



Truro Board of Selectmen Meeting Agenda

Tuesday, October 13, 2015

Executive Session Meeting - 4:30pm

Regular Board of Selectmen Meeting - 5:00pm

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

Executive Session: *"Move that the Board of Selectmen enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, 21 (a) number 2, to conduct contract negotiations with Police Lieutenant and to reconvene in open session."*

1. PUBLIC COMMENT

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

2. PUBLIC HEARINGS NONE

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

- A. Discussion on Truro's Food Pantry at the Council on Aging
Presenter: Susan Travers, COA Director and Diane Rose, of Lower Cape Outreach
- B. Agreement with Bailey Boyd Associates, Inc. for the FY15 CDBG Grant and FY13 Close-Out Letter
Presenter: Rae Ann Palmer
- C. Finalize Board of Selectmen Budget Message for FY17
Presenter: Paul Wisotzky
- D. Vote on Articles for Special Town Meeting
Presenter: Rae Ann Palmer
- E. Discussion of Fire Chief Expectations
Presenter: Paul Wisotzky and Jan Worthington
- F. Update on Ballston Beach
Presenter: Rae Ann Palmer
- G. Discussion of Communications with Conservation Commission and Scheduling Of Joint Meeting
Presenter: Paul Wisotzky

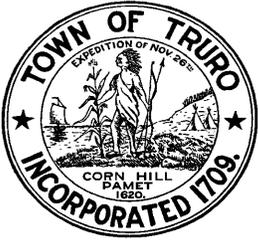
6. CONSENT AGENDA

- A. Review/Approve and Authorize the Chair to sign:
 1. National Park Service Law Enforcement Agreement
- B. Review and Approve Film Agreement (Optomen Productions) October 19th and Use of Town Property- Ballston, and Coast Guard Beach and Authorize the Chair to sign
- C. Review and Approve Annual Request of Deficit Spending for Emergency Ice and Snow Removal
- D. Review and Approve the reappointment of Officer Bragdon
- E. Review and Approve Reappointment of Patricia Wheeler to the Truro Concert Committee
- F. Review and Approve Minutes: September 29, 2015

7. SELECTMEN REPORTS AND LIAISON REPORTS

8. TOWN ADMINISTRATOR'S REPORT

9. NEXT MEETING AGENDA: TUESDAY, October 27th, 2015



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Council on Aging

REQUESTOR: BOS

REQUESTED MEETING DATE: October 13, 2015

ITEM: Food Pantry Information/Update

EXPLANATION: Diane Rose, Food Pantry Manager and Susan Travers will explain the function of the food pantry, operational details, the # of families that access the program, and how to make food donations.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: Informational Session

ATTACHMENTS:

1. Email regarding Food Pantry Information

Food Pantry Article for OCT

From : Personal Information Redacted

Sat, Sep 05, 2015 12:59 PM

Subject : Food Pantry Article for OCT**To :** Truro eNewsletter <newsletter@truro-ma.gov>**Cc :** Personal Information Redacted

Hi Brian,
Some of this bears repeating.
sally

Our last column was about the food waste in this country which is estimated at 40% of the food supply, yet in the midst of this abundance food insecurity is experienced by many in our own community. It is so poignant to hear a client tell us, "I am so glad that I found out about the Pantry. I was hungry this winter".

Any Truro resident can apply to use the Food Pantry simply by calling the Lower Cape Outreach Council (LCOC) 508-255-0270, a non-profit social service agency located in Orleans. LCOC screens applicants for residence, need and family composition. Those who are eligible for food assistance are referred to the Truro Pantry. The Pantry is funded by donations to the Dexter Keezer Fund in Truro and is also approved by the LCOC and Greater Boston Food Bank to order food at significant discount. We typically pick up orders at the Cape Cod distribution center in Harwich twice a month. There are food pantry collection baskets in the foyer of the Truro Library, Community Center and Seamens' Banks. The pantry is staffed by volunteers who pick up deliveries, shop for food, stock the shelves, and assist in the distribution of canned, packaged and fresh food to our clients by appointment Mon.-Fri. This year we are beginning to implement the Truro Gleaners with local farmers to make fresh local farm surplus available to our growing list of over 190 families. Anyone who would like to volunteer, contribute food or contribute financially can contact Sally at 508-349-2601 or e-mail trurogleaners@gmail.com

For the next issue from the Truro Food Pantry

From : Personal Information Redacted

Fri, Dec 05, 2014 05:03 PM

Subject : For the next issue from the Truro Food Pantry

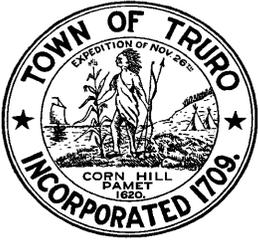
To : enewsletter@truro-ma.gov

Cc : Personal Information Redacted

The Truro Food Pantry provides nutritious food for 180 Truro residents that use our pantry regularly. The pantry stocks a range of healthy fresh, frozen, canned, and packaged food, more than half of which comes to us from the Greater Boston Food Bank. We are immensely grateful to our volunteers and donors which include the Dexter Keezer Community Fund of Truro, the Surdam/Wood Family Charitable Fund, Abby Tinkham, Days Market, St. Peter's R.C. Church, Seamen's Bank, Christian Union Church, Jennifer Rose, snowbirds heading South and other thoughtful individuals who leave donations at Seamen's Bank, the Truro Library and the Community Center baskets.

The pantry is housed in the kitchen area of the Community Center, is available by appointment only and is staffed 5 days a week by local volunteers. Truro residents can call the Lower Cape Outreach Council in Orleans at 508-240-0694 to request an appointment.

Oct-14	<i>2014</i>			<i>2015</i>		
	Oct/Truro	Nov/Truro	Dec/Truro	Jan/Truro	Feb/Truro	Mar/Truro
Households	51	49	51	51	49	62
Orders	61	52	77	62	60	75
Bags	252	202	263	270	296	346
Value Orders	10080.00	8080.00	\$10,520	\$10,800	\$7,400	\$13,840
Number of Vouchers	0	0.0	0	0	0.0	0.0
Value of Vouchers	0.00	0.00	\$0	\$0	\$0	0.00
Adults (18-64)	89	74	119	94	86	105
Children (<18)	15	14	36	15	22	13
Seniors (65 & older)	10	12	8	15	7	9
Total Clients	114	100	163	124	115	127
Volunteer Hours	192	200	220	200	200	208



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: October 13th, 2015

ITEM: Agreement with Bailey Boyd Associates and the Town of Truro for Grant Administrator Services.

EXPLANATION: The Town of Truro posted a Request for Proposals for Grant Administrator for the Community Development Block Grant Programs for Fiscal 2015 due September 25, 2015. Bailey Boyd Associates of Harwich submitted all required documents with a bid amount and was awarded the contract for Grant Administrator. Massachusetts Community Development Block Grant Program is a federally funded, competitive grant program designed to help small cities and towns meet a broad range of community development needs. Assistance is provided to qualifying cities and towns for housing, community, and economic development projects that assist low and moderate-income residents or by revitalizing areas. Additionally Ms. Boyd is requesting the Chair to sign the FY13 Truro CDF 1 Grant Close-Out letter regarding the housing rehab and childcare subsidies.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Town of Truro will not have a Grant Administrator to manage the FY15 Community Development Block Grant programs for the Town of Truro.

SUGGESTED ACTION: *MOTION TO approve the agreement with Bailey Boyd Associates and the Town of Truro and Authorize the Chair to sign the agreement and the FY13 Closeout Letter.*

ATTACHMENTS:

1. Contract with the Town of Truro and Bailey Boyd Associates
2. FY13 Truro CDF 1 Grant Close-Out Letter
3. FY13 Final Quarterly Report

**Agreement
By and Between
The Town of Truro
and
Bailey Boyd Associates, Inc.**

THIS AGREEMENT, made as of the ___ day of October, 2015, by and between the Town of Truro (hereinafter referred as "the TOWN/CITY") and Bailey Boyd Associates, Inc. (hereinafter referred to as "the CONSULTANT").

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 and Childcare Subsidies (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 2015 Community Development Block Grant Program objectives.

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

- 1. ENGAGEMENT OF CONSULTANT:** The TOWN hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
- 2. SCOPE OF SERVICES:** The CONSULTANT 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 CONSULTANT insofar as possible for the purposes of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
 - 3.1** The TOWN/CITY shall designate a project representative authorized to act on its behalf with respect to the project. The TOWN'S representative is
_____.
- 4. REPORTING:** The CONSULTANT 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 CONSULTANT, the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the TOWN and the Department of Housing and Community Development.

6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are expected to commence on or about October ____, 2015 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 December 31, 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 CONSULTANT a total fee in the amount of seventy four thousand nine hundred dollars (\$94,884), with no reimbursement for out-of-pocket expenses, based upon invoices submitted in the approved form and according to the "Method of Schedule of Compensation", found as Attachment B for grant administration.

8. **GENERAL PROVISIONS:**

8.1 RETENTION OF RECORDS: The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT. 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 CONSULTANT will be compensated for services provided to the date of termination, according to the “Method and Schedule of Compensation,” Attachment B.

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 CONSULTANT 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 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The CONSULTANT 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 CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 227.

8.9 LABOR STANDARDS: Where applicable, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the CONSULTANT's agents or employees.
11. **LICENSES:** The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.
16. As the party agreeing to provide services or materials to the Town of Truro, the contracting party agrees that it shall not discriminate in its employment against any individual on the basis of race, color, religious creed, national origin, age, handicap when the person is qualified to perform the functions of his or her employment, marital status, sex, gender identity, sexual orientation, private sexual activity that does not involve minor children, genetic information, or ancestry unless it is based upon a *bona fide* occupational qualification or results from a lawful affirmative action program or the accommodation of other employees' handicap or religious practices

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.

Contractor:
By: Lucy P. Bayl, Resident
Signature of authorized representative and title

10/6/15
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 **CONSULTANT** have executed this **AGREEMENT** under seal in triplicate as of the date above written.

Approvals and Signatures

By: TOWN OF TRURO	By: CONSULTANT
<hr/>	<u>Lucy P. Bayl</u> <u>10/6/15</u>
authorized signatory date	authorized signatory date
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
<hr/>	<hr/>
Town Accountant date	Town Counsel date
Approval of Contract as to Appropriate Procurement Method	
<hr/>	
Town Procurement Officer date	

ATTACHMENT A:

SCOPE OF SERVICES GRANT ADMINISTRATOR

The Grant Administrator shall perform the necessary administrative services as presented in the Town's FY 15 CDBG Application activity and RFP for grant administration.

These services will include:

- grant start-up which includes preparation of sub-grantee and administration contracts, completion of special conditions, environmental review, publication of legal notices, meetings with town staff including town administrator, accountant and treasurer, secure office and meeting space for sub-grantee, training of sub-grantee staff, review of all program regulations, marketing materials and documentation including applications, closing documents, deed restrictions, etc., review of grant bank accounts, request for release of funds, project start-up including initial procurement and initial set up of OCDGMS system
- daily phone call(s) with sub-grantee to resolve program issues, client problems and construction questions. Monthly consultation with sub-grantee to include review of client matrix, oversight of all program activities, review and approval of all case files previous to closings and during construction, review of work write-ups, marketing, income qualification, beneficiary coordination, contractor selection, work inspection, and all other program implementation and follow-up issues
- daily or weekly input to OCDGMS system
- formal quarterly monitoring of sub-grantee to include review of all written materials and program files
- coordination of quarterly reports
- review and submission of any single case waivers or program amendments an extensions
- set up, advertise, and coordinate interim public hearing
- monthly audit of program bank account
- monthly drawdown, tracking of funds and preparation of warrant request for program funds
- assistance with subordination agreements
- coordination and representation in all funding source monitorings
- participation in town audit of grant programs
- completion of bid documentation, program procurement, hiring, and all other documentation required by the funding source or the Town
- coordination with other housing agencies
- coordination with other participating funding sources
- oversight and implementation of grievance procedure
- report to Boards of Selectmen at least twice during the grant period
- meeting with Town Administrator monthly regarding program issues

- meetings with local housing committees and housing authorities regarding program
- completion and/or oversight of all other administrative and program issues.
- Final close-out of program including all funding source requirements and final monitoring of program

CHILDCARE SUBSIDY PROGRAM

- Program start-up
- Marketing of childcare subsidy program through the media, childcare providers, schools and the community
- Development and distribution of childcare flyers, applications, income documentation guidance
- Development of childcare provider rules and paperwork for acceptance and payment
- Regular meetings with childcare providers
- Income documentation of all applicants
- Assist families in completing applications and securing childcare
- Final approval of all applicants
- Training sessions for providers
- Regular monitoring of participant attendance
- Regular monitoring of childcare providers for licenses, adherence to program rules
- Emergency assistance to families in crisis regarding childcare needs
- Quarterly meeting with all providers
- Recruitment of providers and families in Community Development Advisory Committee
- Report to the Boards of Selectmen
- Quarterly Reports
- Participation in childcare meetings throughout the community

ATTACHMENT B:
LINE ITEM BREAKDOWN OF PRICE PROPOSAL
Fourteen-month budget

TRURO FY15 CDBG Grant Administration			
Personnel:	Grant Administration	Childcare Subsidy	Total
Grant Administrator	\$28,500	\$0	\$28,500
Bookkeeper	\$17,500	\$0	\$17,500
Childcare Subsidy Coordinator	\$0	\$18,500	\$18,500
Taxes & Fringe:			
Grant Administrator	\$9,120	\$0	\$9,120
Bookkeeper	\$5,950	\$0	\$5,950
Childcare Subsidy Coordinator	\$0	\$1,370	\$1,370
Total Personnel	\$61,070	\$19,870	\$80,940
Program Delivery:			
Memberships/Publications	\$100	\$0	\$100
Training & Education	\$450	\$0	\$450
Travel	\$2,128	\$650	\$2,778
Accounting/disbursements	\$0	\$0	\$0
Legal Services	\$1,000	\$0	\$1,000
Advertising	\$1,082	\$270	\$1,352
Printing	\$0	\$200	\$200
Communications	\$1,000	\$320	\$1,320
Supplies & Materials	\$400	\$170	\$570
Maintenance & Repairs	\$0	\$0	\$0
Audit	\$0	\$0	\$0
Computer & related expenses	\$650	\$0	\$650
Equipment	\$0	\$0	\$0
Professional Services	\$2,124	\$400	\$2,524
Application Preparation (FY16)	\$3,000	\$0	\$3,000
Total Program Delivery	\$11,934	\$2,010	\$13,944
TOTAL PRICE PROPOSAL	\$73,004	\$21,880	\$94,884

SCHEDULE OF COMPENSATION

FY15 Application Preparation: \$3,000

Project start-up: **approximately \$6,970 based upon salaries and reimbursable costs**

- grant start-up which includes procurement of sub-grantee, sub-grantee and administration contracts, completion of special conditions, preparation and advertisement of environmental review, preparation and payment for publication of legal notices, meetings with town staff including town administrator, accountant and treasurer, training of sub-grantee staff, review of all program regulations, marketing materials and documentation including applications, self-declarations, etc., review of program content and schedule, request for release of funds, project start-up including initial procurement and initial set up of OCDGMS system

Staff responsible: Grant Administrator, Staff Bookkeeper, Childcare Subsidy Coordinator

Monthly grant administration: \$5,200 per month for 15 months (approximation, based upon salaries and monthly reimbursable costs)

- daily phone call(s) with sub-grantee to resolve program issues, marketing and client questions. Weekly meetings with sub-grantee to include review of client matrix, oversight of all program activities, review and approval of all case files previous to closings, review of marketing, income qualification, beneficiary coordination, consultant procurement, and all other program implementation and follow-up issues
- daily or weekly input to OCDGMS system
- formal quarterly monitoring of sub-grantee to include review of all written materials and program files
- coordination of quarterly reports
- review and submission of any program amendments or extensions
- set up, advertise, and coordinate interim public hearing
- monthly audit of bank account
- monthly drawdown, tracking of funds and preparation of warrant request for program funds
- coordination and representation in all funding source monitoring
- participation in town audit of grant programs
- completion of bid documentation, program procurement, hiring, and all other documentation required by the funding source or the Town

- oversight and implementation of grievance procedure
- report to all participating Boards of Selectmen at least twice during the grant period
- meeting with Town Administrator monthly regarding program issues
- meetings with local housing committees regarding program
- completion and/or oversight of all other administrative and program issues.

Staff responsible: Grant Administrator, Staff Bookkeeper, Childcare Subsidy Coordinator

Project close-out: \$6,914 (approximate, based upon salaries and final reimbursable costs)

- Final close-out of program including all funding source requirements and final monitoring of program
- Participation in town audit for two fiscal years

Staff responsible: Grant Administrator, Staff Bookkeeper, Childcare Subsidy Coordinator

** Estimate is based upon grant administration salaries and reimbursement for line item expenses associated with the administration of this grant which will vary monthly based upon actual costs*



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Office of the Board of Selectmen

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

Mr. Mark Southard
Mass DHCD
100 Cambridge Street, Suite 300
Boston, MA 02114

October 13, 2015

RE: FY13 TRURO CDF 1 GRANT CLOSE-OUT

Dear Mr. Southard:

The Town of Truro has completed the FY13 CDBG grant for housing rehab and childcare subsidies. We have seen the final quarterly report and wish to close-out the grant at this time.

Thank you for your ongoing support.

Sincerely,

Paul Wisotzky
Chairman, Board of Selectmen

Agenda Item: 5B3**NARRATIVE DESCRIPTION**

Please check if Final QPR

Final QPR

INSTRUCTIONS

1. Management/Administrative Issues:
 - As applicable, provide details about staff hiring process, procurement/contracting of management services or subgrantee services or any other CDBG grant management issues.
 - Provide a brief Environmental Review Process summary/status report, including dates.
 - List and briefly describe reasons for any extensions, program amendments, budget revisions/transfers, including DHCD approval dates(s) and revised program end dates.

2. Project Status/Accomplishments: provide the following information for each activity:
 - Project Goals, include any revisions to original goals.
 - As applicable, describe the procurement and contracting process, construction accomplishments, number of units in process or rehabilitated, number of loans closed, number of clients served, monitoring of subgrantees, etc.

3. Public Benefit Standard: If the grant included a project requiring a public benefit statistic (i.e. Cost Per Job Created/Retained), submit a hard copy of the Public Benefit Report.

4. Program Income: Include a calculation of program income receipts and the 2% to be returned to Mass. CDBG. If program income is added to the grant, indicate which activity (i.e. Housing Rehab. Loans/Grants) it is applied to, and also indicate the increase in the activity unit of measure goal. (see CDBG Manual for detailed instruction).

All administrative and Management Issues:

The FY13 Truro CDBG grant is complete and the final payment of \$1000 has been received. We are now prepared to close-out the grant.

Upload:

ACTIVITY

Activity Code 4A

Activity Name Program Delivery

Description

The FY13 Truro CDBG grant is complete and the final payment of \$1000 has been received. We are now prepared to close-out the grant.

ACTIVITY

Activity Code 4C

Activity Name Rehabilitation Loans/Grants

Description

The FY13 Truro CDBG grant is complete and the final payment of \$1000 has been received. We are now prepared to close-out the grant. All goals have been met.

ACTIVITY

Activity Code 8A

Activity Name Program Delivery

Description

The FY13 Truro CDBG grant is complete and the final payment of \$1000 has been received. We are now prepared to close-out the grant.

ACTIVITY

Activity Code 8B

Activity Name Program Costs

Description

The FY13 Truro CDBG grant is complete and the final payment of \$1000 has been received. We are now prepared to close-out the grant.

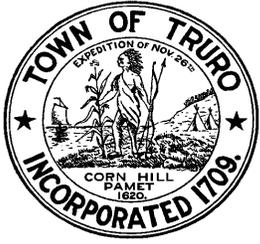
ACTIVITY

Activity Code 9

Activity Name General Administration

Description

The FY13 Truro CDBG grant is complete and the final payment of \$1000 has been received. We are now prepared to close-out the grant.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: October 13, 2015

ITEM: Discussion regarding the budget message from the Board of Selectmen (BOS) to Department Heads and Boards and Committees.

EXPLANATION: Chairman Wisotzky has prepared a draft message outlining the financial parameters for development of the FY 2017 budget on behalf of the BOS. The draft is attached for discussion and approval of a final message.

SUGGESTED ACTION: *Motion to approve the FY 2017 Budget message.*

ATTACHMENTS:

1. Draft Budget Message

To: All Town Boards & Committees & Department Heads
From: Board of Selectmen
Date: October 13, 2015
RE: FY 17 Budget Guidelines

This memo is intended to summarize the Board of Selectmen's FY 2017 budget goals and to provide a brief overview and rationale for their formulation.

The lens that we would like all of you to take as you develop your budgets this year is a "needs" and "zero-based" approach. By needs, we mean to look at the need for services in your area and then what you need in order to provide those services. By zero-based we mean to take a from the ground up approach. To answer the question - if I am going to provide this service and I were starting from scratch, what would it cost for me to do so? What resources are necessary in order to meet the demand and provide the necessary services in a cost effective, excellent manner?

As you take this approach, we ask that you address how demand for services has changed, if at all, over the last couple of years. If so, what do you think are causing the changes? Are there trends that you believe will continue into the future?

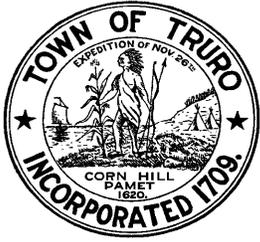
This year we will be providing you with information regarding how much money was turned back by your department each year, if at all, for the last three years. One question we want to address is whether we are "over budgeting" in certain areas. Money unspent can be allocated to other areas where there may be a growing need or used to develop new programs that meet new demands. We ask that you address this in your narrative that accompanies your budget.

The Board of Selectmen continues to look at all Town fees. We want to make sure that our fees are comparable to our neighbors for the same programs and services. For the programs that generate income from fees, we want to continue to look at how we can make these close to or self-sustaining from their associated fees. We ask that you continue to look at all fees in your department and come forward with any recommended changes. If you have discreet fee based programs we ask for you to present those in a way where we can look at how much of the programs costs are covered by the fees charged.

As in prior years, the Board of Selectmen intends to recommend a FY2017 budget that is balanced and that will not necessitate a Prop 2 ½ override. We request that all departments examine carefully and closely all existing strategies for delivering services and seek to develop ways to maximize efficiencies in all aspects of their operations including level of service delivery, staffing and spending practices.

Each department head should submit budget requests that meet the guidelines summarized above. We ask that that you pay special attention to the narrative that accompanies the budget so that you can fully address the questions outlined in this memo.

Finally, the Board of Selectmen is greatly appreciative of the dedication, expertise and professionalism of the Town Staff. We approach the budget process as a team effort and look forward to working together.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator for Chairman Jay Coburn

REQUESTED MEETING DATE: October 13, 2015

ITEM: Special Town Meeting Warrant

EXPLANATION: Attached for review and action is the warrant for the November 5, 2015 Special Town Meeting. The Board of Selectmen must vote to recommend or not recommend each article. The warrant must be posted no later than October 21, therefore, the vote needs to occur at this meeting. The solar articles were prepared by Attorney Holland of Kopelman and Paige. The remaining articles are being reviewed as to form by Attorney Giorgio. Any vote taken by the Board of Selectmen can be contingent upon incorporation of Town Counsel comments.

IMPACT IF NOT APPROVED: The articles cannot be placed on the Special Town Meeting warrant.

SUGGESTED ACTION: *Motion to recommend that Article ___ be placed on the warrant for the November 5, 2015 Special Town Meeting.*

ATTACHMENTS:

1. Draft Warrant



Warrant
Truro Special Town Meeting
November 5, 2015
6:00 pm
Truro Central School

PLEASE NOTE:

Accommodations for individuals with disabilities including assistive listening devices (ALD) and materials in alternative formats may be arranged by contacting Town Hall four business days prior to Special Town Meeting at (508) 349-7004.

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to warn the inhabitants of the Town of Truro qualified to vote in Town affairs, to meet at the Truro Central School on Thursday, November 5, 2015 at 6:00 pm; then and there to vote on the following articles:

ARTICLE 1: LEASE OF TRURO LANDFILL FOR SOLAR PHOTOVOLTAIC FACILITY
(2/3rds vote)

To see if the Town will vote to:

1. Transfer the care, custody, and control of the parcel(s) of land known as the Truro landfill located off Route 6 in Truro, as described in the Order of Taking recorded in the Barnstable Registry of Deeds in Book 748 at Page 537, and as shown on a Plan of Layout of Town Dump recorded in the Barnstable Registry of Deeds in Plan Book 92 at Page 129, from the Board of Selectmen for landfill purposes, to the Board of Selectmen for such landfill purposes and for the purposes of leasing and granting easements on, under or over such parcel(s) for the installation of a solar photovoltaic facility; and
2. Authorize the Board of Selectmen to (i) lease, through a written lease agreement, all or a portion of such parcel(s) of land for the installation of a solar photovoltaic facility for a period of up to 30 years; (ii) grant such easements on, over or under such parcel(s) as necessary or convenient to serve such facility; and (iii) take any actions and execute any other documents or ancillary agreements necessary, convenient, or appropriate to accomplish the foregoing and to implement and administer the lease agreement and easements, all of which agreements, easements and documents shall be on such terms

and conditions and for such consideration as the Board of Selectmen deems in the best interests of the Town; or to take any other action relative thereto. ***Requested by the Board of Selectmen***

Energy Committee Recommendation:
Finance Committee Recommendation:
Board of Selectmen Recommendation:

Comment:

ARTICLE 2: PILOT AGREEMENTS FOR SOLAR PHOTOVOLTAIC FACILITIES

To see if the Town will vote to (i) authorize the Board of Selectmen to enter into one or more agreements for “payments in lieu of taxes” (“PILOT”) pursuant to G.L. c. 59, § 38H(b), or any other enabling authority, with the owners of solar photovoltaic facilities installed or to be installed on any land located in the Town of Truro for a period of up to 30 years, and (ii) take any actions and execute any other documents or ancillary agreements necessary, convenient, or appropriate to accomplish the foregoing and to implement and administer such PILOT agreements, all of which agreements and documents shall be on such terms and conditions and for such consideration as the Board of Selectmen deems in the best interests of the Town; or to take any other action relative thereto. or to take any other action relative thereto. ***Requested by the Board of Selectmen***

Energy Committee Recommendation:
Finance Committee Recommendation:
Board of Selectmen Recommendation:

Comment:

ARTICLE 3: NET METERING CREDIT PURCHASE AGREEMENTS

To see if the Town will vote to authorize the Board of Selectmen to (i) enter into one or more net metering credit purchase agreements with one or more owners of solar photovoltaic facilities for periods of up to 30 years, and (ii) take any actions and execute any other documents and ancillary agreements necessary, convenient, or appropriate to accomplish the foregoing and to implement and administer such net metering credit purchase agreements, all of which agreements and documents shall be on such terms and conditions and for such consideration as the Board of Selectmen deems in the best interests of the Town; or to take any other action relative thereto. ***Requested by the Board of Selectmen***

Energy Committee Recommendation:
Finance Committee Recommendation:
Board of Selectmen Recommendation:

Comment:

ARTICLE 4: DEPARTMENT OF PUBLIC WORKS FACILITIES NEEDS ASSESSMENT

To see if the Town will vote to transfer the sum of Fifty Thousand dollars and no cents (\$50,000.00) from Free Cash to the FY16 DPW Purchase of Service budget (01040052-520000) to complete an assessment of the department facilities, for current and future needs, or to take any other action relative thereto. ***Requested by the Board of Selectmen***

Finance Committee Recommendation:

Board of Selectmen Recommendation:

Comment:

**ARTICLE 5: TOWN HALL HVAC AIR HANDLING CONTROL
REPAIR/REPLACEMENT/UPGRADE**

To see if the Town will vote to transfer the sum of Sixty Thousand dollars and no cents (\$60,000.00) from Free Cash to the FY16 DPW Capital Projects budget (01040058-580000) to complete replacement, repairs and upgrades to the Town Hall HVAC air handling controls, or to take any other action relative thereto. ***Requested by the Town Administrator and DPW Director***

Board of Selectmen Recommendation:

Finance Committee Recommendation:

Comment:

Due to air flow and temperature problems over the summer that resulted in high humidity levels in Town Hall, an HVAC specialist was brought in to analyze the current HVAC mechanical components in the building. It was discovered that the existing Air Handler Units (AHU) in Town Hall are currently controlled by an outdated stand-alone control system. In addition, the damper actuators and sensors related to the stand-alone controls are outdated and malfunctioning. The project would involve updating the sensors and controls for the AHU's and replacing the dampers and individual zone thermostats that are not functioning properly. This will aid in providing a more consistent air flow and air temperature delivered to each zone. There are 31 zones in Town Hall that would require updating. The updated system will also be accessible from a remote location, which is not possible with the current system.

If implemented, the updated system will aid in maintaining a healthy workplace, preserve the building and its contents from damage (moisture, mold, etc.), and potentially allow for energy savings with more efficient controls.

ARTICLE 6: TO AMEND THE PERSONNEL BYLAW TO CREATE A FULL-TIME HEALTH/CONSERVATION AGENT

To see if the Town will vote to amend the Personnel Bylaw by reclassifying the “Assistant to the Health and Conservation Agent” to a full-time Assistant Health and Conservation Agent position effective January 1, 2016 and to amend the Non-Union Personnel Classification/Compensation Schedule by deleting “Grade 10A Assistant to the Health and Conservation Agent” and inserting the following:

Grade	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
12	Assistant Health & Conservation Agent	Hourly	30.77	31.72	32.70	33.75	34.76	35.80

And to transfer from Free Cash the sum of Twenty Seven thousand one hundred dollars and no cents (\$27,100.00) to the Board of Health Salary and Wage budget; or take any other action relative thereto.

Requested by the Board of Selectmen and Town Administrator

Finance Committee Recommendation:

Board of Selectmen Recommendation:

Comment:

ARTICLE 7: PAYMENT OF TWO (2) PRIOR YEAR OUTSTANDING INVOICES

To see if the Town will vote to transfer the sum of Fourteen Thousand Eight Hundred dollars and no cents (\$14,800.00) from Free Cash to the FY16 Assessor’s Purchase of Service budget (01014152-520000) to pay two outstanding invoices from Paul S. Kapinos & Associates, Inc. for services rendered in FY 2013 (\$7,400.00) and FY 2014 (\$7,400.00), or to take any other action relative thereto. *Requested by the Board of Assessors*

Finance Committee Recommendation:

Board of Selectmen Recommendation:

Board of Assessors Recommendation:

Comment:

Kapinos and Associates provides annual software maintenance and support for the assessment system used in Truro. They also provide Web Hosting and Maintenance of the Assessors on-line data base. Due to a change in the billing structure for services provided to the Town, the support and maintenance invoices for two fiscal years were generated after the close of the associated fiscal periods. Town Meeting approval is required in order to pay for bills from prior years.

ARTICLE 8: AMEND GENERAL BYLAWS TO BAN SINGLE USE PLASTIC BAGS

To see if the Town will vote to amend the General Bylaw by adding a new Chapter 3 Section 6 to the General Bylaws as follows:

3-6 Truro Single-Use Plastic Bag Reduction Bylaw

3-6-1. Purpose and Intent

The use and disposition of single-use plastic bags, including bags made of high density polyethylene, low-density polyethylene, “biodegradable,” “compostable” or “oxo-biodegradable” materials, have significant impacts on the marine and terrestrial environment of all coastal communities, including but not limited to:

1. Contributing to the injury and potential death of marine and terrestrial animals through ingestion and entanglement;
2. Contributing to pollution and degradation of the terrestrial and coastal environment;
3. Clogging storm drainage systems; and
4. Creating mechanical and disposal burdens for solid waste collection and recycling facilities.

Studies have shown that even those plastic bags made from “biodegradable,” “compostable” or “oxo-biodegradable” materials, which all require very specific and controlled environments to fulfill their claims, are for all intents and purposes identical to single-use high or low-density polyethylene plastic bags in their potential impacts to the environment as set forth above. Bags of these types are therefore also subject to the requirements herein.

The goal of this Bylaw is to protect, conserve and enhance the Town’s unique natural beauty and irreplaceable natural resources through the elimination, within the retail sector, of certain single-use plastic bags and by encouraging the use of reusable bags within the retail and municipal sectors. Therefore the Town of Truro seeks to phase out the use of single-use plastic bags by January 1, 2016.

3-6-2. Definitions

An “Establishment” means any business in Truro selling goods, articles, food or personal services to the public, including but not limited to markets, restaurants, bars, take-out food purveyors, merchandise retailers, florists and galleries.

A “single-use plastic bag” for the purposes of this Bylaw is defined as a bag made of plastic, including but not limited to bags made of high-density polyethylene, low-density polyethylene, “biodegradable,” “compostable” or “oxo-biodegradable” materials, with a thickness of less than 1.5 mils provided at the checkout stand, cash register, point of sale or other point of departure and that are intended for the purpose of transporting food or merchandise out of the Establishment.

Single-use plastic bags **do not include** plastic bags which are a maximum of 11 inches by 17 inches and are without handles provided to the customer:

1. To transport produce, bulk food, candy or meat from a department within a store to the point of sale;
2. To hold prescription medication dispensed from a pharmacy;
3. To segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a point-of-sale bag;
4. To distribute newspapers; or
5. To protect clothing in dry-cleaning establishment.

A “reusable bag” is defined as a bag with handles that is specifically designed and manufactured for multiple

reuse and is either:

1. Made of cloth or other machine washable fabric;
2. Made of durable plastic that is at least 3.5 mils thick; or
3. Other durable material suitable for reuse.

3-6-3. Use Regulations

Single-use plastic bags shall not be distributed or sold at any Establishment beginning June 1, 2016, by which date existing stock of single-use plastic bags shall be phased out; any stock remaining after that date shall be disposed of properly (e.g., recycled or returned to manufacturer) by the Establishment.

Customers are encouraged to bring their own reusable shopping bags to Establishments. Establishments may provide paper or reusable bags at no charge, or charge a fee which would be kept by the Establishment, as they so desire.

3-6-4. Administration and Enforcement

This Bylaw may be enforced by any Town police officer, enforcement officer or agent of the Board of Health. This Bylaw may be enforced through any lawful means in law or in equity, including, but not limited to, non-criminal disposition pursuant to G.L. c. 40, §21D. If non-criminal disposition is elected, then any Establishment which violates any provision of this Bylaw shall be subject to the following penalties;

An amount not less than \$50.00 and not to exceed \$100.00 for first offense

An amount not less than \$100.00 and not to exceed \$200.00 for second offense

An amount not to exceed \$300.00 for third and subsequent offenses

Each day that such violation continues shall be considered a separate offense.

Or take any other action relative thereto. *Requested by the Board of Selectmen*

Board of Selectmen Recommendation:

Comment:

In conformity with Section 2.3.5 of the Truro Town Charter, you are hereby directed to serve these warrants, by posting duly-attested copies in Town Hall, the United States Post Offices, two other public places in Truro and two other public places in North Truro, fourteen days, at least, before the date of said meetings.

Hereto fail not and make due return of the warrants, together with your doings thereon, to the Town Clerk, at time and place of said meetings. Given unto our hands this 20th day of October in the Year of our Lord, Two Thousand and Fifteen.

We, the members of the Board of Selectmen of the Town of Truro, have read the warrant for Special Town Meeting to be held at 6:00 p.m. on November 5, 2015, at the Truro Central School. Acting in capacity of the Board of Selectmen we do hereby grant approval of and permission for the above mentioned warrant.

Paul C. Wisotzky, Chairman

Janet W. Worthington, Vice Chairman

Jay Coburn

Maureen Burgess, Clerk

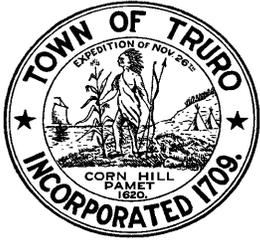
Robert M. Weinstein

A true copy, attest:

Cynthia A. Slade
Town Clerk, Town of Truro

Sirs: I have served this warrant by posting duly attested copies thereof at the following places: Grozier's Garage, Lower Cape Auto & Truck Repair, Savory & Sweet Escape, Pamet Valley Liquors, Truro Post Office, N. Truro Post Office, Truro Public Safety Facility, Truro Public Library, Transfer Station, Truro Central School, Truro Community Center, and Truro Town Hall

date Constable



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: October 13, 2015

ITEM: Discussion of Fire Chief Expectations

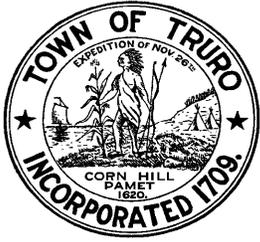
EXPLANATION: Chairman Wisotzky and Vice-Chairman Worthington have requested that this item be placed on the agenda to enable a discussion regarding expectations for the new Fire Chief.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: *None Required.*

ATTACHMENTS: None



Agenda Item: 5F

TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: April 7, 2015

ITEM: Update on Ballston Beach

EXPLANATION: The Town Administrator will provide an update on the status of the Ballston Beach/Pamet River project.

SUGGESTED ACTION: *None Required.*

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: October 13, 2015

ITEM: Discussion of Communications with the Conservation Commission and Scheduling of a Joint Meeting

EXPLANATION: Chairman Wisotzky and Vice-Chairman Worthington requested that this item be placed on the agenda for an update and discussion with the whole Board regarding recent communications with the Conservation Commission and to determine possible dates for a joint meeting.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: *None Required*

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Truro Police Department

REQUESTOR: Chief Kyle Takakjian

REQUESTED MEETING DATE: October 13, 2015 Consent Agenda

ITEM: National Park Service (NPS) Law Enforcement Agreement

EXPLANATION: The National Park Service and the Truro Police Department share concurrent jurisdiction within the bounds of National Park Land and the Town of Truro. The Town and the NPS have had a standing Law Enforcement Agreement that outlines the authorities, responsibilities and expectations for providing mutual law enforcement and emergency support services to each agency. This agreement is periodically updated and has been reviewed and approved as to form by Town Counsel.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Loss of Mutual Law Enforcement and support services within the bounds of the National Park

SUGGESTED ACTION: *Motion to approve and authorize the Chair to sign the General Agreement By and Between the U.S. Department of the Interior National Park Service Cape Cod National Seashore and the Town of Truro Massachusetts.*

ATTACHMENTS:

1. NPS Agreement

GENERAL AGREEMENT
By and Between
THE U.S. DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE
CAPE COD NATIONAL SEASHORE
And the
TOWN OF TRURO, MASSACHUETTS

Article I. BACKGROUND & OBJECTIVES

WHEREAS, pursuant to Title 54 USC § 102701 the United States Department of the Interior, National Park Service (NPS) has the authority, jurisdiction, and responsibility to detect, investigate, and apprehend persons violating the criminal laws of the United States, and to provide law enforcement and emergency services within Cape Cod National Seashore; and

WHEREAS, Title 54 USC § 102711 authorizes the National Park Service to render emergency and other cooperative assistance to other agencies outside the boundaries of units of the National Park Service; and

WHEREAS, the Town of Truro Police Department, herein referred to as the Truro, has the authority, jurisdiction, and responsibility to detect, investigate, and apprehend persons violating State Law, and provide law enforcement and emergency services for the Town of Truro and

WHEREAS, pursuant to Ch. 360 of the acts of 1984, the Commonwealth of Massachusetts and the National Park Service, exercise Concurrent Jurisdiction on those lands and waters within the boundary of Cape Cod National Seashore.

WHEREAS, in order to facilitate day to day law enforcement and emergency operations and to ensure that the public safety is best served and that the coordinated, mutual efforts of both parties hereto are facilitated: At the request of the National Park Service Cape Cod National Seashore, and with the concurrence of the Chief of Police, National Park Service Law Enforcement Officers employed at Cape Cod National Seashore, may be granted Special Police Officer Status in the Town of Truro.

WHEREAS, criminal activity on a regional, statewide, and national level affect the quality of life inside Cape Cod National Seashore; and

WHEREAS, the NPS Park Rangers and Special Agents are sometimes called to investigate criminal violations that originate within the park but may lead to suspects, evidence and investigative leads outside the park boundary; and

WHEREAS, The Truro Officers are sometimes called to investigate criminal violations that originate within the Town of Truro but may lead to suspects, evidence, and investigative leads inside Cape Cod National Seashore; and

WHEREAS, both the NPS and Truro have personnel, equipment, and skills suited to the task of managing law enforcement incidents and providing emergency services in their respective areas; and

WHEREAS, by pooling the resources of the NPS and Truro in mutual assistance, the combined strengths and efforts of these two agencies will provide more extensive and effective law enforcement, emergency services, search and rescue efforts, and a safer working environment for officers of both agencies in such a manner that will coordinate best considering geographic, economic, population, and other factors influencing the needs of outlying communities; and

Article II. STATEMENT OF WORK

The National Park Service and the Town of Truro agree as follows:

(1) To ensure that each of the entities referred to above may enjoy effective and the most efficient law enforcement, investigations, and police protection, as well as emergency services (search and rescue, public assistance, and other emergency assistance) the NPS and Truro agree to assist each other in carrying out law enforcement activities and other emergency operations on properties which are normally the concern of the other, as resources and circumstances allow.

(2) Truro agrees that in the event that law enforcement or emergency assistance (beyond routine incidents) is needed, any request for such mutual assistance will be placed. Absent a request, NPS may take action in an emergency situation as defined as follows:

AN EMERGENCY SHALL BE DEFINED AS THE FOLLOWING:

- a. The commission of a felony or serious misdemeanor which presents a direct threat to human life and/or safety;
- b. Officer "in trouble" (needing emergency assistance);
- c. Any incident resulting in a death;
- d. Assistance needed to preserve a crime scene;
- e. Serious injury and/or fatal motor vehicle accidents;
- f. Natural or man-made disasters, such as severe storms, floods, radiological emergencies, hazardous material incidents, train or aircraft accidents, fires, bomb threats, or other incidents involving injury or risk of injury to persons;
- g. Incidents such as accidents, downed trees, and similar emergencies which block roadways and which require control or rerouting of traffic to prevent hazards to the public;

- h. Search and/or rescue incidents involving missing, lost, stranded, or injured persons;
 - i. Emergency medical incidents where human life and/or safety is threatened due to injury or illness.
- (3) The NPS agrees that in the event that law enforcement or emergency assistance (beyond routine incidents) is needed, any request for assistance will be placed.
- (4) Criminal investigations within Cape Cod National Seashore can be conducted by NPS Park Rangers and Truro Police Officers. The NPS or Truro may request mutual assistance on criminal investigations, in cases that have a relationship with both jurisdictions, or have events that have occurred in both jurisdictions.
- (5) Mutual assistance provided by and to each agency may include, but not be limited to, conducting interviews, surveillance, record checks, vehicle searches, K-9 use, sharing of informants and sensitive intelligence and case information, and assistance with arrests and warrant service.
- (6) Law enforcement or emergency incidents within the Town of Truro will be directed by the Police Chief, or his/her representative. Law enforcement or emergency incidents within Cape Cod National Seashore will be directed by the Chief Ranger, or his/her representative.
- (7) The NPS and Truro each agree to permit personnel from each agency's enforcement and emergency services to attend training sessions and to use training facilities on a space available basis.
- (8) The NPS and Truro each agree that members or employees of the assisting agency shall at no time be considered employees of the agency being assisted under any circumstances or be entitled to compensation from the assisted agency, nor shall the employees of one agency be considered to be borrowed servants of the other agency.
- 10) The NPS and Truro agree to utilize the principles of the Incident Command System (ICS) to manage emergency responses. The following ICS principles will be observed.
 - a) The legal and policy requirements of each agency shall be observed
 - b) Planning will occur cooperatively
 - c) The incident should be structured such that supervisors of each agency have control of their employees and shall ensure compliance with their policies. They may withdraw their personnel if the situation requires.
 - d) In complex incidents the agencies will either:
 - 1) Establish a Unified Command or
 - 2) The lead agency will ensure that an Agency Representative from the other agency is requested. An Agency Representative's duties are to

advise the Incident Commander (or equivalent person) of the abilities and limitations of their personnel.

3) Incident Plans will meet the media relations needs of both agencies

ARTICLE III - TERM OF AGREEMENT

This Agreement will remain in effect for five (5) years from the date of approval by both parties, and may be reaffirmed at the end of the five (5) year period by a reaffirmation memorandum.

ARTICLE IV - KEY OFFICIALS

The key official for the NPS shall be:

Chief Park Ranger
Cape Cod National Seashore
99 Marconi Site Road
Wellfleet, MA 02667

Telephone: (540) 957-0735

The key official for the Town of Truro shall be:

Chief of Police
344 RTE 6,
Truro, MA 02666

Telephone: (508) 487-8730

ARTICLE V - AGREEMENT REVIEW

The parties agree to confer on each anniversary date of this Agreement, or more often as necessary, to review the terms of this Agreement or other items of interest which will enhance their mutual cooperation.

ARTICLE VI - PROPERTY UTILIZATION

In rendering mutual assistance, each party shall be responsible for providing its own equipment, material, and supplies, except in emergency cases where it is mutually agreed that the sharing of use of equipment loaned or furnished by another party is necessary or proper.

ARTICLE VII - REPORTS

Nothing in this section shall purport to waive, limit, or remove confidentiality imposed or allowed by law in regard to any such reports or the content of the reports.

ARTICLE VIII – FINANCE AND BUDGET

No special or separate financial arrangements are made under this agreement. Each entity represented shall provide for its own financing and budget to cover the anticipated requirements of this Agreement, unless agreed to prior to a specific incident.

ARTICLE IX – ORGANIZATION

No separate legal entity shall be created by this Agreement.

ARTICLE X – GENERAL PROVISIONS

A. No member or delegate to Congress, or resident commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise there from but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

B. As a result of the activities authorized hereunder, NPS Park Rangers shall not under any circumstances be considered employees, agents or “borrowed servants” of Truro. Under no circumstances shall Truro Officers be considered Federal employees, agents or “borrowed servants” of NPS; nor shall employees of either party receive or be entitled to any compensation or benefits from the other party for any service performed under the terms of this Agreement. NPS Park Rangers will be subject to the policies, regulations and laws of the federal government while rendering emergency law enforcement assistance and will conform to state and local procedures where there is no contradiction of federal policy, regulation or law.

C. This Agreement and the obligations of the NPS and Truro hereunder are subject to the availability of funds and resources, and nothing contained herein shall be construed as binding The DEPARTMENT OF THE INTERIOR (DOI) to expend in any fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for that fiscal year or as involving DOI in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations, or as obliging the County to expend funds, other than as may be lawfully appropriated. Participation in this Agreement in no way obligates the NPS to obligate and/or provide any funding to successfully implement the terms or conditions herein contained. The cost of furnishing services shall be borne by the agency furnishing the services and no claims for reimbursement shall be made upon the other.

D. Nothing contained herein shall be construed to be a waiver of any immunity against suit or as a limitation on the rights of the parties to assert any otherwise available defense, nor shall anything contained herein be construed as creating any third party beneficiary rights.

E. Each of the parties shall waive any and all claims against the other party hereto that may arise out of activities undertaken pursuant to this Agreement. Each party shall be responsible for administration of any claims or legal actions arising from the conduct of its own personnel pursuant to this Agreement, including the expense of investigation and/or defense of any such

claim or legal actions, including, but not limited to, judgments, settlements, attorney and expert witness fees.

F. NPS Park Rangers and Truro Officers will identify themselves by their credentials.

G. NPS Park Rangers will wear only the official NPS uniform or, if required and approved by the Chief Ranger or designee, plain clothes.

H. At all times while rendering emergency law enforcement assistance NPS Park Ranger shall remain under the authority and control of NPS Supervisors.

I. At all times while rendering emergency law enforcement assistance Truro Officers shall remain under the authority and control of Truro Officers Supervisors.

J. NPS Park Ranger will be subject to the policy, regulations, and law of the federal government while rendering emergency law enforcement assistance and will conform to state and local procedures where there is no contradiction of federal policy, regulation, or law.

K. This Agreement may be amended only by mutual agreement of the parties. The Agreement may be terminated by mutual agreement or by either party upon sixty (60) days notice in writing to the other party.

ARTICLE XI – ASSEST FORFEITURE

The Cape Cod National Seashore Chief Ranger or their designee and Truro shall work toward establishing a fair and equitable agreement in individual case forfeiture. The NPS and Truro will comply as provided by applicable federal and state law for the equitable sharing of federally forfeited property for state and local law enforcement agencies.

ARTICLE XII – APPROVALS OF SUPERINTENDENT, CAPE COD NATIONAL SEASHORE – FILING

This General Agreement must be submitted to and meet the approval of the Superintendent, Cape Cod National Seashore. The agreement shall be filed in the Chief Ranger's Office, Cape Cod National Seashore.

ARTICLE XIII – APPROVALS OF THE TOWN OF TRURO

As a condition precedent to this Agreement becoming effective, this Agreement must be submitted to and receive the approval of the Truro Police Chief. When Truro Police Chief approves this Agreement, the Agreement shall be filed with the Truro Police Department

National Park Service – Cape Cod National Seashore

By 
Superintendent

Date 9/21/15

By 
Chief Ranger

Date 9/21/15

Town of Truro

By _____
Chairman Truro Board of Selectman

Date _____

By _____
Police Chief

Date _____



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant on Behalf of Meredith McKay of Optomen Productions

REQUESTED MEETING DATE: October 13th, 2015

ITEM: Town of Truro Film Agreement for NAT GEO WILD (Optomen Productions, NYC) on October 19th with a Use of Town Property application for Ballston Beach, Coast Guard Beach, and various locations in Truro for stock footage.

EXPLANATION: The Board of Selectmen must give prior consent for filming in the town of Truro. For an upcoming episode of *When Sharks Attack* National Geographic Wild is requesting a one day film shoot at two area beaches (Ballston and Coast Guard) and to do stock footage in Truro. They are also requesting use of Town property for two beach locations for additional filming and their film crew's vehicles and filming equipment. Both the Chief of Police and Recreation and Beach Director have approved and signed the applications. The company has provided an insurance certificate naming the Town as additional insured.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Optomen Productions will be unable to film in the town of Truro, an episode on NAT GEO WILD regarding sharks for a documentary.

SUGGESTED ACTION: *MOTION TO approve the film agreement for October 19th for Optomen Productions (NAT GEO WILD) and the Use of Town Property Application for Ballston and Coast Guard Beach and Authorize the Chair to sign the Film Agreement.*

ATTACHMENTS:

1. Film Agreement
2. Use of Town Property Application



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

FILMING AGREEMENT

An agreement made in Truro, Massachusetts on this date, October 13, 2015 by and between Optomen Productions ("Company"), having a principal place of business at 225 Varick St Suite 400 New York, NY 10014 and the Town of Truro, acting through its Board of Selectmen ("Town"), a town duly incorporated under the laws of Massachusetts;

WHEREAS, the Company is desirous of filming a portion of its motion picture/advertisement within the Town of Truro; and

WHEREAS, the Company wishes to gain permission to utilize the public lands and ways during part of its filming; and

WHEREAS, the Town is amenable to granting full permission so long as the Town is fully protected from all injury and liability which may be occasioned by granting permission;

NOW THEREFORE, it is mutually agreed as follows:

1. With the prior consent of the Board of Selectmen, the Company may film within the Town of Truro portions of its motion picture/advertisement, at the locations already designated and to be designated by the Board of Selectmen;
2. The Company shall at all times exercise due care and diligence in its filming and associated activities within the Town of Truro;
3. For each day of filming within the Town of Truro the Company shall pay to the Town of sum of \$250.00.
4. Should the Chief of Police of the Town of Truro determine that public safety and order requires a police detail at the scene where filming is occurring, he/she shall provide the police detail with all costs of such detail, if there are any, to be paid by the Company as an additional payment in addition to the daily fee.
5. All payments due under this Agreement shall be paid within thirty (30) days of when the filming occurs; in the event payment is not made within this time, interest at the rate of twelve (12%) per annum shall accrue thereon.
6. The Company shall fully reimburse the Town for any property damage cause, directly or indirectly by the Company.
7. The Company shall fully reimburse, indemnify, and hold harmless the Town of Truro for any and all

harm, injury, damage, and liability for property damage and personal injury which may occur to third parties, which is caused directly or indirectly by the Company, and for which the Town may be held responsible. Indemnification shall include all legal expenses, court costs, and attorney fees, if any.

8. The Company warrants and represents that it is fully and satisfactorily insured against liability for personal injury and property damage and that, upon request of the Board of Selectmen, it shall furnish all applicable certificates of insurance.

9. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, and in the event any portion of this Agreement is deemed to be invalid, that portion shall be severed and deleted, and at the discretion of the Town, the balance shall remain in full force and effect.

Witness our hands and seal this 13th day of October, 2015, _____.

Town of Truro by its Board of Selectmen:

In the presence of:

Notary Public

Company by a duly authorized agent:

Meredith McKey
Signature of Agent
MEREDITH MCKEY, ASSOCIATE PRODUCER
Name and Title (Printed)
9/21/15
Date when signed

In the presence of:

[Signature]
Notary Public

DANIEL McAULIFFE
Notary Public, State of New York
Reg. No. 01MC6270295
My Commission Expires 10-13-2016

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

APPLICANT: Meredith McKay, Associate Producer
COMPANY NAME: Optomen Productions
ADDRESS: 225 Varick St, Suite 400 New York, NY 10014
TELEPHONE: _____
E-MAIL ADDRESS: meredith.mckay@optomenusa.com
TOWN PROPERTY TO BE USED: Ballston Beach, Coast Gaurd Beach, and various locations
in Truro.

DATES AND HOURS OF USE: October 19, 2015, hours available for use. Beaches 6:30A-7P.

DESCRIPTION OF ACTIVITY CONTEMPLATED, INCLUDING PURPOSE FOR FILMING, NUMBER OF PERSONS INVOLVED, EQUIPMENT TO BE USED, WHETHER FOOD OR BEVERAGES WILL BE SERVED OR SOLD, THE NUMBER OF VEHICLES INVOLVED, AND ANY OTHER ADDITIONAL INFORMATION:

Documentary television film shoot for Nat Geo Wild show When Sharks Attack. Will conduct interview on beach and film b-roll. 4-5 person crew with 1-2 vehicles. Portable film equipment will be used.

ACTION BY BOARD OF SELECTMEN:

Approved _____ Disapproved _____

Conditions, if any: _____

Signature (Chairman, Board of Selectmen)

Date

ACTION BY POLICE DEPARTMENT:

Recommendation for a police detail: Yes _____ No

Comments, Conditions: _____

Kyle Takaljian
Signature (Chief of Police)

10/6/15
Date

INDEMNITY AGREEMENT

AGREEMENT made on October 13, 2015 by the Town of Truro, ("Town") a municipal corporation having its usual place of business in Truro, Massachusetts, and acting by and through its Board of Selectmen, and Optomen Productions ("Company") acting by and through its agent, Meredith McKay.

WITNESSETH:

WHEREAS, the Company has requested permission to use that portion of land in the Town of Truro and owned by the Town of Truro, commonly referred to as Ballston Beach, Coast Gaurd Beach, etc for purposes of holding thereon a film shoot on the following date(s) October 19, 2015 and;

WHEREAS, the Company has agreed to indemnify the Town of Truro against any and all liabilities, loss, damages, costs or expenses which it may hereinafter occur or suffer or be required to pay as a result of the use of said property for the above purpose, and;

WHEREAS, the Company has agreed to provide a bond to the inhabitants of the Town of Truro;

NOW THEREFORE, in consideration of the above premises and covenants and agreements contained herein, the Company hereby covenants and agrees as follows:

1. In consideration and use of Ballston Beach, Coast Gaurd Beach, etc, so-called, and located in the Town of Truro, for purposes of the holding of a film shoot on the date(s) of October 19, 2015 the Company hereby agrees to indemnify and hold harmless the Town against any and all liabilities, loss, damages, costs or expenses, which it may hereafter incur, suffer or be required to pay by reason of the use of the said property for the stated purpose on the above date(s).
2. The Company shall post as a bond the sum of \$ N/A with the Town in insure that any damage that may occur as a result of the use of said property shall be remedied.
3. This Agreement is conditioned upon the due performance by the Company of all of the terms, covenants, and conditions contained herein to be performed and the prompt payment of all sums required to be paid hereunder.
4. The indemnity under this Agreement shall continue until the Agreement has been fully performed and the premises at Ballston and Coast Guard Beach inspected by the Board of Selectmen or their agent, upon the conclusion of the use of the property.
5. The Company shall be liable for the payment of all obligations that may be incurred by the Town under this Agreement, the fee of which to the Town shall be \$ N/A per day, with any additional costs, i.e., police private detail, to be paid separately from the Town fee, anything herein contained to the contrary notwithstanding, and the Town shall have full right to take such steps to compel performance by the Company as may be necessary and proper and to collect from the Company any loss which the Town feels may incur, including reasonable attorney's fees.

Filming Agreement
Indemnity Agreement
Page 5

Signed and sealed as to the above written date.

M. McE
Signature of Applicant/Agent

OPTOMEN PRODUCTIONS
Company

9/21/15
Date

TOWN OF TRURO, BOARD OF SELECTMEN

APPLICANT/AGENT FOR THE COMPANY

TOWN OF TRURO

Agenda Item: 6B2

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

APPLICATION FOR PERMIT TO USE TOWN-OWNED PROPERTY

Applicant: Meredith McKay **Email:** meredith.mckay@optomenusa.com

Group Affiliation (If Any): Optomen Productions, Nat Geo Wild

Mailing Address: 225 Varick St, Suite 400 **City:** New York **State:** NY **Zip:** 10014

Phone: 212 208 6932 **Cell Phone:** 770 714 3604

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

Film shoot with 4-5 people, portable film equipment such as camera, tripod, audio boom, etc, and 1-2 cars.

Town Property to be Used: Ballston Beach, Coast Gaurd Beach, ~~Highland Lighthouse~~ and various locations in Truro.

Date(s) and Hours of Use: October 19, 2015, hours available starting at 6:30A **Day:** Monday

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

I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity. A fee of \$50.00 is to be submitted to the Town upon approval of the application by the Board of Selectmen.

Meredith McKay

Signature of Applicant

9/24/2015

Date

Action by the Board of Selectmen:

Date: _____

_____ Approved as submitted

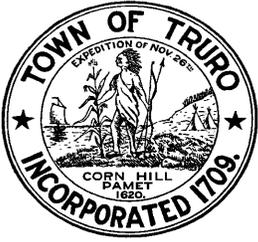
_____ Approved with the following condition(s): _____

_____ Disapproved with the following reason(s): _____

Signatures of the Board: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health/Conservation Agent Signature: <hr/> Comments/Conditions: Permits/Inspections needed:	Building Commissioner Signature: <hr/> Comments/Conditions: Permits/Inspections needed:
Police Department Signature: <hr/> Comments/Conditions:	Fire Department Signature: <hr/> Comments/Conditions:
DPW Signature: <hr/> Comments/Conditions:	Harbormaster Signature: <hr/> Comments/Conditions:
Recreation & Beach Director: <i>Kelly Cava</i> 9/27/15 <hr/> Comments/Conditions:	OTHER: <hr/> Comments/Conditions:



TOWN OF TRURO

Board of Selectmen Consent Agenda Item

DEPARTMENT: Accounting

REQUESTOR: Trudi Brazil, Town Accountant

REQUESTED MEETING DATE: Tuesday, October 13, 2015

ITEM: Annual Request for approval of deficit spending for emergency ice and snow removal

EXPLANATION: This is a request for BOS approval to spend the emergency snow and ice removal account into deficit in FY 2016, if the situation becomes necessary.

FINANCIAL SOURCE (IF APPLICABLE): FY 2016 Snow & Ice Budget (\$25K); deficit to be covered by Annual or Special Town Meeting transfer or notice to the Board of Assessors to include deficit on the FY 2017 Tax Rate.

IMPACT IF NOT APPROVED: Emergency snow and ice removal activities would be stopped when the appropriation was exhausted.

SUGGESTED ACTION: *Motion to approve the annual request of deficit spending for emergency ice and snow removal.*

ATTACHMENTS:

1. Accountant's request memo



TRURO ACCOUNTING DEPARTMENT

Memo

To: Truro Board of Selectmen
Truro Town Administrator
Truro Finance and Advisory Committee
Truro Board of Assessors
Truro Town Clerk/Treasurer/Collector
Jason Norton, Truro DPW Director

From: Trudi Brazil, Truro Town Accountant

Date: September 25, 2015

Re: Deficit Spending of Snow and Ice Removal Budget

Massachusetts General Law Chapter 44 Section 31 D allows a Community to overspend its appropriation for the removal of ice and snow under two specific conditions: first that the annual appropriation be equal to or greater than the preceding years' appropriation; second that the deficit spending occur only **after** the Board of Selectmen, Town (Manager) Administrator and the Finance Committee agree to such over expenditure. The first condition was met when Annual Town Meeting approved the \$25,000.00 appropriation for FY 2016 which is equal to the FY 2015 appropriation. This memo addresses the second condition.

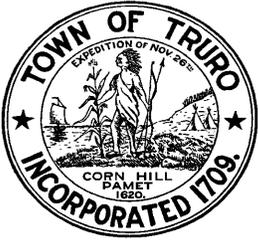
As of this date there remains a balance in the Snow Removal budget of \$25,000.00

At this time I respectfully request your approval to spend this appropriation in deficit *IF THE SITUATION SHOULD ARISE*.

Any resulting deficit in this appropriation can be "covered" either by a transfer of available funds at Annual or Special Town Meeting, or the Selectmen can certify the amount of such deficit to the Board of Assessors to be included on next years' tax rate as an "other amount to be raised".

If you have any concerns or questions regarding this request please don't hesitate to contact me. Your favorable response to this request will be greatly appreciated.

Thank you.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Truro Police Department

REQUESTOR: Chief Kyle Takakjian

REQUESTED MEETING DATE: October 13, 2015

ITEM: Police Officer Re-appointment, Officer James Bragdon

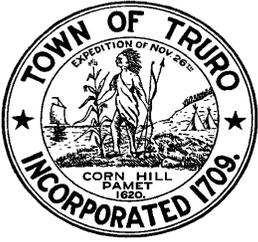
EXPLANATION: Officer James Bragdon's probationary Police Officer appointment has expired, therefore he needs to be re-appointed as a Police Officer for the Town of Truro. His appointment will end on 12/31/15 to bring him in line with the appointment schedule for the rest of the department. In December he will be reappointed for three years with the rest of the department.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Officer Bragdon would be unable to serve as a Truro Police Officer

SUGGESTED ACTION: *Motion to approve the appointment of Officer James Bragdon to serve as a Police Officer for the Truro Police Department for a term beginning October 13, 2015 and ending December 31, 2015.*

ATTACHMENTS: N/A



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: October 13, 2015

ITEM: Approval of Membership Reappointment of Patricia Wheeler to the Concert Committee

EXPLANATION: Patricia Wheeler has completed the State Online Conflict of Interest training program, and signed the Board of Selectmen Policy #54 Standards of Professional Conduct and the Summary of Conflict of Interest Law for Municipal Employees, which fulfills her requirements to serve. Ms. Wheeler's application to serve for reappointment is completed.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicant will not be able to participate on their respective Board/Committee/Commission.

SUGGESTED ACTION: *MOTION TO appoint Patricia Wheeler to the Concert Committee for a three year term which will expire June 30, 2018.*

ATTACHMENTS:

1. Application to Serve, Patricia Wheeler

DRAFT

**Truro Board of Selectmen
Special Meeting, September 29, 2015
Town Hall Meeting Room**

Members Present: Chair Paul Wisotzky; Maureen Burgess, Jay Coburn, Robert Weinstein, Janet Worthington

Present: Town Administrator Rae Ann Palmer, Town Accountant Trudi Brazil

Chair Paul Wisotzky called the meeting to order at 5:00 p.m. and announced it was being videotaped.

PUBLIC COMMENT

Roberta Lema expressed her desire to have sea clamming regulations modified.

Paul Wisotzky noted that the Assistant Town Administrator/Planner Charleen Greenhalgh was resigning and thanked her for her service to the Town of Truro.

He also said the Fire Chief Brian Davis was retiring and praised him for his commitment and service to the Town for fifty years. The other members of the Board added their thanks for the long-time service of Brian Davis and expressed their appreciation for all that he has done.

COMMITTEE APPOINTMENT

Selectmen interviewed Bob Higgins-Steele for a position on the Energy Committee. Mr. Higgins-Steele told the Board about his experience on an energy committee in another town.

Robert Weinstein moved to approve the appointment of Bob Higgins-Steele to the Energy Committee as an Alternate with a term ending in 2016. Maureen Burgess seconded, and the motion carried 5-0.

BOARD OF SELECTMEN ACTION

Special Town Meeting

Chair Paul Wisotzky said there was a need for Special Town Meeting to be held on November 5, 2015. Town Administrator Rae Ann Palmer explained that the purpose of the Special Town Meeting was for Articles for a Solar Installation at the Transfer Station.

Jay Coburn moved to approve holding the Special Town Meeting on November 5, 2015 at the Truro Central School at 6:00 p.m. and to open the Warrant for the Special Town Meeting on September 30, 2015 at 8:00 a.m. and close the Warrant on October 13, 2015 at 4:00 p.m. Maureen Burgess seconded, and the motion carried 5-0.

Jay Coburn suggested adding other Articles of interest that would draw in good attendance at the Special Town Meeting.

FY2017 Budget Preliminary Discussion – Joint Meeting of the Finance Committee

Finance Committee Chair Robert Panessiti called the Finance Committee meeting to order at 5:35 p.m. Finance Committee members Roberta Lema, Richard Wood, Dennis Clark and Lori Meads were present for the joint meeting with the Board of Selectmen. BOS Chair Wisotzky said this year's approach would be to examine where there was over or under spending in the Budget. New programs were also of special concern. Finance Committee Chair Robert Panessiti said trends and forecasting would be in use this year. The Finance Committee's fee review of the Town would continue, he said. They will also be following suggestions from the Auditors. Mr. Panessiti and Board members discussed: ideas for the Transfer Station; desired staffing and services; road plowing; School; and services that bring in revenue. Town Administrator Rae Ann Palmer will begin working with staff recommendations, she said.

The Selectmen will draft the Budget Letter to the Department Heads by the next meeting. The Budget Task Force consists of members from the Board of the Selectmen and members of the Finance Committee. Janet Worthington asked that there be updates of the Task Force at the Selectmen's meetings.

In his capacity of Chair of the Charter Review Board, Mr. Panessiti said that he has also been updating the Charter on Budget procedures and deadline dates.

Mr. Panessiti adjourned the Finance Committee meeting at 5:58 p.m. and the Board of Selectmen's meeting continued.

Year Round Condo Use of Water & Wastewater Discussion

Kevin Kuechler, Chair of the Water Resources Oversight Committee discussed the Study of the Impact of Year Round Condo Use on Water and Wastewater. Mr. Kuechler said there was not an obvious answer to the question of how year-round condo use would affect water and wastewater. Weston & Sampson, the engineers that have developed Truro's water plans, have collected data for an ongoing study on wastewater flow on Beach Point concerned with direction of the flow. Weston & Sampson could prepare a demand analysis and an additional analysis for infrastructure, he said.

He asked if the Board of Selectmen would approve proceeding with the demand analysis. The Town Administrator said there was money available for this. Jay Coburn distributed, for the Board's consideration, some statistics on the number of bedrooms in Truro that have been added in the last four years. He questioned the emphasis on wastewater from condos when there was an overall increase in wastewater. Selectman asked about the time span of the study and expressed concern about houses with old cesspools.

Jay Coburn moved to authorize the Water Resources Oversight Committee to enter a contract with Weston & Sampson to conduct a demand analysis and authorize the Chair to sign the contract once it is prepared. Robert Weinstein seconded. The motion carried 5-0.

Town Hall Staff Restructuring

Town Administrator Rae Ann Palmer said that with the resignation of the Assistant Town Administrator/Planner, she would need more time to present a Town Hall Staff Restructuring Plan. She had included in the meeting packet a proposed functional structure with six basic silos of function: General Government, Financial Administration, Natural Resources & Environmental Services, Community Preservation, Human Services, and Public Safety. She suggested a working session to discuss these areas of structuring.

Contract for New Fire Chief

Paul Wisotzky asked if there were any questions regarding the contract for the new Fire Chief. There were a few questions about language regarding the Chief's vehicle and residency requirements.

Jay Coburn moved to authorize the agreement between the Town and Tim Collins as new Fire Chief. Maureen Burgess seconded, and the motion carried 5-0.

CONSENT AGENDA

There were four items on the Consent Agenda:

- A. Approval and Authorization for the Chair to sign the contract between the Town of Truro and Barnstable County (through the Cape Cod Commission) for GPS flyover mapping.
- B. Approval of a One Day Entertainment License and Use of Town Property at Head of the Meadow Beach Parking Lot for Pete Fasano on behalf of Vinegrass for a fundraiser on October 4, 2015 with an authorization signature by the Chair.
- C. Approval of the Board of Selectmen minutes of September 8, 2015 and September 15, 2015.

Maureen Burgess moved to approve the Consent Agenda as presented. Robert Weinstein seconded, and the motion carried 5-0 with an abstention by Jay Coburn for the minutes of September 15, 2015.

SELECTMEN'S REPORTS

Janet Worthington reported on Selectmen's Hours she and Paul Wisotzky held at the Community Center. They met with two women interested in Housing. She also had attended a Chamber of Commerce meeting and said that the Chamber was increasing efforts for the Food Pantry. The Chamber is enthused about the proposal for improved signage on the highway, she said.

Paul Wisotzky announced that the Truro Housing Authority is sponsoring an Oct. 24 presentation on the need for Affordable Housing. He reported on the Truro Non-Resident Taxpayers Association (TNRTA) meeting on better communications.

Maureen Burgess had heard about parking issues during her Selectmen Hours. She reported on the Wounded Warriors Project and displayed a plaque the Wounded Warriors organization had given the Town in appreciation for the Proclamation of Support which Truro had given them. She also represents the Town at the Herring River Restoration

Project and said the legal documents for the project are anticipated this December. She said there is a representative available for a presentation. Rae Ann Palmer said it would be helpful to have a report on the environmental impact of the Herring River Restoration Project on Truro.

Robert Weinstein, liaison to the SMART Committee, said David Quinn, the Municipal Assistance Coordinator of the Mass DEP had attended their last meeting. They discussed Transfer Station fees and projected increased costs of tipping fees and a Pay-As-You-Throw system. Patty Daly of Cape Cod Commission is scheduled for an October 27 presentation on revenue for the Town which ties in with Herring River Restoration, he said. Mr. Weinstein had attended the last meeting of the Housing Authority and commented favorably on the needs study for Affordable Housing. He and Maureen Burgess had met with Planning Board for a discussion on building in the Seashore, still an issue with Planning Board, he said.

Although Jay Coburn had no report, he read into record a summary of an email statement sent to him by Attorney Brian O'Reilly from Town Counsel, Kopelman & Paige, regarding his full time employment by Community Development Partnership and serving as a Selectman:

I have reviewed the documents provided by Selectmen Jay Coburn regarding his involvement with the Community Development Partnership and the various disclosures and approvals he has prepared to avoid any violations of Massachusetts General Law A-26A, the Conflict of Interest Law. I have also reviewed the January 4, 2013 Opinion Mr. Coburn received from the Ethics Commission. In my opinion, Mr. Coburn has taken all appropriate steps to continue to avoid any Chapter 268A issues. As noted in the Commission's opinion Mr. Coburn should file a Section 20D disclosure form when the CDP requires a new contract with the Town, and he has done so with the other selectmen's approval each time since 2013. Assuming that Mr. Coburn is a salaried employee [which he is], in my opinion, he does not have a direct financial interest in these contracts; i.e., his compensation is not connected to whether CDP obtains the contracts or not; but Section 20-D also applies to indirect compensation as well, so it would be advisable to continue to use the 20-D exemption forms as Mr. Coburn has been doing. It is my opinion that Mr. Coburn has acted correctly and avoided any violations of Chapter 26-A, and as long as he continues to comply with the Commissions 2013 advice, he will avoid violations with regards to his position with the CDP.

Mr. Coburn requested that the entire message be included in the minutes of the meeting.

TOWN ADMINISTRATOR'S REPORT

Rae Ann Palmer reported on Financials including the tax rate. She noted: tax bills being mailed out; the Consulting Planner covering Planning Board meetings; an Army Corps of Engineers' analysis for Ballston Beach restoration; environmental concerns; and the snow plowing report that is being completed.

AGENDA FOR NEXT MEETING

Town Administrator Rae Ann Palmer reviewed agenda items for the next meeting to be held on Tuesday, October 13, 2015. It will mainly focus on Special Town Meeting, but other items include: film locations for a movie being shot in Truro, deficit spending for ice and snow, the Food Pantry, and the Truro Non-Resident Tax Payers Association. There will be a need for an executive session before the regular meeting.

WORK SESSIONS AND JOINT MEETINGS

A work session for discussion of roles of the officers and restructuring will be scheduled after the October 13th meeting. Jay Coburn suggested scheduling work sessions on a quarterly basis. Tuesday, October 20, 2015 at 5 p.m. is a possible date for the work session. Planning Board and School Committee joint meetings also need to be scheduled in the next two months.

ADJOURNMENT

Jay Coburn moved to adjourn. Robert Weinstein seconded, and the motion carried 5-0. The meeting was adjourned at 6:48 p.m.

Respectfully submitted,

Mary Rogers
Recording Secretary

Paul Wisotzky, Chair

Maureen Burgess, Clerk

Jay Coburn

Janet Worthington, Vice-chair

Robert Weinstein

Public Records Material of 9/29/15

- 1.) Application of Bob Higgins-Steele for the Energy Committee
- 2.) Opening Warrant for Special Town Meeting
- 3.) Weston & Sampson materials on Wastewater Studies
- 4.) Town Administrator's proposed Functional Structuring chart
- 5.) Contract for new Fire Chief
- 6.) Agreement for GPS flyover mapping

- 7.) Application for One Day Entertainment License and Use of Town Property at Head of the Meadow Beach Parking Lot for Pete Fasano on behalf of Vinegrass for a fundraiser on October 4, 2015
- 8.) Minutes of September 8, 2015 and September 15, 2015
- 9.) E-mail opinion from Brian O'Reilly of Kopelman & Paige regarding Jay Coburn's position as Selectman and employee of Community Development Partnership