Phone:</b> [REDACTED]	
<b>Address:</b>	<b>Fax:</b> [REDACTED]	
<b>City/State/Zip:</b> Truro, MA 02666	<b>Mobile:</b>	
<b>Country:</b> United States of America	<b>Email:</b>	
Inspection Performed By		
<b>Company:</b> Cape Cod Alarm	<b>Inspector:</b> Chad Benaka	
<b>Address:</b> 204 Old Townhouse Road	<b>Phone:</b> (508)398-6316	
<b>Address:</b>	<b>Fax:</b>	
<b>City/State/Zip:</b> West Yarmouth, MA 02673	<b>Mobile:</b>	
<b>Country:</b> United States of America	<b>Email:</b> service@capecodalarm.com	
System Control Unit		
<b>Manufacturer:</b> Silent Knight	<b>Inspection Date:</b> 05/27/2022	<b>IDC Style:</b> E
<b>Model Number:</b> 5208	<b>Install Date:</b> 05/25/2021	<b>SLC Style:</b> N/A
<b>Software Version:</b>	<b>Version Date:</b> 12/31/1969	<b>NAC Style:</b> E
<b>Location:</b> 1st Floor Kitchen, by the Side Door	<b>Current Protection:</b> Breaker	
Monitoring		
<b>Company:</b> Cape Cod Alarm	<b>Phone:</b> (508)398-6316	<b>Account #:</b> S60888
Central Station Signal Verification		
<b>Type:</b> Mesh Radio Network	<b>Mfg:</b> AES	<b>Model #:</b> 7788F
<b>Test Time/Date:</b> 5/27/22 1:40:16 PM	<b>Restore Time:</b> 2:39 PM	<b>Note:</b>
Type of Signal	Signal Confirmation	Notes
<b>Type:</b> Trouble Signal	<b>Confirmed Time:</b> 1:35 PM	<b>Note:</b>
<b>Type:</b> Alarm Signal	<b>Confirmed Time:</b> 1:43 PM	<b>Note:</b>



## TOWN OF TRURO

### SELECT BOARD

Meeting Minutes

April 26, 2022 – 5:00 pm

REMOTE SELECT BOARD MEETING

Via GoToMeeting Platform

**Members Present (Quorum):** Robert Weinstein (Chair); Kristen Reed (Vice Chair); Susan Areson (Clerk); John Dundas; Stephanie Rein

**Other Participants:** Darrin Tangeman – Town Manager; Kelly Sullivan Clark – Assistant Town Manager; Jarrod Cabral – DPW Director; Damion Clements - Recreation & Beach Director/ Interim Council on Aging Director; Dan Smith, Chair of the Shellfish Advisory Committee (SAC); Bob Panessiti, Chair of the Finance Committee

The remote meeting convened at 5:12 pm, Tuesday, April 26, 2022, by Select Board Chair Weinstein who announced that this was a remote meeting which is being broadcast live on Truro TV Channel 18 and is being recorded. Chair Weinstein also provided information as to how the public may call into the meeting or provide written comment.

Chair Weinstein introduced the Members of the Select Board and Town staff present.

### **Public Comment**

Chair Weinstein opened the public comment portion of the meeting to the members of the public and Chair Weinstein recognized the following individuals:

Sue Roderick, Chair of the Bike and Walkways Committee, who announced the Committee's survey which the public may complete online through a link on the Town website.

John Slater who commented on the process for the new DPW facility, public comment on the project, the cost, and the overall impact on Truro.

Dave DeWitt who commented on the ways that compost waste could be distributed to local farms to reduce the amount of carbon through the current transfer process with trucks which transport the compost waste to Dennis, Massachusetts.

DPW Director Cabral who commented that he fully supported Mr. DeWitt's suggestions and that the permitting process would have to be decided.

Chair Weinstein took a moment to announce the recent passing of Mr. Fred Todd who served on the ZBA as well as the Truro Historic Commission. Chair Weinstein noted Mr. Todd's thoughtful contributions to the community and expressed condolences to the Todd family.

## **Public Hearings**

None

## **Board/Committee/Commission Appointments**

None

## **Staff/Committee Updates**

A. Staff Report on Upcoming Summer Season: Damion Clements, Recreation & Beach Director/ Interim Council on Aging Director

Director Clements reported on the current staffing needs for the summer recreation youth program, beach operations, and lifeguard operations which are a challenge due to a lack of applicants. Director Clements is considering a bonus program for filling the challenging positions that he will discuss with Town Manager Tangeman. Director Clements reviewed all the programs which were previously at the COA and are now being offered including hybrid programs. Director Clements answered several follow-up questions from the Members before departing.

B. Board/Committee Report: Dan Smith, Chair of the Shellfish Advisory Committee (SAC)

Chair Smith introduced himself and reviewed the questions asked previously by the Select Board including SAC membership (no vacancies), accomplishments (monitoring of soft shell clam restoration; test drags for quahogs and sea clams; updated committee charge with the Select Board; applied/received a \$10,000 grant related to COVID-19 that supported shell fishing and increased Truro's local oyster stock; and finally, recreational shell fishing licenses increased to an all-time high with the most significant increases from non-resident annual and weekly sales).

Chair Smith reviewed the SAC's FY22 Goals and Objectives: continuance of the enrichment of shellfish in the Pamet Harbor; explore opportunities along Truro's Cape Cod Bay beaches where the planting of oyster stock may improve water quality; develop a methodology that is a data driven process to identify and assess trends to determine shellfish stock levels; support and promote efforts directed towards education and outreach including "best practices" web-based videos; help people understand how to properly handle shellfish after harvesting them; and finally, to explore opportunities to support commercial shell fishing in Truro which assists the economic development for local commercial growers. Chair Smith answered several follow-up questions from the Members before departing.

C. Town Manager Report on Notification of Change to Newspaper of General Circulation for Legal and Employment Ads: Darrin Tangeman, Town Manager

Town Manager Tangeman announced that due to an increase of advertising rate, and the change in circulation, the decision has been made to advertise with The Provincetown Independent (primary) and the Cape Cod Times (secondary). This decision will be most cost effective for the Town. Town Manager Tangeman answered several follow-up questions from Members.

## **Tabled Items**

None

### **Select Board Action**

#### A. Presentation of Select Board Goals and Objectives Update: Darrin Tangeman, Town Manager

Town Manager Tangeman reviewed the highlights and progress of the FY22 Goals and Objectives to include: submission of requests for ARPA funds from Barnstable County for prioritized projects, in Truro, such as broadband, wastewater management planning, and affordable housing resulting in a basic allocation plus 30% more due to the disparity in the use of the Census data (“true population” that is year-round and what the Census population is); the override is on the Warrant this year; hire more paramedics and EMS study is completed; a roundtable session on housing with the Planning Board, ZBA, Truro Housing Authoring, the Town Manager, and Town Planner/Land Use Counsel Barbara Carboni; Town Hall records (to include the Planning Department) to be digitalized; the Truro Community Survey results have been distributed to the committees which participated to collaborate and develop the “way forward”; and finally, the Town Hall staff’s cost estimates for the DPW Facility and the three proposed options/locations.

Chair Weinstein commented on the completed EMS study and highlighted the competitive landscape for fire/rescue talent among other Cape Cod towns to include the challenges associated with affordable housing in Truro.

Chair Weinstein and Members briefly discussed several of the FY22 Goals and Objectives.

#### B. Truro Talks Newsletter-Discussion Only: Sue Areson, Select Board Member

Member Areson commented that this topic was added to tonight’s agenda at the request of several members of the public.

Chair Weinstein recognized Mr. Kevin Keuchler, a Truro resident, who commented about the accuracy and context regarding the possible treatment of contamination at the Snow’s Field well site.

Chair Weinstein recognized Mr. Anthony Garrett, a Truro resident, who commented about negative comments made last month on the Jack Peak Show about the Truro Part-Time Resident Taxpayers’ Association (TPRTA) and the misconception that TPRTA was opposed to affordable housing in Truro.

Chair Weinstein recognized Ms. Karen Ruymann, a Truro resident, who commented for an effort to ease access to information linked on the newsletter.

Chair Weinstein recognized Ms. Karen Kinsella, a Truro resident, who commented on a recent article, in the Truro Talks Newsletter, regarding the potential locations for the proposed DPW Facility as she is an abutter to one of the locations.

Chair Weinstein recognized Mr. Ed Kinsella, a Truro resident, who commented that the Truro Talks Newsletter appears in favor of the relocation of the DPW Facility from its current location. Mr. Kinsella commented on the need for more transparency/accuracy in the information that the newsletter provides to the public.

Chair Weinstein recognized Ms. Pam Welsh who commented that she is very enthusiastic that Truro Talks Newsletter will fact check information prior to publication.

Chair Weinstein recognized Finance Committee Chair Panessiti, who apologized for starting some of the discussion on this topic by his previous comments on data that he had not properly sourced.

Chair Weinstein recognized Vice Chair Reed who read aloud comments of support for the newsletter sent to Town Manager Tangeman from individuals over recent months. Vice Chair Reed commented that she appreciated all the comments from the members of the public and acknowledged the work from the Town staff in this endeavor. Vice Chair Reed added that there is a legal review process as well as “checks and balance” in place.

#### C. Assign Motions for Town Meeting: Robert Weinstein, Chair of the Select Board

Chair Weinstein recognized Member Areson who apologized and stated that she was unable to attend Town Meeting as she has a family obligation that had been postponed multiple times previously due to COVID-19. Chair Weinstein thanked Member Areson for letting the public know and said that she would be missed.

Chair Weinstein and Members discussed the assignment process. Chair Weinstein then assigned the “Movers” for the motions of articles for Town Meeting to individual Members of the Select Board and Finance Committee Chair Panessiti.

The Lead Petitioners for Articles 50, 51, 52, 53, and 54 will present their respective articles.

Assistant Town Manager Clark asked Chair Weinstein for two volunteer Members of the Select Board to present the **Indigenous People Land Acknowledgement (IPLA)** and the **Board and Committee Thank You (BCTY)** at Town Meeting. Chair Weinstein will present the IPLA, and Member Rein will present the BCTY.

#### D. Eagle Neck Creek Culvert Replacement USDA Assurances: Jarrod Cabral, DPW Director

Chair Weinstein recognized DPW Director Cabral who briefly provided background information about this project as well as the reimbursement process with the USDA.

**Member Dundas made a motion to approve the NRCS-ADS-78 Assurance relating to real property acquisition and authorize the Chair to sign.**

**Member Areson seconded the motion.**

**So voted, 5-0, motion carries.**

#### E. Truro Center Road Safety Precautions Proposal-Discussion Only: Jarrod Cabral, DPW Director

Chair Weinstein recognized DPW Director Cabral who briefly provided information on this project and read aloud the recommendations made by the consulting firm GHD. Members provided comments following DPW Director Cabral’s presentation.

### **Consent Agenda**

A. Review/Approve and Authorize Signature

1. Consent Letters from Crown Castle for Cell Tower Work at 344 Route 6
2. One Day Weekdays and Sundays Entertainment Licenses for Truro Vineyards

B. Review and Approve Appointment Renewals:

None

C. Review and Approve 2022 Seasonal Business Licenses:  
Terra Luna Restaurant-Common Victualer

No action taken.

D. Review and Approve Select Board Minutes:

None

**Member Areson made a motion to approve the Consent Agenda as printed on the agenda.  
Vice Chair Rein seconded the motion.  
So voted, 5-0, motion carries.**

**Select Board Reports/Comments**

Member Areson offered condolences to the Todd family and noted Mr. Todd's service to the Town.

Member Rein reported that the Climate Action Committee has two vacancies to fill. Member Rein also attended the recent Beach Advisory Committee meeting that discussed collaborative opportunities with Truro Central School students to alert residents and visitors as to locations of shore bird nesting areas. Member Rein also attended the Commission on Disabilities meeting and reported that the Commission will schedule an event at Puma Park to celebrate the installation of the new multi-generational equipment. No date determined yet.

Member Dundas expressed his condolences to the Todd family and said that Mr. Todd will be missed. Member Dundas will attend the upcoming Provincetown Water & Sewer Board meeting on May 12, 2022. Member Dundas attended the ZBA meeting last night.

Vice Chair Reed extended her condolences to the Todd family. Vice Chair Reed reminded people to dress warmly for the Town meeting on Saturday.

Chair Weinstein had a conversation with Town Planner/Land Use Counsel Barbara Carboni which discussed her role to protect the community from lawsuits stemming from actions decided by the Planning Board and ZBA. Chair Weinstein asked Town Manager Tangeman to explain the RFP to resource a consultant/master planner to help facilitate the master planning process for the Walsh property. Town Manager Tangeman provided the information and recommended a Select Board work session to determine the scope of work and define the parameters for how the master plan would be completed.



After the processing of the RFP, the consultant/master planner would be put in place to complete the remainder of the process.

### **Town Manager Report**

Town Manager Tangeman reported that he will be working with Town staff to finalize the preparation for Saturday's Town meeting. Town Manager Tangeman will also conduct a walk through, on Friday, with the Town Moderator and selected members of the Town staff ahead of the Town meeting on Saturday.

Town Manager Tangeman also covered the following topics: the recruitment process for a library outreach coordinator; the summer recruitment/hiring process for seasonal positions as well as a bonus program for seasonal employees; and a review of the next Select Board meeting's agenda for May 11, 2022.

Chair Weinstein thanked Town Manager Tangeman, Assistant Manager Clark, and DPW Director Cabral in coordinating the logistics and support to hold the Annual Town Meeting outdoors. Chair Weinstein also thanked the Town staff for their hard work.

**Vice Chair Reed made a motion to adjourn at 7:43 pm.**

**Member Areson seconded the motion.**

**So voted, 5-0, motion carries.**

Respectfully submitted,



Alexander O. Powers

Board/Committee/Commission Support Staff