



Truro Board of Selectmen Meeting Agenda

Tuesday, January 27th, 2015

Regular Board of Selectmen Meeting-5:00pm

Executive Session-4:00pm

Selectmen's Chambers Town Hall 24 Town Hall Road, Truro

1. **EXECUTIVE SESSION:** *(Lower Level Conference Room) "Move that the Board of Selectmen enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 3 to discuss strategy with respect to Collective Bargaining (all bargaining units) where discussion in an open meeting may have a detrimental effect on the bargaining position of the Town (and the Chair so declares it) and to reconvene in open session"*
2. **PUBLIC COMMENT**
 - A. Open the Regular Meeting
 - B. Public Comment Period - *The Commonwealth's Open Meeting Law limits any discussion by members of the Board of an issue raised to whether that issue should be placed on a future agenda*
3. **PUBLIC HEARINGS**
 - A. Review and Approve the following Aquaculture Development Area Grant Licenses:
Dan Smith of 32 Tom's Hill Road for 2 Acres: Grant # 20 & #21
Mike Rego of 14 Arrowhead Road for 2 Acres: Grant #17 & #18
Steve Wisbauer of 4 Deer Path for 2 Acres: Grant #23 & #24
Presenter: Tony Jackett, Harbor Master/Shellfish Warden
4. **BOARD/COMMITTEE/COMMISSION APPOINTMENTS**
 - A. Review and Approve Roberta Lema as Finance Committee Representative to the Save Money And Reduce Trash/Pay As You Throw (SMART/PAYT) Committee.
 - B. Review and Approve Appointment to Truro Call Fire Department-Drew Toma
Presenter: Rae Ann Palmer
5. **TABLED ITEMS**
 - A. Development Agreement Bylaw (DAB) proposal for ATM 2015 **WITHDRAW ITEM**
 - B. Final Recommendations (#6, #7, #8, #9) from the Charter Review Committee on the Truro Town Charter **MOVE FOR ACTION**
6. **BOARD OF SELECTMEN ACTION**
 - A. Board of Selectmen vote to open the Warrant for the 2015 Annual Town Meeting
Presenter: Jay Coburn
 - B. Review and Approve Annual Town Report Cover & Dedication page
Presenter: Rae Ann Palmer
 - C. Review and Approve Bike and Walkways Committee's Request for letter to go to Mass Department of Transportation (MassDOT) regarding designated Bike Lanes for State Highway Route 6 and Authorize the Chair to sign
Presenter: Cathy Haynes, Chair of Bike and Walkway Committee
7. **CONSENT AGENDA**
 - A. Review & Approve Meeting Minutes:1) Jan. 12, 2014 (Budget); 2) Jan 13, 2014 (Regular)
 - B. Review & Approve and Authorize the Chair to sign:

1. Fire Systems Inc. Service Agreement
2. Completed Staging Permits-Safe Harbor Environmental (Gordon Peabody) 1) 33 Cooper Rd 2) 32 Cooper Rd 3) 2 Heron Lane, 4) 4 Heron Lane, 5) 39 Bay View Rd
- C. Review and Approve the Bailey Boyd Agreement with the Town of Truro & Truro Recreation for the Childcare Grant Subsidy Program and Authorize the Vice-Chair, Paul Wisotzky to sign.
- D. Review and Approve the 2014 Alcoholic Beverages Control Commission Annual Report
- E. Review, Approve and Authorize sale of a renewal BAN for the Fire Engine Urban with Cape Cod Five Cents Savings Bank

8. SELECTMEN REPORTS AND LIAISON REPORTS

9. NEXT MEETING AGENDA: February 10, 2015

10. TOWN ADMINISTRATOR'S REPORT



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Shellfish Advisory Committee

REQUESTOR: Tony Jackett, on behalf of the Shellfish Advisory Committee

REQUESTED MEETING DATE: Board of Selectmen Meeting January 27, 2015

ITEM: Review and Approve the Aquaculture License Applications from Dan Smith, Michael Rego, and Steve Wisbauer.

EXPLANATION:

Dan Smith ADA Grants #20 & #21

Michael Rego ADA Grants #17 & #18

Steve Wisbauer ADA Grants #23 & #24

Scott Lindell & Parker Small move ADA Grant from #20 to #19

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicants will not receive an ADA license for the grants requested until such time as they are approved.

SUGGESTED ACTION: MOTION TO Approve ADA Grant Applications Dan Smith ADA Grants #20 & #2; Michael Rego ADA Grants #17 & #18; Steve Wisbauer ADA Grants #23 & #24; Scott Lindell & Parker Small move ADA Grant from #20 to #19

ATTACHMENTS:

1. Public Hearing Notice
2. ADA Grant Applications a) Dan Smith, b) Mike Rego , & c) Steve Wisbauer
3. ADA Grant Locations
4. Truro's ADA Regulations
5. Shellfish Advisory Committee approved November 14, 2014 Minutes
6. Email from Scott Lindell agreeing to swap grants #20 to #19 & the current #20 License



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Selectmen's Office

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

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

TOWN OF TRURO PUBLIC HEARING AQUACULTURE LICENSES

In accordance with an application filed on November 10, 2014 by Dan Smith, 32 Tom's Hill Road, Truro, MA, for a Shellfish Aquaculture Grant, pursuant to the Aquaculture Grants Regulation, the Board of Selectmen will conduct a public hearing at the Truro Town Hall, 24 Town Hall Road, Truro MA on Tuesday, January, 27th, 2015 at 5:00 pm. The proposed grants are for 2 acres, grants #20 & #21 located in the Aquaculture Development Area as shown on plans submitted with the application on file in the Selectmen's office.

In accordance with an application filed on November 11, 2014 by Mike Rego, 14 Arrowhead Road, Truro, MA, for a Shellfish Aquaculture Grant, pursuant to the Aquaculture Grants Regulation, the Board of Selectmen will conduct a public hearing at the Truro Town Hall, 24 Town Hall Road, Truro MA on Tuesday, January 27th, 2015 at 5:00 pm. The proposed grants are for 2 acres, grants #17 & #18 located in the Aquaculture Development Area as shown on plans submitted with the application on file in the Selectmen's office.

In accordance with an application filed on November 11, 2014 by Steve Wisbauer, 4 Deer Path, Truro, MA, for a Shellfish Aquaculture Grant, pursuant to the Aquaculture Grants Regulation, the Board of Selectmen will conduct a public hearing at the Truro Town Hall, 24 Town Hall Road, Truro MA on Tuesday, January 27th 2015 at 5:00 pm. The proposed grants are for 2 acres, grants #23 & #24 located in the Aquaculture Development Area as shown on plans submitted with the application on file in the Selectmen's office.

Jay Coburn, Chairman
Board of Selectmen
Town of Truro



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505

AQUACULTURE LICENSE APPLICATION

RECEIVED
SELECTMENS OFFICE
NOV 10 2014
TOWN OF TRURO
MASSACHUSETTS

NAME OF APPLICANT: Daniel & Jill Smith

MAILING ADDRESS: PO Box 907 Truro, MA 02666

TELEPHONE: 508-349-3799 E-MAIL ADDRESS: DSmith1777@AOL.com
Best # - Cell 330-223-8340

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

Description: Truro ADA - 3 Acres consisting of
Grant # ~~17, 18, 19~~ 20 + 21

PREVIOUS AQUACULTURE EXPERIENCE: Limited but very interested & committed. Completed "Fundamentals of Shellfish Farming"

course sponsored by the Cape Cod Cooperative Extension Service 2014 - obtained a "Certification of Completion" - Worked with & observed several local aquaculture farmers both on & off Cape Cod.

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

TYPES OF SHELLFISH TO BE RAISED: Oysters / Hard Shell Clams

METHOD OF PROPAGATION: Initially bottom cages/bags - upon permission being granted - I would like to reserve the

MEANS OF ACCESS: Boat
option of using Oyster20 Floating Cages and/or some other type of Floating Cage/Rack System.

Town of Truro
Aquaculture license application
Page 2

EQUIPMENT TO BE USED: Bottom cages/bags - as previously
stated, upon RECEIVING permission, may consider the use of some type
of floating gear as well.



Signature of Applicant

10/23/14

Date



Signature of Shellfish Warden

11/11/14

Date

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

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

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

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

Proposed Development Plan for the Use of

ADA Grant #'s 17, 18 & 19

Upon approval of this three (3) acre grant request within the Truro ADA by all governing agencies/boards, we would propose to implement the following:

In the spring of 2015, we would commence the start up of our aquaculture farming operation. Our Business Plan calls for incremental expansion of the farm over the first three (3) years of operation. In "broad brush strokes", the implementation plan would be as follows:

(A critical underlying assumption for this plan is that this grant request will be acted upon and approved prior to January 1, 2015)

Upon issuances of the Grant request:

- Order seed for use in the spring of 2015

Year 1: Spring 2015

- Purchase and install 50,000 4-6mm seed oysters
- Purchase and install 25,000 hard shell clam seed
- Seed would be planted in mesh bags which would reside on the ocean floor attached to sinking line and anchored in place.

Year 2: Spring 2016

Assuming growth and mortality rates in projections hold true, which will be verified and supported by actual field observations and experiences from 2015, further expansion of the farm would occur as follows:

- Purchase and install 75,000 4-6mm seed oysters
- Purchase and install additional hard shell clam seed – actual quantities will depend upon 2015 experience. (May range from 0 – 25,000 or more)

Year 3: Spring 2017

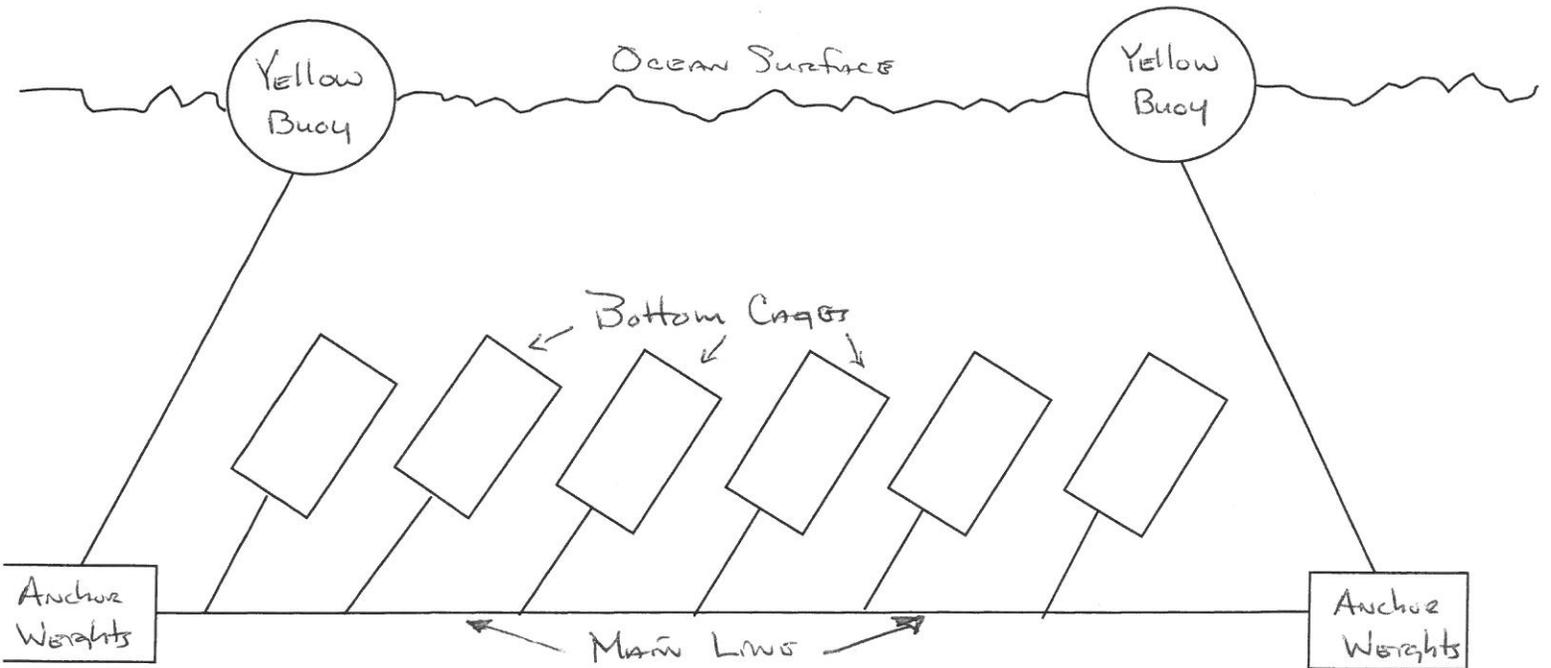
Based upon lessons learned from both our personal experiences on the farm, as well as those from other grant holders, we would adjust our plans for seed and equipment purchases in a manner that would allow us to maximize the capacity of the three acre grant.

Proposed Site Development Plan

For

Dan & Jill Smith ADA Grants

(Basic Line Configuration Drawing)



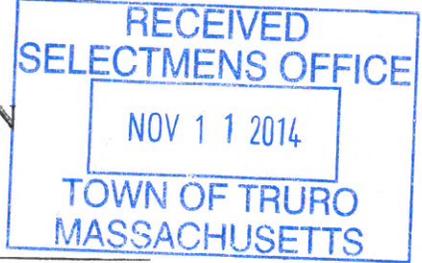
Notes:

- (A) Not to scale
- (B) Cages are Bottom Cages not Electric Cages



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505



AQUACULTURE LICENSE APPLICATION

NAME OF APPLICANT: Michael Rego

MAILING ADDRESS: P.O. Box 355 North Truro MA, 02652

TELEPHONE: ^{Cell} (508) 237-9754 ^{Home} (508) 487-5111 E-MAIL ADDRESS: mdrego15@comcast.net

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

Description: North End
42 2' 50.668' N / 42 2' 4726 N
070 8' 26.448' W / 070 8' 27 534 W
South End
42 2' 49.964' W / 70 8' 23.304 W
42 2' 46.58' / 70 8' 24.528

Grants
17 and 18

PREVIOUS AQUACULTURE EXPERIENCE: Work for

Bob Mallory of wellfleet on his quahog grant.

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

TYPES OF SHELLFISH TO BE RAISED: quahog / oysters

METHOD OF PROPAGATION: ARC

MEANS OF ACCESS: Boat / lobster boat

EQUIPMENT TO BE USED: Bottom culture and cages

Michael Truro

Signature of Applicant

11/12/14

Date

Tony Juckett

Signature of Shellfish Warden

Nov. 14, 2014

Date

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

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

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

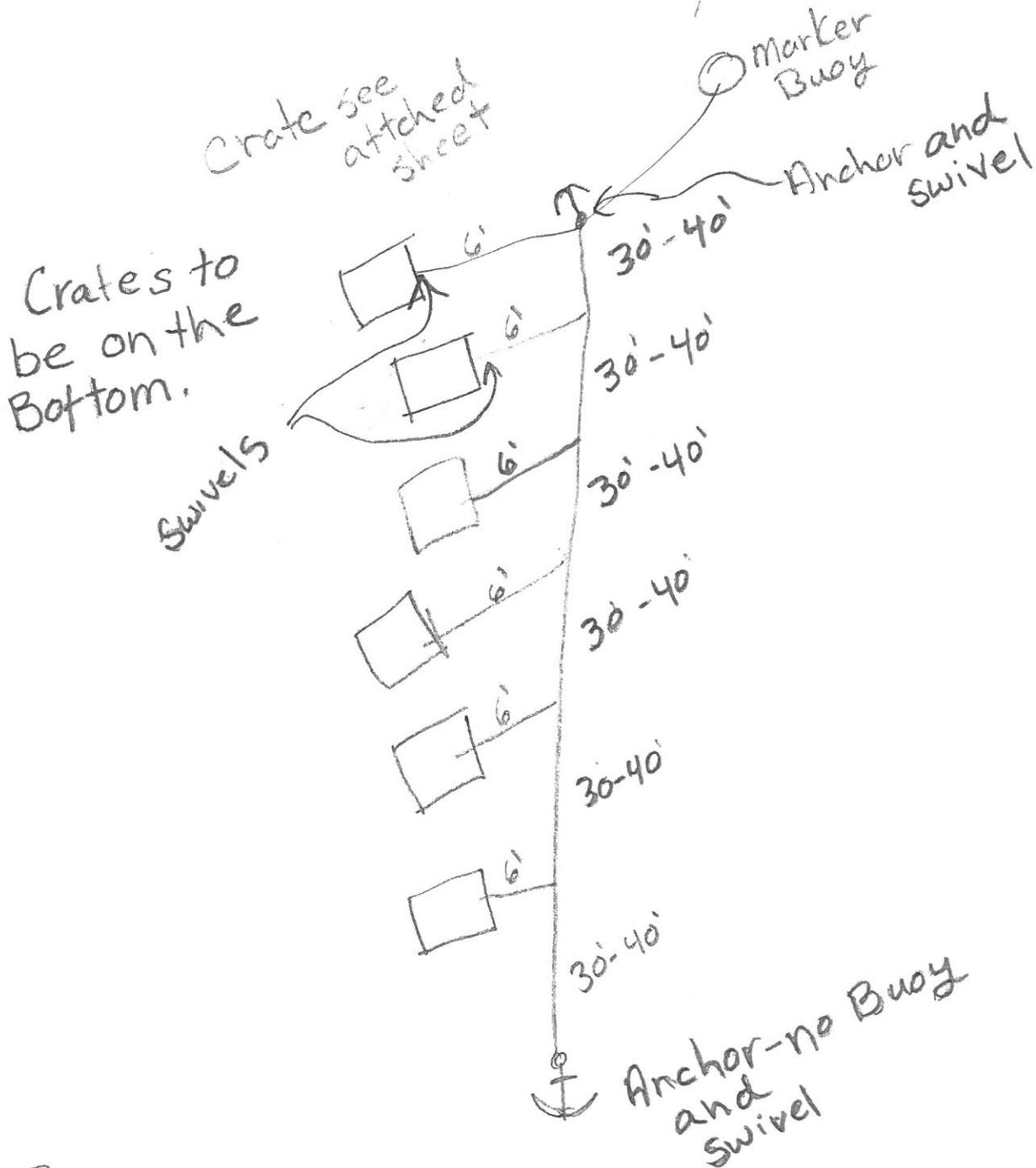
1. Copy of Notice of Intent submitted to the Conservation Commission, or Municipal Wetlands Permit or determination of non-applicability
2. Copy of application to the Corps of Engineers, Section 404 permit or Programmatic General Permit

Michael Rego
508-237-9754
N. Truro

Corner marker


Corner marker


(Shoreline/Beach)



Corner marker (Harbor)

Corner marker

Michael Rego

508-237-9754

N. Truro

Corner Buoy maker;

Anchor mooring block with chain
and $\frac{1}{2}$ " sinking line to marker with swivel

Bottom
Trawl setup:

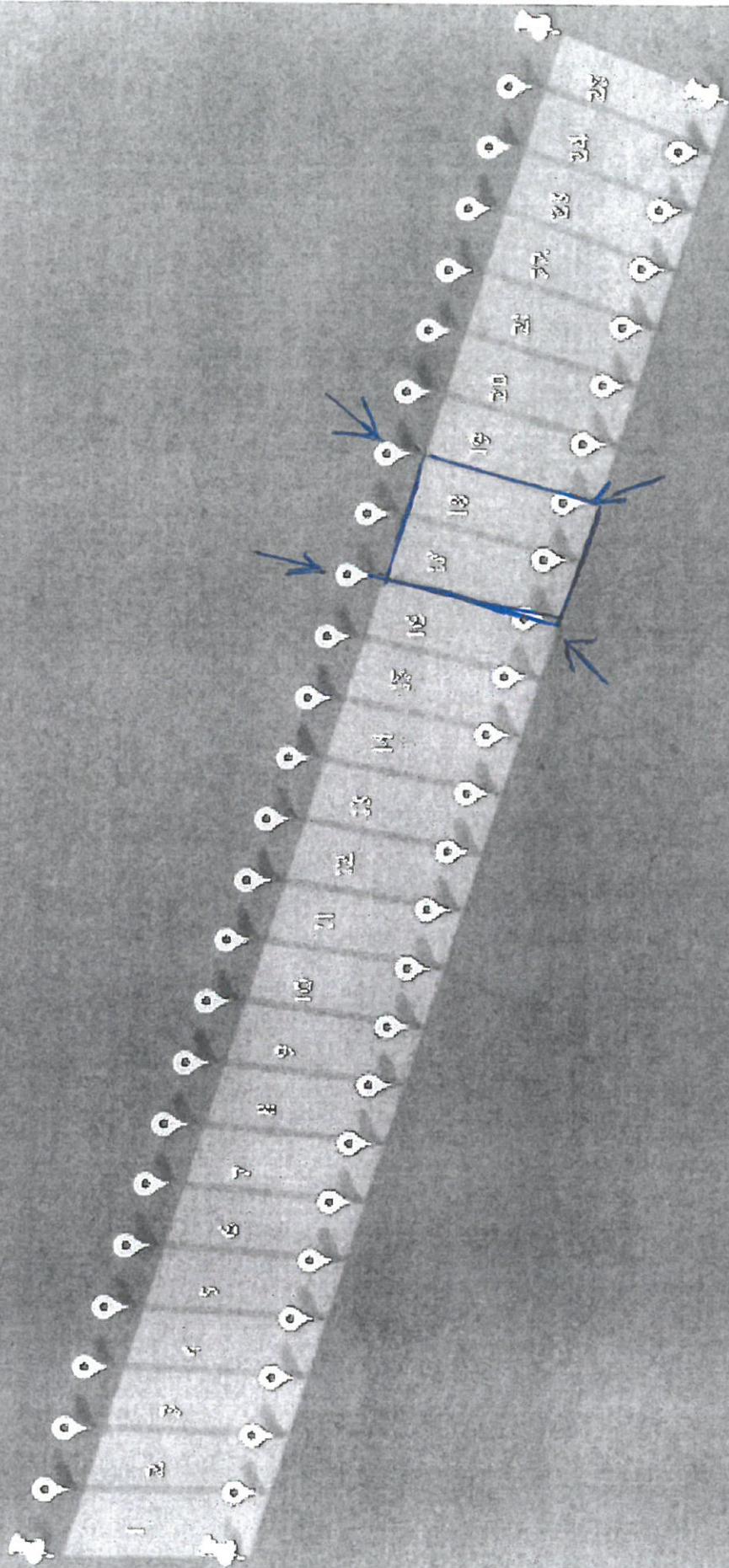
mainline/Buoy line and 6' crate to
main trawl line. All $\frac{1}{2}$ " minimum sinking
line with 500 lb swivel at each crate an anchor.

Winter:

Any vertical lines removed and trawl
setup anchored securely to the bottom

Bottom Planting:

Quahogs will be ground planting
with Protective mesh.





TOWN OF TRURO

P.O. Box 2030, Truro MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505

RECEIVED
SELECTMENS OFFICE
NOV 11 2014
TOWN OF TRURO
MASSACHUSETTS

AQUACULTURE LICENSE APPLICATION

NAME OF APPLICANT: STEVE WISBAUM
MAILING ADDRESS: PO BOX 123, TRURO MA 02666
TELEPHONE: 508 246 5756 E-MAIL ADDRESS: STUFFPHOTO@COMCAST.NET

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

Description: ADA 23-24

PREVIOUS AQUACULTURE EXPERIENCE: ADA II 25

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

TYPES OF SHELLFISH TO BE RAISED: OYSTERS

METHOD OF PROPAGATION: BOTTOM CULTURE

MEANS OF ACCESS: BOAT

EQUIPMENT TO BE USED: BAGS - 1 NEEDED TO
WORK 1000 BAGS FOR 150K OYSTERS/
YR


Signature of Applicant


Signature of Shellfish Warden

11/14/14
Date

11/14/14
Date

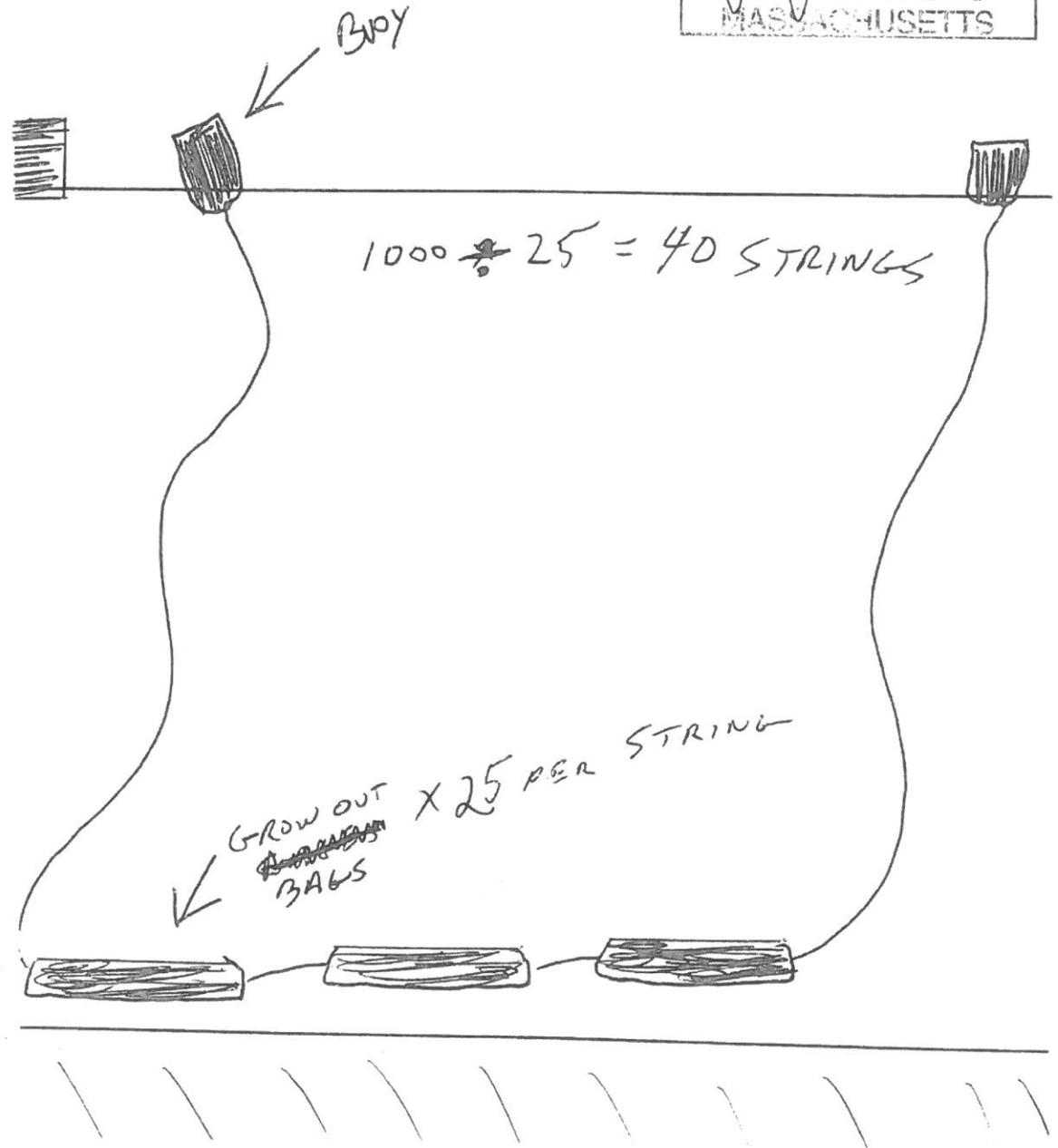
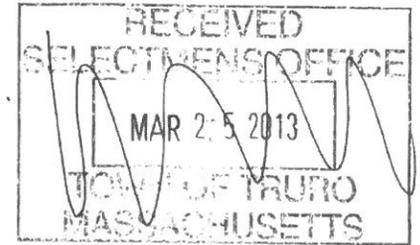
The following information must be included in this application in accordance with the Aquaculture Regulations:

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

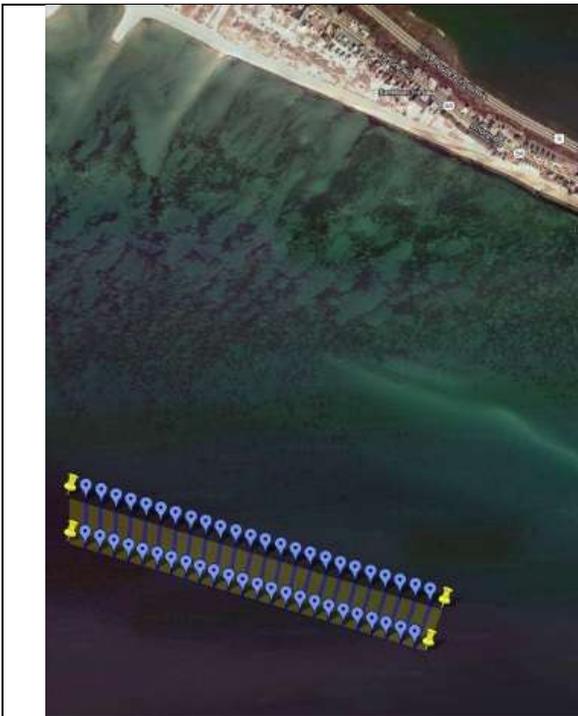
The following documents must be submitted with this application in accordance with the Aquaculture Regulations:

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

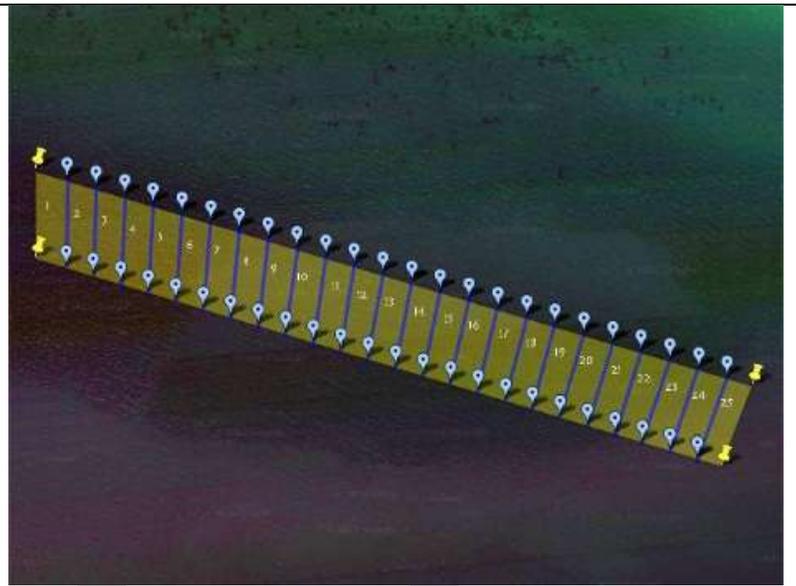
NVA GRANT



Subject to Approval of the Army Corp of Engineers **Agenda Item: 3A3**



Grant Area Overview



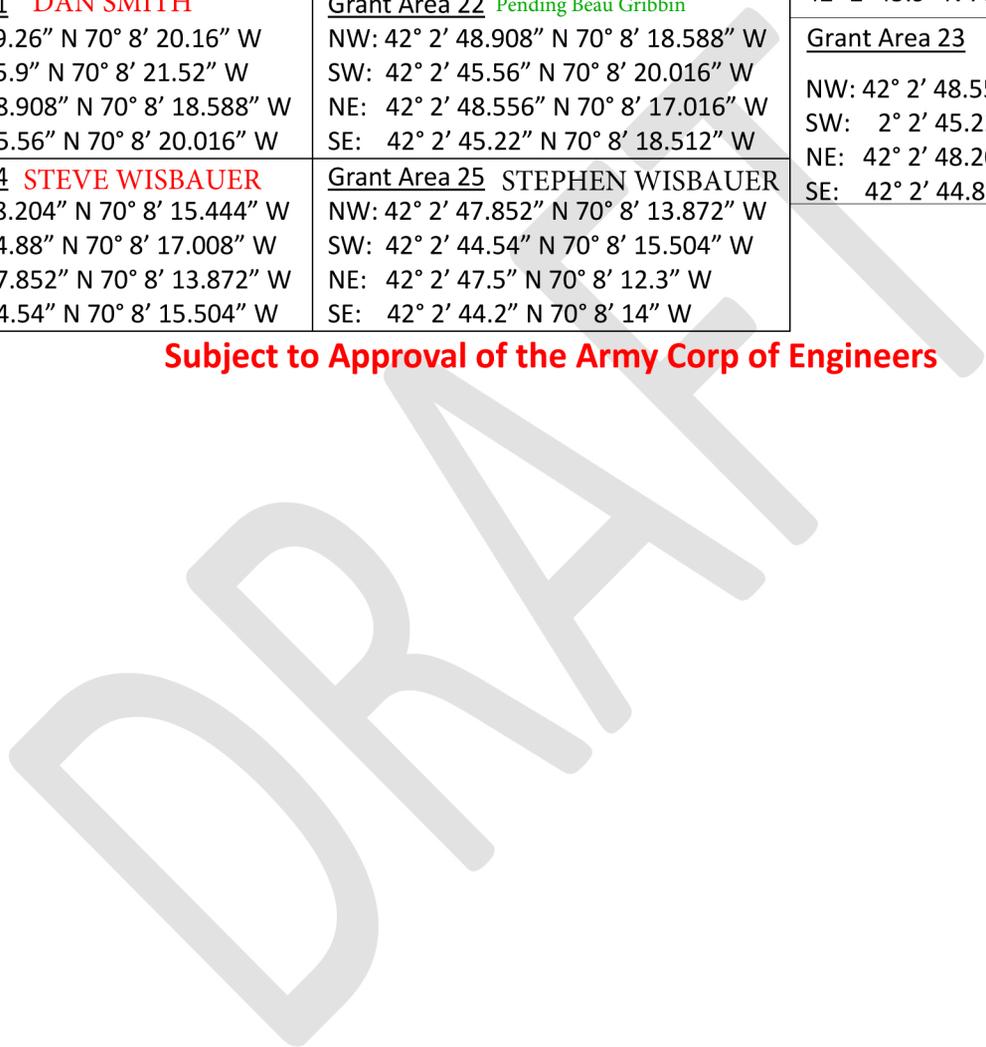
Grant Detail

Locations of Area and Grants

<p><u>Aquaculture Development Area</u> NW: 42° 2' 56.3" N 70° 8' 51.6" W SW: 42° 2' 52.7" N 70° 8' 51.6" W NE: 42° 2' 47.5" N 70° 8' 12.3" W SE: 42° 2' 44.2" N 70° 8' 14.0" W</p>	<p><u>Grant Area 1 DANA PAZOLT</u> NW: 42° 2' 56.3" N 70° 8' 51.6" W SW: 42° 2' 52.7" N 70° 8' 51.6" W NE: 42° 2' 55.948" N 70° 8' 50.028" W SE: 42° 2' 52.36" N 70° 8' 50.096" W</p>	<p><u>Grant Area 2 DANA PAZOLT</u> NW: 42° 2' 55.948" N 70° 8' 50.028" W SW: 42° 2' 52.36" N 70° 8' 50.096" W NE: 42° 2' 55.596" N 70° 8' 48.456" W SE: 42° 2' 52.02" N 70° 8' 48.592" W</p>
<p><u>Grant Area 3 DANA PAZOLT</u> NW: 42° 2' 55.596" N 70° 8' 48.456" W SW: 42° 2' 52.02" N 70° 8' 48.592" W NE: 42° 2' 55.244" N 70° 8' 46.884" W SE: 42° 2' 51.68" N 70° 8' 47.088" W</p>	<p><u>Grant Area 4 DANA PAZOLT</u> NW: 42° 2' 55.244" N 70° 8' 46.884" W SW: 42° 2' 51.68" N 70° 8' 47.088" W NE: 42° 2' 54.892" N 70° 8' 45.312" W SE: 42° 2' 51.34" N 70° 8' 45.584" W</p>	<p><u>Grant Area 5 DANA PAZOLT</u> NW: 42° 2' 54.892" N 70° 8' 45.312" W SW: 42° 2' 51.34" N 70° 8' 45.584" W NE: 42° 2' 54.54" N 70° 8' 43.74" W SE: 42° 2' 51" N 70° 8' 44.08" W</p>
<p><u>Grant Area 6 JEFFREY SOUZA</u> NW: 42° 2' 54.54" N 70° 8' 43.74" W SW: 42° 2' 51" N 70° 8' 44.08" W NE: 42° 2' 54.188" N 70° 8' 42.16" W SE: 42° 2' 50.66" N 70° 8' 42.576" W</p>	<p><u>Grant Area 7 JEFFREY SOUZA</u> NW: 42° 2' 54.188" N 70° 8' 42.16" W SW: 42° 2' 50.66" N 70° 8' 42.576" W NE: 42° 2' 53.863" N 70° 8' 40.596" W SE: 42° 2' 50.32" N 70° 8' 41.072" W</p>	<p><u>Grant Area 8 JEFFREY SOUZA</u> NW: 42° 2' 53.863" N 70° 8' 40.596" W SW: 42° 2' 50.32" N 70° 8' 41.072" W NE: 42° 2' 53.484" N 70° 8' 39.024" W SE: 42° 2' 49.98" N 70° 8' 39.568" W</p>
<p><u>Grant Area 9 WILLIAN & CHERYL SOUZA</u> NW: 42° 2' 53.484" N 70° 8' 39.024" W SW: 42° 2' 49.98" N 70° 8' 39.568" W NE: 42° 2' 53.132" N 70° 8' 37.452" W SE: 42° 2' 49.64" N 70° 8' 38.064" W</p>	<p><u>Grant Area 10 WILLIAM & CHERYL SOUZA</u> NW: 42° 2' 53.132" N 70° 8' 37.452" W SW: 42° 2' 49.64" N 70° 8' 38.064" W NE: 42° 2' 52.78" N 70° 8' 35.88" W SE: 42° 2' 49.3" N 70° 8' 36.56" W</p>	<p><u>Grant Area 11 CHRIS COSTA</u> NW: 42° 2' 52.78" N 70° 8' 35.88" W SW: 42° 2' 49.3" N 70° 8' 36.56" W NE: 42° 2' 52.428" N 70° 8' 34.308" W SE: 42° 2' 48.96" N 70° 8' 35.056" W</p>
<p><u>Grant Area 12 CHRIS COSTA</u> NW: 42° 2' 52.428" N 70° 8' 34.308" W SW: 42° 2' 48.96" N 70° 8' 35.056" W NE: 42° 2' 52.076" N 70° 8' 32.736" W SE: 42° 2' 48.62" N 70° 8' 33.552" W</p>	<p><u>Grant Area 13 SHAWN COSTA</u> NW: 42° 2' 52.076" N 70° 8' 32.736" W SW: 42° 2' 48.62" N 70° 8' 33.552" W NE: 42° 2' 51.724" N 70° 8' 31.163" W SE: 42° 2' 48.28" N 70° 8' 32.048" W</p>	<p><u>Grant Area 14 SHAWN COSTA</u> NW: 42° 2' 52.076" N 70° 8' 32.736" W SW: 42° 2' 48.62" N 70° 8' 33.552" W NE: 42° 2' 51.724" N 70° 8' 31.163" W SE: 42° 2' 48.28" N 70° 8' 32.048" W</p>

<p><u>Grant Area 15</u> FRANK CARPENTER NW: 42° 2' 51.372" N 70° 8' 29.592" W SW: 42° 2' 47.94" N 70° 8' 30.544" W NE: 42° 2' 51.02" N 70° 8' 28.02" W SE: 42° 2' 47.6" N 70° 8' 29.04" W</p>	<p><u>Grant Area 16</u> FRANK CARPENTER NW: 42° 2' 51.02" N 70° 8' 28.02" W SW: 42° 2' 47.6" N 70° 8' 29.04" W NE: 42° 2' 50.668" N 70° 8' 26.448" W SE: 42° 2' 47.26" N 70° 8' 27.536" W</p>	<p><u>Grant Area 17</u> MIKE REGO NW: 42° 2' 50.668" N 70° 8' 26.448" W SW: 42° 2' 47.26" N 70° 8' 27.536" W NE: 42° 2' 50.316" N 70° 8' 24.876" W SE: 42° 2' 46.92" N 70° 8' 26.032" W</p>
<p><u>Grant Area 18</u> MIKE REGO NW: 42° 2' 50.316" N 70° 8' 24.876" W SW: 42° 2' 46.92" N 70° 8' 26.032" W NE: 42° 2' 49.964" N 70° 8' 23.304" W SE: 42° 2' 46.58" N 70° 8' 24.528" W</p>	<p><u>Grant Area 19</u> LINDELL & SMALL NW: 42° 2' 49.964" N 70° 8' 23.304" W SW: 42° 2' 46.58" N 70° 8' 24.528" W NE: 42° 2' 49.612" N 70° 8' 21.732" W SE: 42° 2' 46.24" N 70° 8' 23.024" W</p>	<p><u>Grant Area 20</u> LINDELL & SMALL move to ADA #19 ADA #20 -DAN SMITH NW: 42° 2' 49.612" N 70° 8' 21.732" W SW: 42° 2' 46.24" N 70° 8' 23.024" W NE: 42° 2' 49.26" N 70° 8' 20.16" W SE: 42° 2' 45.9" N 70° 8' 21.52" W</p>
<p><u>Grant Area 21</u> DAN SMITH NW: 42° 2' 49.26" N 70° 8' 20.16" W SW: 42° 2' 45.9" N 70° 8' 21.52" W NE: 42° 2' 48.908" N 70° 8' 18.588" W SE: 42° 2' 45.56" N 70° 8' 20.016" W</p>	<p><u>Grant Area 22</u> Pending Beau Gribbin NW: 42° 2' 48.908" N 70° 8' 18.588" W SW: 42° 2' 45.56" N 70° 8' 20.016" W NE: 42° 2' 48.556" N 70° 8' 17.016" W SE: 42° 2' 45.22" N 70° 8' 18.512" W</p>	<p><u>Grant Area 23</u> STEVE WISBAUER NW: 42° 2' 48.556" N 70° 8' 17.016" W SW: 42° 2' 45.22" N 70° 8' 18.512" W NE: 42° 2' 48.204" N 70° 8' 15.444" W SE: 42° 2' 44.88" N 70° 8' 17.008" W</p>
<p><u>Grant Area 24</u> STEVE WISBAUER NW: 42° 2' 48.204" N 70° 8' 15.444" W SW: 42° 2' 44.88" N 70° 8' 17.008" W NE: 42° 2' 47.852" N 70° 8' 13.872" W SE: 42° 2' 44.54" N 70° 8' 15.504" W</p>	<p><u>Grant Area 25</u> STEPHEN WISBAUER NW: 42° 2' 47.852" N 70° 8' 13.872" W SW: 42° 2' 44.54" N 70° 8' 15.504" W NE: 42° 2' 47.5" N 70° 8' 12.3" W SE: 42° 2' 44.2" N 70° 8' 14" W</p>	

Subject to Approval of the Army Corp of Engineers





TOWN OF TRURO

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

REGULATIONS FOR AQUACULTURE LICENSES

Adopted by the Board of Selectmen March 20, 2012
with amendments through May 22, 2013; April 8, 2014

GENERAL

The following regulations are promulgated in compliance with MGL Ch 130 ss 57-68 for the establishment of Aquaculture License Sites within the boundaries of the Town of Truro. These regulations are in addition to other shellfish regulations approved by the Board of Selectmen (Board). Compliance with relevant statutes and regulations will ensure the orderly and successful implementation of the polices established by the Board in conjunction with the Massachusetts Division of Marine Fisheries (Division).

1. Shellfish licenses may be awarded to Truro residents who can show to the satisfaction of the licensing authority that they are bona fide domiciled residents of the Town of Truro.
2. Applications desiring a license shall be required to complete and submit all information required on the Town's approved application form.
3. License applications shall be considered on a first-come, first-served basis within the limitations of acceptable and available areas. The Shellfish Warden shall make recommendations to the Shellfish Advisory Committee on those areas. The Board of Selectmen may issue a moratorium on license approvals at any time this action is deemed appropriate and in the best interest of the town.
4. Licenses approved shall be subject to certification by the Division of Marine Fisheries in compliance with Chapter 130 of MGL and 322 CMR 7.01 (4) and be licensed by the Army Corps of Engineers in compliance with Section 404 of the Army Corp of Engineers.

APPLICATION

Applications for aquaculture licenses shall be submitted on the Town's Application for Shellfish License form. Each application shall include, but not be limited to, the following items, as promulgated by the Division of Marine Fisheries:

- 1.) Detailed site plan including latitude and longitude of corners (meters & bounds)
- 2.) Geophysical site characteristics
- 3.) Benthic habitat conditions
- 4.) Proposed species, quantities and densities
- 5.) Proposed physical structures

- 6.)Proposed method and details of access to the site
- 7.)Evidence of Municipal Wetlands permit or determination of non-applicability
- 8.)Evidence of application for Corps of Engineers, section 404 Permit or Programatic General Permit

5. For the license application within the designated Aquaculture Development Area (ADA) designated by the Board of Selectmen the application shall provide the exact location of the individual one acre site or sites and acreage which is requested.

After consultation with the Shellfish Advisory Committee, the Shellfish Warden may recommend a different size grant than that for which an applicant has applied depending on the Warden's assessment of the applicant's experience, resources, available time to farm and his/her best estimate of the overall demand for the sites. License sites will require approval from the Board of Selectmen.

6. Following receipt of the acceptable and complete license application, the Board of Selectmen shall establish a public hearing date. At least fourteen (14) days prior to the hearing the Board shall take necessary action to publish a legal notice before the hearing in a newspaper with local distribution. In addition, a hearing notice shall be posted at the Town Hall and two other places in Truro.

7. The license permit application may be subject to review by the Shellfish Warden, the Shellfish Advisory Committee and by the Truro Conservation Commission,

8. The Board of Selectmen shall hold a public hearing and either tentatively approve or deny the license.

A. If the license site has been inactive for a period of more than two years the Shellfish Warden shall make an inspection of the license area together with the Division of Marine Fisheries which shall prepare a written report on the standing shellfish within the license area in order to determine productivity of the site

B. If the license is approved, the Selectmen shall issue a license permit and license number in accordance with established regulations. Final location of the license is subject to decision by the Board.

9. First-time license application may be approved for a two-year period. The license holder shall provide information concerning license activities. An effort toward production is required. Subsequent license renewals may be for five-year periods. Renewal applications for initial two-year licenses may be made for five-year periods. Renewal applications for initial two-year licenses may be requested during the second year of operation. Renewal applications for established licenses may be made at any time following the first three years prior to the end of the five-year period. Renewals shall be subject to approval by the Board of Selectmen with recommendations by the Shellfish Warden.

10. Annual reporting shall be completed on forms provided by the Shellfish Warden to each license holder on or before December 31 of each year for the previous year's effort. Within a reasonable amount of time, the Shellfish Warden shall review the license report submitted by the license holders and submit a copy of said report to the Board of Selectmen. The license holder shall produce documents at the request of the Shellfish Warden showing shellfish purchase and sales slips.

11. Each license shall be reviewed annually by the Board of Selectmen and the Shellfish Warden involving a review of the license holder's yearly production report. If it cannot be shown by the license holder that a reasonable amount of shellfish has been produced on the license area during the preceding year the license may be deemed forfeited by the Board of Selectmen. As a minimum for the purposes stated a reasonable amount shall not be less than the statutory requirements as set forth by Section 65 of MGL Chapter 130. Applicant shall be responsible for state reports.

REQUIREMENTS

12. Licenses shall not be transferred or sublet; the license is to be worked by the license holder and immediate family; exceptions may be permitted for reasons of hardship. Employees of the license holder may be permitted to conduct aquaculture operations with the permission of the Shellfish Warden.

13. It is the responsibility of the license holder to comply with all relevant sections of the General laws; Division of Marine Fisheries regulations and the Department of Public Health regulations regarding handling transport and sale of shellfish grown on the license site including permits for possession of seed and sale and processing as described in 105 CMR 533 and 322 CMR 15.

14. It shall be unlawful for the license holder to take seed shellfish from any waterway in the Town of Truro without written permission from the Board of Selectmen. {Amended 05-22-13}

15. It shall be unlawful for any license holder to transfer to or from the licensed site any contaminated shellfish. Any Shellfish transferred to a licensed site must come from the hatcheries certified by the Division as disease-free.

16. The Town Shellfish Warden shall be notified prior to any transfer of shellfish, stating that the location and name of the company from which the shellfish are purchased, the date of the transfer and proof of certification.

17. The Town of Truro reserves the right to obtain samples of any shellfish from the license area for the purpose of certified testing for disease.

18. The Shellfish Warden shall have authority to inspect the license area including the contents of all boxes or other containers at any time.

19. The license holder shall assume liability for all boxes, racks, etc used in shellfish farming. If any boxes, rack, etc. are moved by a storm or other event to a location off the licensed site, it shall be the responsibility of the license holder to remove it. If within three weeks the license holder has not complied with this requirement, the Town, through the Shellfish Warden may cause such boxes, racks, etc. to be removed and may bill the license holder. For purposes of identification, each box, rack, etc. used by the individual license holder shall bear the Truro Aquaculture license site number. When a license is discontinued or terminated for any reason, the license holder shall be required to remove all boxes, racks, pens, boundary markers, etc from the waters and substratum within thirty (30) days of the license expiration date. Any and all equipment not removed within thirty (30) days may be recovered by the Town through the Shellfish Warden at the license holder's expense.

20. License holders shall be responsible for affixing permanent markers to the four corners of their licensed site after the license is issued. Each marker shall display the number of the license site, as prescribed by the Board in compliance with the statutory requirements.

21. Inasmuch as this ADA lies within a Critical Habitat area for marine mammals all floating gear which is affixed to the bottom shall be in compliance with the provisions and requirements of the Massachusetts Division of Marine Fisheries. This shall include marker buoys, and their attachment lines. There shall be compliance with any Department of Marine Fisheries or NOAA Regulations promulgated in the future to further the goals of the Federal Marine Mammal Protection Act. 22. A five foot long sleeved enclosure shall be installed immediately below the buoy on any permanent mooring line and marker buoy lines (not gangions) to prevent entanglement with sea turtles between May 15th and December 31st.

23. For retrieving fixed gear on bottom one line per acre with a 600 lbs. breakaway link or ROABS (ropes of appropriate breaking strength per ALWTRP) to shellfish bags, cages, or containers at the shallowest depth of the lease for the purposes of retrieving marketable product.

24. An area of twenty five (25) feet inside the perimeter of the license site abutting another site shall remain unobstructed for passage of others.

25. Should license boundary disputes arise among license holders, they shall first take their dispute to the Shellfish Warden for resolution. Should this prove unresolved, the Board of Selectmen may require an engineered survey of the licenses in question. Such survey would be performed at the license holder's expense.

26. No persons may moor a vessel within twenty-five (25) feet, at rest, of a licensed site area.

FEES

27. An annual license fee of \$25.00 per acre shall be paid by the license holder, payable on or before April 1 of each year. If the fee is not paid within six months after it becomes due the license shall be forfeited.

28. The license holder shall acquire performance insurance for the value of \$200 per acre of licensed area or part thereof to ensure compliance with Section 20 regulations. { Amended 05-22-13 }

29. A \$25 application fee for the public hearing shall be payable at the time of submission of the application to the Board.

30. A fee of \$25 per acre or part thereof shall be payable at the time of license approval. An annual license fee of \$25.00 per acre shall be paid by the license holder, payable on or before April 1 of each year thereafter. If the fee is not paid within 6 months after it is due, the license shall be deemed forfeited.

31. Other fees may apply for the issuance of State or Federal permits.

Submitted for consideration by Truro Shellfish Advisory Committee, February 21, 2012. Went into effect March 20, 2012; amended May 22, 2013; amended April 8th, 2014

Jay Coburn, Chairman

Breon N. Dunigan, Vice-Chairman

Janet W. Worthington, Clerk

Robert Weinstein

Paul Wisotzky
Board of Selectmen
Town of Truro

AGENDA ITEM: 3A5

Regular Monthly Truro Shellfish Advisory Committee Meeting November 14, 2014

Members present: Tom Kane, Nick Brown, Scott Lindell (via phone), Steve Wisbauer, Tony Jackett (Shellfish Constable), Ansel Chaplin and Dan Smith.

Previous minutes from October 3, 2014: Nick made a motion to approve amended minutes from October 3, Steve seconded, and the motion passed unanimously.

Discussion of ADA bonds and/or escrow accounts: Trudy Brazil discussed three “potential” options recommended for the ADA. First, establish an escrow account whereby license holders would put a set amount of money into an interest bearing account. Second, establish a receipt reserved account whereby grant holders would pay an annual fee, and the money would be accessible annually per town accounting practices. Third, create an “operating budget” for the Shellfish Advisory Committee. Dan Smith suggested that yet another option could be some sort of co-op for the grant holders that would make purchasing a larger bond more feasible. Discussion ensued. Steve made a **motion** to not make any decisions right now, but to continue to do research that will lead to a final plan. Nick **seconded** the motion, and the motion **passed** unanimously.

Discussion of decision to recommended fees and schedule of shellfishing permits: Committee members attended a recent Board of Selectmen meeting and presented our recommendations for amended fees and schedule of shellfishing permits. The Board was pleased with our suggestions, but also had a few of their own suggestions. They encouraged us to look at how much revenue shellfish licenses bring in versus how much it costs to actually run the department. They suggested making the license fee \$20 rather than \$15 to help increase revenue, and changing the lifetime age from 59 to 62.

Steve made a **motion** to accept the changes made to the regulations, and the **motion** passed unanimously.

Tony would like to have the additional revenue generated by the fees increases earmarked for the use by the Shellfish Department. He suggested the establishment of a receipt reserved account for the Shellfish Department.

Scott made a **motion** to recommended the increased fees from 2014 to 2015 licensing be earmarked for use by the Shellfish Department. The **motion** passed unanimously.

Review of pending ADA grant applications, ADA fees, and wait-list procedure for new applicants: Three new applications were submitted for review and consideration: Dan Smith is seeking 3 acres, Mike Rego is seeking 2 acres, and Steve Wisbauer is seeking 4 acres. There are only 7 acres available at the moment. After discussion, the committee decided to recommend to give each applicant a

chance to get in the water and as long as they are planning on using sunken gear. Scott made a **motion** to give Dan grant #'s 20 + 21, Mike #'s 17 +18, Steve #'s 23 +24, and to move the "experimental" grant to # 19. Nick seconded the motion, and the **motion** passed 4-0, while Dan and Steve abstained.

Ansel requested that Tony obtain an activity report from current Grant Holders for 2014 activity. He suggested that it be due on or before January 1, 2015. With the committees recommendation to approve the grants, all but one acre will be allocated to grant holders. Because all 25 acres are occupied, we would like to see a 2014 activity report from current grant holders to see if and how they are being used. Lack of activity is apparent, the committee would like to know why and if the grant holder intends to use their grant or not. If not, we would like to be able to look into finding new applicants who will actually use the ADA. Nick would like to establish a waiting list, by date as new applications come in. Steve and Dan would be first on the list.

Ansel made a **motion** to adjourn. Steve seconded, and the **motion** passed unanimously.

From: Scott Lindell <slindell@mbi.edu>**To:** Nicole Tudor <ntudor@truro-ma.gov> **Cc:** Steve Small

, Tony Jackett <harbormaster@truro-ma.gov>, Parker

Date: 01/03/2015 08:46 PM**Subject:** confirmation of ADA lease move**Agenda Item: 3A6**

Nicole,

Just confirming that we will be moving our 1 acre lease from #20 to #19 to make room for contiguous 2 acres for Dan Smith.

Scott

Scott Lindell

Director, Scientific Aquaculture Program

316 Marine Resources Center

Marine Biological Laboratory

7 MBL St.

Woods Hole, MA 02543

http://hermes.mbl.edu/research/resident/lab_lindell.html<http://www.mbl.edu/mrc/about/staff/lindell/>



TOWN OF TRURO
P.O. Box 2030, Truro MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505

AQUACULTURE LICENSE

Number 20

We, the Truro Board of Selectmen, in accordance with the provisions of Chapter 130 of the General Laws, and all other powers thereto enabling, do grant to Scott Lindell and Parker Small of Truro, Massachusetts, for the term of 2 years, beginning September 24th, 2013 a license to plant, grow, cultivate and harvest shellfish at all times during the term of this license in and upon the flats and waters situated in Cape Cod Bay, on a certain parcel of land bounded and

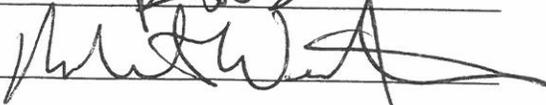
described as follows:

NW 42° 2' 49.612" N / 70° 8' 21.732" W;
SW 42° 2' 46.24"N/ 70 °8' 23.024 " W;
NE 42° 2' 49.26" N/ 70° 8' 20.16 " W;
SE 42° 2' 45.9" N/ 70° 8' 21.52" W

The above described parcel contains an area of 1 acre, more or less, and is shown on a plan dated August 29th, 2013.

This license is granted under the provisions of MGL Chapter 130 and in accordance with the Aquaculture Regulations of the Town of Truro, which are made a part hereof by reference.



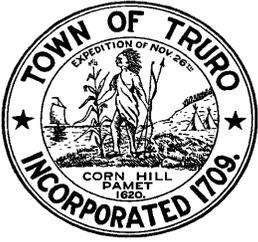






Board of Selectmen
Town of Truro

September 24th, 2013
Date



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Office of the Board of Selectmen

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: Board of Selectmen Meeting January 27, 2015

ITEM: Review and Approve the application to serve from Roberta Lema, as the Finance Committee representative member to the SMART/PAYT Committee.

EXPLANATION: Roberta Lema submitted an application to serve, on January 12, 2015 for appointment to the SMART/PAYT Committee as the Finance Committee Representative. The Truro Board of Selectmen established the AdHoc Committee with membership that includes a representative from the Finance Committee to be appointed by the Board of Selectmen.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Currently the SMART/PAYT Committee has a vacancy for the Finance Committee Representative, if not approved; this vacancy will not be filled.

SUGGESTED ACTION: *MOTION TO Approve Roberta Lema to the SMART/PAYT Committee as the Finance Committee Representative for a term until May 1, 2015.*

ATTACHMENTS:

1. Application to Serve –Roberta Lema



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: ROBERTA LEMA HOME TELEPHONE: Personal Information Redacted

ADDRESS: #2 TRURO CENTER RD WORK PHONE: Box 1063

MAILING ADDRESS: Box 1063 E-MAIL: Personal Information Redacted

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

Money and Reduce Trash / PAYT - Pay as you Throw.

SPECIAL QUALIFICATIONS OR INTEREST: ITsked to SERVE AS
member from The Finance Board

COMMENTS: _____

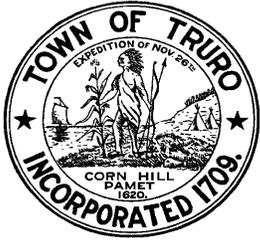


SIGNATURE: Roberta Lema DATE: 1/7/15

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

SIGNATURE: [Signature] DATE: 1/12/15

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



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Fire Department

REQUESTOR: Chief Brian Davis, Fire Department

REQUESTED MEETING DATE: Board of Selectmen Meeting January 27, 2015

ITEM: Review and Approve new Call Fire Department member, Drew Toma .

EXPLANATION: Appointment to the Call Department: Drew Toma. Drew will be attending the Barnstable Fire Academy as soon as possible.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Mr. Toma will not be able to attend the upcoming Fire Academy and will not be on the Call Fire Department.

SUGGESTED ACTION: MOTION TO approve Drew Toma on the Call Fire Department.

ATTACHMENTS: N/A



Agenda Item: 5B

TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Charter Review Committee

REQUESTOR: Phil Smith, Chair c/o Charleen Greenhalgh

REQUESTED MEETING DATE: January 27, 2015

ITEM: Charter Amendments for 2015 ATM Warrant

EXPLANATION: An initial discussion and vote was held on December 16, 2014. Four (4) proposed articles were tabled for additional information/clarification from Town Counsel regarding “strong” vs. “weak” Chief. In addition to Town Counsel’s opinion letter of December 30, 2014 (attached), Counsel also provided that:

“The proposed Charter change, if passed, would be valid and not conflict with the provisions of Massachusetts General Laws Ch. 41, Section 97, the so-called weak chief statute concerning the Police Chief. The Board of Selectmen would retain policy setting authority per 4-2-1 of the Charter with the Town Administrator providing direction/day-to-day “oversight.” This arrangement would be valid pursuant to Chapter 43B, Section 20 as noted in my letter of December 30, 2014.”

In addition, Counsel provided that:

“The Fire Chief is also the so-called “weak Chief” pursuant to the provisions of Mass. General Laws, Chapter 48, Section 42A based on the approval of Article 19 from the April 2012 Annual Town Meeting. If the proposed Charter change passes, the situation concerning the Fire Chief would be the same as the Police Chief as I outlined previously.”

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Charter Changes would not move forward for Town Meeting Vote.

SUGGESTED ACTION: MOTION TO approve the Charter Amendment articles for inclusion in the 2015 Annual Town Meeting Warrant.

ATTACHMENTS: 1. proposed amendments from the Charter Committee [Articles (6) – (9)];
2. questions sent to Town Counsel; and
3. Town Counsels December 30, 2014 Opinion Letter.

Proposed Charter Amendments for 2015 ATM – January 27, 2015

Proposed Articles (1) – (5) were approved on December 16, 2014 for inclusion on the 2015 ATM Warrant

Article (6) : To see if the Town will vote to amend Section 4-3-1 of the Town Charter by making the following changes (language to be removed in ~~strike-out~~):

- 4-3-1 The Board of Selectmen shall appoint:
 - Town Administrator
 - ~~Public Safety Personnel:~~
 - Police Chief ~~and Officers~~
 - Fire Chief
 - ~~Civil Defense Director~~
 - Constables
 - Town Counsel

And further, in Appendix B, Part 2, make the following changes:

- ~~Police Chief and Officers~~
- Fire Chief
- Constable
- ~~Civil Defense Director~~

Article (7) : To see if the Town will vote to amend Section 5-4-3 of the Town Charter by making the following changes (language to be removed in ~~strike-out~~):

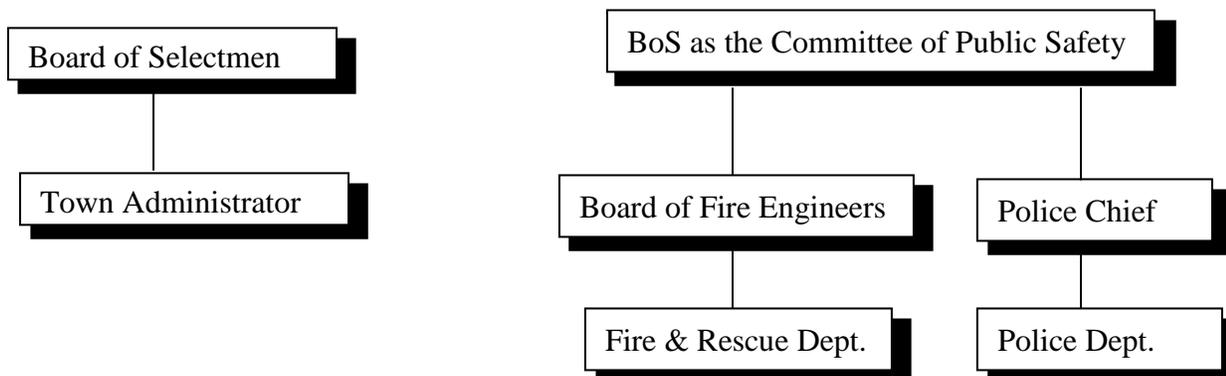
- 5-4-3 After consultation with the appropriate elected officials, supervisors, department heads or multi-member bodies, the Town Administrator shall appoint all full-time, part-time or seasonal employees, except those of ~~the Police Department, the Fire Department or~~ the School Department.

Article (8) : To see if the Town will vote to amend the Town Charter by adding a new Section 5-5-5(new language shown in ***bold italics***):

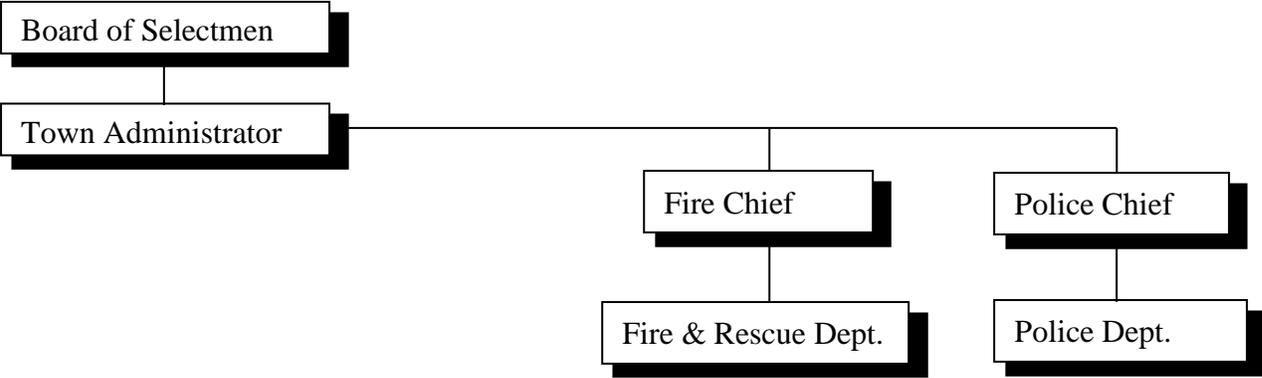
5-5-5 The Town Administrator shall regularly provide direction to all department heads and officials mentioned in Section 5-4-2 of the Charter, as well as the Police Chief and the Fire Chief. All such employees shall receive an annual performance review from the Town Administrator.”

Article (9): To see if the Town will vote to amend the Town Charter, Appendix B, Part 3 Departmental Chart by changing the title to “Appendix B, Part 3 Reporting Responsibilities” and deleting the “BoS as the Committee of Public Safety” and by having the “Police Chief” and the “Fire Chief” report to the Town Administrator.

COMMENTS: Portion of the Existing Appendix B, Part 3 Departmental Chart:



Portion of new proposed *Appendix B, Part 3 Reporting Responsibilities*, showing proposed changes:



Questions relative to Proposed Charter Amendments (6 – 9) for 2015 ATM

The Board of Selectmen tabled Articles 6 – 9 for further information. Below in **RED**, are the questions.

Question 1): One of the main questions raised by the Board of Selectmen at the December 16, 2014 meeting had to do with the Weak Chief vs Strong Chief (see a and b below). In your October 8, 2014 review you commented that:

When a town establishes a police department, it may utilize either of two statutes – the so-called “weak chief” statute, Mass. Gen. Laws ch. 41, §97, amended by St.1977, c. 246, §2, or the so-called “strong chief” statute. Mass. Gen. Laws ch. 41, §97A amended by St.1975, c. 336. The same alternatives exist for the Fire Chief. Mass. Gen. Laws ch. 48, §42, amended by St.1981, c. 322; Mass. Gen. Laws ch. 48, §42A, added by St.1973, c. 1048, §2. If my memory serves me correctly, Truro has a “strong” Police Chief and a “weak” Fire Chief.

- a. Would the proposed changes to the charter change the Police Chief from a “Weak Chief” to a “Strong Chief”?**
- b. In either case, would the Policy setting for the Police (and the Fire Department) change to the Town Administrator, or would it be retained by the Board of Selectmen? It was clear at the December 16 meeting, that the Board of Selectmen wanted to retain Policy setting authority for both the Police and Fire Departments, but that day-to-day “oversight” would then fall under the Town Administrator.**

Article (6): To see if the Town will vote to amend Section 4-3-1 of the Town Charter by making the following changes (language to be removed in ~~strike-out~~):

- 4-3-1 The Board of Selectmen shall appoint:
- Town Administrator
 - ~~Public Safety Personnel~~
 - ~~Police Chief and Officers~~
 - Fire Chief
 - ~~Civil Defense Director~~
 - Constables
 - Town Counsel

Question 2) While reviewing the proposed changes to Article (6) it was realized that amendments to Appendix B would also be in order as follows:

And further, in Appendix B, Part 2, make the following changes:

- Police Chief ~~and Officers~~**
- Fire Chief**
- Constable**
- ~~Civil Defense Director~~**

Is this correct?

Article (7): To see if the Town will vote to amend Section 5-4-3 of the Town Charter by making the following changes (language to be removed in ~~strike-out~~):

- 5-4-3 After consultation with the appropriate elected officials, supervisors, department heads or multi-

member bodies, the Town Administrator shall appoint all full-time, part-time or seasonal employees, except those of ~~the Police Department, the Fire Department or~~ the School Department.

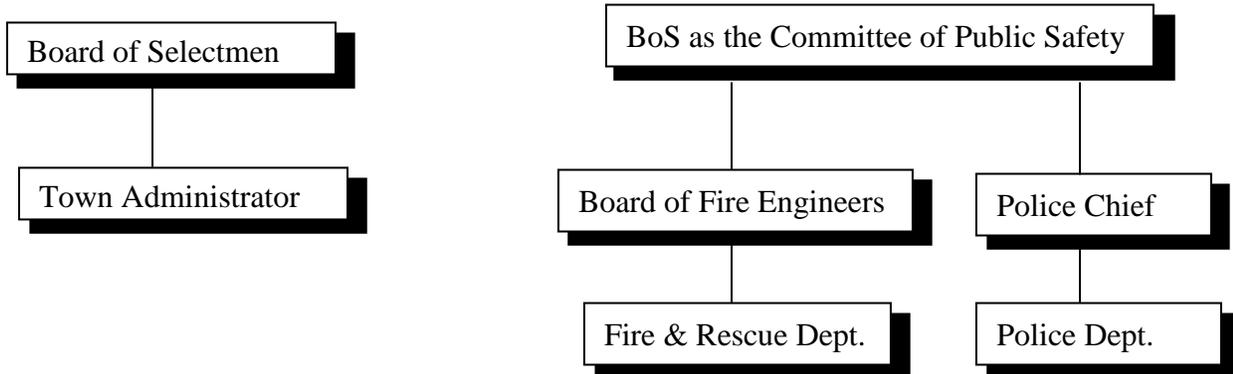
Article (8): To see if the Town will vote to amend the Town Charter by adding a new Section 5-5-5(new language shown in ***bold italics***):

5-5-5 The Town Administrator shall regularly provide direction to all department heads and officials mentioned in Section 5-4-2 of the Charter, as well as the Police Chief and the Fire Chief. All such employees shall receive an annual performance review from the Town Administrator.”

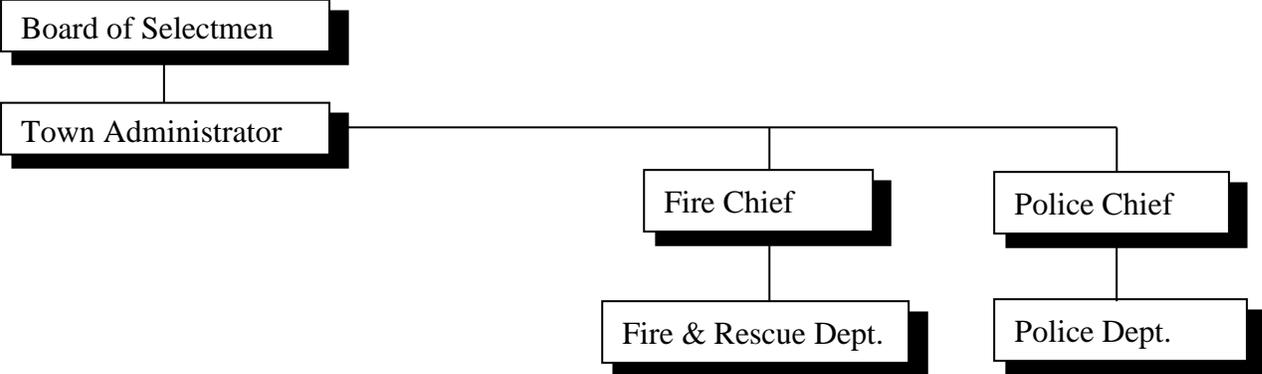
Question 3) In your December 2, 2014 opinion letter, it was suggested that the language be changed to “department heads and officials”. The Board wanted to know what meant by the inclusion of “and officials”, who or what would this actually cover? (Should it perhaps read, “department heads and other employees”, as some of those positions listed under 5-4-2 are not department head positions?

Article (9): To see if the Town will vote to amend the Town Charter, Appendix B, Part 3 Departmental Chart by changing the title to “Appendix B, Part 3 Reporting Responsibilities” and deleting the “BoS as the Committee of Public Safety” and by having the “Police Chief” and the “Fire Chief” report to the Town Administrator.

COMMENTS: Portion of the Existing Appendix B, Part 3 Departmental Chart:



Portion of new proposed *Appendix B, Part 3 Reporting Responsibilities*, showing proposed changes:



ZISSON & VEARA, P.C.

ATTORNEYS AT LAW

828 MAIN STREET

DENNIS, MASSACHUSETTS 02638

TELEPHONE (508) 385-6031

FAX (508) 385-6914

MAILING ADDRESS: P.O. BOX 2031, DENNIS, MA 02638-0043

E. JAMES VEARA
PAUL V. BENATTI
CHRISTOPHER A. VEARA

RICHARD L. ZISSON
(1942-2006)

EDWARD E. VEARA
RETIRED

December 30, 2014

Via Email and First Class Mail

Ms. Charleen Greenhalgh
Assistant Town Administrator
P. O. Box 2030
Truro, Massachusetts 02666

**Re: Charter Amendment Questions
Our File #12860**

Dear Ms. Greenhalgh:

I received the Board of Selectmen's questions which you forwarded, and I will try to answer them in the order in which they were presented.

POLICE CHIEF/FIRE CHIEF

In my December 2, 2014 letter, I reviewed two proposed Charter amendments which dealt with the positions of Police Chief and Fire Chief, and I will assume that the text of the proposed amendments has not changed. The two changes will have the Town Administrator (or Town Manager) appoint the members of the Police Department and the Fire Department and will have the "Town Administrator ... regularly provide direction to ... the Police Chief and Fire Chief."

The phrase "shall regularly provide direction to" the chiefs is somewhat uncertain. Its meaning can range from avuncular advice to close administrative supervision. I will assume, however, that the intended meaning is closer to the latter.

The first question in your December 23, 2014 letter was whether the adoption of the proposed amendments would convert the Police Chief's position from a weak chief to a strong chief. I think the order was inadvertently reversed, for the Police Chief, I believe, is a strong chief.

ZISSON & VEARA, P.C.

I have sent along copies of the weak chief and strong chief statutes. With respect to the Police Chief, the weak chief statute, Mass. Gen. Laws ch. 41, § 97, amended by St.1997, c. 246, § 2, provides that it is the Board of Selectmen that directs the Police Department and establishes regulations for the Department's operations. The strong chief statute, Mass. Gen. Laws ch. 41, § 97A, amended by St.1975, c. 336, on the other hand, provides that it is the Police Chief who exercises Department supervision and who, subject to the selectmen's approval, establishes the Department's operational regulations.

The proposed amendment will render the Police Chief subject to the regular administrative control of the Town Administrator – an arrangement closer to the weak chief statute although neither statute refers to a Town Administrator. Nevertheless, so long as a town acts through a Charter, it can determine how offices will be filled, and it can rearrange “the distribution of powers, duties and responsibilities among local offices.” Mass. Gen. Laws ch. 43B, § 20, added by St.1984, § 17 (copy enclosed). Because of this empowerment, the proposed amendments, if adopted, will be valid.

The second question concerned whether the Board of Selectmen would continue to set policy for the Departments. It seems likely that it would. The Truro Charter, Chapter 4, Section 2, subsection 4-2-1 reads as follows:

The Board of Selectmen shall act in its executive capacity as the chief, goal-setting, policy-making and long-range planning body of the Town and as such shall regularly provide direction to the Town Administrator who shall administer the day-to-day affairs of the Town in accordance with such goals, policies, or plans.

The Board of Selectmen is invested with policy-making authority, and the Town Administrator must adhere to the policies the Board sets.

PUBLIC SAFETY / CIVIL DEFENSE

With respect to the changes proposed for subsection 4-3-1, the corresponding organizational chart changes should be made.

OFFICERS / EMPLOYEES

I did suggest expanding the phrase to read “department heads and officials” because I do not believe that the Licensing Agent (and possibly others) is a department head. Certainly, “department heads and employees” can be substituted, and the rest of the revision is fine.

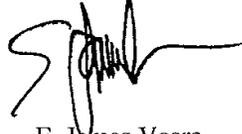
ZISSON & VEARA, P.C.

CHART

The proposed revision of the chart to include "Reporting Responsibilities" is fine.

This completes my response to the latest set of inquiries. I hope I adequately addressed your concerns, but if I did not do so or if you have other questions, please feel free to contact me.

Cordially,

A handwritten signature in black ink, appearing to read "E. James Veara". The signature is stylized with a large initial "E" and a long horizontal stroke extending to the right.

E. James Veara

EJV/lmw
Enclosures

Cc: Rae Ann Palmer, Town Administrator (via email)
Members of the Truro Board of Selectmen (via email)



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: January 27, 2015

ITEM: Action to open the Warrant for the 2015 Annual Town Meeting

EXPLANATION: In accordance with the Truro Town Charter, Chapter 2, § 3, 2-3-4, the warrant for Town Meeting shall be opened for submission of articles 90 days before the date of the Town Meeting and shall remain open for 30 days. The deadline for money articles is February 10, 2015 and the warrant will close on February 27, 2015 at 4:00 PM. Please see the attached Municipal Calendar for more information.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Charter Requirements will not be met.

SUGGESTED ACTION: *Motion to open the warrant for the 2015 Annual Town Meeting on January 28, 2015 at 8:00 AM.*

ATTACHMENTS:

1. Municipal Calendar



Agenda Item: 6A1

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505

October 1, 2014

To: Board of Selectmen
Department Heads
Chairs of Boards, Committees and Commissions
Town Moderator
Finance Committee

From: Robert C. Lawton, Co-Acting Town Administrator
Charleen L. Greenhalgh, Co-Acting Town Administrator

Re: Annual Municipal Calendar for 2015 ATM and Fiscal Year 2016 Budget Preparation

The Board of Selectmen has consented to the following Municipal Calendar for the 2015 Annual Town Meeting and the Fiscal 2016 Budget Preparation. The calendar provides you with the upcoming deadlines for meetings, budget and CIP requirements, Annual Town Report requirements, Town Meeting and Elections. The 2015 Annual Town Meeting will be held on Tuesday, April 28, 2015.

Oct 14, 2014 Board of Selectmen and Finance Committee preliminary discussion on FY2016 budget and fiscal planning parameters

Oct 31, 2014 Distribution of budget worksheets

Nov 1, 2014 CPC deadline for application for possible funding at the 2015 ATM

Nov 5, 2014 Department Heads and Board/Committee/Commission Chairs meeting to discuss the FY2016 Operating Budget and Capital Improvement Plan. 10:00 am Truro Public Safety Building Training Room

Dec 1, 2014 **All budgets and CIP requests must be turned into the Town Administrator and the Town Accountant by noon.**

Dec 16, 2014 All draft budgets and CIP requests to the Board of Selectmen, including preliminary School budget/CIP

Jan 9, 2015 **All Annual Town Reports must be submitted electronically** to Nicole Tudor (ntudor@truro-ma.gov) or Noelle Scoullar (nscoullar@truro-ma.gov)

Jan 13, 2015 Board of Selectmen review of budget and CIP and submit to Finance Committee (*Per Truro Charter – on or before January 15*)

October 1, 2014

Municipal Calendar

Page 2

Jan 27, 2015 Board of Selectmen vote to open the Warrant for the 2015 Annual Town Meeting, effective January 28, 2015

Jan 28, 2015 Annual Town Meeting Warrant Opens

Feb 10, 2015 Deadline for Money Articles

Feb 10, 2015 Draft FY2016 Town and School Budgets, CIP presented to the Board of Selectmen and Finance Committee

Feb 27, 2015 Annual Town Meeting Warrant Closes at 4:00pm

Mar 13, 2015 Final date for Finance Committee to hold Public Hearing on the FY2015 Budget (*Per Truro Charter – on or before March 15*)

Mar 14, 2015 FY2015 “final” Budget and CIP and draft Warrant presented to Board of Selectmen for review and approval.

Mar 24, 2015 Final Board of Selectmen review and approval of warrant and last day for Board of Selectmen letter to voters on FY2015 Budget/CIP, etc., for inclusion in the Town Meeting Warrant

Mar 24, 2015 Last day for Finance Committee to submit letter to voters on FY2015 Budget/CIP for including in the Town Meeting Warrant

Mar 24, 2015 Last day to file nomination papers with the Registrar

Mar 31, 2015 Warrant to the Printer

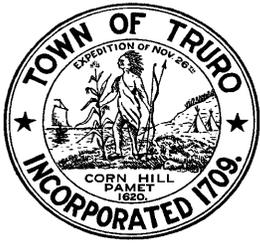
Apr 9, 2015 Last day to object or withdraw nomination papers

Apr 10, 2015 Post Warrant

TBD Pre-Town Meeting and Candidates Night

Apr 28, 2015 Annual Town Meeting, 7:00 pm Truro Community Center

May 12, 2015 Annual Town Election, 7:00 am – 8:00 pm Truro Community Center



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Office of the Board of Selectmen

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: Board of Selectmen meeting date of January 27, 2015

ITEM: Yearly request for the Board of Selectmen to discuss and review ideas for the annual town cover and dedication page.

EXPLANATION: The Annual Town Report incorporates all Department, Committee, Commission and Board reports and with the assistance of the Board of Selectmen the cover and dedication page are determined.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: If the cover is not decided upon at this meeting it can be tabled to a later meeting. The Annual Town Report is to be available 2 weeks prior to Annual Town Meeting.

SUGGESTED ACTION: *MOTION TO approve a choice for the 2014 annual report cover (either one presented or one the BoS authorizes) and a person to dedicate the annual town report to.*

ATTACHMENTS:

1. 2014 Annual Town Report Cover Example
2. 2014 Annual Town Report Dedication Example

2014 Annual Town Report Cover Examples



Town of Truro
2014 Annual Town Report

Other Examples for the Cover

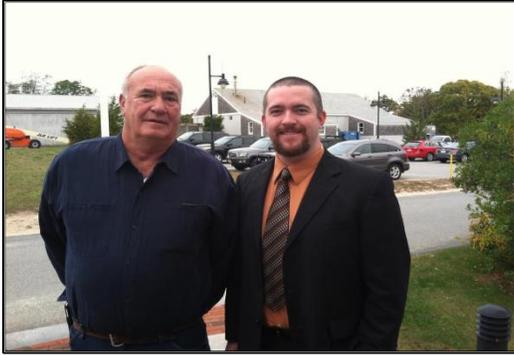


SAMPLE



2014 Annual Town Report Dedication Page

Paul Morris for 36 Years of Service to the Town of Truro as the Department of Public Works Director



Paul Morris & Jay Norton



Paul Morris & Tim King

Truro

Morris caps 36 years of service

DPW director to retire at end of 2014

By Debi Boucher Stetson
BANNER CORRESPONDENT

TRURO — When Paul Morris took over as director Truro's department of public works in 1993, the department had about six employees. Today, the DPW has 13 staff members and instead of the old landfill operates a trash transfer station, handling both solid waste and recycling. The department's responsibilities have expanded with the town's infrastructure, which has grown to include a new community center and a new library.

Morris, who has been with the DPW for 36 years, is retiring at the end of this year. He says he will miss the people he works with, but feels ready to step down and do some traveling.

move on and let someone new with fresh ideas come in," he says.

He says the town has hired a new DPW director, Jason Norton of Eastham, who will start work on Nov. 10, so he will have a month and a half to shadow Morris and learn the lay of the land.

Looking back over his tenure, Morris says the biggest challenges were building the transfer station — "We did most of the work ourselves," he notes — capping the landfill, establishing a recycling system and battling erosion at Ballston Beach — still an ongoing issue.

Asked about the challenges facing his successor, Morris cites the ongoing problem at Ballston Beach, East Harbor and Eagle Neck Creek, where the road washed out and where the town wants to install a culvert.

Another challenge will be relocating the DPW facility from its current location near the Town Hall

by the state, which says it is too close to a public water supply. The department needs more room, anyway, Morris said, because the current facility is no longer adequate. "We've just outgrown it," he says.

Morris grew up in Truro and attended Truro Central School and Provincetown High School, and has lived



Paul Morris, longtime director of Truro's DPW and the town's go-to guy for everything from beach renourishment to moving the Town Hall piano, has announced that he will retire at the end of 2014.

PHOTO: DEBI BOUCHER STETSON

The town of Truro thanks you Paul for your many years of dedicated public service maintaining the condition of the Town's roads, parks, infrastructure and for retaining the community's cleanliness, safety and aesthetic appearance.



Agenda Item: 6C

TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Bike and Walkways Committee (BWWC)

REQUESTOR: Cathy Haynes, Chair

REQUESTED MEETING DATE: January 27, 2015

ITEM: Request for letter to go to Mass Department of Transportation (MassDOT) regarding designated Bike Lanes for State Highway Route 6

EXPLANATION: The BWWC has been investigating ways to improve the safety of all users on all roadways throughout Truro. The BWWC requests that the Board of Selectmen support the recommendation to request that MassDOT provide designated bike lanes along the paved shoulders (currently breakdown lanes) of State Highway Route 6 from the Eastham/Wellfleet town line through Truro to the roadway of the Shore Road exit in North Truro to provide for safer travel for existing bike usage along this heavily travelled and shared roadway.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Letter would not be sent to MassDOT from the Board of Selectmen.

SUGGESTED ACTION: MOTION TO send a letter to MassDOT regarding designated Bike Lanes for State Highway Route 6 from the Eastham/Wellfleet town line to the Shore Road exit in North Truro.

ATTACHMENTS:

1. Letter from Cathy Haynes, Chair BWWC;
2. Draft letter to MassDOT;
3. 2011 CCC Transportation Plan (Goal #3)

Agenda Item: 6C1

Town of Truro
Bike and Walkways Committee
P.O. Box 2030
Truro, MA 02666

January 16, 2015

Town of Truro
Board of Selectmen
P.O. Box 2030
Truro, MA 02666

Subject: Designated Bike Lanes for State Highway Route 6

Dear Mr. Coburn and Members of the Board:

The Truro Bike and Walkways Committee (BWWC) has been investigating ways to improve the safety of all users on all roadways throughout Truro. The BWWC requests that the Board of Selectmen support our recommendation to request that the Massachusetts Department of Transportation (MassDOT) to provide designated bike lanes along the paved shoulders (currently breakdown lanes) of State Highway Route 6 from the Eastham and Wellfleet town line through Truro to the roadway exit for Shore Road in North Truro (formerly known as Route 6A) to provide for safer travel for existing bike usage along this heavily travelled and shared roadway. It is the BWWC objective to work with the Board of Selectmen and the Massachusetts Department of Transportation to improve this roadway to provide safer conditions for all current users.

These proposed bike lane improvements on Route 6 would increase the safety of current bicyclists utilizing Route 6 as a main travel corridor and are not to subjugate the proposed routes currently being investigated and developed jointly by both the Cape Cod Commission and the National Park Service.

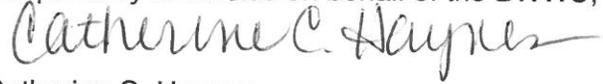
This initiative would also fulfill the BOS FY 2015 Goals and Objectives, TOWN SERVICES & PUBLIC SAFETY, Item 15. "The Board of Selectmen will work with the Chief of Police and the Bike and Walkways Committee to develop a safe roadway agenda that addresses the needs of the currently "dangerous" roads as well as the expansion of safe bike-ways."

The BWWC believes that your support of this initiative will be critical to its implementation. The BWWC has attached a draft letter for your review, approval and submittal to the MassDOT. The BWWC would like to put his item on the Board of Selectmen's Meeting Agenda for January 27, 2015 and are able to discuss any details during that meeting. Please do

Page Two
Board of Selectmen

not hesitate to call the undersigned if you have questions or require further information prior to the meeting at (508)789-5836.

Respectfully submitted on behalf of the BWWC,

A handwritten signature in cursive script that reads "Catherine C. Haynes". The signature is written in black ink and is positioned above the printed name.

Catherine C. Haynes,
Chair

enclosed: Draft Letter to the Massachusetts Department of Transportation,
2011 Cape Cod Commission Transportation Plan (Goal #3) and as endorsed on
August 22, 2011 2012 Regional Transportation Plan

Agenda Item: 6C2

Town of Truro
Board of Selectmen
P. O. Box 2030
Truro, Ma 02666

DRAFT for REVIEW: January 16, 2014

Mr Frank DePaola
Acting Secretary
Commonwealth of Massachusetts
Department of Transportation
10 Park Plaza, Suite 4160
Boston, MA 02666

Subject: Designated Bike Lanes for State Highway Route 6
Truro and Wellfleet, MA

Dear Mr. DePaola:

The Truro Board of Selectmen (BOS) with the support of the Truro Bike and Walkways Committee (BWWC) request that designated bike lanes be installed along the existing paved shoulder of State Highway Route 6 from the Eastham and Wellfleet town line through Truro to the roadway exit for Shore Road in North Truro (formerly known as Route 6A) to provide for safer travel for existing bike usage along this heavily traveled and shared roadway. It is our objective to work with the Massachusetts Department of Transportation (Mass DOT) to improve this roadway to provide safer conditions for all current users.

Route 6 is the most direct travel route for both vehicles and bicyclists on the Outer Cape. This roadway was designed in the 1950's and it is time that this road is improved for current usage of both vehicles and bicyclists.

The Truro BOS believes that this recommendation would meet the policies of the Massachusetts Department of Transportation goals to accommodate bicycles and pedestrians into the design and construction of every project. The 2011 Cape Cod Commission Transportation Plan (Goal #3) is to connect village centers, economic and employment centers, and points of interest using multiple coordinated modes of transportation in a direct and efficient manner. In addition, these proposed Route 6 improvements would meet the standards set in the 2010 initiative by the Cape Cod Commission, "Cape Cod Bikeways" to create a Cape-wide network of bicycling routes while other additional routes for recreational biking are being investigated and developed.

The Truro BWWC is also working with the Wellfleet Bike and Walkways Committee in support of this project and their active participation in this request.

Existing Route 6 Conditions - Route 6 is a varied width highway that runs along the spine of Cape Cod and is the main route for vehicular travel on the Outer Cape. From Eastham through to Provincetown Route 6 is the shortest, most direct, and least hilly route and is utilized by

vehicles, bicyclists (avid bicyclists, commuters, and groups of all ages involved in group or event rides) and to a limited extent, pedestrians . Recent traffic counts completed in 2013 by the Cape Cod Commission show that the roadway is heavily traveled, especially during the peak summer season when bike travel is also highest. These traffic studies also indicate that a large percentage of drivers do not obey the posted speed limits, making this road potentially more dangerous.

This section of roadway from the Eastham/Wellfleet town line to the Shore Road exit in North Truro consists of approximately 12.5 miles of 2-lane highway. Posted speed limits are 45 miles per hour. A majority of the roadway is approximately a 34-foot paved way that includes two 12-foot designated motor vehicle lanes. Existing paved shoulders in both the east and west bound directions are generally 5-feet in width and are currently signed as breakdown lanes.

Recommended Route 6 Improvements - The Truro BOS and BWWC believe that converting the existing breakdown lanes to designated bike lanes would be a relatively inexpensive and easy modification that would increase the safety to cyclists by alerting drivers that bicycles are on the road. Route 6 should include bike lanes with appropriate pavement markings and signage along this corridor where there is significant bicycle demand. We believe that this objective can be met by adding striped bicycle lanes, signage and rumble strips within the existing paved shoulders of Route 6. These improvements would provide approximately 25 miles of designated bike lanes.

Specific recommendations for improvement include:

1. Sign this section of Route 6 for a bike lane. Signage would be installed at both ends of the project (and intermittently within). The signage would put drivers on alert that bicyclists share usage of the road.
2. A majority of this length of roadway does have existing 5-foot wide breakdown lanes. Where necessary, widen the paved surface of Route 6 to obtain the required width to accommodate travel lanes and 5-foot bike lanes in both the east and west bound directions.
3. Paint standard bike lane symbols (including bicycle figures with helmets) on the road surface within the proposed 5-foot bicycle lane.
4. Repaint the fog lines along both sides of the roadway to a consistent 5-foot width. The existing roadway breakdown lanes are not a consistent width, especially when approaching a curb cut or intersection, and in some instances the breakdown lane “disappears” due to the fog line merging with the incoming curb cut. Re-design these curb cuts to minimize length of turning lanes and standardize the bike lane 5-foot width.
5. Install a 6- inch wide intermittent rumble strip inside the fog line to further alert motorists of the bike lane.
6. Standardize all bike lane striping and signage at intersections to delineate the bike lane by using dashed lines to designate the bike travel lanes across the intersection.
7. Improve the unpaved shoulder of the roadway by installing hardener on the sandy shoulders, to bring the height of the shoulders near the elevation of the pavement. In many places the unpaved shoulder is several inches lower than the traveled surface. Every rain event washes sand onto the road surface. At times sand can be several inches deep across the paved shoulder forcing cyclists into the vehicle travel lane. A heavy layer of hardener along road

sidelines would prevent sand from being washed onto the paved surface and have the added benefit of lessening road maintenance.

8. Update signage along Route 6. There are several signs that would no longer be necessary, such as, "do not drive in the breakdown lane."

9. Add pavement along the westbound side of Route 6 from the Shore Road, North Truro exit for a distance of approximately 200 feet. This would allow cyclists traveling west from North Truro to enter the Route 6 highway and be in a bike lane when leaving this intersection, as opposed to entering into the vehicle travel lane.

10. Reconfigure the westbound vehicle lanes north of the Shore Road intersection such that vehicles merge from two-lanes to one-lane prior to the Shore Road intersection. In addition, construct a protected, designated vehicle-turning lane at the Shore Road intersection to facilitate eastbound vehicles turning left onto Shore Road. This turning lane would also incorporate a protected stopping place for bicyclists before they turn left onto Shore Road or when crossing the highway in the opposite direction.

11. Installation of bicycle safe drainage inlet grates.

12. Continued maintenance of roadway by Mass DOT to keep bike lanes safe and clear, which would include brush and tree trimming, filling of potholes and sweeping to remove debris and sand.

These improvements would have the benefits of providing bicyclists the confidence to utilize Route 6 as a mode of transportation and more importantly, to alert vehicles that this is a Shared Use Roadway. An un-intended, but positive, result of these improvements may be to decrease traffic speeds to within the posted speed limits and to slow vehicles when turning at curb cuts.

Currently Proposed Route 6 Improvements- The Truro BOS is aware that the Truro Police Department is concurrently working with the Barnstable Joint Transportation Commission to improve Route 6 from Castle Road to the Shore Road intersection in North Truro. The BOS request, where applicable, that bike lanes within the Route 6 shoulders be included in these projects.

The Truro Board of Selectmen urges Mass DOT to complete this project with the utmost of urgency in consideration of the growing bicycling public. Representatives from the Truro Board of Selectmen and Bike and Walkways Committee, as well as the Truro Police Department are available to meet and discuss the proposed re-designation of Route 6 shoulders as bike lanes at your convenience.

Respectfully submitted on behalf of the Board of Selectmen and the Bike and Walkways Committee,

Jay Coburn,
Chair
Board of Selectmen

cc: Catherine Haynes, Truro Bike and Walkways Committee
Kyle Takajian, Truro Police Department
Charleen Greenhalgh, Truro Town Planner
Martha Hevenor, Cape Cod Commission
Paul Pilcher, Wellfleet Board of Selectmen
John Cumbler, Wellfleet Bike and Walkways Commission
Senator Dan Wolf
State Rep. Sarah Peake
Ms. Mary-Joe Perry, Mass DOT District 5 Highway Engineer



CAPE COD
COMMISSION

2012 REGIONAL TRANSPORTATION PLAN
Chapter 1: Goals and Objectives

Endorsed
August 22, 2011



1.4.3 MULTIMODAL ACCESSIBILITY ④

The purpose of a transportation system is to get people from where they are to where they want to go. Additionally, freight must be transported from where it is to where it can be consumed or processed. The costs of this transportation system in time and money are increased for the user if it is difficult to access the transportation system, or if circuitous routes must be taken to reach a destination. Addressing accessibility, connectivity, and mobility with a multimodal approach is one of the goals of the Regional Transportation Plan.

Goal #3:

Connect village centers, economic and employment centers, and points of interest using multiple coordinated modes of transportation in a direct and efficient manner.

The following items include actions and policies to support this Goal:

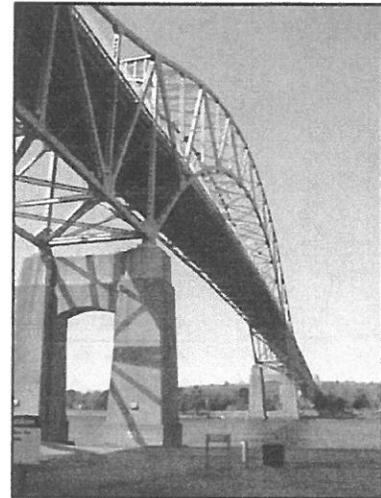


- **“Complete Streets”** are encouraged as a design guideline to accommodate all users including pedestrians, bicyclists, persons in wheelchairs or strollers, public transportation users, and motorists. In order to provide transportation options for Cape Cod residents and visitors to conveniently travel between destinations, each public right of way should be planned, designed, constructed, and/or maintained considering all users for a Complete Street design. A Complete Street design on Cape Cod also considers the environmental and physical context along with local public input.
- **Sufficient mobility** must be provided to ensure that individuals and freight can travel safely and efficiently among the communities of Cape Cod and their neighbors
- **Support established village and town centers** and growth areas as identified in the Commission’s Regional Land Use Vision Maps with a broad range of transportation options, such as roadways, transit, bicycle and pedestrian facilities
- **Examine expansion of bus, rail and bicycle** services and infrastructure to villages and town centers currently un-served by alternative transportation modes
- Create **mini-intermodal centers** in village and town centers, where appropriate, to encourage better connection and coordination between modes.
- **Coordinate public transportation** services and schedules between regions and between providers to decrease wait times for users during connections.
- **Provide bicycle amenities**, such as racks and/or lockers, at park-and-ride lots, transit centers, and village and town centers that support bicycle networks.
- **Enhance the transportation of freight** on Cape Cod to decrease travel times, increase reliability and lower costs for freight transportation providers, with minimal disruption to other transportation activities.

- Where possible, work to **consolidate freight** so as to move goods in the most efficient manner.
- Make available **multiple modes for freight** transportation, with infrastructure and facilities that are designed to support quick and efficient changes in mode.

1.4.4 SYSTEM MAINTENANCE

Millions of public and private dollars of have been invested in Cape Cod’s current transportation system. Implicit in this investment is a trust placed in public agencies to maintain and upkeep transportation infrastructure, capital, and programs. Moreover, new technologies present the possibility of safely increasing the capabilities of the current transportation system beyond original design limitations. By maintaining the current system and incorporating new technologies, the life of the existing system can be extended and the value returned to users can be maximized. For these reasons, the Regional Transportation Plan includes the preservation, maintenance and modernization of the existing transportation system as a goal.



Goal #4:

Preserve, Maintain, and Modernize the Existing Transportation System.

The following items include actions and policies to support this Goal:

- Ensure that **adequate funds** are reserved for maintenance and operation of the existing transportation system before new capital projects are considered in accordance with the Commonwealth’s “Fix-it-First” policy.
- Reserve adequate funds for the maintenance of **alternative modes of transportation**, such as public transportation services, sidewalks, and bicycle paths.
- As transportation services are considered for areas subject to the effects of **sea-level rise**, new facilities shall be constructed with consideration to vulnerability.
- Create and implement asset management tools for **monitoring** and maintaining the existing transportation system. Include automatic traffic monitoring equipment as part of intersection upgrades.
- Support maintenance strategies and programs that **accommodate safe travel** throughout the transportation network, regardless of mode.
- Consider the **use of new technologies** that will lower costs, extend infrastructure life, lower environmental impacts, and reduce energy consumption and emissions.

Budget Task Force
Selectmen Meeting Minutes
January 12, 2015 - 8:00am
Truro Town Hall

Agenda Item: 7A1

Selectmen Present: Jay Coburn, Maureen Burgess and Bob Weinstein.

Finance Committee Present: Bob Panessiti, Lori Meads and Roberta Lema

Staff/Others: Rae Ann Palmer, Trudi Brazil, Pat Pajaron, Trish Ford, Barbara Wood, & Kelly Clark

The meeting called to order by Selectmen Coburn for the Board of Selectmen and Mr. Panessiti for the Finance Committee at 8:00am.

Health– Pat Pajaron

Ms. Pajaron explained the various kinds of inspections that her department must execute and whether there is a cost for these inspections directly to the public. Rae Ann Palmer, the Town Administrator asked Ms. Pajaron to research the feasibility of recouping costs for these inspections. Ms. Pajaron noted there are fines that are associated with Show Cause Hearings. She indicated that the fee range is the same as in other towns. Selectmen Weinstein received confirmation that Emily Bebee is still assisting with inspections and spoke to the Health Agent's job description in which the duties includes inspections. The Town Administrator asked that this discussion be held for a later time.

Selectmen Coburn asked about the services that are provided through the VNA. Ms. Pajaron described the Town Nurse program. The services through the VNA contract are provided based on an individual's income or if they are underinsured. VNA services were reduced by half to make up the 5% reduction to the Health budget. It was indicated that these services are not mandated by the State; some towns have hired a permanent Town Nurse. Ms. Pajaron indicated that she was qualified but it is a time consuming position (Town Nurse). It was explained that the Town Nurse is referred through the Council on Aging. It was explained to Selectmen Burgess how referrals for children were received. Selectmen Coburn asked if the services of a Town Nurse were an essential Town function. Town Administrator Rae Ann Palmer, suggested that they research alternatives. Selectmen Burgess asked Ms. Pajaron how revenue can be increased. Ms. Pajaron responded that fees have not been reviewed since 2009 but could be reviewed again. Finance Committee Chair, Mr. Panessiti eluded that an analysis of fees will be coming for all departments. Ms. Pajaron next spoke on the reduction to the Conservation Commission budget (salary and wages line) regarding the Recording Secretary and Consultant; with fewer hours being determined to be needed.

Library– Trisha Ford and Barbara Wood

Ms. Ford thanked the Board of Selectmen for their support with the staffing rearrangement. She discussed the Library services that are currently provided. She stated that there have been salary and wage reductions based on one part-time position. She commented that a Library budget should spend 19% of its budget on specific items. Truro historically has been at 15% and she has hopes to increase that amount. She explained that they are receiving private donations that are for purchases of specific items in the Library. Ms. Ford spoke next about the Capital Budget going towards replacing shelving in the children's section. She continued to discuss building maintenance issues. Selectmen Coburn asked if the DPW staff could assist with some of the maintenance. Town Administrator Rae Ann Palmer, noted that this needs to be determined through the DPW as the person who did custom carpentry is no longer with the Town.

Barbara Wood, Chair of the Library Trustees discussed that the work needs to be done but can be postponed. Roberta Lema, member of the Finance Committee, questioned whether inventory had been taken at the Library. Ms. Ford responded that there was a video inventory completed. Mr. Panessiti, Chair of the Finance Committee, questioned the FY19 capital improvements. Ms. Ford explained that the Children's room is inadequate in space and she would like to move the area to the lower level to accommodate everything. She also suggested that bathrooms be added downstairs. There was a brief discussion on getting a better sound system.

Chairman Coburn recused himself at 8:42am.

Recreation and Beach-Kelly Clark

Kelly Clark, Recreation and Beach Director noted that the salary and wage line is down due to vacation buy back being recalculated. The service line has been increased to accommodate the cost of landscaping that Damion Clements has assisted with previously. She explained that she was going to look into cost options to cover the weeding costs. She explained that the costs for items have increased for uniforms and t-shirts. She explained that they eliminated one cell phone. Ms. Lema suggested that the weeding could be accomplished through a person in the senior tax program. Ms. Clark said that she would look into facilitating that program.

Selectmen Burgess asked how many students are in the after school program and in the summer program. Ms. Clark responded with 11-26 for the afterschool program and 70-80 in the summer program. There was a discussion on the payment of unpaid fees from 2009-2011 in which some of the funds are still not recovered even though civil warrants were issued for the close to \$6K that is still owed. She explained how this is being prevented now so as to not accrue debt. Ms. Clark reported that if there is more than \$100 due to the program then the child cannot participate in the programs. Ms. Palmer suggested that the parents pay up front or a portion in order to meet the milestones.

Selectmen Burgess asked about the cost of the Inclusion Specialist. Ms. Clark responded that there is a designated \$35K for an Inclusion Specialist should there be a need. Selectmen Burgess explained her background working with special needs children and questioned the evaluation process. Ms. Clark responded that there has been 3 children to date that needed the services. She explained that 5 staff in total are certified to work with children with special needs. There was a discussion on the certification, education and training needed and that towns are supposed to provide accommodations. Ms. Clark further added as part of the 5% cut she reduced the amount of expenditures by \$13K. It was noted that the ADA (American Disabilities Act) is non-specific as to "accommodations". If the child is not a Truro resident the parents can be charged for the services but Truro currently provides the services. Mr. Panessiti noted that the Town needs to be mindful of this expense. Ms. Clark noted that the \$11K is to fund the afterschool program not the summer program. Town Accountant, Trudi Brazil added that a child cannot be rejected based on their needs. Ms. Palmer suggested that the Finance Committee and Board of Selectman need to be aware of the cost for providing this service, along with the Town's liability. There was a brief discussion as to what constitutes a non-resident versus resident for admitting children into the summer program.

Ms. Brazil added that the after-school program is self-sustaining as well as there being associated funds through the CDBG for the afterschool program. Selectmen Burgess read from an ADA

document regarding government program funding. Lori Meads, of the Finance Committee suggested using contacts in other towns for discovery of alternative funds.

Ms. Clark noted also for the 5% cut to look into increasing the summer program youth fees. There was a brief discussion on the cost for the entire summer programming. Mr. Panessiti, asked that the fee structure be evaluated including the non-resident summer program fee amount.

Ms. Clark explained that the beach salary and wages line increased due to step increases with a request for a vehicle in the capital improvement plan. She explained that the beach truck needs to be replaced. It was discussed to limit the hours at the beach office during the summer months, increase beach parking fees and generate possible revenue for beach fire permits. It was noted that the Cape Cod National Seashore rate is \$20 per day to park at the Head of the Meadow beach. It was agreed that she should continue to attend the annual conference. Both Finance Committee members felt that the funds towards the Inclusion Specialist should be reduced and make adjustments along the way. Ms. Palmer added that they will continue to talk about the funding for an Inclusion Specialist.

Regarding the 4x4 vehicle it was suggested getting a smaller SUV vehicle, possibly reducing the amount to \$30K for the cost of the vehicle. Ms. Clark next spoke about the need for better software which she will need for both the Recreation and the Beach departments. Ms. Meads suggested that there could be a possibility to use the same software as other towns to facilitate savings.

Mr. Panessiti adjourned the Finance Committee portion of the meeting at 9:40am

Respectfully submitted, Nicole Tudor, Executive Assistant

Board of Selectmen

Jay Coburn, Chair

Absent

Paul Wisotzky, Vice-Chair

Absent

Jan Worthington, Clerk

Maureen Burgess

Robert Weinstein

Truro Board of Selectmen
Meeting Minutes – Tuesday, January 13, 2015
Truro Town Hall, 5:00 p.m.

Members Present: Chair-Jay Coburn, Bob Weinstein, Maureen Burgess
Members Absent: Vice Chair-Paul Wisotzky, Clerk-Jan Worthington
Present: Town Administrator-Rae Ann Palmer

Selectman Coburn called the meeting to order at 5:00 p.m. He announced the meeting was being recorded for broadcast on Truro TV channel 18, and asked if any audience members were recording. Hearing no response in the affirmative, he opened the Public Comment period. No members of the public got up to speak.

Board/Committee/Commission Appointments

- A. Review and Approve Rae Ann Palmer, Town Administrator, Cape Cod Regional Transit Authority Representative and Truro’s Delegate to the Cape Cod Municipal Health Group.**

Selectman Burgess made a motion to appoint Rae Ann Palmer, Town Administrator, as the Board of Selectman’s Delegate to the Cape Cod Municipal Health Group and to the Cape Cod Regional Transit Authority.

Selectman Weinstein seconded this motion.

So voted unanimously, 3-0.

- B. Review and Approve Charleen Greenhalgh, Assistant Town Administrator/Planner, Alternate Representative to Cape Cod Joint Transportation Committee-annual appointment.**

Selectman Weinstein made a motion to appoint Charleen Greenhalgh, Assistant Town Administrator/Planner, as Truro’s alternate representative to the Cape Cod Joint Transportation Committee.

Selectman Burgess seconded this motion.

So voted unanimously, 3-0.

- C. Resignation Acceptance & Thank you Letter-Council on Aging Board Member-Mary Morley & Truro Representative to the Barnstable County Human Rights Commission-Daniel Murphy.**

Selectman Weinstein made a motion to accept the resignation letters for both Mary Morley and Daniel Murphy, and to send thank you letters to both.

Selectman Burgess seconded this motion.

So voted unanimously, 3-0.

Tabled items until Chairman moves for action

- A. Development Agreement Bylaw (DAB) proposal for ATM 2015.**
B. Final Recommendations (#6,#7, #8, #9) from the Charter Review Committee on the Truro Town Charter.

Selectman Coburn would like to continue to table the Development Agreement Bylaw until their next meeting, when Selectman Wisotzky and Selectman Worthington return.

Selectman Coburn asked Selectman Weinstein if there was any progress on tabled item "B". Selectman Weinstein stated that there has been communication from Town Counsel regarding the Weak Chief Act. One of the recommendations from the Charter Committee was to address the avenue of authority for policy setting, for the Fire Department. He feels that the response from Town Counsel was inadequate, and should be clarified for the Selectmen and the Charter Review Committee. Selectman Weinstein asked Town Administrator Palmer to make sure that the most recent communication from Mr. Veara's office gets in the hands of both the Board of Selectmen and the Charter Review Committee. Town Administrator Palmer stated that she has not seen the revised communication herself, but will follow up to make sure everyone receives it. Selectman Coburn clarified that the proposal from the Charter Review Committee is to have the Fire Chief and Police Chief continue to be appointed by the Board of Selectmen, and to have overall policy in the two departments continue to be approved by the Board of Selectmen. The day to day supervision, and annual evaluations, would be under the authority of the Town Administrator. Town Administrator Palmer will share that clarification with Town Counsel.

Board of Selectmen Action

- A. Discussion on Board of Selectmen Policy #54 with respect to reporting chain and department heads: Library Trustees overseeing Library Director**

Selectman Weinstein had a discussion with the Library Trustees about this memorandum. It was pointed out that under section three the "Library Director" is mentioned, and needs to be corrected. Because of the way public libraries in the Commonwealth of Massachusetts work, the Library Director works directly under the authority of the Board of Library Trustees.

Selectman Weinstein had a question regarding the language in the first paragraph of section three. Selectman Coburn suggested placing the discussion on the agenda for January 27th, and encouraged Selectman Weinstein to bring some proposed language.

Selectman Burgess made a motion to amend Policy Memorandum # 54 to indicate that the Library Director reports to the Board of Library Trustees, who is responsible for tasking the Director.

Selectman Weinstein seconded this motion.

So voted unanimously, 3-0.

Consent Agenda

- A. Review & Approve Meeting Minutes: 1. December 16th (Regular); 2. December 17th (Executive & Hold); 3. December 15th & 4. 29th (Budget Review & Special); 5. January 5, 2015 (Budget Review).**
- B. Review & Approve and Authorize the Chair the sign:
 - 1. Provincetown Banner Contract for Municipal Advertising**
 - 2. Contract with CAI mapping for tax map maintenance and GIS Internet****
- C. Review and Approve Contract with Paul Kapinos and Associates for valuation services**
- D. Cape Cod Regional Transit Authority Amendment to Lease of Equipment and Operations Agreement for the 2009 Council on Aging vehicle and Authorize Rae Ann Palmer, Town Administrator to sign**
- E. Vote to Refer Zoning Amendments to the Planning Board**

Selectman Weinstein had a question on the contract with CAI. There is a provision in the contract (under Scope of Services, section A, number 4) which states "*If buildings are shown on tax maps, CAI shall add new buildings or delete old buildings based on data provided by the TOWN. This proposal does not include GPS location of new structures. GPS location of structures may be available under a separate*

proposal. Please contact CAI for more information.” He asked if the Assessing Department routinely needs this and would its absence hobble the smooth workings of the Deputy Assessor. If it’s needed does anyone know what the additional cost would be? Town Administrator Palmer stated that the tax maps would have the location of the buildings on the property. The GIS component is that portion, and she thinks they are fine. She also let the Board know that the GIS component has already been signed.

Selectman Burgess made a motion to approve the consent agenda as printed.

Selectman Weinstein seconded this motion.

So voted unanimously, 3-0.

Selectmen Reports and Liaison Reports

Selectman Weinstein-He would like to report that as the liaison to the Harbor Committee, their meetings are now being properly advertised. He wished to attend the last meeting however there was not a quorum, therefore the meeting was not held. The Harbor Committee would like to hire a recording secretary, and Selectman Weinstein wanted to mention their request. Selectman Coburn stated that this could have monetary implications, but asked Selectman Weinstein to follow up with Town Administrator Palmer.

Selectman Burgess-She attended the 297th meeting of the Cape Cod National Seashore Advisory Commission. One of the actions taken was to have the Superintendent write a letter to Senator Wolfe indicating that they support the action that was taken by the ballot initiative where fifteen towns want to support the notion that an evacuation plan be included, beyond the current 10 mile emergency planning zone to include all of Barnstable, Duke, and Nantucket Counties. The Barnstable County Emergency Planning Committee has come out with a Radiation Emergency Reference Sheet. She presumes this reference sheet will go to Boards of Health. Selectman Burgess will check with Health Agent Pajaron to see if she has received this reference sheet.

She also reported on Cape Cod Light. The lighthouse is in the process of having a structural engineering study done. There has been more damage than initially was thought. Moisture has done damage to the metallic structure.

Selectman Burgess mentioned that tonight the Board accepted the resignation of the representative to the Barnstable County Human Rights Commission. They are looking for a citizen to represent Truro in that committee.

Selectman Coburn-He and Town Administrator Palmer will be meeting with Tom Donegan (Chair of Board of Selectmen in Provincetown), David Gardener (Vice Chair of BoS in Provincetown), Paul Pilcher (from the Wellfleet Board of Selectmen), and Harry Terkanian (Town Administrator for Wellfleet). They will be discussing how they might go about identifying concrete opportunities for sharing services and coordination between two (or more) of the Outer Cape towns.

Next meeting agenda

- Public hearings regarding the aquaculture development licenses
- Moving tabled items
- Open the warrant for 2015 Annual Town Meeting
- Approval of staging permit
- Child Care Grant subsidy contract between the Town and the Recreation Department, which is a CDBG requirement and needs to be approved
- Proposed Annual Town Report Cover photo and dedication page for review

- ABCC annual report which is due February 15th

Selectman Coburn suggested moving the Annual Town Report Cover, and dedication page, off of the consent agenda in order to allow Board members to discuss. He asked if there were any updates on the scheduling of interviews with the firms which have applied to be Town Counsel. Town Administrator Palmer stated that they are not able to get everyone in on the same day; they have proposed three interviews on February 17th and one on February 25th. She also suggested, for the future, to pre-select a date which they will then expect everyone to be available.

Town Administrator's Report

- They are continuing to work on the 2016 budget, and are nearing the point where they are putting revenues together, along with the Capital Budget. By mid-February they should have a good idea what it looks like.
- She has the final comments on the classification study, and recommends that they invite Jack Dolan for an executive session with the Board of Selectmen (either prior to or after the meeting on the 27th).
- The Town Accountant and Town Administrator will be attending the MMA Annual Conference/Convention, and will accept the award for the Annual Town Report.
- She has met with Town Counsel to review all pending legal matters, to be brought up to speed in the past week.

Selectman Coburn suggested (regarding the discussion with Labor Counsel on the classification study) that they hold that meeting at 4PM on January 27th. Town Administrator Palmer noted that there is a 40 page (approx.) final report, and there is backup material available which she will make available in the Dropbox in the coming week. She also stressed that all this material is strictly confidential.

Town Administrator Palmer stated that she and the Town of Wellfleet's Administrator, Harry Terkianian, have been talking about the potential of some grant funds from the Commission on assistance to do some regional work. He is having his assistant prepare a concept paper to submit.

Selectman Weinstein made a motion to adjourn at 5:30PM.

Selectman Burgess seconded this motion.

So voted unanimously, 3-0.

Respectfully submitted, Noelle Scoullar, Executive Assistant

Jay Coburn, Chairman

Paul Wisotzky, Vice-Chairman

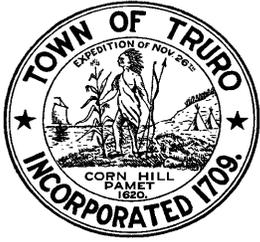
Janet W. Worthington, Clerk

Robert Weinstein

**Maureen Burgess
Board of Selectmen
Town of Truro**

Documents Used

Cape Cod Municipal Health Group 2014 Contact List
Cape Cod Joint Transportation Committee-Bylaws
Letter of thanks, Mary Morley and Daniel Murphy
Amended Policy Memorandum #54
December 16, 2014 Board of Selectmen meeting minutes
December 17, 2014 Board of Selectmen executive session meeting minutes
December 15, 2014 Budget Task Force/Board of Selectmen meeting minutes
December 29, 2014 Budget Task Force/Board of Selectmen meeting minutes
January 5, 2015 Budget Task Force/Board of Selectmen meeting minutes
Proposed contract between the Town of Truro and the Provincetown Banner
2015 Tax Map Maintenance Proposal for the Town of Truro
Agreement between the Town of Truro and Paul S. Kapinos & Associates, Inc
Amendment to the Lease of Equipment & Operations Agreement from CCRTA
Proposed Articles for April 2015 ATM from Planning Board



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Public Works

REQUESTOR: Jay Norton, Director

REQUESTED MEETING DATE: 1-27-15

ITEM: Fire Systems Inc. (FSI) Service Agreements

EXPLANATION: FSI contract renewals are up for 2015. We are interested in renewing the contracts that will be valid for the next 3 years effective 1/1/15. FSI monitors and inspects certain components of the fire protection systems throughout the Town Hall, Community Center, Library and Public Safety Facility. Duties include: fire alarm system testing and inspection, fire sprinkler system testing and inspection, emergency services, and fire extinguisher inspection.

FINANCIAL SOURCE (IF APPLICABLE): The DPW building and maintenance budget has funds allocated for this service.

IMPACT IF NOT APPROVED: Fire protection safety could be compromised if not properly maintained and checked.

SUGGESTED ACTION: MOTION TO: Accept and execute four (4) contracts.

ATTACHMENTS:

1. Four (4) contracts for Town Hall, Community Center, Library and Public Safety Facility.

Agenda Item: 7B1



FIRE SYSTEMS INC.

SERVICE AGREEMENT

Proposal Number: 091101-P3R
Date: 01/01/2015
Agreement Number: 091101-P3R

By and between

Fire Systems, Inc. (FSI)
955 Reed Road
Dartmouth, MA 02747
(877) 374-6274
(508) 996-2828 Fax

CUSTOMER Town of Truro, Town Hall
24 Town Hall Drive
Truro, Ma. 02666

Services will be provided at the following location(s):

FSI shall provide Services as indicated below and in accordance with the attached Service Agreement Terms and Conditions, work scope documents and special provisions which form a part of this Agreement:

<input checked="" type="checkbox"/> Fire Alarm System Testing and Inspection	<input type="checkbox"/> Fire Alarm System Testing and Maintenance
<input checked="" type="checkbox"/> Fire Sprinkler System Testing and Inspection	<input type="checkbox"/> Fire Sprinkler System Testing and Maintenance
<input type="checkbox"/> Smoke Detector Cleaning and Sensitivity Testing	<input type="checkbox"/> Special Hazards System Testing and Inspection
<input checked="" type="checkbox"/> Emergency Services	<input checked="" type="checkbox"/> Fire Extinguishers
<input type="checkbox"/> Other	<input type="checkbox"/> Special Provisions

Annual Fee: All for the annual sum of \$ 1,629.20 plus applicable taxes.

Period of Agreement: The service(s) described in this Agreement shall begin on 01/01/2015 shall continue for a period of three (3) year from this date.

This proposal shall remain valid for a period of thirty (30) days from the above referenced proposal date.

This proposal and the pages attached shall become an Agreement only upon signature below by FSI and CUSTOMER. No waiver or modification of any terms or conditions of this Agreement shall be binding on FSI unless made in writing and signed by an authorized representative of FSI.

Fire Systems, Inc.

Signature: *Steven D. Foy*

(Type or Print Name) STEVEN D. FOY

Title: SERVICE SALES REPRESENTATIVE

Date: 1/20/15

CUSTOMER Acceptance: Town of Truro

Signature: _____

(Type or Print Name) _____

Title: _____

Date: _____

Email: _____

Terms and Conditions

DEFINITIONS

1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the "Equipment List".
2. "Services" means those services and obligations to be undertaken by FSI in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

COVERAGE

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. FSI will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.
 2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.
 3. FSI will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than FSI or its employees, or caused by lightning, flood or water damage from any source, electrical storm, or other violent weather or by any other cause beyond FSI control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.
 4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by FSI will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.
 5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. FSI shall not be obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.
 6. All non-emergency services under this Agreement will be performed between the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays and normal FSI observed Holidays. If for any reason CUSTOMER requests FSI to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.
 7. CUSTOMER will promptly notify FSI of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER's attention.
4. CUSTOMER SHALL INDEMNIFY AND HOLD FSI HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED FSI. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.
 5. **Warranties and Limitation of Liability:** FSI will replace or repair any product FSI provides or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence; or from fire, lightning, water damage, or any other cause beyond FSI control. This warranty applies to FSI fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.
 6. **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND FSI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. FSI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.**
 7. FSI shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC), strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond FSI reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of FSI, any repairs or replacement shall be paid for by CUSTOMER.
 8. **Indemnity and Limitation of Liability:** FSI agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under FSI negligent actions or willful misconduct in its performance of the Services. **PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL FSI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES FSI REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS FSI, THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.**
 9. The parties further agree that FSI is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by FSI from a variety of service options; that FSI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.
 10. **BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON FSI FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.**

PRICE, BILLING, AND TERM

1. CUSTOMER shall pay or cause to be paid to FSI the full price for the Services as specified on the first page of this Agreement. FSI shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by FSI in collecting any past due amounts.
 2. FSI may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and FSI, if additional systems and equipment are added or deleted to the scope of this Agreement.
 3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.
 4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which FSI may be required to pay or collect in connection with this Agreement.
9. The parties further agree that FSI is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by FSI from a variety of service options; that FSI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.
 10. **BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON FSI FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.**

MISCELLANEOUS

1. **Extent of Agreement:** Except as and to the extent provided in the Contract, this Agreement represents the entire Agreement between CUSTOMER and FSI for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.
2. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
3. FSI shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of FSI. In addition, FSI shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

DISPUTE RESOLUTION

1. This Agreement shall be deemed to be made in Bristol County, Massachusetts, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Massachusetts law. The venue for any claim arising under this Agreement shall be in Bristol County, Massachusetts.
2. In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.

TERMINATION

1. CUSTOMER may terminate this Agreement for cause after giving FSI thirty (30) days advance written notice. CUSTOMER is responsible for payment for all services received to date of cancellation.
2. FSI may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

GENERAL TERMS AND CONDITIONS

1. **Assignment and Delegation:** CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of FSI. FSI may assign its right to receive payment to a third party.
2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against FSI.
3. **Hazardous Materials:** CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where FSI will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.



FIRE SYSTEMS INC.

Fire Alarm System Testing & Inspection

Scope – FSI will test & inspect the fire alarm system components listed on the attached Equipment List.

Each call will be scheduled with a facility contact person. Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing Frequency – FSI will perform **One (1)** 100% test(s) per year on automatic initiating devices (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc...) and **One (1)** 100% functional test(s) of notification appliances excluding a Decibel level test. Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be tested electrically. All testing will be completed in accordance with the most recent edition of NFPA 72 – National Fire Alarm Code. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If the component or part is covered under a current FSI or factory warranty, said part or component will be replaced at no charge to CUSTOMER including labor during normal business hours. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At FSI sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of FSI.



Portable Fire Extinguishers

Scope – FSI will test & inspect the portable fire extinguishers listed on the attached Equipment List.

Testing Frequency – FSI will perform **One (1)** 100% test(s) per year.

- Check that extinguishers are in their designated place
- Check for obstructions, access, and visibility
- Check that operating instructions on the nameplates are legible and facing outward
- Determine fullness of each extinguisher by weighing or hefting
- Examine for obvious physical damage, missing parts, corrosion, leakage, or clogged nozzles
- Check pressure gauge or indicator read in the operable range position
- Check condition of hose and nozzle (and tires for wheel units)
- Make sure the HMIS label is in place
- Tag each unit to insure that it conforms to fire department regulations

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Note: If services, including the 6-year maintenance and hydro testing of pressurized dry chemical extinguishers, hydro testing of CO2 extinguishers, hose continuity test, inspection of cartridge type extinguishers, wheeled units, or if parts or refills are needed, additional charges will be incurred. Units requiring these services CANNOT be tagged at the time of the test and inspection unless the service is provided at that time; FSI will automatically provide service unless notified prior to inspection. Billing will be for ALL units found whether over or under the quantity noted on the Equipment List.



FIRE SYSTEMS INC.

Fire Sprinkler System Testing and Maintenance (Wet Type)

Scope – FSI will test & maintain the Wet Type Fire Sprinkler System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform One (1) tests per year on the Fire Sprinkler System(s) to include Vane-Type Waterflow and Three (3) tests per year all Water Motor Gongs, Valve Tamper Switches, Sprinkler Supervisory Switches and Waterflow Pressure Switches. Flow testing shall include the opening of each Inspector's Test Valve to activate Waterflow Alarm Devices (to include Waterflow Pressure Switches). Annually during one of the above scheduled inspections, FSI personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangars and seismic bracing from the floor level and will perform the following:

- Check for signs of leakage, corrosion, improper loading, misalignment, or physical damage.
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation – replace gauges at five year intervals if required
- Exercise all valves and annually lubricate all valves stems
- Check all hose connections and inspect Fire Department Connection during each scheduled inspection
- Check the supply of spare sprinklers including required minimum quantity of each type, proper storage and wrench types during each scheduled inspection
- Clean the strainer
- Flush underground lead-in connections (Water mist systems only)
- Perform a Main Drain Test annually and record static and residual pressures
- Apply inspection tag to system

All tests and inspections will be completed in accordance with the **most recent edition of NFPA 25 – *Inspection, Testing and Maintenance of Water-Based Fire Protection Systems***. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement. Other required weekly, monthly, quarterly and five year inspections and tests in addition to laboratory testing of sprinkler heads are not included in this Agreement unless otherwise specified in the Special Provisions.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support & Predictive Maintenance – FSI will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List. Components that are covered under this Agreement at no additional charge include the following:

- Sprinkler Waterflow Switches, tamper switches and supervisory switches of all types
- All gauges, end caps and component identification signage
- Replace and restock spare sprinklers and wrenches as needed

Other components and parts on the Equipment List that have been found to be defective or have failed will be identified following each inspection or test. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction.



FIRE SYSTEMS INC.

Fire Sprinkler System Testing & Inspection (Dry-Pipe)

Scope – FSI will test & inspect the Dry-Pipe Fire Sprinkler System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform **Four (4)** tests per year on the Sprinkler System(s) Valve Tamper and associated Pressure Switch Alarm Devices. During each of these inspections, the following tests will be performed unless otherwise noted:

- Check and adjust dry-pipe priming water level
- Test all Low-Air-Pressure Alarm Devices and record air pressure on alarm activation
- Test dry-pipe System Flow Alarm by opening the alarm bypass valve
- Test quick opening devices and accelerators (if applicable) semi-annually
- Test fire detection system for proper operation and interface to the Pre-Action System.

Annually during one of the above scheduled inspections, FSI personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangers and seismic bracing from the floor level and will perform the following:

- Conduct partial Trip-testing of the dry-pipe valve, record the time
- Open the dry-pipe valve; inspect and clean interior
- Check all low-point drains (Drum Drips) – drain thoroughly
- Internally inspect Dry-pipe Valve and clean; Test the air pressure maintenance device (compressor)
- Perform a Main Drain Test annually and record static and residual pressures
- Check all hose connections and inspect FDC if applicable during each scheduled inspection
- Check for signs of leakage, corrosion, improper loading, misalignment, physical damage or if sprinkler heads have been painted or damaged in any way (i.e. Glass bulb sprinklers)
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation
- Check to ensure adequate heat can be maintained in the dry-pipe valve room.
- Check Hydraulic nameplate if applicable and the supply of spare sprinklers, proper storage and wrench types

All tests and inspections will be completed in accordance with the **most recent edition of NFPA 25 – *Inspection, Testing and Maintenance of Water-Based Fire Protection Systems***. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement. **The required Full Flow Dry-Pipe Trip Test every three years is not included in this Agreement.**

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At FSI sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of FSI.



FIRE SYSTEMS INC.

Fire Pump Testing and Inspection Services

Scope – FSI will test & inspect the Fire Pump(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform **One (1)** test(s) per year on the Fire Pump including the annual pump performance test. During this inspection, FSI personnel inspect all control valves (Discharge, Suction and Bypass) and other valves for proper operation, position, condition, accessibility and identification; FSI will also inspect packing glands and shaft seals for proper adjustment. FSI will lubricate the pump, motor bearings, valves, couplings, oil heater, crank-case breather and drives as applicable. On Diesel Pumps, FSI will also check the fuel level, all oil and water levels; check coolant and clean cooling line strainer; and verify the proper operation of the batteries including the terminals, charger, charger state and all pilot lights.

If applicable, FSI will also check the Jockey Pump for proper operation and that it is set for automatic operation; and will inspect the Test Header and Test Header Control Valve for proper operation, condition and valve position.

During the annual pump test, FSI will verify the closure of the Circulation Relief Valve in accordance with the manufacturer's instructions. FSI will also verify the Pressure Relief Valve operates properly and may adjust the setting to relieve at the correct pressure during the annual pump test.

FSI will furnish a written report certifying that such tests have been completed and documenting any deficiencies found which require corrective action. All tests and inspections will be completed in accordance with the pump manufacturer's recommendations and the **most recent edition of NFPA 25 – Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Other required weekly pump run tests, weekly fire pump circulation relief valve and pressure relief valve inspections, monthly and quarterly inspections are not included unless otherwise specified in the Special Provisions. Changing the oil, oil filters and antifreeze on Diesel Engine Pumps are not included unless otherwise specified in the Special Provisions.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At FSI sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of FSI.

Repairs - FSI will make all necessary repairs to the Fire Pump upon written authorization by the CUSTOMER. All labor and materials used will be invoiced on a Time & Materials basis except as otherwise provided in this Agreement.



FIRE SYSTEMS INC.

Backflow Preventer Testing and Inspection

Scope – To help ensure a safe public water supply and prevent contamination, FSI will test and inspect the fire sprinkler backflow preventers listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform **One (1)** Annual Inspection(s) on each fire sprinkler backflow preventer listed on the attached Equipment List. Other required weekly and monthly inspections of the Double Check Assembly, Double Check Detector Assembly, Reduced Pressure Assembly and Reduced Pressure Detector Assemblies are not included in this Agreement unless otherwise specified in the Special Provisions. All tests and inspections will be completed in accordance with the backflow preventer's manufacturer's recommendations and the **most recent edition of NFPA 25 – Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**. The following services will be performed during each inspection:

- Inspect and determine if the backflow device is in service and satisfactory condition.
- Inspect backflow preventer control valves for proper position, general condition and accessibility.
- Inspect the condition of the backflow preventer, piping, hangars, drains, test ports and related equipment.
- Perform a Forward Flow Test at the system demand, including required hose stream demands. Where connections do not permit a full flow test, tests will be conducted at the maximum flow rate possible. (Exception: the forward flow test is not required when the backflow preventer is the first device installed on the water supply pipe and the system is equipped with a fire pump.
- Perform a Backflow Performance Test at the completion of the Forward Flow Test.
- Apply inspection tag to system

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Repairs – FSI will make all necessary repairs to the backflow preventer upon written authorization by the CUSTOMER. All labor and materials used will be invoiced on a Time & Materials basis.



FIRE SYSTEMS INC.

Emergency Services

Should an emergency arise, FSI personnel will assess the situation by phone and will determine the required course of action with the CUSTOMER.

This initial response will be provided within One (1) hour of receipt of call by the CUSTOMER.

On-Site Response Time: If it is determined that a site visit is required, FSI personnel will arrive at the affected premises within **Four (4)** hours of the request of the CUSTOMER.

Emergency Services provided under this agreement will be reimbursable by the CUSTOMER to FSI at then current FSI published service labor rates and standard service charges (Minimum Labor Charge, Truck Charge, and Travel & Living Expense) unless specifically included under this Agreement and/or selected below.

If the resolution of the emergency service call requires FSI to provide service for equipment that is not listed in the attached Equipment List, CUSTOMER will be liable for charges and expenses prevailing for such service.

Emergency Service will be provided during the following periods and in accordance with FSI published Service Labor Rates or as stated in the Special Provisions Section of this Agreement:

- Billable Emergency Service:** Emergency Service provided under this Agreement will be 100% reimbursable by CUSTOMER in accordance with the Service Labor Rates outlined in the Special Provisions Section of this Agreement. The minimum charge billed by FSI for Emergency Service will be **Two (2)** hours Monday thru Friday and **Four (4)** hours for weekends, city, state, federal and FSI observed holidays. FSI will provide a response time as stated and agreed to above.
- Standard Emergency Service:** FSI will provide Emergency Service Monday through Friday 8:00 AM – 4:30 PM excluding evenings and weekends, city, state, federal and FSI observed holidays at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. FSI will provide a response time as stated and agreed to above. Emergency Service requested by the CUSTOMER to be provided outside of the above stated times to be reimbursed by the CUSTOMER. FSI will provide a response time as stated and agreed to above.
- 24/7 Emergency Service:** 24 hours per day, 7 days per week, city, state, federal and FSI observed holidays are included. Emergency Service will be provided at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. FSI will provide a response time as stated and agreed to above.



FIRE SYSTEMS INC.

Critical Parts Inventory

Scope - FSI will maintain the following list of spare parts determined to be critical to the CUSTOMER's system(s) maintained or serviced under this Agreement. This inventory will be maintained at the listed quantities by FSI and will only be used for repairs on the CUSTOMER's systems(s) maintained or serviced under this Agreement. By maintaining a stock of critical parts, system repairs can be made more quickly ensuring less system downtime.

Qty	Description	Model Number	Manufacturer	Location Stored
1	FACP	EST-2	Edwards	
1	Fire Pump	Patterson		
6	Fire Extinguishers			

Storage - Material stored at FSI offices will be properly secured and accessed only for use on the CUSTOMER's systems(s) maintained or serviced under this Agreement. FSI will allow the CUSTOMER access to this inventory for audit purposes at any time with reasonable notice. CUSTOMER agrees that any material stored at the CUSTOMER's premises will be suitably secured in a conditioned environment and available only to FSI personnel or properly authorized employees of the CUSTOMER. To reduce possible system down-time, FSI advises and encourages CUSTOMER to maintain this inventory at the CUSTOMER's premises whenever possible.

Replenishment - FSI will normally replenish material from this inventory within seventy-two (72) hours of usage. In the event that the CUSTOMER uses material from this inventory to repair a system, CUSTOMER shall promptly notify FSI of this usage. All replacement parts and components shall become the property of FSI.

Title - Title to all materials stored under this Agreement, regardless of the location stored, shall remain with FSI until installed on the CUSTOMER's system(s) maintained or serviced under this agreement.

Warranty - Warranty on items in the Critical Parts Stocking Inventory will begin on the date at which the component, part or material is physically installed. All warranty provisions contained in the Terms and Conditions of this Agreement shall apply.



FIRE SYSTEMS INC.

SERVICE AGREEMENT

Proposal Number: 091101-P2R
Date: 01/01/2015
Agreement Number: 091101-P2R

By and between

Fire Systems, Inc. (FSI)
955 Reed Road
Dartmouth, MA 02747
(877) 374-6274
(508) 996-2828 Fax

CUSTOMER Town Of Truro Comm. CTR.

Services will be provided at the following location(s):

FSI shall provide Services as indicated below and in accordance with the attached Service Agreement Terms and Conditions, work scope documents and special provisions which form a part of this Agreement:

<input checked="" type="checkbox"/> Fire Alarm System Testing and Inspection	<input type="checkbox"/> Fire Alarm System Testing and Maintenance
<input checked="" type="checkbox"/> Fire Sprinkler System Testing and Inspection	<input type="checkbox"/> Fire Sprinkler System Testing and Maintenance
<input type="checkbox"/> Smoke Detector Cleaning and Sensitivity Testing	<input type="checkbox"/> Special Hazards System Testing and Inspection
<input checked="" type="checkbox"/> Emergency Services	<input checked="" type="checkbox"/> Fire Extinguishers
<input type="checkbox"/> Other	<input type="checkbox"/> Special Provisions

Annual Fee: All for the annual sum of \$1,731.60 plus applicable taxes.

Period of Agreement: The service(s) described in this Agreement shall begin on 01/01/2015 shall continue for a period of three (3) year from this date.

This proposal shall remain valid for a period of thirty (30) days from the above referenced proposal date.

This proposal and the pages attached shall become an Agreement only upon signature below by FSI and CUSTOMER. No waiver or modification of any terms or conditions of this Agreement shall be binding on FSI unless made in writing and signed by an authorized representative of FSI.

Fire Systems, Inc.

Signature: *Stevie V. Fabrizio*

(Type or Print Name) STEVEN V. FABRIZIO

Title: SERVICE SALES REPRESENTATIVE

Date: 1/20/15

CUSTOMER Acceptance: Town of Truro

Signature: _____

(Type or Print Name) _____

Title: _____

Date: _____

Email: _____

Terms and Conditions

DEFINITIONS

1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the "Equipment List".
2. "Services" means those services and obligations to be undertaken by FSI in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

COVERAGE

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. FSI will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.
2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.
3. FSI will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than FSI or its employees, or caused by lightning, flood or water damage from any source, electrical storm, or other violent weather or by any other cause beyond FSI control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.
4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by FSI will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.
5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. FSI shall not be obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.
6. All non-emergency services under this Agreement will be performed between the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays and normal FSI observed Holidays. If for any reason CUSTOMER requests FSI to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.
7. CUSTOMER will promptly notify FSI of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER's attention.

PRICE, BILLING, AND TERM

1. CUSTOMER shall pay or cause to be paid to FSI the full price for the Services as specified on the first page of this Agreement. FSI shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by FSI in collecting any past due amounts.
2. FSI may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and FSI, if additional systems and equipment are added or deleted to the scope of this Agreement.
3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.
4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which FSI may be required to pay or collect in connection with this Agreement.

TERMINATION

1. CUSTOMER may terminate this Agreement for cause after giving FSI thirty (30) days advance written notice. CUSTOMER is responsible for payment for all services received to date of cancellation.
2. FSI may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

GENERAL TERMS AND CONDITIONS

1. **Assignment and Delegation:** CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of FSI. FSI may assign its right to receive payment to a third party.
2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against FSI.
3. **Hazardous Materials:** CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where FSI will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.

4. **CUSTOMER SHALL INDEMNIFY AND HOLD FSI HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED FSI. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.**
5. **Warranties and Limitation of Liability:** FSI will replace or repair any product FSI provides or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence, or from fire, lightning, water damage, or any other cause beyond FSI control. This warranty applies to FSI fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.
6. **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND FSI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. FSI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.**
7. FSI shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC), strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond FSI reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of FSI, any repairs or replacement shall be paid for by CUSTOMER.
8. **Indemnity and Limitation of Liability:** FSI agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under FSI negligent actions or willful misconduct in its performance of the Services. **PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL FSI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES FSI REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS FSI, THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.**
9. The parties further agree that FSI is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by FSI from a variety of service options; that FSI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.
10. **BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON FSI FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.**

MISCELLANEOUS

1. **Extent of Agreement:** Except as and to the extent provided in the Contract, this Agreement represents the entire Agreement between CUSTOMER and FSI for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.
2. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
3. FSI shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of FSI. In addition, FSI shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

DISPUTE RESOLUTION

1. This Agreement shall be deemed to be made in Bristol County, Massachusetts, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Massachusetts law. The venue for any claim arising under this Agreement shall be in Bristol County, Massachusetts.
2. In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.



FIRE SYSTEMS INC.

Fire Alarm System Testing & Inspection

Scope – FSI will test & inspect the fire alarm system components listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing Frequency – FSI will perform **One (1)** 100% test(s) per year on automatic initiating devices (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc...) and **One (1)** 100% functional test(s) of notification appliances excluding a Decibel level test. Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be tested electrically. All testing will be completed in accordance with the most recent edition of NFPA 72 – National Fire Alarm Code. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If the component or part is covered under a current FSI or factory warranty, said part or component will be replaced at no charge to CUSTOMER including labor during normal business hours. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At FSI sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of FSI.



Portable Fire Extinguishers

Scope – FSI will test & inspect the portable fire extinguishers listed on the attached Equipment List.

Testing Frequency – FSI will perform **One (1)** 100% test(s) per year.

- Check that extinguishers are in their designated place
- Check for obstructions, access, and visibility
- Check that operating instructions on the nameplates are legible and facing outward
- Determine fullness of each extinguisher by weighing or hefting
- Examine for obvious physical damage, missing parts, corrosion, leakage, or clogged nozzles
- Check pressure gauge or indicator read in the operable range position
- Check condition of hose and nozzle (and tires for wheel units)
- Make sure the HMIS label is in place
- Tag each unit to insure that it conforms to fire department regulations

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Note: If services, including the 6-year maintenance and hydro testing of pressurized dry chemical extinguishers, hydro testing of CO2 extinguishers, hose continuity test, inspection of cartridge type extinguishers, wheeled units, or if parts or refills are needed, additional charges will be incurred. Units requiring these services CANNOT be tagged at the time of the test and inspection unless the service is provided at that time; FSI will automatically provide service unless notified prior to inspection. Billing will be for ALL units found whether over or under the quantity noted on the Equipment List.



FIRE SYSTEMS INC.

Fire Sprinkler System Testing & Inspection (Wet Type)

Scope – FSI will test & inspect the Wet Type Fire Sprinkler System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform **Two (2)** tests per year on the Fire Sprinkler System(s) to include Vane-Type Waterflow and **Four (4)** tests per year on all Water Motor Gongs, Valve Tamper Switches, Sprinkler Supervisory Switches and Waterflow Pressure Switches. Flow testing shall include the opening of each Inspector's Test Valve to activate Waterflow Alarm Devices (to include Waterflow Pressure Switches). Annually during one of the above scheduled inspections, FSI personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangars and seismic bracing from the floor level and will perform the following:

- Check for signs of leakage, corrosion, improper loading, misalignment, or physical damage.
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation
- Exercise all valves and annually lubricate all valves stems
- Check all hose connections and inspect Fire Department Connection during each scheduled inspection
- Check the supply of spare sprinklers including required minimum quantity of each type, proper storage and wrench types during each scheduled inspection
- Clean the strainer
- Flush underground lead-in connections (Water mist systems only)
- Perform a Main Drain Test annually and record static and residual pressures
- Test freezing point of antifreeze solutions if applicable
- Apply inspection tag to system

All tests and inspections will be completed in accordance with the **most recent edition of NFPA 25 – *Inspection, Testing and Maintenance of Water-Based Fire Protection Systems***. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement. Other required weekly, monthly, quarterly and five year inspections and tests in addition to laboratory testing of sprinkler heads are not included in this Agreement unless otherwise specified in the Special Provisions.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At FSI sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of FSI.



FIRE SYSTEMS INC.

Fire Sprinkler System Testing and Maintenance (Dry-Pipe)

Scope – FSI will test & maintain the Dry-Pipe Fire Sprinkler System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform **Four (4)** tests per year on the Sprinkler System(s) Valve Tamper and associated Pressure Switch Alarm Devices. The required Full Flow Dry-Pipe Trip Test will be performed every three years beginning in 2007 and is included under this Agreement. During each of these inspections, the following tests will be performed unless otherwise noted:

- Check and adjust dry-pipe priming water level
- Test all Low-Air-Pressure Alarm and record air pressure on alarm activation
- Test dry-pipe System Flow Alarm by opening the alarm bypass valve
- Test quick opening devices and accelerators (if applicable) semi-annually
- Test fire detection system for proper operation and interface to the Pre-Action System.

Annually during one of the above scheduled inspections, FSI personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangers and seismic bracing from the floor level and will perform the following:

- Conduct partial Trip-testing of the dry-pipe valve, record the time delay
- Open the dry-pipe valve; inspect and clean interior
- Check all low-point drains (Drum Drips) – drain thoroughly
- Internally inspect Pre-Action Valve; Test the air pressure maintenance device (compressor)
- Perform a Main Drain Test annually and record static and residual pressures
- Check for signs of leakage, corrosion, improper loading, misalignment, physical damage or painted.
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation
- Check all hose connections and inspect Fire Department Connection if applicable during each scheduled inspection
- Check Hydraulic nameplate if applicable and the supply of spare sprinklers, proper storage and wrench types

All tests and inspections will be completed in accordance with the **most recent edition of NFPA 25 – Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support & Predictive Maintenance – FSI will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List. Components that are covered under this Agreement at no additional charge include the following:

- Sprinkler Waterflow Switches, tamper switches and supervisory switches of all types
- All gauges, end caps and identification signage; Replace and restock spare sprinklers and wrenches as needed
- Dry-pipe, Pre-Action and Deluge valves and valve components/trim including gaskets and seals
- Dedicated Dry-pipe Air Compressors and air maintenance devices (non-dedicated compressors are excluded)

Other components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.



FIRE SYSTEMS INC.

Emergency Services

Should an emergency arise, FSI personnel will assess the situation by phone and will determine the required course of action with the CUSTOMER.

This initial response will be provided within One (1) hour of receipt of call by the CUSTOMER.

On-Site Response Time: If it is determined that a site visit is required, FSI personnel will arrive at the affected premises within **Four (4)** hours of the request of the CUSTOMER.

Emergency Services provided under this agreement will be reimbursable by the CUSTOMER to FSI at then current FSI published service labor rates and standard service charges (Minimum Labor Charge, Truck Charge, and Travel & Living Expense) unless specifically included under this Agreement and/or selected below.

If the resolution of the emergency service call requires FSI to provide service for equipment that is not listed in the attached Equipment List, CUSTOMER will be liable for charges and expenses prevailing for such service.

Emergency Service will be provided during the following periods and in accordance with FSI published Service Labor Rates or as stated in the Special Provisions Section of this Agreement:

- Billable Emergency Service:** Emergency Service provided under this Agreement will be 100% reimbursable by CUSTOMER in accordance with the Service Labor Rates outlined in the Special Provisions Section of this Agreement. The minimum charge billed by FSI for Emergency Service will be **Two (2)** hours Monday thru Friday and **Four (4)** hours for weekends, city, state, federal and FSI observed holidays. FSI will provide a response time as stated and agreed to above.
- Standard Emergency Service:** FSI will provide Emergency Service Monday through Friday 8:00 AM – 4:30 PM excluding evenings and weekends, city, state, federal and FSI observed holidays at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. FSI will provide a response time as stated and agreed to above. Emergency Service requested by the CUSTOMER to be provided outside of the above stated times to be reimbursed by the CUSTOMER. FSI will provide a response time as stated and agreed to above.
- 24/7 Emergency Service:** 24 hours per day, 7 days per week, city, state, federal and FSI observed holidays are included. Emergency Service will be provided at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. FSI will provide a response time as stated and agreed to above.



FIRE SYSTEMS INC.

Critical Parts Inventory

Scope - FSI will maintain the following list of spare parts determined to be critical to the CUSTOMER's system(s) maintained or serviced under this Agreement. This inventory will be maintained at the listed quantities by FSI and will only be used for repairs on the CUSTOMER's systems(s) maintained or serviced under this Agreement. By maintaining a stock of critical parts, system repairs can be made more quickly ensuring less system downtime.

Qty	Description	Model Number	Manufacturer	Location Stored
1	FACP	IFP-50	Silent Knight	

Storage - Material stored at FSI offices will be properly secured and accessed only for use on the CUSTOMER's systems(s) maintained or serviced under this Agreement. FSI will allow the CUSTOMER access to this inventory for audit purposes at any time with reasonable notice. CUSTOMER agrees that any material stored at the CUSTOMER's premises will be suitably secured in a conditioned environment and available only to FSI personnel or properly authorized employees of the CUSTOMER. To reduce possible system down-time, FSI advises and encourages CUSTOMER to maintain this inventory at the CUSTOMER's premises whenever possible.

Replenishment - FSI will normally replenish material from this inventory within seventy-two (72) hours of usage. In the event that the CUSTOMER uses material from this inventory to repair a system, CUSTOMER shall promptly notify FSI of this usage. All replacement parts and components shall become the property of FSI.

Title - Title to all materials stored under this Agreement, regardless of the location stored, shall remain with FSI until installed on the CUSTOMER's system(s) maintained or serviced under this agreement.

Warranty - Warranty on items in the Critical Parts Stocking Inventory will begin on the date at which the component, part or material is physically installed. All warranty provisions contained in the Terms and Conditions of this Agreement shall apply.



FIRE SYSTEMS INC.

SERVICE AGREEMENT

Proposal Number: 091101-P4R
Date: 01/01/2015
Agreement Number: 091101-P4R

By and between

Fire Systems, Inc. (FSI)
955 Reed Road
Dartmouth, MA 02747

(877) 374-6274
(508) 996-2828 Fax

CUSTOMER Town of Truro, Library
24 Library Lane
Truro, Ma. 02666

Services will be provided at the following location(s):

FSI shall provide Services as indicated below and in accordance with the attached Service Agreement Terms and Conditions, work scope documents and special provisions which form a part of this Agreement:

<input checked="" type="checkbox"/> Fire Alarm System Testing and Inspection	<input type="checkbox"/> Fire Alarm System Testing and Maintenance
<input checked="" type="checkbox"/> Fire Sprinkler System Testing and Inspection	<input type="checkbox"/> Fire Sprinkler System Testing and Maintenance
<input type="checkbox"/> Smoke Detector Cleaning and Sensitivity Testing	<input type="checkbox"/> Special Hazards System Testing and Inspection
<input checked="" type="checkbox"/> Emergency Services	<input checked="" type="checkbox"/> Fire Extinguishers
<input type="checkbox"/> Other	<input type="checkbox"/> Special Provisions

Annual Fee: All for the annual sum of \$3,009.00 plus applicable taxes.

Period of Agreement: The service(s) described in this Agreement shall begin on 01/01/2015 shall continue for a period of Three (3) year from this date.

This proposal shall remain valid for a period of thirty (30) days from the above referenced proposal date.

This proposal and the pages attached shall become an Agreement only upon signature below by FSI and CUSTOMER. No waiver or modification of any terms or conditions of this Agreement shall be binding on FSI unless made in writing and signed by an authorized representative of FSI.

Fire Systems, Inc.

Signature: 

(Type or Print Name) STEVEN D. FABRIZIO

Title: SERVICE SALES REPRESENTATIVE

Date: 1/20/15

CUSTOMER Acceptance: Town of Truro

Signature: _____

(Type or Print Name) _____

Title: _____

Date: _____

Email: _____

Terms and Conditions

DEFINITIONS

1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the "Equipment List".
2. "Services" means those services and obligations to be undertaken by FSI in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

COVERAGE

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. FSI will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.
2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.
3. FSI will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than FSI or its employees, or caused by lightning, flood or water damage from any source, electrical storm, or other violent weather or by any other cause beyond FSI control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.
4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by FSI will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.
5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. FSI shall not be obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.
6. All non-emergency services under this Agreement will be performed between the hours of 8:00 a.m. – 4:30 p.m. local time Monday through Friday, excluding federal holidays and normal FSI observed Holidays. If for any reason CUSTOMER requests FSI to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.
7. CUSTOMER will promptly notify FSI of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER's attention.

PRICE, BILLING, AND TERM

1. CUSTOMER shall pay or cause to be paid to FSI the full price for the Services as specified on the first page of this Agreement. FSI shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by FSI in collecting any past due amounts.
2. FSI may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and FSI, if additional systems and equipment are added or deleted to the scope of this Agreement.
3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.
4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which FSI may be required to pay or collect in connection with this Agreement.

TERMINATION

1. CUSTOMER may terminate this Agreement for cause after giving FSI thirty (30) days advance written notice. CUSTOMER is responsible for payment for all services received to date of cancellation.
2. FSI may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

GENERAL TERMS AND CONDITIONS

1. **Assignment and Delegation:** CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of FSI. FSI may assign its right to receive payment to a third party.
2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against FSI.
3. **Hazardous Materials:** CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where FSI will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.

4. **CUSTOMER SHALL INDEMNIFY AND HOLD FSI HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED FSI. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.**
5. **Warranties and Limitation of Liability:** FSI will replace or repair any product FSI provides or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence, or from fire, lightning, water damage, or any other cause beyond FSI control. This warranty applies to FSI fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.
6. **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND FSI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. FSI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.**
7. FSI shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond FSI reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of FSI, any repairs or replacement shall be paid for by CUSTOMER.
8. **Indemnity and Limitation of Liability:** FSI agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under FSI negligent actions or willful misconduct in its performance of the Services. **PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL FSI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES FSI REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS FSI, THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.**
9. The parties further agree that FSI is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by FSI from a variety of service options; that FSI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.
10. **BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON FSI FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.**

MISCELLANEOUS

1. **Extent of Agreement:** Except as and to the extent provided in the Contract, this Agreement represents the entire Agreement between CUSTOMER and FSI for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.
2. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
3. FSI shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of FSI. In addition, FSI shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

DISPUTE RESOLUTION

1. This Agreement shall be deemed to be made in Bristol County, Massachusetts, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Massachusetts law. The venue for any claim arising under this Agreement shall be in Bristol County, Massachusetts.
2. In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.



FIRE SYSTEMS INC.

Fire Alarm System Testing & Inspection

Scope – FSI will test & inspect the fire alarm system components listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing Frequency – FSI will perform **One (1)** 100% test(s) per year on automatic initiating devices (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc...) and **One (1)** 100% functional test(s) of notification appliances excluding a Decibel level test. Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be tested electrically. All testing will be completed in accordance with the most recent edition of NFPA 72 – National Fire Alarm Code. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If the component or part is covered under a current FSI or factory warranty, said part or component will be replaced at no charge to CUSTOMER including labor during normal business hours. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At FSI sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of FSI.



FIRE SYSTEMS INC.

Portable Fire Extinguishers

Scope – FSI will test & inspect the portable fire extinguishers listed on the attached Equipment List.

Testing Frequency – FSI will perform **One (1)** 100% test(s) per year.

- Check that extinguishers are in their designated place
- Check for obstructions, access, and visibility
- Check that operating instructions on the nameplates are legible and facing outward
- Determine fullness of each extinguisher by weighing or hefting
- Examine for obvious physical damage, missing parts, corrosion, leakage, or clogged nozzles
- Check pressure gauge or indicator read in the operable range position
- Check condition of hose and nozzle (and tires for wheel units)
- Make sure the HMIS label is in place
- Tag each unit to insure that it conforms to fire department regulations

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Note: If services, including the 6-year maintenance and hydro testing of pressurized dry chemical extinguishers, hydro testing of CO2 extinguishers, hose continuity test, inspection of cartridge type extinguishers, wheeled units, or if parts or refills are needed, additional charges will be incurred. Units requiring these services CANNOT be tagged at the time of the test and inspection unless the service is provided at that time; FSI will automatically provide service unless notified prior to inspection. Billing will be for ALL units found whether over or under the quantity noted on the Equipment List.



FIRE SYSTEMS INC.

Fire Sprinkler System Testing & Inspection (Wet Type)

Scope – FSI will test & inspect the Wet Type Fire Sprinkler System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform **Two (2)** tests per year on the Fire Sprinkler System(s) to include Vane-Type Waterflow and **Four (4)** tests per year on all Water Motor Gongs, Valve Tamper Switches, Sprinkler Supervisory Switches and Waterflow Pressure Switches. Flow testing shall include the opening of each Inspector's Test Valve to activate Waterflow Alarm Devices (to include Waterflow Pressure Switches). Annually during one of the above scheduled inspections, FSI personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangars and seismic bracing from the floor level and will perform the following:

- Check for signs of leakage, corrosion, improper loading, misalignment, or physical damage.
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation
- Exercise all valves and annually lubricate all valves stems
- Check all hose connections and inspect Fire Department Connection during each scheduled inspection
- Check the supply of spare sprinklers including required minimum quantity of each type, proper storage and wrench types during each scheduled inspection
- Clean the strainer
- Flush underground lead-in connections (Water mist systems only)
- Perform a Main Drain Test annually and record static and residual pressures
- Test freezing point of antifreeze solutions if applicable
- Apply inspection tag to system

All tests and inspections will be completed in accordance with the **most recent edition of NFPA 25 – *Inspection, Testing and Maintenance of Water-Based Fire Protection Systems***. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement. Other required weekly, monthly, quarterly and five year inspections and tests in addition to laboratory testing of sprinkler heads are not included in this Agreement unless otherwise specified in the Special Provisions.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At FSI sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of FSI.



FIRE SYSTEMS INC.

Fire Sprinkler System Testing and Maintenance (Dry-Pipe)

Scope – FSI will test & maintain the Dry-Pipe Fire Sprinkler System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform **Four (4)** tests per year on the Sprinkler System(s) Valve Tamper and associated Pressure Switch Alarm Devices. The required Full Flow Dry-Pipe Trip Test will be performed every three years beginning in 2007 and is included under this Agreement. During each of these inspections, the following tests will be performed unless otherwise noted:

- Check and adjust dry-pipe priming water level
- Test all Low-Air-Pressure Alarm and record air pressure on alarm activation
- Test dry-pipe System Flow Alarm by opening the alarm bypass valve
- Test quick opening devices and accelerators (if applicable) semi-annually
- Test fire detection system for proper operation and interface to the Pre-Action System.

Annually during one of the above scheduled inspections, FSI personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangers and seismic bracing from the floor level and will perform the following:

- Conduct partial Trip-testing of the dry-pipe valve, record the time delay
- Open the dry-pipe valve; inspect and clean interior
- Check all low-point drains (Drum Drips) – drain thoroughly
- Internally inspect Pre-Action Valve; Test the air pressure maintenance device (compressor)
- Perform a Main Drain Test annually and record static and residual pressures
- Check for signs of leakage, corrosion, improper loading, misalignment, physical damage or painted.
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation
- Check all hose connections and inspect Fire Department Connection if applicable during each scheduled inspection
- Check Hydraulic nameplate if applicable and the supply of spare sprinklers, proper storage and wrench types

All tests and inspections will be completed in accordance with the **most recent edition of NFPA 25 – Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support & Predictive Maintenance – FSI will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List. Components that are covered under this Agreement at no additional charge include the following:

- Sprinkler Waterflow Switches, tamper switches and supervisory switches of all types
- All gauges, end caps and identification signage; Replace and restock spare sprinklers and wrenches as needed
- Dry-pipe, Pre-Action and Deluge valves and valve components/trim including gaskets and seals
- Dedicated Dry-pipe Air Compressors and air maintenance devices (non-dedicated compressors are excluded)

Other components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.



FIRE SYSTEMS INC.

Emergency Services

Should an emergency arise, FSI personnel will assess the situation by phone and will determine the required course of action with the CUSTOMER.

This initial response will be provided within One (1) hour of receipt of call by the CUSTOMER.

On-Site Response Time: If it is determined that a site visit is required, FSI personnel will arrive at the affected premises within **Four (4)** hours of the request of the CUSTOMER.

Emergency Services provided under this agreement will be reimbursable by the CUSTOMER to FSI at then current FSI published service labor rates and standard service charges (Minimum Labor Charge, Truck Charge, and Travel & Living Expense) unless specifically included under this Agreement and/or selected below.

If the resolution of the emergency service call requires FSI to provide service for equipment that is not listed in the attached Equipment List, CUSTOMER will be liable for charges and expenses prevailing for such service.

Emergency Service will be provided during the following periods and in accordance with FSI published Service Labor Rates or as stated in the Special Provisions Section of this Agreement:

- Billable Emergency Service:** Emergency Service provided under this Agreement will be 100% reimbursable by CUSTOMER in accordance with the Service Labor Rates outlined in the Special Provisions Section of this Agreement. The minimum charge billed by FSI for Emergency Service will be **Two (2)** hours Monday thru Friday and **Four (4)** hours for weekends, city, state, federal and FSI observed holidays. FSI will provide a response time as stated and agreed to above.
- Standard Emergency Service:** FSI will provide Emergency Service Monday through Friday 8:00 AM – 4:30 PM excluding evenings and weekends, city, state, federal and FSI observed holidays at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. FSI will provide a response time as stated and agreed to above. Emergency Service requested by the CUSTOMER to be provided outside of the above stated times to be reimbursed by the CUSTOMER. FSI will provide a response time as stated and agreed to above.
- 24/7 Emergency Service:** 24 hours per day, 7 days per week, city, state, federal and FSI observed holidays are included. Emergency Service will be provided at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. FSI will provide a response time as stated and agreed to above.



FIRE SYSTEMS INC.

Critical Parts Inventory

Scope - FSI will maintain the following list of spare parts determined to be critical to the CUSTOMER's system(s) maintained or serviced under this Agreement. This inventory will be maintained at the listed quantities by FSI and will only be used for repairs on the CUSTOMER's systems(s) maintained or serviced under this Agreement. By maintaining a stock of critical parts, system repairs can be made more quickly ensuring less system downtime.

Qty	Description	Model Number	Manufacturer	Location Stored
1	FACP	NOTIFIER		
8	Manual Pull	NOTIFIER		
38	Smoke Detectors	NOTIFIER		
3	Duct Smoke Detectors	NOTIFIER		

Storage - Material stored at FSI offices will be properly secured and accessed only for use on the CUSTOMER's systems(s) maintained or serviced under this Agreement. FSI will allow the CUSTOMER access to this inventory for audit purposes at any time with reasonable notice. CUSTOMER agrees that any material stored at the CUSTOMER's premises will be suitably secured in a conditioned environment and available only to FSI personnel or properly authorized employees of the CUSTOMER. To reduce possible system down-time, FSI advises and encourages CUSTOMER to maintain this inventory at the CUSTOMER's premises whenever possible.

Replenishment - FSI will normally replenish material from this inventory within seventy-two (72) hours of usage. In the event that the CUSTOMER uses material from this inventory to repair a system, CUSTOMER shall promptly notify FSI of this usage. All replacement parts and components shall become the property of FSI.

Title - Title to all materials stored under this Agreement, regardless of the location stored, shall remain with FSI until installed on the CUSTOMER's system(s) maintained or serviced under this agreement.

Warranty - Warranty on items in the Critical Parts Stocking Inventory will begin on the date at which the component, part or material is physically installed. All warranty provisions contained in the Terms and Conditions of this Agreement shall apply.



FIRE SYSTEMS INC.

SERVICE AGREEMENT

Proposal Number: 091101-P1R
Date: 01/01/2015
Agreement Number: 091101-P1R

By and between

Fire Systems, Inc. (FSI)
955 Reed Road
Dartmouth, MA 02747
(877) 374-6274
(508) 996-2828 Fax

CUSTOMER Town of Truro/ Police & Fire
344 RTE 6
Truro, Ma. 02666

Services will be provided at the following location(s):

FSI shall provide Services as indicated below and in accordance with the attached Service Agreement Terms and Conditions, work scope documents and special provisions which form a part of this Agreement:

<input checked="" type="checkbox"/> Fire Alarm System Testing and Inspection	<input type="checkbox"/> Fire Alarm System Testing and Maintenance
<input checked="" type="checkbox"/> Fire Sprinkler System Testing and Inspection	<input type="checkbox"/> Fire Sprinkler System Testing and Maintenance
<input type="checkbox"/> Smoke Detector Cleaning and Sensitivity Testing	<input type="checkbox"/> Special Hazards System Testing and Inspection
<input checked="" type="checkbox"/> Emergency Services	<input checked="" type="checkbox"/> Fire Extinguishers
<input type="checkbox"/> Other	<input type="checkbox"/> Special Provisions

Annual Fee: All for the annual sum of \$2,190.00 plus applicable taxes.

Period of Agreement: The service(s) described in this Agreement shall begin on 01/01/15 shall continue for a period of three (1) year from this date.

This proposal shall remain valid for a period of thirty (30) days from the above referenced proposal date.

This proposal and the pages attached shall become an Agreement only upon signature below by FSI and CUSTOMER. No waiver or modification of any terms or conditions of this Agreement shall be binding on FSI unless made in writing and signed by an authorized representative of FSI.

Fire Systems, Inc.

Signature: *Stevan J. Fabrizio*

(Type or Print Name) STEVAN J. FABRIZIO

Title: SERVICE SALES REPRESENTATIVE

Date: 1/20/15

CUSTOMER Acceptance:

Signature: _____

(Type or Print Name) _____

Title: _____

Date: _____

Email: _____

Terms and Conditions

DEFINITIONS

1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the "Equipment List".
2. "Services" means those services and obligations to be undertaken by FSI in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

COVERAGE

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. FSI will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.
2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.
3. FSI will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than FSI or its employees, or caused by lightning, flood or water damage from any source, electrical storm, or other violent weather or by any other cause beyond FSI control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.
4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by FSI will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.
5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. FSI shall not be obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.
6. All non-emergency services under this Agreement will be performed between the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays and normal FSI observed Holidays. If for any reason CUSTOMER requests FSI to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.
7. CUSTOMER will promptly notify FSI of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER's attention.

PRICE, BILLING, AND TERM

1. CUSTOMER shall pay or cause to be paid to FSI the full price for the Services as specified on the first page of this Agreement. FSI shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by FSI in collecting any past due amounts.
2. FSI may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and FSI, if additional systems and equipment are added or deleted to the scope of this Agreement.
3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.
4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which FSI may be required to pay or collect in connection with this Agreement.

TERMINATION

1. CUSTOMER may terminate this Agreement for cause after giving FSI thirty (30) days advance written notice. CUSTOMER is responsible for payment for all services received to date of cancellation.
2. FSI may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

GENERAL TERMS AND CONDITIONS

1. **Assignment and Delegation:** CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of FSI. FSI may assign its right to receive payment to a third party.
2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against FSI.
3. **Hazardous Materials:** CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where FSI will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.

4. **CUSTOMER SHALL INDEMNIFY AND HOLD FSI HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED FSI. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.**
5. **Warranties and Limitation of Liability:** FSI will replace or repair any product FSI provides or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence, or from fire, lightning, water damage, or any other cause beyond FSI control. This warranty applies to FSI fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.
6. **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND FSI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. FSI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.**
7. FSI shall not be liable for damages caused by delay or interruption in Services due to fire or flood, corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond FSI reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of FSI, any repairs or replacement shall be paid for by CUSTOMER.
8. **Indemnity and Limitation of Liability:** FSI agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under FSI negligent actions or willful misconduct in its performance of the Services. **PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL FSI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES FSI REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS FSI, THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.**
9. The parties further agree that FSI is not an insurer, that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by FSI from a variety of service options; that FSI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.
10. **BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON FSI FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.**

MISCELLANEOUS

1. **Extent of Agreement:** Except as and to the extent provided in the Contract, this Agreement represents the entire Agreement between CUSTOMER and FSI for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.
2. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
3. FSI shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of FSI. In addition, FSI shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

DISPUTE RESOLUTION

1. This Agreement shall be deemed to be made in Bristol County, Massachusetts, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Massachusetts law. The venue for any claim arising under this Agreement shall be in Bristol County, Massachusetts.
2. In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.



Fire Alarm System Testing & Inspection

Scope – FSI will test & inspect the fire alarm system components listed on the attached Equipment List.

Each call will be scheduled with a Facilities contact person. Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing Frequency – FSI will perform **One (1)** 100% test(s) per year on automatic initiating devices (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc...) and **One (1)** 100% functional test(s) of notification appliances excluding a Decibel level test. Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be tested electrically. All testing will be completed in accordance with the most recent edition of NFPA 72 – National Fire Alarm Code. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If the component or part is covered under a current FSI or factory warranty, said part or component will be replaced at no charge to CUSTOMER including labor during normal business hours. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At FSI sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of FSI.



Portable Fire Extinguishers

Scope – FSI will test & inspect the portable fire extinguishers listed on the attached Equipment List.

Testing Frequency – FSI will perform **One (1)** 100% test(s) per year.

- Check that extinguishers are in their designated place
- Check for obstructions, access, and visibility
- Check that operating instructions on the nameplates are legible and facing outward
- Determine fullness of each extinguisher by weighing or hefting
- Examine for obvious physical damage, missing parts, corrosion, leakage, or clogged nozzles
- Check pressure gauge or indicator read in the operable range position
- Check condition of hose and nozzle (and tires for wheel units)
- Make sure the HMIS label is in place
- Tag each unit to insure that it conforms to fire department regulations

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Note: If services, including the 6-year maintenance and hydro testing of pressurized dry chemical extinguishers, hydro testing of CO2 extinguishers, hose continuity test, inspection of cartridge type extinguishers, wheeled units, or if parts or refills are needed, additional charges will be incurred. Units requiring these services CANNOT be tagged at the time of the test and inspection unless the service is provided at that time; FSI will automatically provide service unless notified prior to inspection. Billing will be for ALL units found whether over or under the quantity noted on the Equipment List.



FIRE SYSTEMS INC.

Fire Sprinkler System Testing and Maintenance (Wet Type)

Scope – FSI will test & maintain the Wet Type Fire Sprinkler System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform One (1) tests per year on the Fire Sprinkler System(s) to include Vane-Type Waterflow and Three (3) tests per year all Water Motor Gongs, Valve Tamper Switches, Sprinkler Supervisory Switches and Waterflow Pressure Switches. Flow testing shall include the opening of each Inspector's Test Valve to activate Waterflow Alarm Devices (to include Waterflow Pressure Switches). Annually during one of the above scheduled inspections, FSI personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangars and seismic bracing from the floor level and will perform the following:

- Check for signs of leakage, corrosion, improper loading, misalignment, or physical damage.
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation – replace gauges at five year intervals if required
- Exercise all valves and annually lubricate all valves stems
- Check all hose connections and inspect Fire Department Connection during each scheduled inspection
- Check the supply of spare sprinklers including required minimum quantity of each type, proper storage and wrench types during each scheduled inspection
- Clean the strainer
- Flush underground lead-in connections (Water mist systems only)
- Perform a Main Drain Test annually and record static and residual pressures
- Apply inspection tag to system

All tests and inspections will be completed in accordance with the **most recent edition of NFPA 25 – *Inspection, Testing and Maintenance of Water-Based Fire Protection Systems***. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement. Other required weekly, monthly, quarterly and five year inspections and tests in addition to laboratory testing of sprinkler heads are not included in this Agreement unless otherwise specified in the Special Provisions.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support & Predictive Maintenance – FSI will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List. Components that are covered under this Agreement at no additional charge include the following:

- Sprinkler Waterflow Switches, tamper switches and supervisory switches of all types
- All gauges, end caps and component identification signage
- Replace and restock spare sprinklers and wrenches as needed

Other components and parts on the Equipment List that have been found to be defective or have failed will be identified following each inspection or test. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction.



FIRE SYSTEMS INC.

Fire Sprinkler System Testing & Inspection (Dry-Pipe)

Scope – FSI will test & inspect the Dry-Pipe Fire Sprinkler System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform **Four (4)** tests per year on the Sprinkler System(s) Valve Tamper and associated Pressure Switch Alarm Devices. During each of these inspections, the following tests will be performed unless otherwise noted:

- Check and adjust dry-pipe priming water level
- Test all Low-Air-Pressure Alarm Devices and record air pressure on alarm activation
- Test dry-pipe System Flow Alarm by opening the alarm bypass valve
- Test quick opening devices and accelerators (if applicable) semi-annually
- Test fire detection system for proper operation and interface to the Pre-Action System.

Annually during one of the above scheduled inspections, FSI personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangers and seismic bracing from the floor level and will perform the following:

- Conduct partial Trip-testing of the dry-pipe valve, record the time
- Open the dry-pipe valve; inspect and clean interior
- Check all low-point drains (Drum Drips) – drain thoroughly
- Internally inspect Dry-pipe Valve and clean; Test the air pressure maintenance device (compressor)
- Perform a Main Drain Test annually and record static and residual pressures
- Check all hose connections and inspect FDC if applicable during each scheduled inspection
- Check for signs of leakage, corrosion, improper loading, misalignment, physical damage or if sprinkler heads have been painted or damaged in any way (i.e. Glass bulb sprinklers)
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation
- Check to ensure adequate heat can be maintained in the dry-pipe valve room.
- Check Hydraulic nameplate if applicable and the supply of spare sprinklers, proper storage and wrench types

All tests and inspections will be completed in accordance with the **most recent edition of NFPA 25 – *Inspection, Testing and Maintenance of Water-Based Fire Protection Systems***. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement. **The required Full Flow Dry-Pipe Trip Test every three years is not included in this Agreement.**

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At FSI sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of FSI.



FIRE SYSTEMS INC.

Fire Pump Testing and Inspection Services

Scope – FSI will test & inspect the Fire Pump(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform **One (1)** test(s) per year on the Fire Pump including the annual pump performance test. During this inspection, FSI personnel inspect all control valves (Discharge, Suction and Bypass) and other valves for proper operation, position, condition, accessibility and identification; FSI will also inspect packing glands and shaft seals for proper adjustment. FSI will lubricate the pump, motor bearings, valves, couplings, oil heater, crank-case breather and drives as applicable. On Diesel Pumps, FSI will also check the fuel level, all oil and water levels; check coolant and clean cooling line strainer; and verify the proper operation of the batteries including the terminals, charger, charger state and all pilot lights.

If applicable, FSI will also check the Jockey Pump for proper operation and that it is set for automatic operation; and will inspect the Test Header and Test Header Control Valve for proper operation, condition and valve position.

During the annual pump test, FSI will verify the closure of the Circulation Relief Valve in accordance with the manufacturer's instructions. FSI will also verify the Pressure Relief Valve operates properly and may adjust the setting to relieve at the correct pressure during the annual pump test.

FSI will furnish a written report certifying that such tests have been completed and documenting any deficiencies found which require corrective action. All tests and inspections will be completed in accordance with the pump manufacturer's recommendations and the **most recent edition of NFPA 25 – Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Other required weekly pump run tests, weekly fire pump circulation relief valve and pressure relief valve inspections, monthly and quarterly inspections are not included unless otherwise specified in the Special Provisions. Changing the oil, oil filters and antifreeze on Diesel Engine Pumps are not included unless otherwise specified in the Special Provisions.

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current FSI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to FSI by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At FSI sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of FSI.

Repairs - FSI will make all necessary repairs to the Fire Pump upon written authorization by the CUSTOMER. All labor and materials used will be invoiced on a Time & Materials basis except as otherwise provided in this Agreement.



FIRE SYSTEMS INC.

Backflow Preventer Testing and Inspection

Scope – To help ensure a safe public water supply and prevent contamination, FSI will test and inspect the fire sprinkler backflow preventers listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency – FSI will perform **One (1)** Annual Inspection(s) on each fire sprinkler backflow preventer listed on the attached Equipment List. Other required weekly and monthly inspections of the Double Check Assembly, Double Check Detector Assembly, Reduced Pressure Assembly and Reduced Pressure Detector Assemblies are not included in this Agreement unless otherwise specified in the Special Provisions. All tests and inspections will be completed in accordance with the backflow preventer's manufacturer's recommendations and the **most recent edition of NFPA 25 – Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**. The following services will be performed during each inspection:

- Inspect and determine if the backflow device is in service and satisfactory condition.
- Inspect backflow preventer control valves for proper position, general condition and accessibility.
- Inspect the condition of the backflow preventer, piping, hangars, drains, test ports and related equipment.
- Perform a Forward Flow Test at the system demand, including required hose stream demands. Where connections do not permit a full flow test, tests will be conducted at the maximum flow rate possible. (Exception: the forward flow test is not required when the backflow preventer is the first device installed on the water supply pipe and the system is equipped with a fire pump.
- Perform a Backflow Performance Test at the completion of the Forward Flow Test.
- Apply inspection tag to system

Inspection Reports – FSI will furnish a hard copy report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Repairs – FSI will make all necessary repairs to the backflow preventer upon written authorization by the CUSTOMER. All labor and materials used will be invoiced on a Time & Materials basis.



FIRE SYSTEMS INC.

Emergency Services

Should an emergency arise, FSI personnel will assess the situation by phone and will determine the required course of action with the CUSTOMER.

This initial response will be provided within One (1) hour of receipt of call by the CUSTOMER.

On-Site Response Time: If it is determined that a site visit is required, FSI personnel will arrive at the affected premises within **Four (4)** hours of the request of the CUSTOMER.

Emergency Services provided under this agreement will be reimbursable by the CUSTOMER to FSI at then current FSI published service labor rates and standard service charges (Minimum Labor Charge, Truck Charge, and Travel & Living Expense) unless specifically included under this Agreement and/or selected below.

If the resolution of the emergency service call requires FSI to provide service for equipment that is not listed in the attached Equipment List, CUSTOMER will be liable for charges and expenses prevailing for such service.

Emergency Service will be provided during the following periods and in accordance with FSI published Service Labor Rates or as stated in the Special Provisions Section of this Agreement:

- Billable Emergency Service:** Emergency Service provided under this Agreement will be 100% reimbursable by CUSTOMER in accordance with the Service Labor Rates outlined in the Special Provisions Section of this Agreement. The minimum charge billed by FSI for Emergency Service will be **Two (2)** hours Monday thru Friday and **Four (4)** hours for weekends, city, state, federal and FSI observed holidays. FSI will provide a response time as stated and agreed to above.
- Standard Emergency Service:** FSI will provide Emergency Service Monday through Friday 8:00 AM – 4:30 PM excluding evenings and weekends, city, state, federal and FSI observed holidays at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. FSI will provide a response time as stated and agreed to above. Emergency Service requested by the CUSTOMER to be provided outside of the above stated times to be reimbursed by the CUSTOMER. FSI will provide a response time as stated and agreed to above.
- 24/7 Emergency Service:** 24 hours per day, 7 days per week, city, state, federal and FSI observed holidays are included. Emergency Service will be provided at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. FSI will provide a response time as stated and agreed to above.



FIRE SYSTEMS INC.

Critical Parts Inventory

Scope - FSI will maintain the following list of spare parts determined to be critical to the CUSTOMER's system(s) maintained or serviced under this Agreement. This inventory will be maintained at the listed quantities by FSI and will only be used for repairs on the CUSTOMER's systems(s) maintained or serviced under this Agreement. By maintaining a stock of critical parts, system repairs can be made more quickly ensuring less system downtime.

Qty	Description	Model Number	Manufacturer	Location Stored
1	FACP	Simplex		
14	Fire Extinguishers			

Storage - Material stored at FSI offices will be properly secured and accessed only for use on the CUSTOMER's systems(s) maintained or serviced under this Agreement. FSI will allow the CUSTOMER access to this inventory for audit purposes at any time with reasonable notice. CUSTOMER agrees that any material stored at the CUSTOMER's premises will be suitably secured in a conditioned environment and available only to FSI personnel or properly authorized employees of the CUSTOMER. To reduce possible system down-time, FSI advises and encourages CUSTOMER to maintain this inventory at the CUSTOMER's premises whenever possible.

Replenishment - FSI will normally replenish material from this inventory within seventy-two (72) hours of usage. In the event that the CUSTOMER uses material from this inventory to repair a system, CUSTOMER shall promptly notify FSI of this usage. All replacement parts and components shall become the property of FSI.

Title - Title to all materials stored under this Agreement, regardless of the location stored, shall remain with FSI until installed on the CUSTOMER's system(s) maintained or serviced under this agreement.

Warranty - Warranty on items in the Critical Parts Stocking Inventory will begin on the date at which the component, part or material is physically installed. All warranty provisions contained in the Terms and Conditions of this Agreement shall apply.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Office of the Board of Selectmen

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: Board of Selectmen meeting date January 27th, 2015

ITEM: Review and Approve closing of the staging permits provided by Gordon Peabody of Safe Harbor Environmental and release of liability to the Town of Truro.

EXPLANATION: Board of Selectmen Policy #48 requires Staging permits when Town beaches are accessed with construction equipment by contractors. The use of Fisher and Corn Hill Beach work was approved on December 2nd. The work was complete through Ken Rose Septic Services for 5 property owners. Once work is completed the Town needs to authorize the release of liability in order to close the permits.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applications will remain open until such time that it is closed through the process indicated.

SUGGESTED ACTION: MOTION TO approve the release of the liability to Ken Rose Septic Services doing work for Safe Harbor Environmental at Fisher and Corn Hill Beaches in order to close the permits.

ATTACHMENTS:

1. Staging Permit Applications
2. Certificate of liability
3. BoS Policy #48

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505



APPLICATION FOR CONSTRUCTION/STAGING PERMIT FOR USE OF TOWN-OWNED PROPERTY AND/OR BEACH ACCESS

Date: 11/3/14

Location of Staging Area/Access: Fisher Beach

Contractor: Ken Rose Septic Service

Legal Mailing Address: P.O. Box 1443 Wellfleet, MA 02667

Telephone: 508-349-6804 Cell: Personal Information Redacted

Working for: Safe Harbor Environmental DEP # n/a

Work Location: 33 Cooper Road, Truro

Property Owners Legal Mailing Address: Eileen McDonagh + Robert E. Davoli

Telephone: Personal Information Redacted
6 Winchelsea Lane
Lincoln, MA 01773

Project Description: Placement of approx. 5 truckloads
of locally sourced sand nourishment.

Equipment and Materials to be Used: Dump truck and loader,
to haul and place sand.

Estimated Work Start & Finish Dates: Dec 1-31

Contractor's Signature: Kevin A. Roe

Date Certification of Liability Insurance and/or Security Received: Nov. 4, 2014

DPW Director Comments: Jan R. N/A 11/17/14
Please contact me prior to starting work.

Beach Supervisor Comments: Kelly Con 11/5/14

Conservation Agent Comments: P. Pappas 11/6/14
Conservation Commission approved the project on 9/8/14

Board of Selectmen Signature of Approval: [Signature] Date: 12/2/14

Restrictions/Conditions: _____

Project Completion Sign-Off

We, the undersigned, have inspected the Town property as identified on this application and found it to be in good condition.

DPW Director Approval *James P. White* Date *1/15/15*

Beach Supervisor Approval *Kelly Orr* Date *1/13/15*

For Beach Access, Conservation Agent Approval *Patricia Payne* Date *1/22/15*

Board of Selectmen Approval of Release of Certification of Liability Insurance and/or Security:

Signature

Date



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505

APPLICATION FOR CONSTRUCTION/STAGING PERMIT FOR USE OF TOWN-OWNED PROPERTY AND/OR BEACH ACCESS

Date: 11/3/14

Location of Staging Area/Access: Fisher Beach

Contractor: Ken Rose Septic Service

Legal Mailing Address: P.O. Box 1443 Wellfleet, MA 02667

Telephone: 508-349-6804 Cell: Personal Information Redacted

Working for: Safe Harbor Environmental DEP # n/a

Work Location: 32 Cooper Road, Truro

Property Owners Legal Mailing Address: Sarah L. Lutz + John Adrian Van Rens

Telephone Personal Information Redacted
211 W. 11th Street
New York, NY 10014

Project Description: Placement of approx. 4 truckloads of locally sourced sand nourishment.

Equipment and Materials to be Used: Pump truck and loader, to haul and place sand.

Estimated Work Start & Finish Dates: Dec 1-31

Contractor's Signature: Kevin A. Roe

Date Certification of Liability Insurance and/or Security Received: Nov. 4, 2014

DPW Director Comments: Jan R. N/A 11/17/14
Please contact me prior to starting work.

Beach Supervisor Comments: Kelly Con 11/5/14

Conservation Agent Comments: P. Pappas 11/6/14
Conservation Commission approved the project on 9/8/14

Board of Selectmen Signature of Approval: [Signature] Date: 12/2/14

Restrictions/Conditions: _____

Project Completion Sign-Off

We, the undersigned, have inspected the Town property as identified on this application and found it to be in good condition.

DPW Director Approval *James P. White* Date *1/15/15*

Beach Supervisor Approval *Kelly Orr* Date *1/13/15*

For Beach Access, Conservation Agent Approval *Patricia Payne* Date *1/22/15*

Board of Selectmen Approval of Release of Certification of Liability Insurance and/or Security:

Signature

Date



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505

APPLICATION FOR CONSTRUCTION/STAGING PERMIT FOR USE OF TOWN-OWNED PROPERTY AND/OR BEACH ACCESS

Date: 11/3/14

Location of Staging Area/Access: Cold Storage Beach

Contractor: Ken Rose Septic Services

Legal Mailing Address: P.O. Box 1443, Wellfleet MA 02667

Telephone: 508-349-6804 Cell: Personal Information Redacted

Working for: Safe Harbor Environmental DEP # _____

Work Location: 2 Hevon Lane, Truro

Property Owners Legal Mailing Address: Rajeev Singh-Molares

Telephone: Personal Information Redacted 2926 131st Place NE
Bellevue, WA 98005

Project Description: _____
Placement of approx. 4 truckloads
of locally sourced sand nourishment.

Equipment and Materials to be Used: Dump truck and loader
to haul and place sand

Estimated Work Start & Finish Dates: Dec 1-31

Contractor's Signature: Kevin A. Roe

Date Certification of Liability Insurance and/or Security Received: Nov. 4, 2014

DPW Director Comments: Jan R. N/A 11/17/14
Please contact me prior to starting work.

Beach Supervisor Comments: Kelly Con 11/5/14

Conservation Agent Comments: P. Pappas 11/6/14
Conservation Commission approved the project on 9/8/14

Board of Selectmen Signature of Approval: [Signature] Date: 12/2/14

Restrictions/Conditions: _____

Project Completion Sign-Off

We, the undersigned, have inspected the Town property as identified on this application and found it to be in good condition.

DPW Director Approval James P. White Date 1/15/15

Beach Supervisor Approval Kelly Orr Date 1/13/15

For Beach Access, Conservation Agent Approval Patricia Payne Date 1/20/15

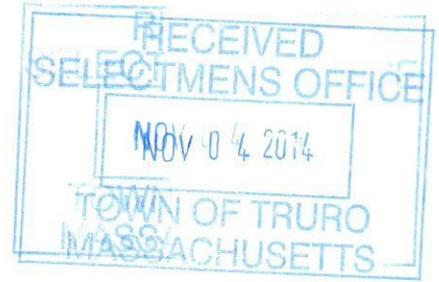
Board of Selectmen Approval of Release of Certification of Liability Insurance and/or Security:

Signature

Date

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505



APPLICATION FOR CONSTRUCTION/STAGING PERMIT FOR USE OF TOWN-OWNED PROPERTY AND/OR BEACH ACCESS

Date: 11/3/14

Location of Staging Area/Access: Cold Storage Beach

Contractor: Ken Rose Septic Services

Legal Mailing Address: P.O. Box 1443, Wellfleet MA 02667

Telephone: 508 349-6804 Cell: Personal Information Redacted

Working for: Safe Harbor Environmental DEP # h/a

Work Location: 4 Hewn Lane, Truro

Property Owners Legal Mailing Address: Atlantic Bay Realty Trust

Telephone Personal Information Redacted 391 Highland Street
W. Newton, MA 02465

Project Description: _____

Placement of approx. 5 truckloads
of locally sourced sand nourishment.

Equipment and Materials to be Used: Dump truck and loader to
haul and place sand.

Estimated Work Start & Finish Dates: Dec 1-31

Contractor's Signature: Kevin A. Roe

Date Certification of Liability Insurance and/or Security Received: Nov. 4, 2014

DPW Director Comments: Jan R. N/A 11/17/14
Please contact me prior to starting work.

Beach Supervisor Comments: Kelly Con 11/5/14

Conservation Agent Comments: P. Pappas 11/6/14
Conservation Commission approved the project on 9/8/14

Board of Selectmen Signature of Approval: [Signature] Date: 12/2/14

Restrictions/Conditions: _____

Project Completion Sign-Off

We, the undersigned, have inspected the Town property as identified on this application and found it to be in good condition.

DPW Director Approval *James P. White* Date *1/15/15*

Beach Supervisor Approval *Kelly Orr* Date *1/13/15*

For Beach Access, Conservation Agent Approval *Patricia Payne* Date *1/22/15*

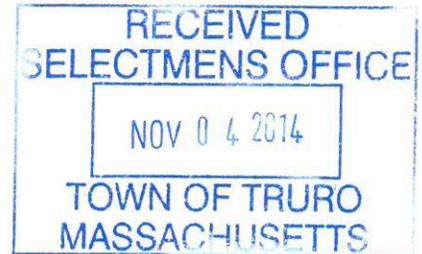
Board of Selectmen Approval of Release of Certification of Liability Insurance and/or Security:

Signature

Date

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505



APPLICATION FOR CONSTRUCTION/STAGING PERMIT FOR USE OF TOWN-OWNED PROPERTY AND/OR BEACH ACCESS

Date: 11/3/14

Location of Staging Area/Access: Cold Storage Beach

Contractor: Ken Rose Septic Services

Legal Mailing Address: P.O. Box 1443, Wellfleet MA 02667

Telephone: 508-349-6804 Cell: Personal Information Redacted

Working for: Safe Harbor Environmental DEP # n/a

Work Location: 39 Bay View Road, Truro

Property Owners Legal Mailing Address: T.D. Bank NA, Trustee of Ellen S.

Telephone: Personal Information Redacted

307 Main Street Brown Trust
Hyannis, MA 02601

Project Description: _____

Placement of approx. 4 truckloads
of locally sourced sand nourishment.

Equipment and Materials to be Used: Dump truck and loader,
to haul and place sand.

Estimated Work Start & Finish Dates: Dec 1-31

Contractor's Signature: Kevin A. Roe

Date Certification of Liability Insurance and/or Security Received: Nov. 4, 2014

DPW Director Comments: Jan R. N/A 11/17/14
Please contact me prior to starting work.

Beach Supervisor Comments: Kelly Con 11/5/14

Conservation Agent Comments: P. Pappas 11/6/14
Conservation Commission approved the project on 9/8/14

Board of Selectmen Signature of Approval: [Signature] Date: 12/2/14

Restrictions/Conditions: _____

Project Completion Sign-Off

We, the undersigned, have inspected the Town property as identified on this application and found it to be in good condition.

DPW Director Approval *James P. White* Date *1/15/15*

Beach Supervisor Approval *Kelly Orr* Date *1/13/15*

For Beach Access, Conservation Agent Approval *Patricia Payne* Date *1/20/15*

Board of Selectmen Approval of Release of Certification of Liability Insurance and/or Security:

Signature

Date

CERTIFICATE OF LIABILITY INSURANCE

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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCSHEA INSURANCE AGENCY INC 1550 Falmouth Rd Ste #2 Centerville, MA 02632	CONTACT NAME:
	PHONE (A/C, No, Ext): (508) 420-9011 FAX (A/C, No): (508) 420-9010 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURED Sand Dollar Enterprise LLC DBA Ken Rose Septic Service PO Box 1443 Wellfleet, MA 02667 508-349-6804	INSURER A: National Grange Mutual Ins Co.
	INSURER B: COMMERCE INSURANCE CO.
	INSURER C: LLOYDS OF LONDON
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MPT3396P 105073827	7/15/14 9/15/14	9/15/14 9/15/15	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y BGJDTS	7/21/14	7/21/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		WCT3374P	7/15/14	7/15/15	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	General Liability			LGL1022633	11/1/14	11/1/15	plowing: 1,000,000 occur 2,000,000 aggr

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

RECEIVED
SELECTMENS OFFICE
 NOV 04 2014
TOWN OF TRURO
 MASSACHUSETTS

CERTIFICATE HOLDER TRURO TOWN HALL	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505

POLICY MEMORANDUM #48

Date: Adopted September 6, 2011

Subject: CONSTRUCTION/STAGING PERMIT FOR USE OF TOWN-OWNED
AND/OR BEACH ACCESS

PROPERTY

1. Said permit shall be issued by the Truro Board of Selectmen.
 2. Said permit issued by the Truro Board of Selectmen must be current and valid.
 3. The Board of Selectmen shall forward the application to the Director of the Department of Public Works, the Beach Supervisor and/or the Conservation Agent for review and comment.
 4. The Contractor shall submit proof of Certificate of Liability Insurance in the amount of \$1,000,000 and/or a bond or other form of security to be determined by the Board of Selectmen upon approval of application and the release of permit.
 5. The parking area and beach access, if applicable, shall be inspected by the Director of the Department of Public Works and the Beach Supervisor prior to any equipment or materials being off-loaded on any town-owned property. Upon completion of the project, an inspection shall be conducted by the Director of the Department of Public Works and the Beach Supervisor. If damage to town-owned property from the scope of the project is observed by the Director of the Department of Public Works and the Beach Supervisor, the Contractor shall promptly make all necessary repairs.
 6. A layer of sand or other suitable material(s) shall be deposited on areas designated by the Director of the Department of Public Works, or his designee, prior to the offloading and reloading of equipment and materials. In no case shall the equipment or materials block any access or driveways and shall be so located, as much as possible, away from any dwelling(s). Sweeping of the area, at the contractor's expense, shall be required.
 7. The entrance of the beach parking and beach area, if applicable, shall be maintained daily.
 8. If and where deemed necessary by the Director of the Department of Public Works poles and posts marking the edge of pavement shall be removed prior to use of the beach slope and returned to their original position upon completion of the project by the contractor. Pavement markers are to be replaced at the end of each workday.
 9. Any damage to the facility shall be the responsibility of the contractor to repair to the original state, including, but not limited to, cracking or destruction of pavement, scraping, holes, destruction of concrete posts, telephone poles, or replacement of sand.
- Page 1 of 2
10. The contractor shall be required to pay to the Town of Truro an application fee in the amount of \$25.00.
 11. A project using the town facility may be conducted during the period of October 15th through April 15th (the "season".) The permit is good for the time specified on the application.
 12. The Board of Selectmen shall set conditions, including but not limited to, the times of days work may commence, the days of the week, etc.

13. Every contractor and property owner applying for a staging permit to use Town property shall be provided with a copy of these regulations and shall be asked to execute the acknowledgment and application which appear on the following page.
14. This permit does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights or approve or imply the approval of access over privately owned properties, including but not limited to the Cape Cod National Seashore.
15. In all cases, the Board of Selectmen may waive any of these provisions.
16. Emergency permission to use Town property may be approved by the Director of the Department of Public Works, Beach Supervisor, Chief of Police, Conservation Agent and/or Health Agent; however, an application must still be made to the Board of Selectmen.
17. Failure to comply with any or all these regulations may result in the suspension and/or revocation of Staging Permit privileges.

Jay Coburn, Chair

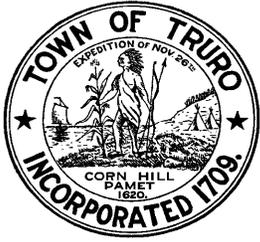
Paul Wisotzky, Vice-Chair

Janet W. Worthington, Clerk

Robert Weinstein

Maureen Burgess

Board of Selectmen
Town of Truro



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Recreation & Beach Department

REQUESTOR: Kelly Clark

REQUESTED MEETING DATE: January 27, 2015

ITEM: Bailey Boyd Agreement By and Between The Town of Truro and Truro Recreation

EXPLANATION: This is an additional contract for involvement in the Bailey Boyd Agency Block Grant Program, specific to the childcare component. Per Bailey Boyd, "Because the childcare grant subsidy program is run through the towns, the DHCD (Department of Housing and Community Development) is now requiring that we have the childcare providers sign an additional contract with the town, when you have an approved child from the grant program. This contract needs to be on file before reimbursements can be made."

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Failure to receive reimbursements for approved children in our programs.

SUGGESTED ACTION: Motion to have the Vice - Chair sign as the "Authorized Signatory" (on page 6) and to indicate "N/A" in the Certificate of Tax Compliance box (on page 6) on the "Signature of authorized representative and title" line.

ATTACHMENTS:

1. Agreement By and Between The Town of Truro and Truro Recreation.

**Agreement
By and Between
The Town of Truro
and
Truro Recreation**

THIS AGREEMENT, made as of the 10th day of December 2014, by and between the Town of Truro (hereinafter referred as "the TOWN/CITY") and Truro Recreation (hereinafter referred to as "the PROVIDER").

WITNESSETH THAT:

WHEREAS, the TOWN of Truro has entered into an agreement with the Commonwealth of Massachusetts' Department of Housing and Community Development (hereinafter "DHCD") to undertake a community development program of CDBG Housing Rehabilitation (hereinafter "PROGRAM") pursuant to the Housing and Community Development Act of 1974 (hereinafter "ACT"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the TOWN in the timely achievement of its Massachusetts CDBG FY 2014 Community Development Block Grant Program objectives.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

- 1. ENGAGEMENT OF PROVIDER:** The TOWN hereby engages the PROVIDER to perform the services set forth herein and the PROVIDER hereby accepts the engagement.
- 2. SCOPE OF SERVICES:** The PROVIDER shall perform the necessary services as described in the approved proposal to the TOWN/CITY of Truro, which is incorporated by reference herein as Attachment A.
- 3. RESPONSIBILITY OF THE TOWN:** The TOWN/CITY shall assume responsibility for assisting the PROVIDER insofar as possible for the purposes of efficiency and furnishing the PROVIDER with information needed to satisfactorily complete the services.
 - 3.1** The TOWN/CITY shall designate a Grant Administrator authorized to act on its behalf with respect to the project. The TOWN'S representative is Bailey Boyd Associates, Inc. 508-430-4499
- 4. REPORTING:** The GRANT ADMINISTRATOR shall submit written reports to the TOWN/CITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting

requirement of Mass. CDBG.

REPORT: Quarterly DHCD project report to the TOWN on the status of the project.

DATE DUE: The 8th day of each new fiscal quarter, throughout the contract period, through grant close-out.

5. SUBCONTRACTS: No subcontract may be awarded by the PROVIDER, the purpose of which is to fulfill in whole or in part the services required of the PROVIDER, without prior written approval of the TOWN and the Department of Housing and Community Development.

6. TIME OF PERFORMANCE: The services of the PROVIDER are expected to commence on or about December 1, 2014 and shall be undertaken and completed in sequence so as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by January 1, 2016.

6.2 In the case of a time extension is required, no additional compensation will be paid.

7. COMPENSATION: The TOWN/CITY will pay the PROVIDER on a monthly basis for reimbursement for childcare costs of approved families, based upon invoices submitted on the approved form and approved by the Program Manager. Compensation is limited to the actual award amount as agreed between the PROVIDER and the family. The TOWN/CITY is not responsible for any payment beyond the amount awarded to the family and allocated to the PROVIDER by the family.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The PROVIDER shall maintain in accordance with 24 CFR Part 85 and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The PROVIDER shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.2 ACCESS TO RECORDS: The PROVIDER shall make all books, accounts, records, files, reports and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the Mass. CDBG, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his/her designee, the Secretary of Administration

and Finance, and the State Auditor and his/her designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the PROVIDER which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3 TERMINATION: The TOWN/CITY may terminate the contract, for cause, upon 15 days written notice to the **PROVIDER**. In case of termination, all finished and unfinished documents shall become the property of the TOWN/CITY.

8.3.1 In the event of termination, the PROVIDER will be compensated for services provided to the date of termination.

8.4 AMENDMENTS: This Agreement may be amended providing such amendment is in writing by the signatories hereto, and receives approval from Mass. CDBG prior to its effective date.

8.5 NON-DISCRIMINATION: The PROVIDER shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; Section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by the Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 113, and 227; and Mass CDBG regulations, procedures or guidelines.

The PROVIDER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The PROVIDER shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The PROVIDER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The PROVIDER shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

8.6 PROCUREMENT STANDARDS: The PROVIDER shall adhere to the requirements set forth in 24 CFR Part 85.36 and Mass. CDBG regulations, procedures and guidelines with respect to standards governing procurement, and any applicable

provisions of State laws and regulations relative thereto, Chapter 30, Section 39M; Chapter 149, Section 44A through 44J; and Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUBRECIPIENT shall maintain records sufficient to detail the process for procurement.

8.7 EMPLOYMENT OPPORTUNITIES: Where applicable, the PROVIDER shall comply with provisions of Section 3 of Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.8 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the PROVIDER shall adhere to the provisions of State Executive Orders 215 and 227.

8.9 LABOR STANDARDS: Where applicable, the PROVIDER shall adhere to the provisions of section 110 of the Act, and the Massachusetts General Laws, Chapter 149, Sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the PROVIDER shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act.

8.10 CONFLICT OF INTEREST: The PROVIDER shall adhere to the mandates of the Massachusetts Conflict of Interest Statute M.G.L., c. 268 A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C., ss 1501 et seq.

8.11 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND Mass. CDBG REGULATIONS, PROCEDURES AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provision of the TOWN's Grant Agreement with Mass. CDBG and all its attachments (including, where relevant Section 4.14, Flood Disaster Protection; 4.15, Historic Preservation; 4.16, Additional Environmental Requirements; 4.17, Lead Paint Hazards; and 4.18, Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24.CFR Part 570, as may be amended from time to time, OMB Circular A-87 Cost Principles for State and Local Government; 24 CFR Part 85 Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments (including where relevant Subpart B and c-85.20 through 85.22; 85.30 through 85.37), all applicable State and local laws and regulations, including but

not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

- 9. AVAILABILITY OF FUNDS:** The compensation provided by this Agreement is subject to the continued availability of federal funds for the CDBG Program, and to the continued eligibility of the Commonwealth and the TOWN/CITY to receive such funds.
- 10. INDEMNIFICATION:** The PROVIDER shall indemnify, defend and hold the TOWN/CITY harmless from and against any and all claims, demands, liabilities, actions, causes of action, cost and expenses caused by or arising out of the PROVIDER breach of this Agreement or the negligence or misconduct of the PROVIDER, or the PROVIDER agents or employees.
- 11. LICENSES:** The PROVIDER shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the "Scope of Services", Attachment A, as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85.36 with respect to any bonding or other insurance requirements.
- 12. CONFIDENTIALITY:** The PROVIDER will protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state regulation, including M.G.L., C. 66, Section 10, regarding access to public records.
- 13. COPYRIGHT:** No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.
- 14. CLOSEOUT:** The PROVIDER shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass CDBG.
- 15.** The following Certificate of Tax Compliance must be completed and submitted as part of this contract.

Certificate of Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Provider:

By: _____
Signature of authorized representative and title

Date

16. SEVERABILITY: If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall, nevertheless, be in full force and effect.

IN WITNESS WHEREOF, the **TOWN** and the **PROVIDER** have executed this **AGREEMENT** under seal in triplicate as of the date above written.

Approvals and Signatures

By: TOWN OF TRURO	By: PROVIDER
_____	<i>Kelly S. Clark</i>
authorized signatory date	authorized signatory 1/7/14 date
By: GRANT ADMINISTRATOR	
<i>Cassie B. Marsh</i>	
_____ Grant Administrator	

ATTACHMENT A:

SCOPE OF SERVICES CHILDCARE PROVIDER

The Childcare Provider shall perform the necessary administrative services as presented in the Childcare Provider Information document. These services will include:

- Maintaining a license with the Massachusetts Department of Early Education & Care and liability insurance for the childcare activities taking place.
- Submit monthly reimbursement invoices, on the approved form, showing attendance, total monthly bill and the parent payment portion by the end of each month.
- Maintain contact with the Grant Administrator and/or Grant Administration Staff regarding changes in the attendance of participating children, parents/guardians who are behind in the payment of their portion of the fees, and other information pertinent to the program
- Review monthly tracking documents showing the funds remaining for each participating child.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: Board of Selectmen meeting January 27, 2015

ITEM: Review and Approval of the 2014 ABCC (Alcoholic Beverages Control Commission) Annual report

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

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: It can be postponed until the meeting of February 10th for further research if need be. But ultimately per MGL must be submitted to the State prior to the February 15th, 2015.

SUGGESTED ACTION: MOTION TO approve the 2014 Annual Alcoholic Beverages Control Commission report for submission to the State.

ATTACHMENTS:

1. 2014 Annual ABCC Report
2. 2014 ABCC Notice for the Annual Report



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

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

January 27, 2015

The Alcoholic Beverage Control Commission
 ATT: Patricia Hathaway
 Administrative Assistant
 239 Causeway Street, 1st Floor
 Boston, MA 02114

In accordance with Chapter 138 § 10A of the Massachusetts General Laws, we submit our 2014 Annual Report for Alcoholic Beverage Licenses issued in the Town of Truro:

Annual Report for 2014

Class of Licenses	Number Issued	Fee set	Revenue Collected
All Alcoholic Beverages - Restaurants			
Annual	1	\$1,650.00	\$ 1,650.00
Seasonal	4	\$1,650.00	\$ 6,600.00
All Alcoholic Beverages - Package Stores			
Annual	2	\$1,650.00	\$ 3,300.00
Seasonal	1	\$1,650.00	\$ 1,650.00
All Alcoholic Beverages – General on Premises			
Annual	1	\$1,650.00	\$ 1,650.00
Seasonal	0	\$1,350.00	
Wine & Malt - Restaurants			
Annual	0	\$1,350.00	\$0.00
Seasonal	0	\$1,350.00	\$0.00
Wine & Malt - Package Stores			
Annual	0	\$1,350.00	\$0.00
Seasonal	1	\$1,350.00	\$ 1,350.00
Club			
	0	\$200.00	\$0.00
Farm Winery Pouring License			
	1	\$200.00	\$ 200.00
Farm Distillery Pouring License			
	1	\$400.00	\$ 400.00

Class of Licenses	Number Issued	Fee set	Revenue Collected
Special (One Day) All Alcoholic Beverages:	4	\$50.00	\$ 100.00*
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
Special (One Day) Wine and Malt:	43	\$25.00	\$ 575.00*
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
Farmers' Market License	16	\$25.00	\$ 400.00
Total Revenue			<u>\$ 17, 875.00</u>

There were no violations in 2014.

Jay Coburn, Chair

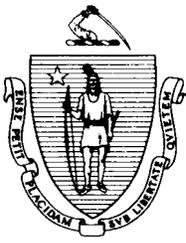
Paul Wisotzky, Vice-Chair

Janet W. Worthington, Clerk

Robert Weinstein

Maureen Burgess

Board of Selectmen/Local Licensing Authorities
Town of Truro



*Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
Telephone: (617) 727-3040
Fax: (617) 727-1510*

Agenda Item: 7D2

Steven Grossman
Treasurer and Receiver General

Kim S. Gainsboro, Esq.
Chairman

To: Town Administrator/Local Licensing Authority

From: Alcoholic Beverages Control Commission

Date: January 2, 2015

RE: ANNUAL REPORT for Calendar Year 2014

Dear Town Administrator/Local Licensing Authority:

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

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

Your annual report must contain only the following:

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

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

To this end, your attention and cooperation in filing your annual reports on time is greatly appreciated. **Reports need to be received on or before February 15, 2015. If you do not file your report, you will not be in compliance with the law.**

Respectfully yours,

Ralph Sacramone

Ralph Sacramone
Executive Director

**Please note if you choose to send the report by facsimile, please send to 617-727-3065. If you would rather send by e-mail to phathaway@tre.state.ma.us or by mail, please address it to the Alcoholic Beverages Control Commission, 239 Causeway Street, 1st floor, Boston, MA 02114, to the attention of Patricia Hathaway.*



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Treasurer

REQUESTOR: Cynthia A. Slade, Treasurer

REQUESTED MEETING DATE: January 27, 2015

ITEM: BAN 288 Fire Engine Urban/Temporary Borrowing

EXPLANATION: Renewal of BAN 286 Fire Engine Urban due February 20, 2015 for \$300,000.00.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: If not approved the Town would need to pay off BAN 286 or would default which would impact the Standards and Poor bond rating of AA+.

SUGGESTED ACTION: MOTION TO approve the sale of note BAN 288 in the amount of \$300,000.00 to Cape Cod Five Cents Savings, interest rate .50% , for the period of February 20, 2015 – November 6, 2015.

ATTACHMENTS:

1. Note 288
2. Clerk's Certificate
3. Certificate of Designation (Qualified Tax-Exempt Obligation)
4. Material Events Disclosure

No. 288

\$ 300,000.00

The Commonwealth of Massachusetts
Town of Truro

This Note is exempt from Taxation in Massachusetts

Date of Issue February 20, 2015

For Value Received, the inhabitants of the Town of Truro

by their Treasurer, hereto duly authorized by vote of said Town passed on _____
April 27, 2010

or by Massachusetts General Laws Chapter _____, Section _____, or both,

promise to pay to Cape Cod Five Cents Savings Bank or order

at Cape Cod Five Cents Savings Bank

the sum of _____Three Hundred Thousand Even_____ Dollars

on November 6, 2015, with interest at an annual rate of .50 % payable Maturity.

Countersigned and Approved

Signed

Majority of

the Board of

Selectmen

[Signature]

Treasurer
Town of Truro

Town Seal
To be affixed here

I certify that this note was countersigned and approved by the Selectmen in my presence.

Town Clerk

Date

The Commonwealth of Massachusetts
Department of Revenue, Boston

I hereby certify that this note appears to have been duly issued in accordance with the provisions of Chapter 44 of the Massachusetts General Laws and that there is on file in this office, where they may be inspected, certifications by the Town Clerk of a true copy of the Town Treasurer's record of this issue of this note and, where applicable, of a true copy of the vote of the duly warned town meeting authorizing the loan, together with certifications that the signatures appearing upon said note are those of the duly qualified Treasurer and the majority of the Board of Selectmen.

Director of Accounts

Date

The Commonwealth of Massachusetts Certificate of Town Clerk

Note Number(s): 288

Town Treasurer's Record

Town of Truro

1. Date of Town Meeting Authorizing Loan April 27, 2010

2. Purpose of Loan Fire Engine Urban
Note: Attach a Municipal Purpose Loan Form for lines 1 to 7 for all multiple purpose loans.

3. Total Amount of Loan Authorized \$ 300,000.00

4. Amount of Previous New Issues of this Loan \$ 300,000.00

5. Paydowns on this Issue (if required) \$.00

6. Amount of this Issue \$ 300,000.00

7. Balance of this Loan Unissued \$.00
Note: Amount Authorized minus Previous New Issues minus This Issue (New Money) equals Unissued Balance.

8. Issue Date February 20, 2015 Date Due November 6, 2015

9. Payable to Cape Cod Five Cents Savings Bank

10. Payable at Cape Cod Five Cents Savings Bank

11. Rate of Interest .50 % Payable at maturity
(Annually, semi-annually or at maturity)

12. Signed by , Town Treasurer

TO THE DIRECTOR OF ACCOUNTS: THIS CONSTITUTES OUR AUTHORIZATION TO DELIVER THE NOTE(S), WHEN CERTIFIED, TO THE PURCHASER(S) SPECIFIED ON LINE 9 ABOVE.

COUNTERSIGNED AND APPROVED BY:

Selectmen
and a
majority
thereof

In the presence of: _____, Town Clerk



(complete right side)

The Commonwealth of Massachusetts

Certificate of Town Clerk

Only one Certificate is needed to cover all notes issued on the same date for the same purpose. The Town Clerk will furnish below an exact copy of the vote authorizing the loan, as appearing in the Clerk's records, showing how the vote was passed including a copy of the article in the warrant upon which the vote was based. The completed certificate is to be signed by the Clerk and given to the Treasurer, who must transmit the same, with the note or notes, to the Director of Accounts, Department of Revenue, Boston. General Laws Chapter 44, Sections 23-27.

Copy of Vote Authorizing Loan

*(Attach a certified copy of the vote and warrant article
for each authorization included in this borrowing.)*

previously submitted-----

Annual Town Meeting, April 27, 2010, Article Five (5), Section One (1)



Seal

I CERTIFY that this is a true copy of the Town Treasurer's Record of the issue of notes and a true copy of the vote passed at a meeting of the voters of the Town of Truro, duly warned as required by law, which authorized borrowing as stated, as appears on the records of the town; that said vote is in full force and effect and has not been repealed or modified in any way by subsequent vote of the town. I FURTHER CERTIFY that the person whose signature appears on the note as treasurer of the Town of Truro was the duly authorized treasurer on the date when said signature was made; and that the persons whose signatures appear upon the note as those of a majority of the selectmen were duly qualified selectmen on the date when such signatures were made. I ALSO CERTIFY that the copy of the warrant article is a true copy of the same; that it was duly served and certified by the constable as required by the General Laws and by-laws or vote of the town or both.

Date January 20, 2015

_____, Town Clerk

(Revised: December 2003)

CC5 GOVERNMENT BANKING

CERTIFICATE AND DESIGNATION (Qualified Tax-Exempt Obligation)

We, the undersigned Treasurer and at least a majority of the members of the Board of Selectmen of the Town of Truro (the "Issuer"), hereby certify that we are the officers of the Issuer charged by law with the responsibility for issuing the following obligations of the Issuer (the "Obligations"):

AMOUNT:	\$300,000.00
TITLE OF LOAN:	Fire Engine Urban - BAN
DATED:	February 20, 2015
PAYABLE:	November 6, 2015

We hereby certify that the Issuer does not reasonably anticipate issuing tax-exempt bond, notes or other obligations during the calendar year beginning January 1, 2015, and ending December 31, 2015, which, in the aggregate, will exceed \$10,000,000 (including all such obligations issued to date, the obligations and all such obligations expected to be issued during the balance of the current calendar year) and we hereby designate, on behalf of the Issuer, the obligations as a "Qualified Tax-Exempt Obligation" for the purpose of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as inserted by Section 902 of the Tax Reform Act of 1986.

The Board of Selectmen

_____, 2015



Treasurer

**TOWN OF TRURO, MASSACHUSETTS
MATERIAL EVENTS DISCLOSURE**

In connection with issuance by the Town of Truro, Massachusetts (the “Issuer”) of its \$300,000.00 Bond Anticipation Note dated February 20, 2015, due November 6, 2015, (the “Notes”) and with reference to the continuing disclosure requirements of Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended effective July 1, 2009 (the “Rule”), the Issuer hereby covenants that it will comply with the undertakings herein for the benefit of the registered owners of the Note, subject to the conditions and limitations specified herein.

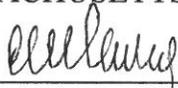
1. As provided in paragraph (b)(5)(i)(C) of the Rule, the Issuer hereby undertakes to provide in a timely manner to the Municipal Securities Rulemaking Board (“MSRB” or “Board”) instead of to multiple Nationally Recognized Municipal Securities Information Repositories (“NRMSIRs”) and the State Information Depository (“SID”), and to provide such information in an electronic format and accompanied by identifying information as prescribed by the MSRB, pursuant to the Rule, notice of the occurrence of any of the following events with respect to the Note, if material:

- a. Principal and interest payment delinquencies;
- b. Non-payment related defaults;
- c. Unscheduled draws on debt service reserves reflecting financial difficulties (it is noted that there are no debt service reserves established with respect to the Note);
- d. Unscheduled draws on the Letter of Credit provided for the Note reflecting financial difficulties;
- e. Substitution of Letter of Credit provider, or their failure to perform;
- f. Adverse tax opinions or events affecting the tax-exempt status of the Note;
- g. Modifications to the rights of registered owners of the Note;
- h. Note calls (it is noted that the Notes are not callable prior to their maturity);
- i. Defeasances;
- j. Release, substitution, or sale of property securing the repayment of the Note (it is noted that the Note is a general obligation of the Issuer and is not secured by property); or
- k. Changes to the ratings of the Note by any nationally recognized credit agency which has rated the Note at the request of the Issuer and of which the Issuer has received notice.

2. The intent of the Issuer's undertaking hereunder is to comply with paragraph (b)(5)(i)(C) of the Rule. Accordingly, the Issuer reserves the right to modify its undertaking in paragraph 1 hereof so long as any such modification is made in a manner consistent with the Rule. Furthermore, to the extent that the Rule no longer requires the issuers of municipal securities to provide all or any portion of the information the Issuer has agreed to provide, the obligation of the Issuer to provide such information hereunder also shall cease immediately.

3. The purpose of the Issuer's undertaking is to conform to the requirements of the Rule and not to create new contractual or other rights for any registered owner or beneficial owner of the Note, any municipal securities broker or dealer, any potential purchaser of the Note, the Securities and Exchange Commission or any other person. The sole remedy in the event of any actual or alleged failure by the Issuer to comply with any provision herein shall be an action for the specific performance of the Issuer's obligations hereunder and not for money damages in any amount. Any failure by the Issuer to comply with any provision of this undertaking shall not constitute an event of default with respect to the Note.

TOWN OF TRURO,
MASSACHUSETTS

By:  _____
Treasurer

The Board of Selectmen