



## **Truro Board of Selectmen Meeting Agenda**

**Tuesday, October 27, 2015**

**Regular Board of Selectmen Meeting - 5:00pm**

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

### **1. JOINT DISCUSSION AND MEETING WITH THE PLANNING BOARD**

- A. Interview and Consideration of Candidate for Planning Board Vacancy-Peter Herridge
- B. Discussion of Affordable Housing
- C. Discussion of Shared Objectives and Interests
- D. Discussion of Seashore Bylaw

### **2. PUBLIC COMMENT**

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

### **3. PUBLIC HEARINGS NONE**

### **4. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE**

### **5. TABLED ITEMS NONE**

### **6. BOARD OF SELECTMEN ACTION**

- A. Update on Cape Light Compact  
Presenter: Maggie Downey, Cape Light Compact Administrator
- B. Presentation on the Cape Cod Metropolitan Planning Organization  
Presenter: Robert Weinstein

### **7. CONSENT AGENDA**

- A. Review/Approve and Authorize the Chair to sign:
  1. Truro Videographer Contract with Eliza Harned
  2. Contract from ESCCI for transportation services
  3. Applications for Staging Permit for Use of Town Owned Property and or Beach Access: Fisher, Corn Hill and Cold Storage Beaches-Safe Harbor (Gordon Peabody) November 15-December 15, 2015
  4. Authorizing Chair as Environmental Certifying Officer on behalf of the Board of Selectmen for the Environmental Review FY15 CDBG grant and the FY15 Special Conditions Letter
  5. Emergency Medical Director of Emergency Medical Dispatch Services Agreement
  6. Approval of Consent Letters for Modification of Cell Tower and Fiber at Public Safety Facility
  7. State of Massachusetts 911 Grant Applications
- B. Review and Approve the BAN Renewals for Pamet Harbor South Jetty and Urban Fire Engine
- C. Review and Approve Determination from Kopelman and Paige, P.C. for Representation of the Towns of Truro and Wellfleet in Connection with Intermunicipal Agreement Regarding the Herring River Restoration
- D. Review and Approve Minutes October 13th, 2015

### **8. SELECTMEN AND LIAISON AND TOWN ADMINISTRATOR REPORTS**

### **9. NEXT MEETING AGENDA: TUESDAY, November 10, 2015**



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administrative Office

**REQUESTOR:** Nicole Tudor, Executive Assistant, on behalf of Lisa Maria Tobia, Chair of the Planning Board

**REQUESTED MEETING DATE:** October 27th, 2015

**ITEM:** Interview and consider candidate for a Planning Board vacancy.

**EXPLANATION:** Peter Herridge has applied to fill an unexpired term on the Planning Board which is vacant from a member resignation.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

1. Application to Serve-Peter Herridge



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Peter Herridge HOME TELEPHONE: [REDACTED]

ADDRESS: 15 overlook Dr Truro WORK PHONE:                     

MAILING ADDRESS: P.O. Box 1047 E-MAIL: [REDACTED]  
Truro MA 02666

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

1) Planning Board, 2) open space committee 3) Board of Health

SPECIAL QUALIFICATIONS OR INTEREST:                     

I have both an MD and a law degree. Since 1998  
I have worked as a pharmaceutical Patent Attorney  
at most recently at Johnson & Johnson in NJ

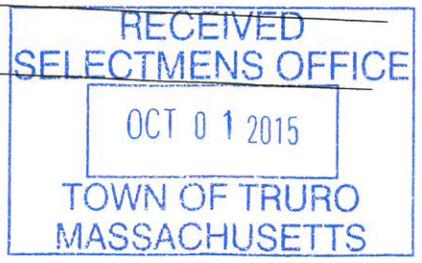
COMMENTS: I have been coming to Truro all my life  
(64 years) and I can well remember what Truro was  
like in the late 1950's and 60's. I am very interested  
in preserving the unique landscape and rural  
character of this beautiful town that is now my permanent home.

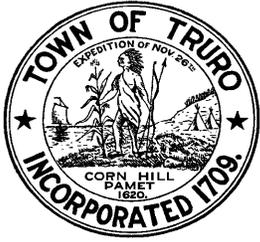
SIGNATURE: Peter Herridge DATE: Sept 29, 2015

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

SIGNATURE:                      DATE:                     

INTERVIEW DATE:                      APPOINTMENT DATE (IF APPLICABLE):                     





# TOWN OF TRURO

## Board of Selectmen Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Planning Board

**REQUESTOR:** Rae Ann Palmer, Town Administrator on behalf of Lisa Maria Tobia, Planning Board Chair

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** Discussion on Affordable Housing

**EXPLANATION:** The Planning Board requested that this item be placed on the Joint Meeting Agenda.

**SUGGESTED ACTION:** None Required, for Discussion.

**ATTACHMENTS:** None



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Board of Selectmen

**REQUESTOR:** Nicole Tudor, Executive Assistant, on behalf of Board of Selectmen

**REQUESTED MEETING DATE:** October 27th, 2015

**ITEM:** The second Joint meeting discussion on Shared Objectives and Interests with the Planning Board Members and the Board of Selectmen.

**EXPLANATION:** The Planning Board met with the Board of Selectmen on June 6<sup>th</sup> to begin discussions on areas of similar interest. The topics discussed in June included sustainability, economic development, revisions to the Condominium Bylaw, Senior Housing, Accessory Apartments and data collecting and analysis for year round housing needs. This second meeting is to continue this conversation for related goals between both Boards or any other topics of interest.

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

**IMPACT IF NOT APPROVED:** N/A

**SUGGESTED ACTION:** None required, discussion only.

**ATTACHMENTS:**

1. June 6, 2015 Joint Meeting Minutes

**Truro Board of Selectmen**  
Truro Planning Board  
Truro Zoning Board of Appeals  
Joint Meeting  
June 16, 2015 5:00PM  
Truro Public Library

Present Board of Selectmen: Paul Wisotzky-Chair, Jan Worthington-Vice Chair, Maureen Burgess-Clerk, Jay Coburn and Robert Weinstein

Planning Board: Steve Sollog, Lisa Tobia, Mike Roderick, Jack Reimer, Bill Worthington and Bruce Boleyn

Zoning Board of Appeals: Buddy Perkel

Questions put forth by the Board of Selectmen Chair:

*What do you see as the key issues and challenges facing Truro?*

*Overall? As related to the work/mission/charge of your Board?*

*What are your Board's priorities for FY16?*

*Where do our priorities and interests overlap?*

*In what ways can we work together to help accomplish shared priorities?*

*What are our next steps to continue the work started today?*

Selectmen Chair Wisotzky started the discussion and explained the reason for the joint meeting. Selectmen Coburn added that the Truro Town Charter calls for the Board of Selectmen to review and have a public hearing annually on their Goals and Objectives. He thought that this meeting would be very helpful to begin a dialogue early in the process of goal setting.

Selectmen Coburn read from his draft list of items for Goals and Objectives:

1. Town Services-Provide efficient and effective municipal services that meet the needs of year round residents, part-time and visitors.
2. Fiscal Management- Develop short term and long term, fiscal policies that minimize annual budget growth and is sustainable.
3. Public Safety-Provide high quality and cost effective police, fire and emergency services to residents and visitors in coordination and collaboration with the neighboring towns.
4. Community Sustainability- Support Policies and Programs that:
  - Foster sustainable and appropriate economic development
  - Create more affordable, year –round places for people to live
  - Protect and restore our fragile environment
5. Community Engagement- Support Policies and Programs that create an open government and engage/involve the Town's residents.

Selectmen Coburn stated that there is a lot to be said about Land Use and Zoning Policies and appropriate sustainable economic development. Selectmen Weinstein added as a former Chairman of ZBA and member of the Planning Board, he noted that both have prescribed duties referencing the Truro Planning Board hand book and what the town can do regarding subdivision and zoning. He spoke to the Zoning Board of Appeals tasks. Selectmen Wisotzky spoke of the changing face of Truro and making it a sustainable community with economic development; in

which one can work here and live here. He added the two Boards can do a lot to assist with the Board of Selectmen goals, an example would be the Condo Bylaw.

Planning Board Chair, Lisa Tobia commented the Planning Board additionally has goals. She stated the definition of street, year round use of condominiums, and improvement of open space development (cluster zoning in the bylaw), growth management bylaw, community vision and infrastructure planning, agricultural issues, expanding boundaries of water resource district, communication and outreach with the public. There was a brief discussion on the boundaries of the Water Resource Protection district.

Planning Board member, Jack Reimer stated that Truro has an opportunity to look at where other towns have already been. He spoke of potential water and sewer issues that need to be addressed and to discover areas best suited for these things. Carol Ridley, of Ridley and Associates Consulting, stated through her conversations with the Town Planner, Truro's Open Space bylaw is not being utilized. She added that there is a new generation of zoning of residential smaller lots that allows for open space as a development alternative.

Selectmen Worthington stated that the Planning Board could also help them look at Senior Housing. Selectmen Weinstein noted Cluster Zoning allows for a number of residential units in a confined space adding that perhaps the Planning Board can provide the protection of developed parcels.

Selectmen Chair Wisotzky noted that the Planning Board and the Board of Selectmen have similar priorities and interests. He added that there are definite issues that need to be addressed while maintaining the Town Charter. A street definition needs to be addressed that looks at best practices and it would be great to have both Committees support it.

Zoning Board of Appeals Chair, Bertram "Buddy" Perkel, stated that the ZBA participation must be limited as they are a quasi-judicial body but can assist in finding issues. He spoke of the issue of apartments above garages that support the needs of extended families in town. He noted that streets are not an issue for the Zoning Board. He commented that before people create an agenda regarding a specific problem perhaps there is no problem at all with that particular issue. He noted that meeting periodically would be useful, however, the ZBA's direct involvement is inappropriate and they need to exercise discretion but can get involved to some extent. Ms. Tobia stated that it would be good to see a list from the Zoning Board of Appeals.

Selectmen Coburn suggested to either Board to look at things that are in front their boards as issues that can be solved. Mr. Perkel spoke of making a commitment to keep families together. Selectmen Coburn suggested changing the definition of affordability. Selectmen Wisotzky stated that this was helpful to the Board of Selectmen, as they can make policy adding that there are mechanisms that the Board of Selectmen have available to them that can help with these issues. He further commented that they need to engage citizenry better.

Selectmen Worthington commented that she agreed with Mr. Perkel about street definition stating that no one complained about the street definition during any office hours. She stated that she didn't feel that they have communicated effectively as leaders. Ms. Tobia stated that hearing

Buddy Perkel has been helpful as she has been hearing about issues related to the street definition since her first night on the Planning Board.

Selectmen Weinstein commented that it can be difficult when people get involved in these issues at the last minute. He spoke again of the Planning Board handbook as guidance to assisting with making future zoning plans. There was a brief discussion again regarding what Zoning Board of Appeals can do to assist with Selectmen Goals.

Selectmen Weinstein agreed that they could learn from other communities and see what citizens think the community should look like. Mike Roderick, Planning Board member stated that year round condominium use is an uphill battle considering how it has gone for Provincetown. He also noted that this would mean year round use for Motel rooms. Selectmen Burgess agreed that they need to do this carefully with a lot of research that would enable them to avoid mistakes.

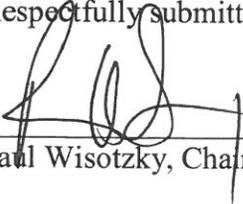
Selectmen Coburn agreed that they need more data and it would be useful to have a commitment from both Boards and staff resources to do the data collecting and analysis, which in turn makes a discussion on the data not on a solution to affordable housing. It was agreed from statements made at Town Meeting that there was a need for year round housing.

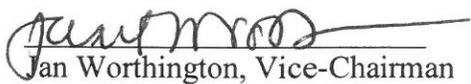
Selectmen Worthington asked that the Accessory Use Bylaw be examined and find out why it is not working. She added that perhaps through this bylaw they can make it easier for people to live in Truro year round. Buddy Perkel instructed the Board of Selectmen to identify issues and the Zoning Board of Appeals will work with them.

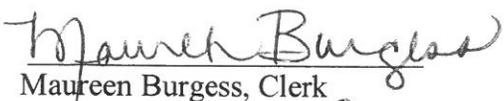
Selectmen Chair Wisotzky asked for another joint meeting to be held quarterly. He spoke of the Public Hearing on June 30<sup>th</sup> that both Boards members were welcome to attend.

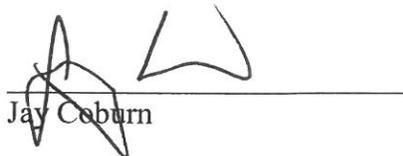
**At 6:01pm Selectmen Coburn moved to adjourn. Selectmen Weinstein seconded the motion. So voted unanimously 5-0.**

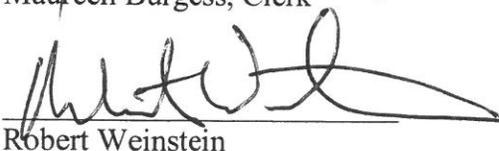
Respectfully submitted, Nicole Tudor, Board of Selectmen Secretary

  
Paul Wisotzky, Chairman

  
Jan Worthington, Vice-Chairman

  
Maureen Burgess, Clerk

  
Jay Coburn

  
Robert Weinstein



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Planning Board

**REQUESTOR:** Noelle Scoullar, on behalf of the Planning Board

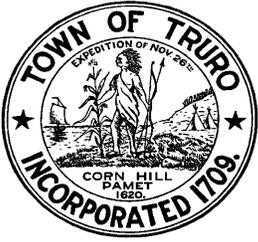
**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** Discussion of a Seashore District Bylaw

**EXPLANATION:** The Planning Board is preparing a bylaw for the Seashore District which is currently being reviewed by Town Counsel. This will be a general discussion.

**SUGGESTED ACTION:** None required, discussion

**ATTACHMENTS:** None



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administrative Office

**REQUESTOR:** Noelle Scoullar, on Behalf of Maggie Downey, Cape Light Compact Administrator

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** Update on Cape Light Compact

**EXPLANATION:** Maggie Downey will be updating the Board of Selectmen on the Cape Light Compact's 2016-2018 Energy Efficiency Plan and Grid Modernization.

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

**IMPACT IF NOT APPROVED:** N/A

**SUGGESTED ACTION:** Discussion Only

**ATTACHMENTS:**

1. Cape Light Compact Update

# Cape Light Compact Update:

## *The Next Energy Efficiency Plan and Smart Grid*



# Cape Light Compact



- 21 towns and 2 counties on Cape Cod and Martha's Vineyard working together to serve customers through delivery of:
  - proven energy efficiency programs
  - effective consumer advocacy
  - competitive electricity supply and green power options
- Model for other community choice aggregation programs in MA and nationally
- DPU approved the updated Aggregation Plan in May 2015



# Background on 3-Year Energy Efficiency Plan



- 2008 Massachusetts Green Communities Act (GCA) mandates *“electric and natural resource needs shall first be met through all available energy efficiency and demand reduction resources that are cost effective or less expensive than supply.”*
- The Compact works collaboratively with seven other statewide Program Administrators (PAs) to provide cost-effective energy efficiency programs. These programs are most commonly known as Mass Save®.
- As a result of the GCA, the seven statewide PAs have very aggressive savings goals that need to be met.
- 2016-2018 is the third 3-year Energy Efficiency Plan filed by the Compact.
- The Compact has held several Community Outreach Forums since May to seek customer input

# Current Compact Residential Programs



## 1. Chimney Balloon

**\$35 rebate** A removable, reusable, and durable device that helps to stop airflow, odor, and debris from flowing through your chimney.

## Cape Light Compact's Home Energy Assessment

Includes **Free** energy efficient light bulbs, **Free** air sealing, and will cover 75% of the cost up to \$4,000 to install recommended insulation for eligible homes. Please call **(800) 797-6699** to schedule your free home energy assessment today!  
Additional benefits for income qualified customers.

## 6. Solar Domestic Hot Water

**\$500-1500 rebate** for solar domestic hot water heating systems. Rebate amount depends on number of household members. Pre-approval required and must replace electric hot water heater.

## 2. Heating Systems, Controls, & Water Heaters

**\$100-1200 rebate\*** for oil & propane heating systems.

## Mass Save® HEAT Loan Program

The HEAT Loan Program provides loans up to \$25,000 with 0% interest and terms up to 7 years for approved measures.\*\* To apply for the loan you must own a one to four-family home and have a home energy assessment. To view eligibility requirements, please visit [www.capelightcompact.org/heat](http://www.capelightcompact.org/heat).

## 7. Appliances

**\$50 rebate** for recycling your second refrigerator or freezer.

**\$50 rebate** for a new ENERGY STAR® Most Efficient qualified refrigerator.

**\$20 rebate** for a new ENERGY STAR® qualified freezer.

**\$40 rebate** for an ENERGY STAR® Room Air Cleaner.

## 3. Central Air Conditioning

**\$250-500 rebate** for central cooling and minisplit heat pump systems.

## 4. Efficient Thermostats\*

limit 2 per customer (oil & propane)

**\$25 rebate** for 7-day programmable thermostat.

**Up to \$100 rebate** for Wi-Fi thermostat with Wi-Fi Connection enabled.

## 5. Heat Pump Water Heaters

**\$750 rebate** for qualified electric hot water replacements.

## 8. Dehumidifier

**\$30 rebate** on ENERGY STAR® certified dehumidifiers.

## 9. Clothes Dryer

**\$50 rebate** for ENERGY STAR® certified electric clothes dryers.



\*Natural gas equipment related rebates are available through GasNetworks at [www.gasnetworks.com](http://www.gasnetworks.com).

\*\*Subject to lender approval.



[www.capelightcompact.org/ResRebates](http://www.capelightcompact.org/ResRebates)

## Additional Programs:

- New Construction
- Multi-Family
- Lighting & Products

CONTACT US AT 800-797-6699 OR  
[WWW.CAPELIGHTCOMPACT.ORG](http://WWW.CAPELIGHTCOMPACT.ORG)

# Enhanced Residential Multi-Family (5+ units on a property) Offerings



- Currently the Compact weatherizes:

Condo/apartments		<u>Heating Fuel Type</u>	
			Electric (Gas through NGRID)
			Oil/Propane

- Propose to weatherize oil/propane heated facilities
- Enhanced benefits for increased participation at multi-family sites

# Commercial & Industrial Programs



	Small (<100,000 kWh)	Medium (100,000 – 1M kWh)	Large (>1M kWh)
# of Customers	>17,000	>1,100	<90
% of Customers	~94%	~5%	<1%
% of C&I Load	~32%	~38%	~30%



CONTACT US AT 800-797-6699 OR  
WWW.CAPELIGHTCOMPACT.ORG

# Small Business Programs



Using Compact Installer	Current Small Commercial Program	Proposed Small Business Program
<b>Eligible Customers</b>	<300 kW per year	<100,000 kWh per year
<b>Incentive*</b>	Up to 80%	Up to 80%-90%
<b>Assessment</b>	<ul style="list-style-type: none"> <li>• Site specific screening</li> <li>• No instant savings measures</li> <li>• Proposal sent to customer 1-2 weeks following assessment</li> <li>• Installations completed</li> </ul>	<ul style="list-style-type: none"> <li>• Instant savings measures available at time of assessment (i.e. lighting &amp; smart strips)</li> <li>• Proposal given at time of assessment</li> <li>• Installations completed</li> </ul>

*\*Custom & prescriptive incentives available for using your own installer*

# Medium Business Programs



Current Medium Commercial Program	Proposed Medium Business Program
> 300 kW annual demand	100,000 kWh – 1 million kWh annually
Use your own installer	Use Compact installer? Own installer?
Custom applications – up to 50% incentive	Incentive?
Prescriptive applications – 70% average incentive	Roll-out phasing of programs designed for specific industries (lodging, grocery, healthcare, etc.)
	Access to industry experts for segment specific measures



CONTACT US AT 800-797-6699 OR  
WWW.CAPELIGHTCOMPACT.ORG

# Large Business Programs



- New and Enhanced Benefits:
  - Dedicated Compact staff liaison
  - Site-specific energy needs better served
  - Develop short/long term efficiency plans
  - Minimum 50% incentive for eligible measures



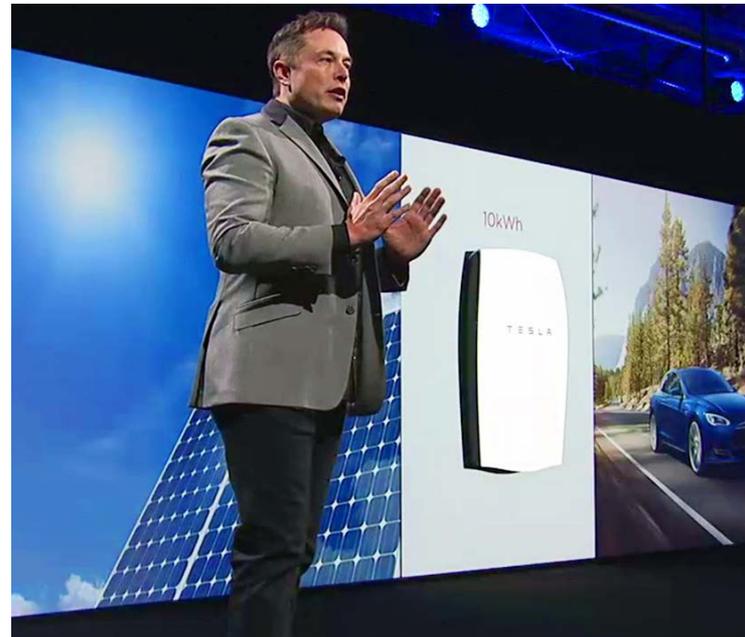
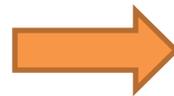
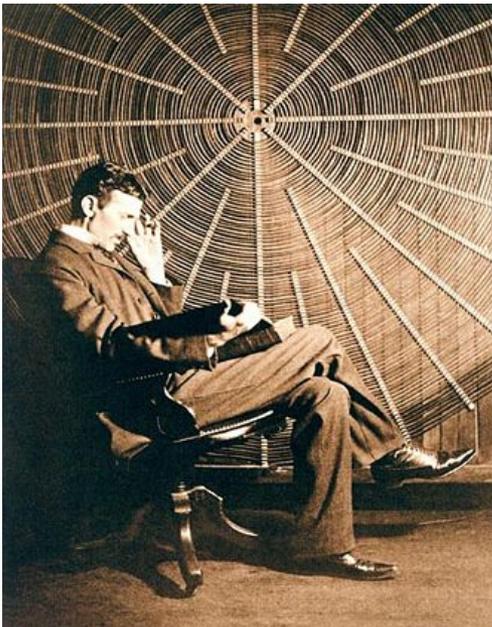
CONTACT US AT 800-797-6699 OR  
[WWW.CAPELIGHTCOMPACT.ORG](http://WWW.CAPELIGHTCOMPACT.ORG)

# Grid Modernization



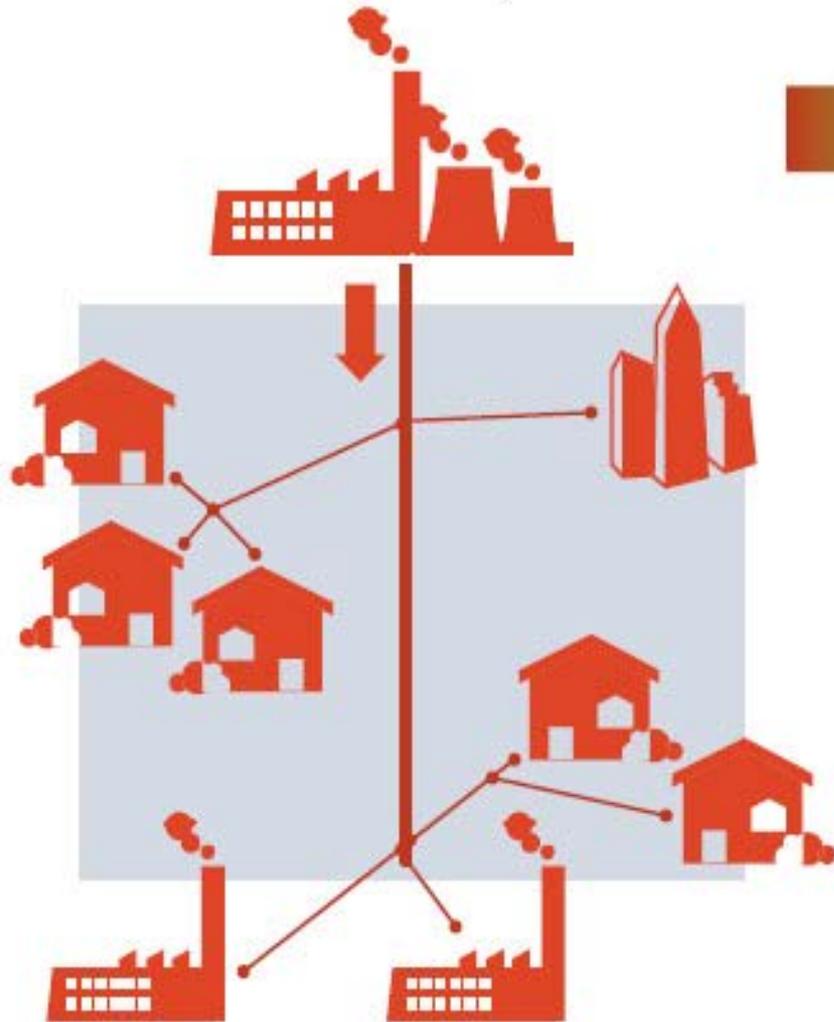
What are we talking about?

- The “smart grid” or grid modernization = use of increased remote data collection and automation to increase efficiency of grid, allow for two-way power flows (not just generator-> user), and increase reliability



# Grid Modernization

Today's Electricity



Tomorrow's Choices

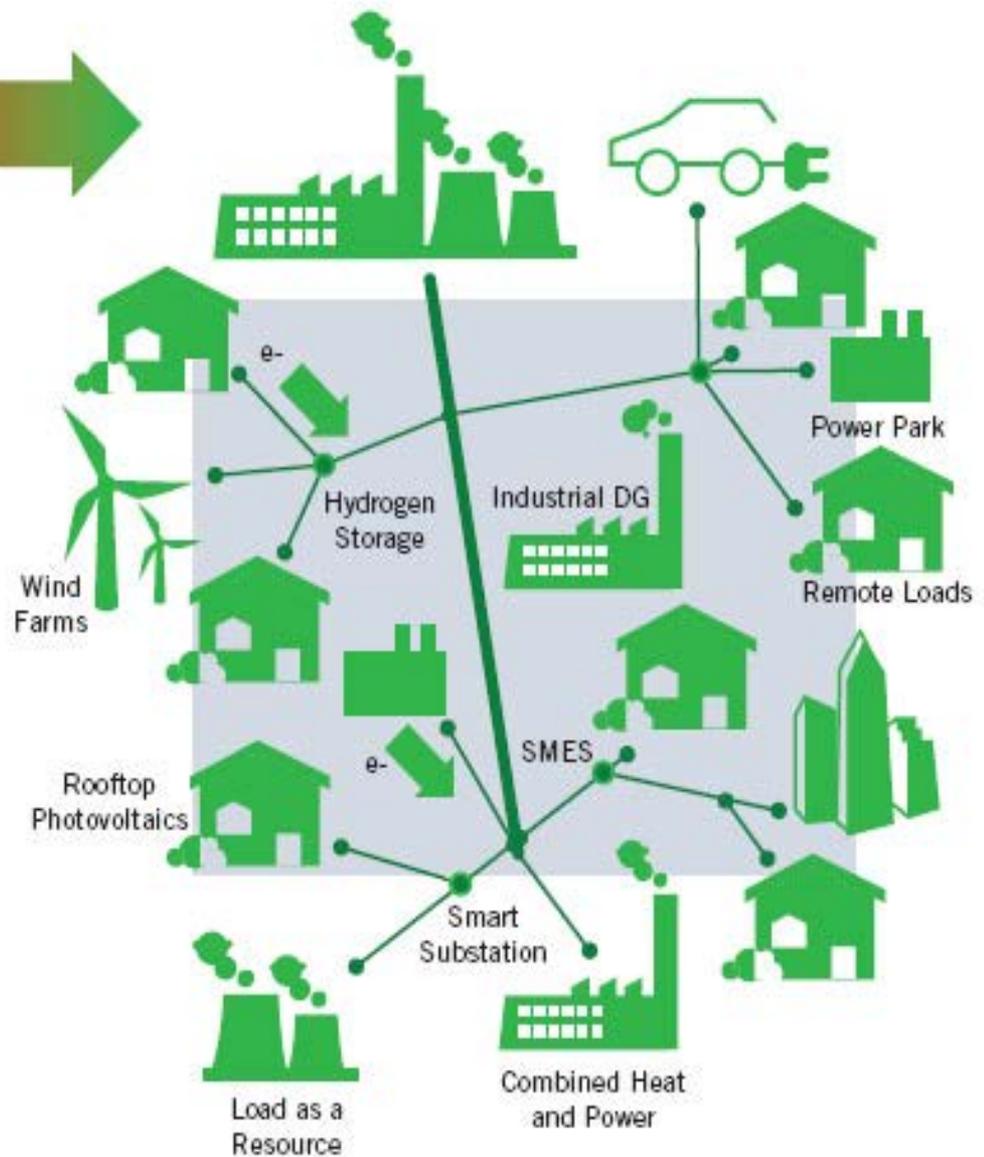


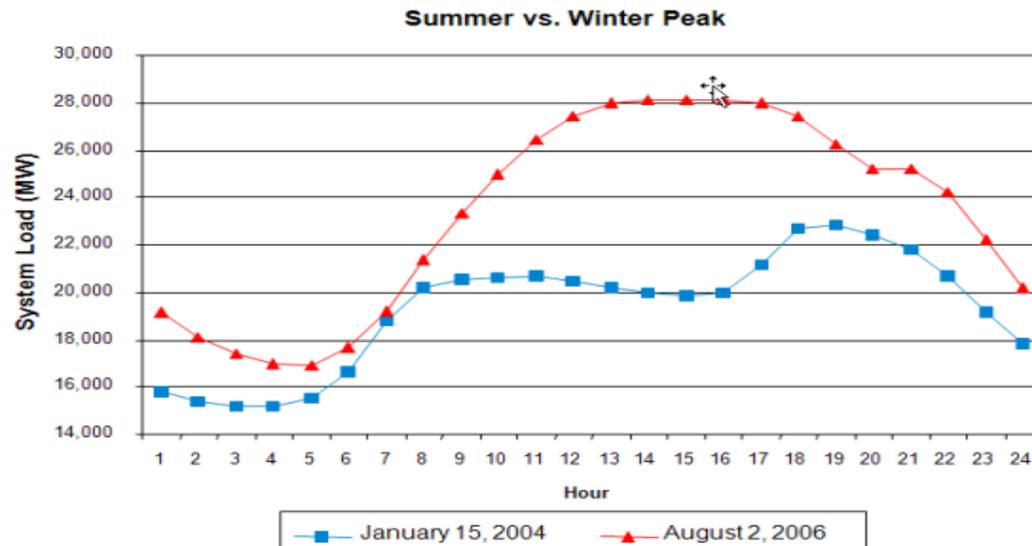
Fig. 1. The IEEE's version of the Smart Grid involves distributed generation, information networks, and system coordination, a drastic change from the existing utility configurations.

# DPU – Grid Mod Objectives



1. Reduce the effect of outages
2. Optimize demand, which includes reducing system and customer costs
3. Integrate distributed energy resources
4. Improve mobile workforce and asset management

New England  
all-time peak  
demands –  
average 2014  
load ~ 14,500  
MW



# Utility Approaches



- Eversource
  - Focus on grid-facing technologies
  - Strong emphasis on reliability
  - Not convinced residential/small business customers will benefit from TOU/advanced metering
  - Point out that – 2% of their customers = 80% of C&I usage, and 80% of their customers = 6% of C&I usage
- National Grid
  - Calls their plan “utility of the future”
  - Want to be “platform provider” – like iPhone analogy
  - More of an all of the above approach
  - AMI for ~ 15,000 in Worcester
  - Exploring batteries as well



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administrative Office

**REQUESTOR:** Nicole Tudor, on behalf Glenn Cannon, P.P., Cape Cod Commission Director of Technical Services of the Cape Cod Metropolitan Planning Organization (MPO).

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** Presentation on the Cape Cod Metropolitan Planning Organization

**EXPLANATION:**

Definition:

The Cape Cod Metropolitan Planning Organization is a partnership between government officials, transportation providers and the public collaborating on transportation planning for Barnstable County.

Purpose:

The Cape Cod Metropolitan Planning Organization was created in order to ensure that federal funding for transportation projects and programs were based on a planning process that is open and transparent to everyone.

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

**IMPACT IF NOT APPROVED:** N/A

**SUGGESTED ACTION:** None required, for discussion.

**ATTACHMENTS:**

1. Cape Cod Metropolitan Planning Organization

# The Cape Cod Metropolitan Planning Organization (MPO)

OCTOBER 27, 2015

CAPE COD METROPOLITAN  
PLANNING ORGANIZATION



CAPE COD  
COMMISSION



# DEFINITION

The Cape Cod Metropolitan Planning Organization is a partnership between government officials, transportation providers, and the public collaborating on transportation planning for Barnstable County.

The Cape Cod Metropolitan Planning Organization operates under federal law to vote on documents required under federal legislation, in order to allow federal and state funds to be spent for planning and projects in the region.

# PURPOSE

The Cape Cod Metropolitan Planning Organization was created in order to ensure that federal funding for transportation projects and programs were based on a planning process that is open and transparent to everyone.

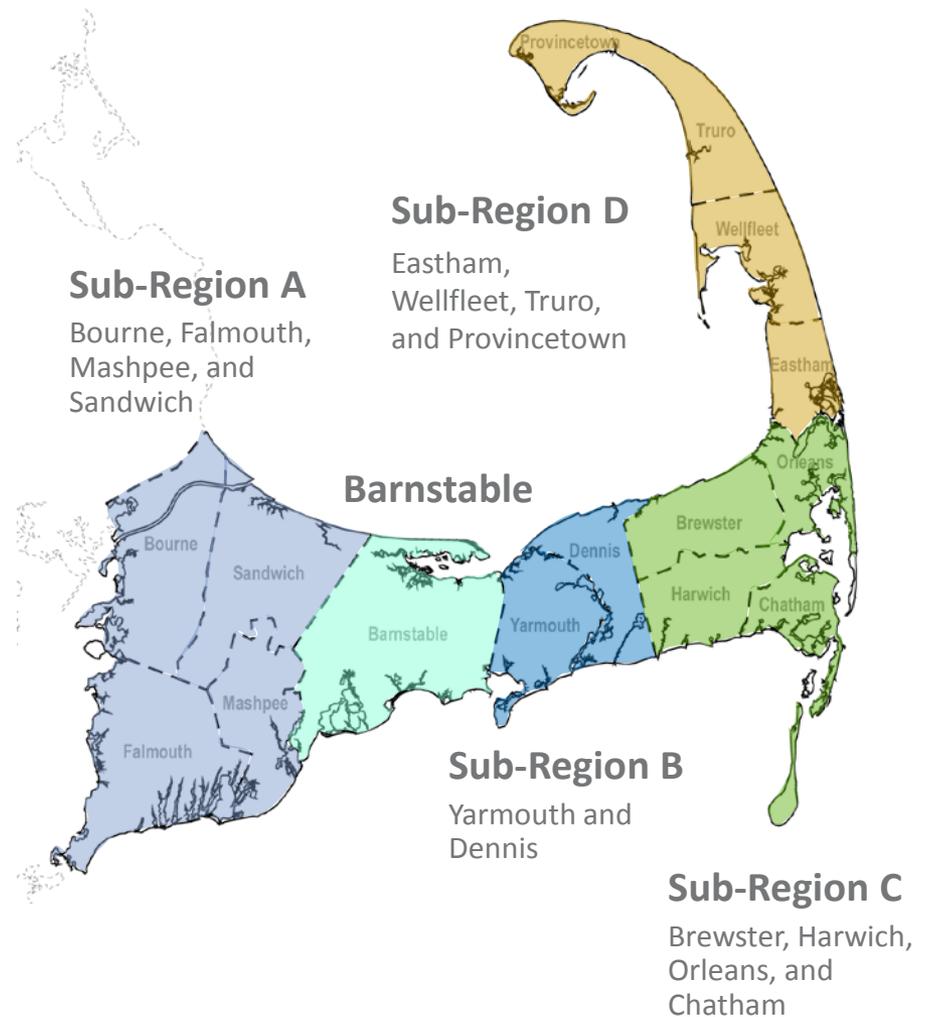
# Cape Cod MPO Members

## Voting Members:

- Massachusetts Dept. of Transportation (MassDOT)
- Barnstable County Commissioner
- Cape Cod Commission
- Cape Cod Regional Transit Authority (CCRTA)
- Mashpee Wampanoag Tribe
- Community Representative (shown on map)

## Non-Voting Members

- Federal Highway Administration (FHWA)
- Federal Transit Administration (FTA)
- Woods Hole, Martha's Vineyard, and Nantucket Steamship Authority (SSA)
- Army Corps of Engineers (ACOE)
- Cape Cod National Seashore / National Park Service (CCNS / NPS)
- Cape Cod Joint Transportation Committee (CCJTC)





# Cape Cod Joint Transportation Committee (CCJTC)

## Advisory body to the MPO

+ Voting members:

- Representatives from each of the 15 towns
- Bicycle representative

+ Members generally serve in technical capacities with their towns (i.e. DPW director, town engineer)

+ Non-Voting Members include representatives of the:

- Cape Cod Commission
- Cape Cod Regional Transit Authority
- Federal Highway Administration
- Federal Transit Administration
- MassDOT Office of Transportation Planning
- MassDOT Highway Division, District 5
- Association to Preserve Cape Cod

# DOCUMENTS



## **Regional Transportation Plan (RTP)**

Long-range (20<sup>+</sup> year) transportation vision for the region



## **Unified Planning Work Program (UPWP)**

Annual program of planning activities



## **Transportation Improvement Program (TIP)**

Short range (4 year) program of projects



## **Public Participation Plan (PPP)**

Public involvement and cooperative decision-making approach



## **MPO Memorandum of Understanding (MOU)**

Defines transportation planning responsibilities for the region

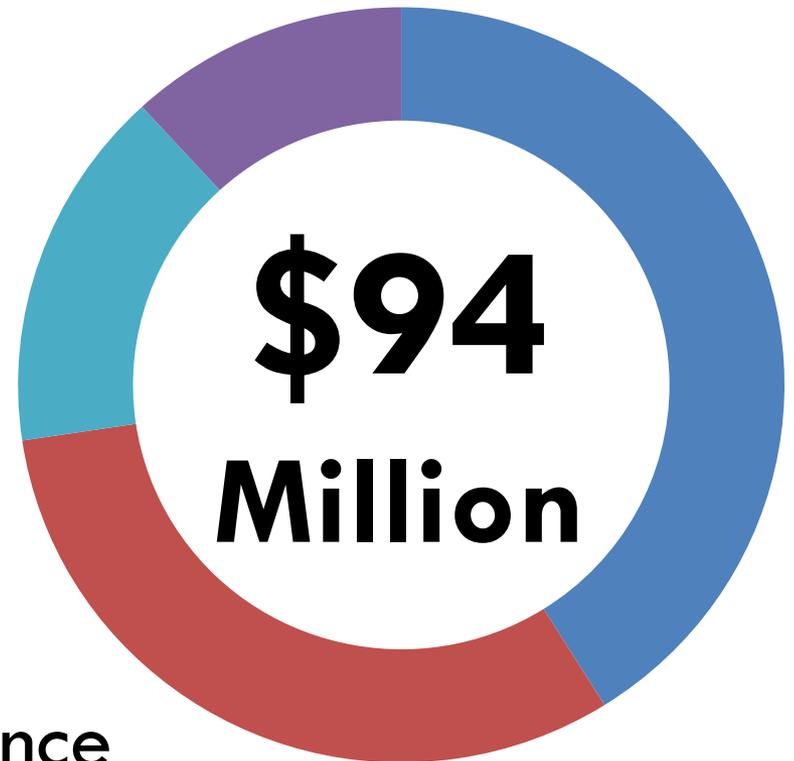
# REGIONAL CAPITAL PLANNING



# Transportation Improvement Project (TIP)

## FUNDING BREAKDOWN 2016-2019

- **41%** Transit
- **32%** Intersections/roadways
- **16%** Multi-use paths and sidewalks
- **12%** Highway maintenance



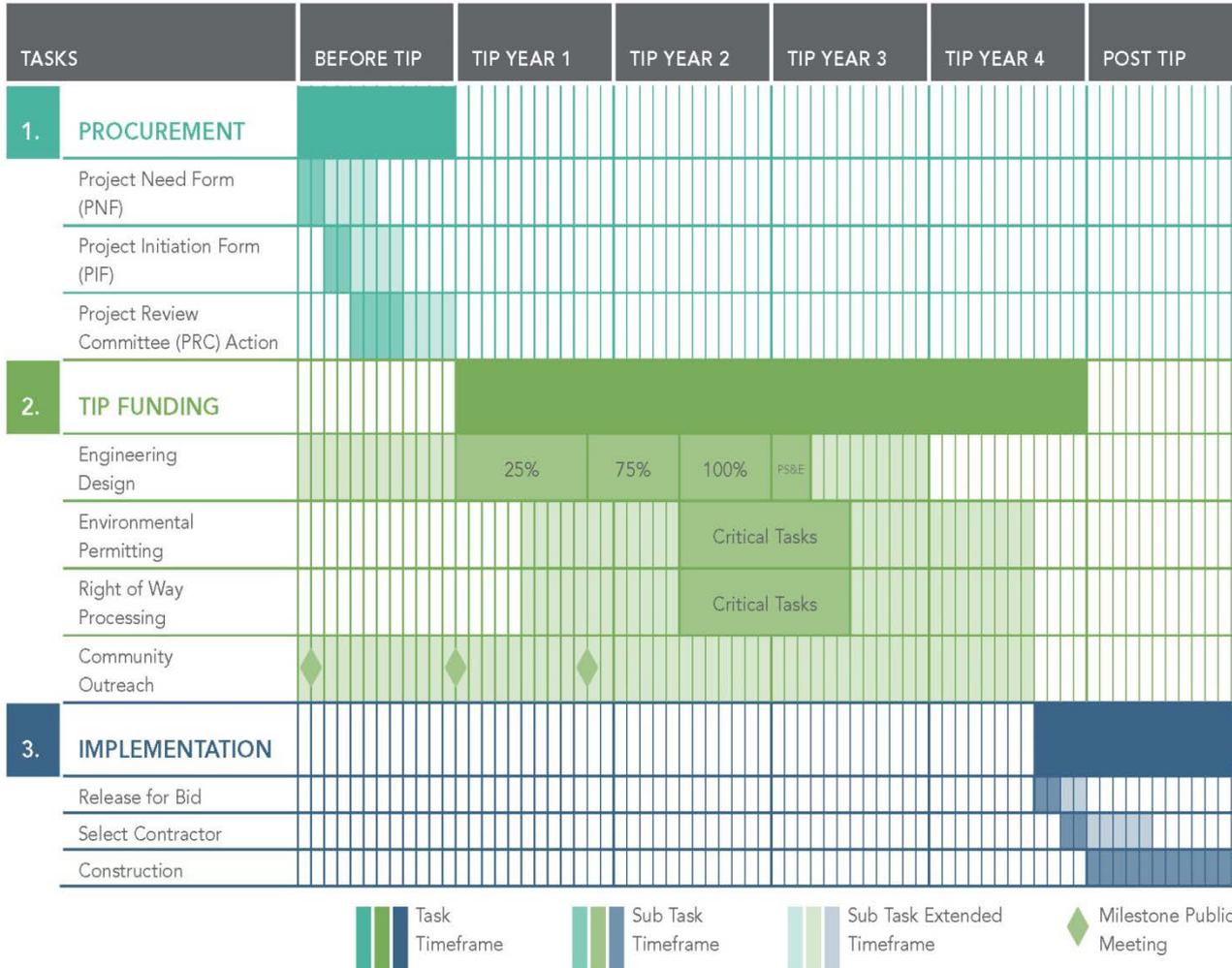
# Transportation Improvement Project (TIP)

## EXAMPLE PROJECTS

- **\$2.1M:** BARNSTABLE, Hyannis Village Transit Route Pilot Project
- **\$3.5M:** ORLEANS, Main St at Rte 28 and Main St at Rte 6A
- **\$2.2M:** WELLFLEET, Rte 6 at Main St
- **\$50k:** CAPE COD, Bicycle Rack Program
- **\$8.1M:** YARMOUTH-BARNSTABLE, Cape Cod Rail Trail Extension
- **\$4.1M:** DENNIS, Rte 28 Corridor & Streetscape Improvements
- **\$7.0M:** HARWICH-BREWSTER-ORLEANS, Rte 6 Resurfacing

# Transportation Improvement Project (TIP)

## PROJECT DEVELOPMENT TIMELINE



# REGIONAL PLANNING



# Canal Area Transportation Study

- Identify existing and future multimodal transportation deficiencies and needs
- Development and analysis of a full range of transportation alternatives
  - Highway
  - Interchange
  - Non-highway improvements
- Evaluation of potential alignments for an additional or replacement canal crossing



# Climate Adaption & Resiliency



# Climate Adaption & Resiliency

## CULVERTS ON THE PAMET RIVER



# Outer Cape Bicycle & Pedestrian Master Plan

## CCNS, WELLFLEET, TRURO, PROVINCETOWN



**Legend**

- Town Line
- Cape Cod National Seashore
- Multi-Use Path
- Bus Stop



THANK YOU

OCTOBER 27, 2015

GLENN CANNON, P.E.

508-362-3828

[GCANNON@CAPECODCOMMISSION.ORG](mailto:GCANNON@CAPECODCOMMISSION.ORG)



CAPE COD  
COMMISSION



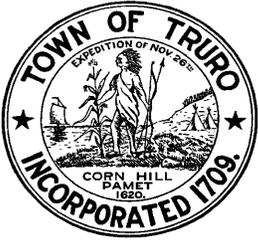
# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## CONSENT AGENDA FOR OCTOBER 27, 2015

- A. Review/Approve and Authorize the Chair to sign:
  - 1. Truro Videographer Contract with Eliza Harned
  - 2. Contract from ESCCI for transportation services
  - 3. Applications for Staging Permit for Use of Town Owned Property and or Beach Access: Fisher, Corn Hill and Cold Storage Beaches-Safe Harbor (Gordon Peabody) November 15-December 15, 2015
  - 4. Authorizing Chair as Environmental Certifying Officer on behalf of the Board of Selectmen for the Environmental Review FY15 CDBG grant and the FY15 Special Conditions Letter
  - 5. Emergency Medical Director of Emergency Medical Dispatch Services Agreement
  - 6. Approval of Consent Letters for Modification of Cell Tower and Fiber at Public Safety Facility
  - 7. State of Massachusetts 911 Grant Applications
- B. Review and Approve the BAN Renewals for Pamet Harbor South Jetty and Urban Fire Engine
- C. Review and Approve Determination from Kopelman and Paige, P.C. for Representation of the Towns of Truro and Wellfleet in Connection with Intermunicipal Agreement Regarding the Herring River Restoration
- D. Review and Approve Minutes October 13th, 2015



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Nicole Tudor, Executive Assistant, on behalf of the Board of Selectmen

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** Renewal of Truro Videographer contract (11/01/2015 – 11/01/2016)

**EXPLANATION:** This is a one year renewal of the contract for videographer services to record meetings. The videographer will record approximately 120 meetings annually that will air on TruroTV and be available for website Video on Demand. The contract includes assistance to Boards and Committees for website support on an as needed basis.

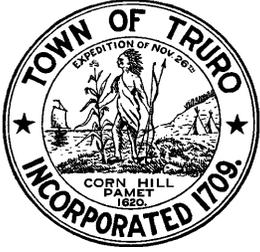
**FINANCIAL SOURCE (IF APPLICABLE):** Cable TV and Internet Advisory Committee department budget.

**IMPACT IF NOT APPROVED:** Recording of Town Boards, Committees and Commission meetings will be impacted as well as postings and updates to Town website.

**SUGGESTED ACTION:** *Motion to approve the renewal of the Truro Videographer contract for one year (effective 11/01/2015-11/01/2016) and to authorize the Chair to sign.*

**ATTACHMENTS:**

1. Truro Videographer Contract



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## TOWN OF TRURO STANDARD CONTRACT FOR THE TOWN OF TRURO

THE TOWN OF TRURO, a municipal corporation in the Commonwealth of Massachusetts, acting by its **Town Administrator**, (The Awarding Authority) through its **Board of Selectmen** (the Town) and Eliza Harned, (the Videographer), with a mailing address at PO Box 921 Truro , MA 02666 agree, in accordance with provisions of the Contract Documents attached hereto and incorporated herein, as follows:

### ARTICLE 1 - DEFINITIONS

- 1.1 The following terms or pronouns used in their stead wherever they appear in these Contract Documents shall be constructed as follows:
  - 1.1.1 "Town" shall mean the Town of Truro.
  - 1.1.2 "Contract" and "Contract Documents" shall include this contract and only this contract.
  - 1.1.3 "Videographer" shall mean the individual, partnership, corporation or other entity to whom this contract is awarded.
  - 1.1.4 "Official" shall mean the officer acting in behalf of the Town in the execution of the contract.
- 1.2 For the terms of this contract the Videographer shall be considered a sole proprietor, and is being contracted within conformance of MGL Chapter 30B, Section 4C of the Procurement Laws.

### ARTICLE 2 – TERM

- 2.1 This contract shall be for the period commencing on November 1, 2015 and shall be in effect until November 1, 2016.
- 2.2 The Board of Selectmen may extend this contract for a period of two (2) years, upon written agreement of the parties, subject to an appropriation being available therefore.

### ARTICLE 3 - DESCRIPTION OF SERVICES

- 3.1 The Videographer shall perform the video taping of Truro Board of Selectmen's meetings, located at 24 Town Hall Road, Truro, MA 02666 in conformance with the specifications below:
  - a. The Videographer shall attend all regular meetings of Truro Board of Selectmen's Meetings and other meetings as requested by the Town. Regular meetings are those that are held usually on Tuesday, at the posted time.
  - b. The Videographer may be asked to attend Special Meetings called by the Truro Board of Selectmen.

Special meetings can take place at any time or location. The videographer will make every attempt to be available to record special meetings.

- c. The Videographer shall operate the video equipment provided by the Town to the best of their ability and training.
- d. The Videographer shall use any and all of the features provided by the Town of Truro's equipment to the best of their ability and training.
- e. The Videographer shall arrive fifteen (15) minutes prior to each regular or special meeting of the Board of Selectmen and shall perform all necessary set-up tasks, including but not limited to setting up the equipment; arranging microphones for use by Selectmen, replacing batteries in microphones, and properly turning on and off the equipment.
- f. The Videographer shall remain fifteen (15) minutes after the conclusion of each regular or special meeting of the Board of Selectmen, and shall perform all necessary tasks to shut down and properly store the equipment.
- g. The Videographer shall prepare tapes that meet Comcast requirements and include a Title Screen.
- h. The Videographer shall produce a tape of each regular and special meeting of the Board of Selectmen, which shall be delivered to the Town in one (1) day of said meeting. All tapes shall become the property of the Town.
- i. The Videographer may be asked to attend training sessions, no compensation shall be offered for Training.
- j. The Town may employ a substitute video tech when the Videographer is unavailable for taping either a regular or special meeting of the Board of Selectmen. In the event that the Videographer will not be available, he shall give the Town Administrator or Assistant Town Administrator at least twenty-four (24) hours notice of his unavailability.
- k. The videographer shall be responsible for all updates to the town of Truro website. The responsibilities include but are not limited to receiving minutes and meeting notices from departments and committee chairs and placing them on to the website, receiving general updates on operations and posting such material on the website as needed.

#### ARTICLE 4 - COMPENSATION:

- 4.1 The Town shall pay to the Videographer per each three (3) hour meeting. In the event that a meeting extends longer than 3 hours, the additional hourly rate shall apply for the time beyond the initial three hours. For meetings that are less than 3 hours the standard meeting rate shall apply, regardless of the actual time of the meeting.
- 4.2 The Videographer shall be paid **\$100.00 dollars per meeting up to 3 hours**. An additional amount of **\$25.00 shall be paid for each additional meeting hour**.
- 4.3 The Videographer may request reimbursement for expenses incurred with the submission of invoices. The Town shall reimburse for mileage at the approved town reimbursement rate.
- 4.4 The Videographer shall be paid at the agreed hourly rate and agreed additional hours rate for Special Meetings that they are asked to attend and for work on the town website as needed.

4.5 The Videographer shall provide an invoice to the Town Administrator or Assistant Town Administrator. The invoice will be reviewed and submitted for payment through the normal payment process.

4.6 The Town shall have a minimum of two weeks to pay each invoice.

#### ARTICLE 5 – APPROPRIATION:

5.1 This contract is subject to an annual appropriation being available therefore, and the Town Accountant's Statement of Availability of an Appropriation does not extend beyond the current fiscal year.

#### ARTICLE 6 - PERFORMANCE

6.1 The Videographer shall provide all of the goods and services described in the Contract Documents in accordance with the provisions therein and shall perform accordingly with in the time period set forth therein. The Videographer shall conform to all determinations and directions, in accordance with provisions of this contract, of the Official concerning any question which may arise relating to the goods or services and their delivery.

6.2 Any workpapers, reports, questionnaires and other written material prepared or collected by the Videographer in the course of completing the work to be performed under this contract, as well as all video tapes produced of the meetings, shall at all times be the exclusive property of the Town.

The Videographer shall not use such materials for any purposes other than the purposes of this contract without the prior written consent of the Official.

#### ARTICLE 7 - RELATIONSHIP WITH THE TOWN

7.1 The Videographer is retained solely for the purposes of and to the extent set forth in this contract. Videographer's relationship to the Town during the term of this contract shall be that of an independent contractor. The Videographer shall have no capacity to involve the Town in any contract, not to incur any liability of the part of the Town. The Videographer shall not be considered as having the status or pension rights of an employee; provided that the Videographer shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The Town shall not be liable for any personal injury to or death of the Videographer, its agents or employees.

#### ARTICLE 8 - REMEDIES OF THE TOWN

8.1 If the Videographer by acting irresponsible or by their own negligence damages any equipment provided by the Town of Truro, the Town shall be allowed to recoup costs associated with the irresponsibility or neglect of the Videographer by reducing payment submittals. At no time shall the Town reduce a payment submittal to zero or below zero.

8.2 If the damages sustained by the Town as determined by the Town exceed sums due or to become due, the contractor shall pay the difference to the Town upon demand.

8.3 This contract may be terminated at any time for the convenience of the Town at the option of the Official by delivering or mailing to the Videographer at the Videographer's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination for convenience, the Videographer shall be compensated for all

conforming goods delivered or services rendered to the effective date of said termination in accordance with the rates of compensation specified in this contract.

#### ARTICLE 9 - REMEDIES OF VIDEOGRAPHER

9.1 If damages, other than loss of nonconforming goods or of services not performed, are actually sustained by the Videographer due to any act or omission for which the Town is legally responsible, the Town shall allow a sum equal to the amount of such damages sustained by the Videographer as determined by the Official in writing, provided the Videographer shall have delivered to the Official a detailed, written statement of such damages and cause thereof within thirty (30) days of the act or omission by the Town.

#### ARTICLE 10 - LIABILITY

10.1 The Videographer shall hold the Town Liable for any damages to personal belongings, or injury, unless the Videographer can show that the damage or injury was the result of negligence or irresponsibility.

#### ARTICLE 11 - PROHIBITION AGAINST ASSIGNMENT

11.1 The Videographer shall not assign, subcontract or in any way transfer any interest in this contract without the written approval of the Official.

#### ARTICLE 12 - COMPLIANCE WITH LAWS AND PUBLIC POLICY

12.1 This contract is made subject to all laws of the Commonwealth of Massachusetts.

12.2 The Videographer shall, if applicable, take out and maintain during the term of this agreement such Workmen's Compensation Insurance as may be reasonably necessary to protect the Videographer from claims under General Laws, C. 152 (The Workmen's Compensation Law).

12.3 The Videographer's attention is called to General Law c. 268 (The Conflict of Interest Law). The Videographer shall not act in collusion with any town officer, agent, employee or any other party, nor shall the Videographer make gifts regarding this contract or any other matter in which the Town has a direct and substantial interest.

#### ARTICLE 13 – MISCELLANEOUS

13.1 Any amendments or modifications to these Contract Documents shall be in writing and shall be signed by both parties in order to be binding.

13.2 This Contract represents the entire agreement between the parties.

Dated:

TOWN OF TRURO

BY: \_\_\_\_\_

Chairman, Truro Board of Selectmen  
(TITLE)

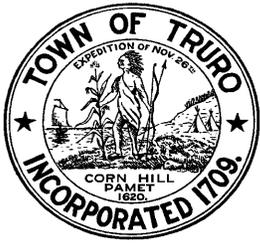
Approved as to Availability of an Appropriation:

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Chief Procurement Officer

VIDEOGRAPHER

BY: \_\_\_\_\_  
(NAME)



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Council on Aging

**REQUESTOR:** Susan Travers, Director

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** Review and authorize the chairman to sign the FY16 Purchase of Services Contract from Elder Services of Cape Cod and the Islands for transportation at the COA.

**EXPLANATION:** Request approval of a contract with Elder Services of Cape Cod and the Islands, Inc. for Older Americans Act Title III grant monies in the amount of \$4,500.00 to assist in funding the transportation services at the Truro Council on Aging.

**FINANCIAL SOURCE (IF APPLICABLE):** Grant Funds.

**IMPACT IF NOT APPROVED:** Not approving the Title III grant contract would have a significant impact on the transportation services we currently provide to the residents of Truro.

**SUGGESTED ACTION:** *Motion to approve the contract with Elder Services of Cape Cod and the Islands, Inc. for FY16 and to authorize the Chair to sign the contract.*

**ATTACHMENTS:**

1. Purchase of Services Contract between Elder Services of Cape Cod and the Islands, Inc. and Truro Council on Aging.

**PURCHASE OF SERVICES CONTRACT**

**BETWEEN**

**ELDER SERVICES OF CAPE COD AND THE ISLANDS, INC.**

**AND**

**TRURO COUNCIL ON AGING**

This AGREEMENT, effective on October 1, 2015 is made and entered into by and between ELDER SERVICES OF CAPE COD AND THE ISLANDS, INC. (hereinafter referred to as the CORPORATION) and TRURO COUNCIL ON AGING (hereinafter referred to as the PROVIDER).

WHEREAS: The CORPORATION has Four thousand, five hundred dollars (\$4,500.00) (Contingent upon the receipt of adequate Title III funding, under the Older Americans Act of 1965, as amended), allocated to provide transportation services (Outlined in Attachment D).

WHEREAS: The PROVIDER has demonstrated the desire and ability to provide such services.

NOW, THEREFORE, the CORPORATION and the PROVIDER do mutually agree as follows:

**PART A**

1. Provision of Service

The PROVIDER hereby agrees to provide transportation services to individuals 60 years or older residing in Truro for medical and non-medical purposes (hereinafter referred to as the PROGRAM) (outlined in Attachment D).

2. Service Delivery

The PROVIDER agrees to provide 325 units of transportation service (one-way trips) for approximately 60 individuals 60 years or older.

3. Funding Period

This contract will take effect on the 1<sup>st</sup> day of October 2015 and will remain in effect until and through the 30<sup>th</sup> day of September, 2016 unless earlier terminated in accordance with the terms of this agreement.

4. Statistical Reports

PROVIDER will submit monthly statistical reports to the CORPORATION on forms provided by the CORPORATION to be received by the CORPORATION **no later than the tenth (10<sup>th</sup>)** working day of each month for the period of this AGREEMENT.

5. Evaluation of the Program and the Need for Service

The PROVIDER will develop and implement an evaluation tool to determine the effectiveness of this PROGRAM and will provide a written report to the CORPORATION with the August monthly statistical report.

A copy of this self-evaluation tool will be provided to the CORPORATION.

The CORPORATION will develop a survey for the provider to distribute to clients. This will determine the level of client satisfaction with the services provided. This survey will be conducted on an annual basis during the contract year.

The CORPORATION will conduct a monitoring and evaluation visit once per contract year.

## PART B

### 1. Payments

Based on monthly invoices submitted by the PROVIDER on the form provided, the CORPORATION will make monthly payments to the PROVIDER accumulating over the contract period to no more than Four thousand, five hundred dollars (\$4,500.00) as detailed in the aggregate contingent upon the receipt of Title III funding.

### 2. Match

The PROVIDER will be responsible for contributing to the PROGRAM in-kind contributions aggregating over the contract period to no less than One Thousand Dollars (\$1,000) as detailed in the budget twenty-five percent (25%) of the payments of federal dollars given to the PROVIDER by the CORPORATION.

The recording of such contributions will be done on a monthly basis using the invoice form provided.

### 3. Right to Refuse

The CORPORATION reserves the right to refuse to make payment on an invoice if it is not satisfied that the contractual obligations are being met by the PROVIDER.

### 4. Contributions

The PROVIDER must encourage confidential, voluntary contributions from recipients of PROGRAM services and must make available to recipients a suggested contribution form.

### 5. Amending the Budget

The portion of the total budget amount allocated to individual line items as set forth in the budget may be amended by mutual consent of the parties of this AGREEMENT at the request of either party.

### 6. Conclusion of Contract

Within fifteen (15) working days following the conclusion of the contract, the PROVIDER will submit final invoices detailing all remaining reimbursable and non-reimbursable expenses expended for the PROGRAM prior to the end date of the contract to the CORPORATION.

## PART C

### 1. Eligibility

All persons sixty years of age or older living in the service area are eligible for the services of the PROGRAM provided they meet the eligibility requirements for the PROGRAM.

### 2. Priority Service Recipients

The PROVIDER will give first priority for service to older individuals eligible for assistance under the Older Americans Act.

Special emphasis must be given to rural elderly, elderly with greatest economic and social need, low income minority individuals, disabled and limited English speaking elders, LGBT elders and elders with Alzheimer's disease and their caretakers.

### 3. Subcontracting

No services will be subcontracted without the consent of the CORPORATION.

The PROVIDER at the consent of the CORPORATION for the purpose of subcontracting services, shall do so by procuring vendors who are appropriately certified, bonded and/or licensed to perform such services.

### 4. Records

The PROVIDER will maintain records necessary for the proper and efficient operation of the PROGRAM, including records regarding application, determination of eligibility, services provided, and costs; and statistical, fiscal, and other records necessary for reporting and accountability required by the CORPORATION.

The PROVIDER will, upon request, allow authorized representatives of the CORPORATION, State or an authorized Federal Agency, to have access to such records to confirm PROVIDER's compliance with the specifications of this AGREEMENT.

All records and other documents relative to this AGREEMENT will be kept on file for a period of at least seven years after payment.

5. Confidentiality

The PROVIDER will not use or release any reports, data or other information identifying applicants or persons served, or which could reasonably lead to the identification of such applicant or person served and in accordance with the laws of the Commonwealth and, where applicable, Federal law. Such information will be used only to assure proper administration, planning, coordination, and monitoring of performance under this AGREEMENT, and to permit the transfer of records of a person serviced to another agency for the purpose of continuing services.

The PROVIDER will provide the CORPORATION such additional data as the CORPORATION reasonably may require to monitor the PROVIDER's information system and its use of such system, to guarantee adequate safeguarding of the human and civil rights of applicants and persons served.

6. Equal Employment Opportunity/Affirmative Action

The CORPORATION is an Equal Employment Opportunity/Affirmative Action employer and requires that the PROVIDER will not discriminate against any employee or applicant for employment because of race, mental or physical disability, national origin, age, color, ancestry, religion, sex or Veteran status. The PROVIDER will comply with all applicable provisions of:

- (a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.) – prohibits discrimination in employment on the basis of race, color, sex, religion or national origin; and
- (b) M.G.L. c.151B, 54(1) – prohibits discrimination in employment on the basis of race, color, sex, religion, creed, national origin, ancestry or age; and
- (c) Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the regulations promulgated pursuant thereto (45 CFR Part 84) – prohibits discrimination against qualified handicapped individuals on the basis of handicap and requires employers to make reasonable accommodations to know physical or mental limitations of otherwise qualified handicapped applicants and employees.

The PROVIDER will develop and adhere to a policy of affirmative action in all aspects of employment under this AGREEMENT.

Copies of the Personnel Policies and Affirmative Action Plan of the PROVIDER should be submitted.

7. Criminal Offender Record Information (CORI) Checks

The PROVIDER agrees to conduct CORI checks for all new employees and volunteers who will be providing direct services to clients. CORI checks must be completed in compliance with the Executive Office of Elder Affairs' CORI guidelines and must be completed prior to the provision of said services to the PROVIDER's elder clients.

8. Prohibited Interest

The PROVIDER does hereby covenant that no member, officer, or employee of the PROVIDER during his/her tenure or one year thereafter will receive benefit, direct or indirect, in this contract or the proceeds thereof, excepting the salaries and fringe benefits of employees set forth in this AGREEMENT.

9. Validity

In the event any section, clause, paragraph or provision of this AGREEMENT, is declared invalid by a court of competent jurisdiction, such invalidity will not effect the validity of this instrument as a whole or any part thereof, other than the part declared to be invalid.

10. Assignment

The PROVIDER will not assign its rights or duties under this AGREEMENT, without first obtaining the written consent and approval of the CORPORATION.

11. Bankruptcy

In the event the PROVIDER commits or suffers an Act of Bankruptcy or becomes the subject of any petition under the Bankruptcy Act, the CORPORATION has the right, without notice or demand, to terminate said AGREEMENT, to take immediate possession of all records and documents relative to this AGREEMENT and to remove same. In such event, the PROVIDER will permit agents of the CORPORATION to enter on its premises for the purposes of taking peaceful possession of said records and documents.

12. Liability of PROVIDER

The PROVIDER will be responsible for all damages to persons or property which occurs as a result of negligence or fault of the PROVIDER and for sub-contractors in connections with the prosecution of PROGRAM work.

The PROVIDER will indemnify and hold the CORPORATION and the Federal Government free and harmless from all claims that arise as a result of the negligence or fault of the PROVIDER.

13. Insurance

The PROVIDER will secure and maintain insurance. The insurance will protect itself, its subcontractors, and the CORPORATION adequately from fire and extended coverage losses and from claims for bodily injury, death or property damage which may arise from operations under this contract.

The PROVIDER will provide the CORPORATION with a Certificate of Insurance prior to the commencement of the PROGRAM work which will provide that the policy shall not be canceled by the insurance company without ten (10) days notice to the CORPORATION of intention to cancel.

The PROVIDER will maintain such insurance in amounts of not less than:

- a. Workman's Compensation Insurance shall be secured and maintained as required by the Commonwealth of Massachusetts;
- b. Public Liability – Bodily Injury and Property Damage:
  - (1) Injury or death of one person \$ 500,000
  - (2) Injury to more than one in single accident \$1,000,000
  - (3) Property Damage \$ 100,000
- c. Malpractice-Professional Liability Coverage (as applicable)
  - (1) Each occurrence \$1,000,000
  - (2) Aggregate \$2,000,000

PROVIDER shall also purchase and maintain fidelity bonds of no less than twenty-five thousand dollars (\$25,000) per incident for all employees with direct access to or responsibility for the receipt and disbursement of funds.

14. Licenses, Certifications, Accreditations, Permits

The PROVIDER shall procure and keep current any license, certification, permit or accreditation required by local, state or federal statute or regulations and shall, upon the request of the CORPORATION, submit to the CORPORATION proof of any such license, certification, permit or accreditation.

15. Termination

- (a) In the event that funding to the CORPORATION for payment for services covered under this AGREEMENT is reduced or terminated, the CORPORATION may terminate this AGREEMENT on the provision of written notice at least thirty (30) days prior to the effective date of such termination.
- (b) If either party determines that any non-compliance with the terms of this AGREEMENT on the part of the other party endangers the rights, mental or physical health, well-being, or financial security of recipients of services under this AGREEMENT, it shall terminate this AGREEMENT by orally notifying the non-complying party of termination followed by the mailing of written notification, return receipt requested, setting forth the reasons for termination, within three (3) business days following the oral notification. Termination pursuant to this sub-section shall take effect upon the oral notification.
- (c) If either party considers the other party's non-compliance not to so endanger the person served, it shall make written recommendations to the non-complying party to restore compliance. If the non-complying party has not complied with such recommendations within thirty (30) calendar days of notification of such recommendations, the first party may give notice in writing of its termination to this AGREEMENT. Such termination shall take effect upon receipt of such notification or upon a date specified by the first party in such notifications, whichever is later.
- (d) The CORPORATION reserves the right to terminate this AGREEMENT (1) if the PROVIDER takes any action pertaining to this AGREEMENT without the approval of the CORPORATION and which under the procedures of this AGREEMENT would have required the approval of the CORPORATION and (2) if the commencement or continuation of the PROGRAM by the PROVIDER is, for any reason, rendered improbable, impossible or illegal.

16. Obligations Upon Termination

Upon termination, all finished or unfinished documents, data, studies and reports, prepared by the PROVIDER pursuant to the AGREEMENT, will become the property of the CORPORATION. Client records will remain subject to inspection by the CORPORATION for a period of seven years following termination. Upon termination, the PROVIDER will be entitled to compensation for any portion of a billing period in which service was performed.

The PROVIDER will not be reimbursed, however, for any billing period or portion thereof following the effective date of the termination of this AGREEMENT.

Within fifteen (15) working days following termination PROVIDER will submit final invoices detailing all remaining reimbursable and non-reimbursable expenses expended for the PROGRAM prior to the termination date to the CORPORATION.

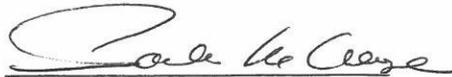
**PART D**

1. Grant Application

The PROVIDER agrees that the approved grant application will be considered part of the Purchase of Services Contract.

In witness whereof, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers.

Elder Services of Cape  
Cod and the Islands, Inc.



Paula M. George, President  
Board of Directors

Truro Council on Aging

Paul Wisotzky  
Chair, Truro Board of Selectmen

9/10/15  
(date of signature)

\_\_\_\_\_  
(date of signature)

**PROPOSAL TO PROVIDE SERVICES**

1. Applicant agency: Truro Council on Aging
2. Address: PO Box 500, 7 Standish Way, Truro, MA 02666

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3. Telephone number: 508-487-2462
4. Fax number: 508-487-0854
5. Email address: coadirector@truro-ma.gov
6. Name of person/position responsible for daily operation of program: Susan Travers, Director
7. Supervisor of above named person: Charleen Greenhalgh (Acting Town Admin.)
8. Funds requested: \$4500.00
9. Total income from other sources: -0-
10. Has this program been funded previously by Elder Services:  X  Yes   No
11. Please write a brief abstract of the Program's intent: The Truro Council on Aging is seeking Title III Grant funding for our transportation service in order to provide safe, reliable transportation for our older adults in our rural community. Priority is given to older adults with the greatest economic and social need.
12. Number of individuals to be served: 60+ Individuals
13. Number of units of services to be provided: 325

Authorized designate:

Name: Susan M. Travers

Title: Director, Truro Council on Aging

Telephone number: 508-487-2462

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

Date signed: July 16, 2014

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## **PROGRAM DESCRIPTION**

(no more than five pages)

Truro is a town of 2,003 year-round residents, according to 2010 U.S. Census. Truro is located on the Outer Cape and is a rural and remote community that is aging at a very rapid rate. North Truro residents may live as far as 50 miles from the nearest hospital and approximately 100 miles from Boston medical facilities. The 2010 U.S. Census indicates Truro has 744 60 or older, which represents 37% of the residents listed. With aging comes an increased potential for needing assistance of some sort to maintain a level of independence in order to remain in the community.

Most of our older adults have retired to their second home and as they age are in need of an increase in services and resources that the Council on Aging provides. If the Council on Aging didn't provide transportation to these retired, older adults to their medical appointments and other necessary appointments the impact would be that these adults would have to move from Truro to be closer their family or to a community with access to regular public transportation. We are providing an important service for our residents to remain living independently in our town.

Truro is one of the only communities on Cape Cod that does not provide rural postal delivery and is also one of the smallest towns. Older adults have to drive to their bank, the post office and other important errands due to the locations of these businesses.

Since 1995, the Truro Council on Aging has offered an "on-demand" van transportation service. While the Cape Cod Regional Transit continues to offer transportation to all residents, their trip schedules or the physical limitations of the frail elder may preclude the use of their service. Long delays and lengthy trips can be a serious problem to an elder with a medical problem. 90% of our older adults fall into the category of priority service recipient. Grant assignments are prioritized and given to riders that are frail, economically and physically challenged.

The Outreach Coordinator routinely sends letters to town residents aged 59 and older informing them of COA supportive services which includes our transportation service. On a monthly basis, we inform our 750+ newsletter readers of our transportation program as well. On an annual basis we compare our clients with the town census to ensure we are including new residents and residents that are aged 60 and older that may not be included in our COATS (tracking system).

Our transportation program is municipally funded and paid for in part by the Title III grant. We provide older adults transportation to a variety of educational programs to effectively make use of existing community resources.

(Continued to the next page)

## PROGRAM DESCRIPTION

The programs include presentations by the American Red Cross concerning Hurricane/Storm Preparedness, Truro Police, Fire and Rescue utilize our large twelve passenger van to transport seniors/residents in need to the closest emergency shelter that is fifteen miles away from Truro. We also transport our residents to music, our weekly luncheons, educational and social programs. We also use our van for helping people attend a yearly Senior dinner hosted by our Police and Fire departments. The programs allow seniors to socialize and meet new friends. We continue to improve services to our older adults by publicizing in our monthly newsletter which is partially funded by a federally funded Formula grant, our transportation program and on our website. We feel the more information and help we provide to our clients the more successful our program will be.

Our small community has supported our transportation system for eighteen years and we are still providing a valuable and safe service. We have increased the enrollment in most of our programs by approximately 50% including transportation. The Elder Services Transportation Survey is a helpful document that monitors ways in which we can improve the service and capitalize on services we already offer.

One of the goals and objectives for the FY15 grant is to continue to outreach and publicize the program through various media outlets and at community events. A new Outreach and Resources Coordinator has been recently hired and will begin in August. One of the first orders of business for the new employee is to outreach to all of our older adults with all of the services we offer at the Truro Council on Aging. We will measure the success of our outreach efforts by analyzing the survey, collect data on ridership from our intake process over the next grant cycle and to monitor our client base. We will continue to provide these valuable services in the next grant cycle.

The budget is monitored and scrutinized by our Transportation Coordinator and the Director on a monthly basis. We work in conjunction within our Council on Aging budget and the donations that we receive. We try to evenly distribute the grant funds over the course of the year.

In our monthly newsletter, Transportation Coordinator has a page dedicated to the transportation program. We publicize the voluntary contributions people may use as a guide to make it easier for them. When a client wishes to make a donation we provide them with a small unmarked envelope, and then inserts it in a small locked donation box. At the end of the ride the driver brings in the box to the Transportation Coordinator and she locks it in a file cabinet. All monies are recorded into a transportation notebook which is kept at the COA. Donations are forwarded to the town treasurer. A notice of the deposit is received from the town treasurer and then recorded in the notebook-ensuring that the figures match.

(Continued to the next page)

## PROGRAM DESCRIPTION

We hope to expand our programs to offer more social and educational programs and services to our older frail elder. Keeping in mind, their limited resources we will offer programs at no cost in order to help our older adults with ways in which to manage their lives.

The plan for sustainability concerning the transportation program is to continue offering the excellent programs we are presently offering and expand the program when we feel our client's needs are shifting. We may offer different types of programs for the socially isolated older adults can take advantage of as our Council on Aging moves with the increasing population that we now serve. In addition, our plan for sustainability after the funding period ends will be determined in conjunction with the town budget process and what financial state the town is in at that time. We have been level funded for the four budget cycles that I have been employed as the Director.

## PROGRAM BUDGET

	<i>Requested</i> From III	<i>In-kind</i> Match (25%)	<i>Other Income</i> Sources	<i>Total</i>
<b>Personnel:</b>	<u>\$3513</u>	_____	_____	<u>\$3513</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Fringe Benefits:	_____	_____	_____	_____
Travel:	_____	_____	_____	_____
Supplies:	_____	_____	_____	_____
Training:	_____	_____	_____	_____
Postage:	<u>\$72</u>	_____	_____	<u>\$72</u>
Telephone:	_____	_____	_____	_____
Space:	_____	_____	_____	_____
Other: (specify)	<u>\$915</u>	_____	_____	<u>\$915</u>
Estimated Client Contributions:	_____	_____	<u>\$2160</u>	_____
<b>TOTALS</b>	<u>\$4500</u>	_____	<u>\$2160</u>	<u>\$4500</u>

### Budget Expenditures

1 <sup>st</sup> Quarter	<u>\$1125</u>	
2 <sup>nd</sup> Quarter	<u>\$1125</u>	
3 <sup>rd</sup> Quarter	<u>\$1125</u>	
4 <sup>th</sup> Quarter	<u>\$1125</u>	Total <u>\$4500</u>

## **BUDGET JUSTIFICATION**

The program will be utilizing van drivers on staff to provide transportation services for the grant. The hourly rate is averaged to accommodate four on-call drivers based on average \$14.00 per hour.

The grant funds will be targeted and used for those supplementary trips beyond the scheduled COA van transportation services. This will ensure that the dollars are utilized to further the van service rather than preclude the use of budgeted town monies. Further, the grant funds will be targeted to pay for trips which include the lower income and frail non driving elder. For those trips provided by volunteer drivers, they will be reimbursed at the grant rate of \$.56 per mile. We have estimated the volunteer mileage costs at \$915.00 based on an average of 163 miles per month. Volunteers are utilized to provide transportation to our weekly luncheon, sight loss support group, Annual Friends of the COA Luncheon, Storytelling with a professional storyteller, the Cape Cod Symphony, Volunteer Appreciation Day, Hyannis shopping, Poetry readings, music programs, podiatrist, audiology and medical appointments.

The Transportation Satisfaction Survey is sent out each year in May. To ensure a good response for quality control purposes, the survey includes a self-addressed, stamped envelope to return the survey to the Truro Council on Aging. The cost is estimated at \$72.00 ( 80 x .46¢).

## **CLIENT CONTRIBUTION PROCEDURE**

**When a client wishes to make a donation we provide them with a small unmarked envelope, which is inserted in a small locked donation box by the client. At the end of the ride the driver brings in the box to the Transportation Coordinator and she unlocks it and places the money in a locked file cabinet. All monies are recorded into a transportation notebook which is kept at the COA. Donations are forwarded to the town treasurer. A notice of the deposit is received from the town treasurer and then recorded in the notebook-ensuring that the figures match.**

**A separate tally of contributions under the Title III grant is maintained for accurate accounting in the monthly grant report. We will use the donation funds to sustain the grant through October 1 in order to continue the programs we have scheduled and planned. We will expand the program based on the amount of contributions we have received during the fiscal year.**

## PROGRAM WORKPLAN

The Truro Council on Aging Van Transportation Service brochure and information on fees is included in the monthly Truro Council on Aging Newsletter and the town's Enewsletter, on the Town of Truro website and the Truro Council on Aging website, a local radio station and at the Provincetown Council on Aging, Outer Cape Health Services in Wellfleet and Provincetown, local churches and the Wellfleet Council on Aging. Our Outreach Coordinator handles all Fuel Assistance clients, USDA Food deliveries and Medicaid/Medicare clients for Truro. Due to the Outreach Coordinator's exposure to client's seeking services it allows further coordination of residents in need informed of support services including van transportation. To support the grant, besides utilizing our regular systems of communication, we also notify the social and human service agencies and Truro residents that access our in house food pantry funded by Lower Cape Outreach Council of the increased availability of the program.

For seniors requesting transportation services, we will verify age and income either through our own collected data, our Council on Aging Tracking System (C.O.A.T.S.), town census records available to us or simply by asking the senior. A Satisfaction Survey is mailed to all Title III Grant participants with an enclosed, self-addressed stamped envelope. Any problems or negative feedback is followed up by the transportation staff person or the director. The survey provides the COA with the perceived quality of our service and assists in identifying areas for improvement.

A Trip Itinerary/Driver's Log form is completed and submitted to the transportation staff person to be used for monthly billing purposes. Utilizing the actual trip sheets allows for accurate distribution of grant funds.

## PROGRAM EVALUATION

**In May of each year, the Truro Council on Aging mails a Satisfaction Survey to all Title III Grant Program participants to determine their level of satisfaction with the Truro COA van transportation service. The transportation coordinator reviews the surveys from our clients and the results are collected. Negative and positive comments from riders and feedback from our van drivers assist the Truro COA in the self-evaluation process. Problems in service will require a follow-up call from either the transportation services staff person or the director. We share the survey results with the town administrator, assistant town administrator, COA Board, Friends of the COA and the Board of Selectmen.**

**The tracking of the program will be accomplished through the trip itinerary sheets and the satisfaction surveys. These vehicles will yield the information necessary to determine our level of success at meeting the transportation needs of the targeted population of frail, low income seniors as well as potential program design changes to improve service delivery.**

## APPENDIX A

### CLIENT CONTRIBUTIONS TO PROGRAMS WITH TITLE III FUNDING

Under the Regulations of Title III of the Older Americans Act, grantees are required to give an older person the opportunity to contribute to the program and also to give each older person information about the cost of service. **A program cannot charge a fee for any services provided.**

The following excerpt from the Rules and Regulations concerning the Older Americans Act is included for your information. This section applies to the requirements and procedures for collecting contributions.

- A. Each service provider must:
1. provide each older person with an opportunity to contribute voluntarily to the cost of the service;
  2. protect the privacy of each older person with respect to his/her contributions;
  3. establish appropriate procedures to safeguard and account for all contributions;
  4. use all supportive service contributions only to expand the services provided under this part.
- B. Each service provider may develop a suggested contribution schedule for services provided under this part.

In developing a contribution schedule, the provider must consider the income ranges of older persons in the community and the provider's other sources of income. **However, means tests may not be used.**

- C. A service provider that receives funds under this part may not deny any older person a service because he/she will not or cannot contribute to the cost of the service.

## APPENDIX B

Fiscal Year 15

### **GOAL:**

One of the goals and objectives for the FY15 grant to continue to outreach and publicize the program through various media outlets and at community events. A new Outreach and Resources Coordinator has been recently hired and will begin at the beginning of August. One of the first orders of business for the new employee is to outreach to all of our older adults with all of the services we offer at the Truro Council on Aging. We will measure the success of our outreach efforts by analyzing the survey, collect data on ridership from our intake process over the next grant cycle and to monitor our client base. We will continue to provide these valuable services in the next grant cycle.

---

### **OBJECTIVE:**

On-going outreach and publicity about the transportation program. The outreach worker routinely sends letters to town residents aged 59+ informing them of COA supportive services. Van program is also discussed at town selectmen's meetings which is broadcast on cable TV and the town's website which attracts a wide audience, and the COA monthly newsletter.

The availability of transportation services for multiple purposes can reduce the potential for depression and isolation and relieves the sense of "loss of control" over one's life when making the difficult decision to give up or reduce driving oneself.

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### **ACTION STEPS:**

### **PERIOD OF TASK PERFORMANCE**

Actively advertise the grant program through local venues to get to the "out-lying" seniors, particularly those low income and frail elders who don't have the ability or funds to use public/private transportation systems. Each one-way transport is equal to one unit of service.

1 One-Way Trip



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administrative Office

**REQUESTOR:** Noelle Scoullar, on Behalf of Gordon Peabody, Safe Harbor Environmental

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** Applications for Staging Permits for Use of Town Owned Property and or Beach Access for Fisher, Corn Hill and Cold Storage Beaches by Safe Harbor (Gordon Peabody) for November 15 through December 15, 2015

**EXPLANATION:** Safe Harbor Environmental will be placing amounts of locally sourced sand nourishment at 4 Heron Ln., 39 Bay View Rd., 2 Heron Ln., 32 Cooper Rd., 21 Cooper Rd., 33 Cooper Rd., 53 Fishermans Rd., and 55 Fishermans Rd.

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

**IMPACT IF NOT APPROVED:** These properties will continue to erode.

**SUGGESTED ACTION:** *MOTION TO approve the applications for Staging Permits for 4 Heron Ln., 39 Bay View Rd., 2 Heron Ln., 32 Cooper Rd., 21 Cooper Rd., 33 Cooper Rd., 53 Fishermans Rd., and 55 Fishermans Rd and to authorize the Chair to sign.*

**ATTACHMENTS:**

1. Applications for Cold Storage Beach (2 & 4 Heron Ln and 39 Bay View Rd)
2. Applications for Fisher Beach (21, 32 & 33 Cooper Rd)
3. Applications for Corn Hill Beach (53 & 55 Fishermans Rd)

# TOWN OF TRURO

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

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



Date: 10/13/15

Location of Staging Area/Access: Cold Storage Beach

Contractor: Cape Cod Excavating, Inc.

Legal Mailing Address: Provincetown, MA 02657  
P.O. Box 71

Telephone: Personal Information Redacted

Working for: Safe Harbor Environmental DEP # \_\_\_\_\_

Work Location: 4 Heron Lane, Truro

Property Owners Legal Mailing Address: Atlantic Bay Realty Trust

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

Project Description: \_\_\_\_\_  
Placement of approx. 125 yds  
of locally sourced sand nourishment.

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

Estimated Work Start & Finish Dates: Nov. 15 - Dec. 15, 2015

Contractor's Signature: James W. Silva

Date Certification of Liability Insurance and/or Security Received: \_\_\_\_\_

DPW Director Comments: Please notify DPW prior to mobilization 349-2140

James W. Silva 10/15/15

Beach Supervisor Comments: Kelly Carr 10/14/15

Conservation Agent Comments: Work approved by the Conservation Commission 10/15/15 — Pat Payne 10/16/15

Board of Selectmen Signature of Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Restrictions/Conditions: \_\_\_\_\_

**Project Completion Sign-Off**

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

**DPW Director Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Beach Supervisor Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**For Beach Access, Conservation Agent Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



# TOWN OF TRURO

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

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

RECEIVED  
SELECTMENS OFFICE

OCT 13 2015

TOWN OF TRURO  
MASSACHUSETTS

Date: 10/13/15

Location of Staging Area/Access: Cold Storage Beach

Contractor: Cape Cod Excavating, Inc.

Legal Mailing Address: P.O. Box 71  
Provincetown, MA 02657

Telephone: **Personal Information Redacted**

Working for: Safe Harbor Env. DEP # \_\_\_\_\_

Work Location: 39 Bay View Rd

Property Owners Legal Mailing Address: Ellens. Brown Revocable Trust  
c/o TD Banknorth / CWARTEKOWSKI  
Telephone: **Personal Information Redacted** 90 Pearson Blvd - Gardner, MA 01440

Project Description: \_\_\_\_\_  
Placement of approx. 75 yds  
of locally sourced sand nourishment.

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

Estimated Work Start & Finish Dates: NOV. 15 - DEC. 15, 2015

Contractor's Signature: James W. Silva

Date Certification of Liability Insurance and/or Security Received: \_\_\_\_\_

DPW Director Comments: Please notify DPW prior to mobilization 349-2140

James W. Silva 10/15/15

Beach Supervisor Comments: Kelly Clark 10/14/15

Conservation Agent Comments: Work approved by the Conservation Commission 10/15/15 — Per Payment 10/16/15

Board of Selectmen Signature of Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Restrictions/Conditions: \_\_\_\_\_

**Project Completion Sign-Off**

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

**DPW Director Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Beach Supervisor Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**For Beach Access, Conservation Agent Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



# TOWN OF TRURO

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

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



Date: 10/13/15

Location of Staging Area/Access: Cold Storage Beach

Contractor: Cape Cod Excavating, Inc.

Legal Mailing Address: P.O. Box 71  
Pouncetown, MA 02657

Telephone: Personal Information Redacted

Working for: Safe Harbor Environmental DEP # \_\_\_\_\_

Work Location: 2 Heron Lane, Truro

Property Owners Legal Mailing Address: Rajeev Singh-Molanes

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

Project Description: \_\_\_\_\_

Placement of approx. 75 yards  
of locally sourced sand nourishment.

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

Estimated Work Start & Finish Dates: Nov. 15 - Dec. 15, 2015

Contractor's Signature: James W. Silva

Date Certification of Liability Insurance and/or Security Received: \_\_\_\_\_

DPW Director Comments: Please notify DPW prior to mobilization 349-2140

James R. Nott 10/15/15

Beach Supervisor Comments: Kelly Clark 10/14/15

Conservation Agent Comments: work approved by the Conservation Commission 10/16/15 — Pat Pappas 10/16/15

Board of Selectmen Signature of Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Restrictions/Conditions: \_\_\_\_\_

**Project Completion Sign-Off**

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

**DPW Director Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Beach Supervisor Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**For Beach Access, Conservation Agent Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



# TOWN OF TRURO

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

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

RECEIVED  
SELECTMENS OFFICE

OCT 13 2015

TOWN OF TRURO  
MASSACHUSETTS

Date: 10/13/15

Location of Staging Area/Access: Fisher Beach

Contractor: Cape Cod Excavating, Inc.

Legal Mailing Address: P.O. Box 71  
Provincetown, MA 02657

Telephone: Personal Information Redacted

Working for: Safe Harbor Env. DEP # \_\_\_\_\_

Work Location: 32 Cooper Road

Property Owners Legal Mailing Address: Sarah Lutz c/o 32 Cooper Rd LLC

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

Project Description: \_\_\_\_\_  
Placement of approx. 75 yards  
of locally sourced sand nourishment.

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

Estimated Work Start & Finish Dates: Nov. 15 - Dec. 15, 2015

Contractor's Signature: James W. Silva

Date Certification of Liability Insurance and/or Security Received: \_\_\_\_\_

DPW Director Comments: Please notify DPW prior to mobilization 349-2140

James R. Watts 10/15/15

Beach Supervisor Comments: Kelly Orr 10/14/15

Conservation Agent Comments: work approved by the Conservation Commission 10/5/15 - Pat Papay 10/16/15

Board of Selectmen Signature of Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Restrictions/Conditions: \_\_\_\_\_

**Project Completion Sign-Off**

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

**DPW Director Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Beach Supervisor Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**For Beach Access, Conservation Agent Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2015

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

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

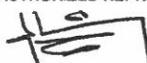
<b>PRODUCER</b> Kaplansky - Truro 154 Shore Road PO Box 267 North Truro, MA 02652 Marilyn Massad	<b>CONTACT NAME:</b> Betsi Corea <b>PHONE (A/C, No, Ext):</b> 508-487-6060 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> 508-487-2040													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : National Grange Mutual</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Grange Mutual		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER A : National Grange Mutual														
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Cape Cod Excavating Inc. Warren J. Silva, Contractor P.O. Box 71 Provincetown, MA 02657														

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

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

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<div style="border: 1px solid black; padding: 5px; color: red; text-align: center;"> <b>Personal Information Redacted</b> </div>	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000					
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<div style="border: 1px solid black; padding: 5px; color: red; text-align: center;"> <b>Personal Information Redacted</b> </div>	12/04/2014	12/04/2015	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000
		E.L. DISEASE - EA EMPLOYEE \$ 500,000					
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  <div style="text-align: right;">SAFEH-1</div> Safe Harbor c/o Gordon Peabody PO Box 880 Wellfleet, MA 02667	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# TOWN OF TRURO

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

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

RECEIVED  
SELECTMENS OFFICE

OCT 13 2015

TOWN OF TRURO  
MASSACHUSETTS

Date: 10/13/15

Location of Staging Area/Access: Fisher Beach

Contractor: Cape Cod Excavating, Inc.

Legal Mailing Address: P.O. Box 71

Provincetown, MA 02657

Telephone: **Personal Information Redacted**

Working for: Sage Harbor Env. DEP # \_\_\_\_\_

Work Location: 21 Cooper Road

Property Owners Legal Mailing Address: Sarah Lutz c/o 32 Cooper Rd LLC

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

Project Description: \_\_\_\_\_

Placement of approx. 25 yards

of locally sourced sand nourishment.

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

Estimated Work Start & Finish Dates: 11/15/15 - 12/15/15

Contractor's Signature: James W. Liker

Date Certification of Liability Insurance and/or Security Received: \_\_\_\_\_

DPW Director Comments: Please notify DPW prior to mobilization 349-2140

James R. Nitty 10/15/15

Beach Supervisor Comments: Kelly Dean 10/14/15

Conservation Agent Comments: work approved by the Conservation Commission 10/5/15 - Per Report 10/16/15

Board of Selectmen Signature of Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Restrictions/Conditions: \_\_\_\_\_

**Project Completion Sign-Off**

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

**DPW Director Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Beach Supervisor Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**For Beach Access, Conservation Agent Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2015

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<b>PRODUCER</b> Kaplansky - Truro 154 Shore Road PO Box 267 North Truro, MA 02652 Marilyn Massad	<b>CONTACT NAME:</b> Betsi Corea <b>PHONE (A/C, No, Ext):</b> 508-487-6060 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 508-487-2040
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cape Cod Excavating Inc. Warren J. Silva, Contractor P.O. Box 71 Provincetown, MA 02657	<b>INSURER A : National Grange Mutual</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

### COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/	<div style="border: 1px solid black; padding: 5px; color: red; text-align: center;">             Personal Information Redacted           </div>	12/04/2014	12/04/2015	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>	
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
	(Empty space for description)							

### CERTIFICATE HOLDER

### CANCELLATION

SAFEH-1  Safe Harbor c/o Gordon Peabody PO Box 880 Wellfleet, MA 02667	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# TOWN OF TRURO

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

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



Date: 10/13/15

Location of Staging Area/Access: Fisher Beach

Contractor: Cape Cod Excavating, Inc.

Legal Mailing Address: P.O. Box 71  
Provincetown, MA 02657

Telephone: Personal Information Redacted

Working for: Safe Harbor Env. DEP # n/a

Work Location: 33 Cooper Road, Truro

Property Owners Legal Mailing Address: Eileen McDonagh + Robert Davoli

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

Project Description: \_\_\_\_\_  
Placement of approx. 125 yds  
of locally sourced sand nourishment.

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

Estimated Work Start & Finish Dates: NOV. 15 - DEC. 15, 2015

Contractor's Signature: James W. Silva

Date Certification of Liability Insurance and/or Security Received: \_\_\_\_\_

DPW Director Comments: Please notify DPW prior to mobilization 349-2146

James R. Nette 10/15/15

Beach Supervisor Comments: Kelly Clam 10/14/15

Conservation Agent Comments: Work approved by the Conservation Commission 10/15/15 - Per signed 10/16/15

Board of Selectmen Signature of Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Restrictions/Conditions: \_\_\_\_\_

**Project Completion Sign-Off**

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

**DPW Director Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Beach Supervisor Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**For Beach Access, Conservation Agent Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

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

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**Signature**

\_\_\_\_\_  
**Date**



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DATE (MM/DD/YYYY)

10/06/2015

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<b>PRODUCER</b> Kaplansky - Truro 154 Shore Road PO Box 267 North Truro, MA 02652 Marilyn Massad	<b>CONTACT NAME:</b> Betsi Corea <b>PHONE (A/C, No, Ext):</b> 508-487-6060 <b>FAX (A/C, No):</b> 508-487-2040 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : National Grange Mutual</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Grange Mutual		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SAFEH-1

 Safe Harbor  
 c/o Gordon Peabody  
 PO Box 880  
 Wellfleet, MA 02667

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# TOWN OF TRURO

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RECEIVED  
PERMITS OFFICE  
OCT 13 2015  
TOWN OF TRURO  
MASSACHUSETTS

Date: 10/13/15

Location of Staging Area/Access: Corn Hill

Contractor: Cape Cod Excavation, Inc.

Legal Mailing Address: P.O. Box 71  
Pronuncetown, MA 02657

Telephone: Personal Information Redacted

Working for: Safe Harbor Environmental DEP # n/a

Work Location: 53 Fishermans Road

Property Owners Legal Mailing Address: Peter + Helen Goldstein

Telephone: Personal Information Redacted 1 W. 81st street # 30B  
New York, NY 10024

Project Description: \_\_\_\_\_

Placement of approx. 100 yds  
of locally sourced sand  
nourishment.

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

Estimated Work Start & Finish Dates: Nov. 15 - Dec. 15, 2015

Contractor's Signature: James in Silva

Date Certification of Liability Insurance and/or Security Received: \_\_\_\_\_

DPW Director Comments: Please notify DPW prior to mobilization 349-2140

Janet Natta 10/15/15

Beach Supervisor Comments: Kelly Clark 10/14/15

Conservation Agent Comments: work approved by the Conservation Commission 10/15/15 - P. Pappas 10/16/15

Board of Selectmen Signature of Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Restrictions/Conditions: \_\_\_\_\_

**Project Completion Sign-Off**

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

**DPW Director Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Beach Supervisor Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**For Beach Access, Conservation Agent Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

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

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**Signature**

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

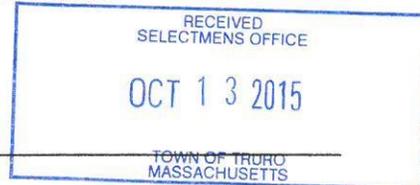
<b>CERTIFICATE HOLDER</b>  Safe Harbor c/o Gordon Peabody PO Box 880 Wellfleet, MA 02667	<b>SAFEH-1</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Date: 10/13/15



Location of Staging Area/Access: Corn Hill

Contractor: Cape Cod Excavating, Inc.

Legal Mailing Address: P.O. BOX 71

Pronncetown, MA 02657

Telephone

Personal Information Redacted

Working for: Safe Harbor Environmental DEP # n/a

Work Location: 55 Fishermans Road

Property Owners Legal Mailing Address: Robert Klayman

Telephone Personal Information Redacted 3701 33rd Place NW  
Washington, DC 20008

Project Description:

Placement of approx. 100 yds  
of locally sourced sand nourishment.

Equipment and Materials to be Used:

Dumptuek + loader,  
to haul + place sand,

Estimated Work Start & Finish Dates: Nov. 15 - Dec. 15, 2015

Contractor's Signature: James W. Silva

Date Certification of Liability Insurance and/or Security Received: \_\_\_\_\_

DPW Director Comments: Please notify DPW prior to mobilization 349-2140

James R. Witty 10/15/15

Beach Supervisor Comments: Kelly Cook 10/14/15

Conservation Agent Comments: Work approved by The Conservation Commission 10/15/15 - Per Paper 10/16/15

Board of Selectmen Signature of Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Restrictions/Conditions: \_\_\_\_\_

**Project Completion Sign-Off**

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**DPW Director Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Beach Supervisor Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

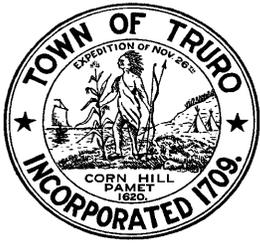
**For Beach Access, Conservation Agent Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**





# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Nicole Tudor, Executive Assistant on behalf of Alice Boyd, of Bailey Boyd & Associates.

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** FY 15 Environmental Review for the CDBG program

**EXPLANATION:** The Town of Truro will submit a request to the Department of Housing and Community Development for the release of CDBG funds. The Truro Regional Housing Rehabilitation Program designates funds for Truro, Wellfleet and Provincetown totaling \$631,181. Truro's Chairman, Paul Wisotzky, needs to be designated as the Environmental Certifying Officer for the FY15 CDBG grant. A standard Special Conditions letter must also be signed and sent to DHCD.

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

**IMPACT IF NOT APPROVED:** The Statutory Checklist signed by Truro's Board of Selectmen Chair for FY15 Truro Housing Rehab which certifies to DHCD that areas of Statuary or Regulatory Compliance are either not applicable to this project or consultation is required will not be submitted to DHCD.

**SUGGESTED ACTION:** *MOTION TO authorize the Chair to sign as the Environmental Certifying Officer for the FY15 CDBG grant and the Special Conditions Letter.*

**ATTACHMENTS:**

1. Alice Boyd Memorandum dated October 13, 2015
2. Finding of Categorical Exclusion 24 CFR Part 58.35 (A)(3)(i)
3. Notice of Intent to Request the Release of Funds
4. Designation of Environmental Certifying Officer
5. Statutory Checklist (FY15 Truro Housing Rehab)
6. Alice Boyd Memorandum dated October 11, 2015
7. FY15 Special Conditions Letter



# M e m o r a n d u m

**To:** Nicole Tudor, Truro Town Hall  
**From:** Alice Boyd, BBA  
**Subject:** FY15 CDBG Environmental Review  
**Date:** October 13, 2015

Attached is a copy of the town's FY15 Environmental Review for the CDBG program that will be starting shortly. The Environmental Review will be advertised shortly.

I'd be grateful if you would have the Chairman of your Board of Selectmen sign the yellow tab authorizing him to function as the Environmental Certifying Officer and the blue tab under my signature as the ECO.

Please e-mail me a copy of the signed pages.

Thanks so much and please don't hesitate to call me if you have any questions or concerns.

Best,

A handwritten signature in blue ink, appearing to read 'Alice', is written below the text 'Best,'.

**Finding of Categorical Exclusion**  
**24 CFR Part 58.35 (A)(3)(i)**

It is the finding of the Town of Truro, Massachusetts, that the activities proposed in its Mass. CDBG application for Fiscal Year 2015, consist solely or primarily of those which are categorically excluded from the environmental review requirements of NEPA, and that these activities comply with the environmental requirements of related federal authorities. The activities and the related authority for exclusion are listed below:

1. Regional Housing Rehabilitation Program: The three-town program will rehabilitate existing low and moderate-income homes.

Authority: 58.35 (a)(3)(i): rehabilitation of buildings and other improvements meeting the requirements specified.

Notice of Intent to  
Request the Release of Funds (NOIRROF)

10/23/15

Town of Truro  
PO Box 2030  
24 Town Hall Road  
Truro, MA 02666

TO ALL INTERESTED AGENCIES, GROUPS AND PERSONS:

On or about the 10th day of November, 2015 the Town of Truro will submit a request to the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD) for the release of CDBG funds under Title I of the Housing and Community Development Act 1974 (PL 93-383) as amended to undertake a project known as the Truro Regional Housing Rehabilitation Program for the purpose of completing moderate rehabilitation of homes in the towns of Truro, Wellfleet and Provincetown totaling up to \$631,181.

The activity proposed is categorically excluded under HUD regulations at 24 CFR Part 58 from the National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at Truro Town Hall and is available for public examination and copying, upon request weekdays between the hours of 8:30 a.m. and 4:00 p.m.

**PUBLIC COMMENTS**

Any individual, group, or agency may submit written comments on the ERR to Paul Wisotzky, Chairman of the Board of Selectmen at Truro Town Hall on or before November 9th. All such comments so received will be considered prior to authorized submission of a request for release of funds.

**RELEASE OF FUNDS**

The Town of Truro certifies to DHCD that Paul Wisotzky, in his official capacity as Chairman of the Board of Selectmen, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's and Massachusetts DHCD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Town of Truro to use Program funds.

**OBJECTION TO RELEASE OF FUNDS**

Massachusetts DHCD will accept objections to its release of funds and the Town of Truro certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases:

- The certification was not in fact executed by the Town's Certifying Officer;
- The Town has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58;
- The grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD or the Massachusetts Department of Housing and Community Development;
- another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Objections must be prepared and submitted in accordance with the required procedures (24 CFR

Part 58, Sec. 58.76) and shall be addressed to Massachusetts Community Development Block Grant, Department of Housing and Community Development, 100 Cambridge Street, Suite 300, Boston, MA 02114. Potential objectors should contact the Massachusetts Department of Housing and Community Development to verify the actual last date of the objection period.

Paul Wisotzky, Chairman, Board of Selectmen  
Truro Town Hall  
PO Box 2030  
24 Town Hall Road  
Truro, MA 02666

**DESIGNATION OF ENVIRONMENTAL CERTIFYING OFFICER**

The Truro Board of Selectmen hereby vote to have Paul Wisotzky, Chairman of the Board of Selectmen, serve as the town's Environmental Certifying Officer for the FY15 CDBG grant.

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## Statutory Checklist

Federal Laws and Authorities listed at Sec. 58.5

**Project Name and Identification No.**

FY15 Truro Housing Rehab

Area of Statutory or Regulatory Compliance	Not Applicable to This Project	Consultation Required*	Review Required*	Permits Required*	Determination of consistency Approvals, Permits Obtained*	Conditions and/or Mitigation	
Historic Properties		X					Each individual home will be referred to Mass Historic Commission previous to consideration. <i>Source: Mass Historic Commission State Historic Preservation Officer.</i>
Floodplain Management		X					FEMA Floodplain Maps will be reviewed and sited for each home address under consideration. Flood insurance is required. Single-home rehab projects are exempt. <i>Source: 24CFR 55.2 (b)(8).</i>
Wetlands Protection		X					Local Conservation Commission will continue to be consulted for any rehab project that abuts a wetland (septics being the primary concern).
Coastal Zone Management		X					If any project is located in a coastal zone , CZM regulations will be referenced and assistance requested. <i>Source: Mass Office of Coastal Zone Management, 24 CFR 55.2(b)(8).</i>
Water Quality - Aquifers	X						Project sites are located in a sole source aquifer. Work will have no negative impact on aquifer as scope is limited to rehab. <i>Source: EPA NE: Drinking Water - Sole Source Aquifer Program.</i>
Endangered Species	X						Fish and Wildlife will be consulted if project affects a listed or proposed species or habitat. <i>Source: NE Region Endangered Species listing</i>
Wild and Scenic Rivers	X						No new construction or acquisition of undeveloped land. No rivers in the target areas are listed. <i>Source: <a href="http://www.mass.gov/dfwele/river/programs/wildandscenic/index">http://www.mass.gov/dfwele/river/programs/wildandscenic/index</a>.</i>
Air Quality	X						Project does not meet the threshold levels for compliance established by MEPA. <i>Source: <a href="http://www.mass.gov/envir/mepa/">www.mass.gov/envir/mepa/</a></i>
Farmlands Protection	X						No project under consideration is subject to the Farmland Protection Act. <i>Source: <a href="http://www.nrcs.usda.gov/programs/fppa/">www.nrcs.usda.gov/programs/fppa/</a></i>
Manmade Hazards:							
Thermal/Explosive		X					A visual assessment will be made within 1 mile radius of each project under consideration. No increased density is anticipated. <i>Source: 24 CFR Part 51 (c)</i>
Noise		X					Each project will be reviewed for noise-generating sources. Impact is unlikely for HR projects. <i>Source: 24 CFR Part 51 Subpart B.</i>
Airport Clear Zones	X						Selected sites will not be located within 2500' of runway end or airport clear zone of local airport. <i>Source: 24CFR Part 51 D</i>
Toxic Sites	X						Selected sites will be free of hazardous materials, contamination, toxic chemicals and gasses, and radioactive substances. Visual Assessment will be made on each site. <i>Source: EPA Superfund list, CERCLA, MEPA</i>
Environmental Justice	X						No acquisition, development or new construction in any HR project. All units are existing and scattered site. Minorities are recruited and positive impact on LMI households. <i>Source: Executive Order 12898</i>

\* Attach evidence that required actions have been taken.

### Statutory Checklist

Federal Laws and Authorities listed at Sec. 58.6 and  
Permits, Licenses, Forms of Compliance Under Other Laws - Federal, State and Local

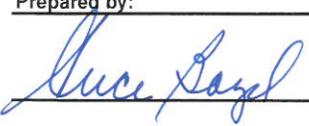
**Project Name and Identification No.**

FY 15 Town of Truro Housing Rehab

<p><b>Other Areas of Statutory and Regulatory Compliance Applicable to Project</b></p>	Not Applicable to This Project	Consultation Required*	Review Required*	Permits Required*	Determination of consistency Approvals, Permits Obtained*	Conditions and/or Mitigation	<p>Provide compliance documentation. Additional material may be attached.</p>
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Federal Requirements							
Flood Insurance - 58.6(a)		X					Flood insurance is required on any project site within a flood plain based upon the individual FEMA floodplain map. <i>Source: 24CFR 55.2 (b)(8).</i>
Coastal Barriers - 58.6(b)	X						No projects are considered if they are located in a Coastal Barrier. <i>Source: Mass Office of Coastal Zone Management, 24 CFR 55.2(b)(8), 58.6(b).</i>
Airport Clear Zone Notification - 58.6(c)	X						Selected sites will not be located within 2500' of runway end or airport clear zone of local airport. <i>Source: 24CFR Part 51 D; 58.6(c)</i>
Water Quality	X						Work will have no negative impact on water quality. <i>Source: EPA NE</i>
Solid Waste Disposal	X						Solid waste disposal will be enhanced by the replacement of failing septics. Permits will be secured and appropriate agencies contacted. <i>Source: Local Health Department and Conservation Commission</i>
Fish and Wildlife	X						No project will have an impact on fish and wildlife. All projects are rehab of existing structures in current residential dwellings. <i>Source: visual assessment.</i>

State or Local Statutes (to be added by Responsible Entity)							

**Prepared by:**  
  
 \_\_\_\_\_

**Title**  
 \_\_\_\_\_  
 Grant Administrator  
 \_\_\_\_\_  
 Environmental Certifying Officer  
 \_\_\_\_\_

**Date:** 10/11/15



October 11, 2015

**TO ALL INTERESTED PERSONS AND AGENCIES**

SUBJECT: Required Environmental Review for the following project:

Town of Truro Regional Housing Rehab CDBG Grant

The Town of Truro, Massachusetts is proposing to utilize funds from the U.S. Department of Housing and Urban Development (HUD) and the Massachusetts Department of Housing and Community Development (DHCD) for the above named project.

As indicated in the attached public notice, the Town has completed the environmental review which is available at Town Hall for public inspection.

Please feel free to contact me if you have any questions regarding environmental reviews on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Boyd', is written above the title 'Grant Administrator'.

Grant Administrator

Regional Environmental Officer  
U.S. Department of HUD  
10 Causeway Street  
Boston, MA 02222-1092

Massachusetts CZM  
3225 Main Street  
Barnstable, MA 02630

Regional Environmental Officer  
U.S. Department of HUD  
10 Causeway Street  
Boston, MA 02222-1092

Massachusetts CZM  
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Massachusetts CZM  
3225 Main Street  
Barnstable, MA 02630

Director  
Environmental Review Division  
Environmental Protection Agency  
JFK Building  
Boston, MA 02203

Ms. Cara Metz, SHPO  
Mass Historic Commission  
220 Morrissey Blvd  
Boston, MA 02125

Director  
Environmental Review Division  
Environmental Protection Agency  
JFK Building  
Boston, MA 02203

Ms. Cara Metz, SHPO  
Mass Historic Commission  
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Mass Historic Commission  
220 Morrissey Blvd  
Boston, MA 02125

Cheryl Andrews-Maltais  
Historic Preservation Officer  
Wampanoag Tribe of Aquinnah  
20 Black Brook Road  
Aquinnah, MA 02535-1546

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Aquinnah, MA 02535-1546

Cheryl Andrews-Maltais  
Historic Preservation Officer  
Wampanoag Tribe of Aquinnah  
20 Black Brook Road  
Aquinnah, MA 02535-1546



# 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 Nardone  
Mass DHCD  
100 Cambridge Street, Suite 300  
Boston, MA 02114

October 27, 2015

RE: FY15 SPECIAL CONDITIONS

Dear Mr. Nardone:

The following is the Town of Truro's response to the FY15 Special Conditions:

1. Coordination with Weatherization Assistance Program

*The Housing Rehab Program Director and Rehab Specialist continue to work with the local Weatherization Assistance Program regarding cross-sharing and joint scheduling of projects*

2. Civil Rights Compliance

*The Town is aware of a pending civil rights matter concerning Truro's jurisdiction and is confident that the matter is being resolved in a fair and equitable manner in accordance with all state and federal laws*

On behalf of the town of Truro we look forward to working with you to successfully implement the FY15 grant-funded programs. Please contact our grant administrator Alice Boyd if you require additional information.

Sincerely,

Paul C. Wisotzky, Chairman  
Truro Board of Selectmen



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Truro Police Department

**REQUESTOR:** Chief Kyle Takakjian

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** Emergency Medical Director of Emergency Medical Dispatch Services Agreement

**EXPLANATION:** In order for the 911 dispatch center to continue providing emergency medical dispatch services to callers (medical directions – choking, bleeding, CPR etc.) on the phone, a medical director is required per 560 C.M.R. 5.00. This individual provides program oversight, quality control and training to the dispatch staff. Additionally, they provide the required case reviews each year for State 911 compliance.

**FINANCIAL SOURCE (IF APPLICABLE):** State 911 Grant funds

**IMPACT IF NOT APPROVED:** The Town of Truro would be required to contract out emergency medical dispatch functions to private companies, resulting in additional links within a 911 call. Transferring panicked callers to additional agencies/individuals during such critical calls just increases the chances of failure.

**SUGGESTED ACTION:** *Motion to approve the Emergency Medical Director of Emergency Medical Dispatch Services Agreement, for the period of July 1, 2015 through June 30<sup>th</sup> 2016, and authorize the chair to sign.*

**ATTACHMENTS:**

- 1. Emergency Medical Director of Emergency Medical Dispatch Services Agreement

**Services Agreement**

**Emergency Medical Director of Emergency Medical Dispatch**

This Services Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2015, by and between Cape Cod Hospital (“Hospital”), Cape & Islands Emergency Medical Services System, Inc. (“CIEMSS”), and the Town of Truro, a provider of emergency medical dispatch services for/on Cape Cod and/or the Islands of Nantucket and/or Martha’s Vineyard (the “Dispatch Center”).

WHEREAS, the Dispatch Center desires to obtain the services of an Emergency Medical Director to meet the regulatory requirements established pursuant to 560 Code of Massachusetts Regulations Section 5.00, *et seq.*, hereinafter 560 C.M.R. 5.00, *et seq.*, and the Hospital and CIEMSS desire to support the continued provision of quality emergency medical services across Cape Cod and the Islands, it is mutually agreed as follows:

**1. TERMS**

- a. The term of this Agreement shall be for the period of one (1) year, effective July 1, 2015, through June 30, 2016, subject to further termination provisions set forth in this Agreement. Unless terminated, this Agreement will automatically renew for successive one (1) year terms commencing on the first (1<sup>st</sup>) day of July each year and ending on the thirtieth (30<sup>th</sup>) day of June the following year.
- b. This Agreement may be terminated by the Hospital or CIEMSS without cause on sixty (60) days’ written notice to the other parties. The Dispatch Center may choose to end its participation under this Agreement on sixty (60) days’ advance written notice to the Hospital and CIEMSS.

**2. THE HOSPITAL SHALL**

- a. Make arrangements for the services of an Emergency Medical Director, who will be responsible for providing and/or overseeing the following tasks:
  - i. Review and approve the Dispatch Center’s vendor choices with regard to their Emergency Medical Dispatch Protocol Reference Systems (“EMDPRS”);
  - ii. Approve the Dispatch Center’s requested modifications of its EMDPRS only when clinically appropriate and where significant medical necessities exist to

improve the Dispatch Center's delivery of medical dispatch services and in accordance with the Medical Director's professional judgment;

- iii. Provide oversight to CIEMSS's provision of quality control services to the Dispatch Center;
- iv. Make recommendations to the Dispatch Center to discharge emergency medical dispatch personnel whenever such personnel fail to maintain any certification required by 560 C.M.R. 5.00, *et seq.* or whenever such personnel deviate from the Dispatch Center's EMDPRS;
- v. Attend an annual meeting with CIEMSS and the Dispatch Center and provide recommendations, if any, for the improvement of the Dispatch Center's medical dispatch programs.

### **3. CAPE & ISLANDS EMERGENCY MEDICAL SERVICES SYSTEM SHALL**

- a. Provide quality control services for the Dispatch Center's emergency medical dispatch program, including but not limited to:
  - i. Regularly reviewing the Dispatch Center's medical calls for compliance with the EMDPRS; and
  - ii. Recommending personnel, training, or other changes to the Dispatch Center's emergency medical dispatch programs to ensure the optimal performance and provision services of the Dispatch Center's programs.
- b. Coordinate quarterly meetings / training sessions between CIEMSS, the Medical Director and the Dispatch Center.

### **4. THE DISPATCH CENTER SHALL**

- a. Strictly comply at all times with the provisions of 560 C.M.R. 5.00, *et seq.*;
- b. Only allow individuals who meet the definitions of enhanced 911 Telecommunicators and certified emergency medical dispatchers, as those terms are defined within 560 C.M.R. 5.03 to answer or field 911 telephone calls;

- c. Ensure the certification of 911 enhanced communicators meets the requirements of 560 C.M.R. 5.04 on an ongoing and continuous basis;
- d. If the Dispatch Center is a Public Safety Answering Point, strictly comply with the legal requirements set forth at 560 C.M.R. 5.05;
- e. Strictly comply with any quality assurance, improvement, or management recommendations made by CIEMSS;
- f. Obtain and maintain approval from the Massachusetts State 911 Department as a certified emergency medical dispatch resource, as outlined in 560 C.M.R. 5.08, where applicable;
- g. Ensure the certification of emergency medical dispatchers meets the requirements of 560 C.M.R. 5.07 on an ongoing and continuous basis;
- h. Strictly comply with the call handling procedures outlined in 560 C.M.R. 5.10;
- i. Strictly comply with the recordkeeping procedures outlined in 560 C.M.R. 5.11;
- j. Use only vendors approved by the Massachusetts State 911 Department for EMDPRS and not modify or diverge from any protocol at any time without the prior written approval of the Medical Director;
- k. Use only vendors approved by CIEMSS or the Medical Director for emergency medical dispatch personnel training and certification and recertification courses.
- l. Implement promptly all medical dispatch program recommendations of CIEMSS and the Medical Director, which pertain to personnel, training and the EMDPRS;
- m. Establish an emergency medical dispatch oversight committee to perform quality assurance and improvement in accordance with the recommended practice of the Dispatch Center's chosen EMDPRS vendor and the Massachusetts State 911 Department; and
- n. Appoint an emergency medical dispatch manager, who shall promptly report to the Medical Director and CIEMSS in writing any identified practices that vary from 560

C.M.R. 5.00, *et seq.* and any unusual or significant occurrences that arise in their Dispatch Center during the provision of emergency medical dispatch services.

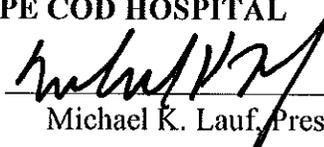
- o. Pay to CIEMSS an annual stipend of \$4,285.71 in connection with the Medical Director functions associated with this Agreement.

**5. MISCELLANEOUS**

- a. Any of the provisions of this Agreement may be modified from time to time only by the written consent of the parties without in any way affecting the remainder of the Agreement's provisions.
- b. The Dispatch Center shall hold harmless and indemnify the Medical Director, the Hospital and CIEMSS from any and all suits, claims, demands, or judgments in any way arising out of the Medical Director's services or otherwise arising by virtue of any of their duties or responsibilities under this Agreement.

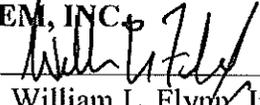
IN WITNESS WHEREOF, the parties hereunto affix their names this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**CAPE COD HOSPITAL**

By:   
Michael K. Lauf, President/CEO

Acknowledged by:   
Evan Weinstein, M.D.  
Emergency Medical Services, Medical Director

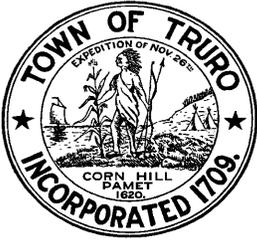
**CAPE & ISLANDS EMERGENCY MEDICAL SERVICES SYSTEM, INC.**

By:   
William L. Flynn, Jr., NRP, Director

**Truro Dispatch Center Representative**

By: \_\_\_\_\_

Name/Title \_\_\_\_\_



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administrative Office

**REQUESTOR:** Noelle Scoullar, on Behalf of Crown Castle

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** Consent letter for Modification of Cell Tower/Fiber at Public Safety Facility

**EXPLANATION:** The existing lease that the Town has with AT&T for the public safety facility cell tower requires that the “Lessor”, the Town, consent to modifications of the equipment on the tower prior to the work being initiated. The consents do not approve the actual work, any appropriate Planning Board approvals or Building Permits must first be obtained prior to work commencing.

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

**IMPACT IF NOT APPROVED:** This approval, in accordance with the lease, cannot be unreasonably withheld and if withheld would cause the Town to violate its lease agreement.

**SUGGESTED ACTION:** *MOTION TO approve the consent letters for modification and to authorize the Chair to sign the consents.*

**ATTACHMENTS:**

1. Crown Castle consent letters for modification and fiber



Crown Castle  
3530 Toringdon Way  
Suite 300  
Charlotte, NC 28277

Shannon Hough  
Tel (704) 405-6593  
Fax (724) 416-6496  
www.crowncastle.com

September 15, 2015

VIA EMAIL

Town of Truro  
P.O. Box 2012  
Truro, MA 02666

Re: 841273 / TRURO/ 344 ROUTE 6, NORTH TRURO, MA 02652  
Wireless Communications Facilities Lease Agreement dated March 7, 2000, as modified by Assignment and Assumption of Lease Agreement dated June 9, 2004 ("Lease"), between The Town of Truro, Massachusetts ("Landlord") and NCWPCS MPL 24-Year Sites Tower Holdings LLC, successor in interest to Cingular Wireless ("Tenant"), by CCATT LLC ("CCATT"), Tenant's Attorney in Fact.  
**Consent for Fiber/ App # 284056**

Dear Landlord:

Pursuant to an agreement between NCWPCS MPL 24 - Year Sites Tower Holdings LLC, successor in interest to New Cingular Wireless PCS, LLC ("AT&T") and CCATT LLC ("CCATT"), CCATT manages and operates the tower site that is subject to the Lease on behalf of AT&T. CCATT is a Crown Castle company. CCATT and its affiliates and subsidiaries own and operate shared wireless communication facilities.

In order to better serve the public and minimize the amount of towers in an area where this property is located, AT&T plans to run new fiber utilities at the wireless communication facility.

AT&T has authorized CCATT to contact you and request consent to the modification of existing equipment. Pursuant to Paragraph (1) of the Lease, AT&T is required to obtain your consent. Therefore, CCATT, on behalf of AT&T, respectfully requests your consent to this modification.

Please indicate your consent by executing this letter where indicated below and return a copy to me via fax or email.

Thank you for your continued cooperation with Crown Castle. If you have any questions concerning this issue, please contact: Shannon Hough at (704) 405-6593 or [shannon.hough@crowncastle.com](mailto:shannon.hough@crowncastle.com).

Your truly,

  
Shannon Hough  
Real Estate Specialist -East Area

Agreed and accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Lessor's signature)



Crown Castle  
3530 Toringdon Way  
Suite 300  
Charlotte, NC 28277

Shannon Hough  
Tel (704) 405-6593  
Fax (724) 416-6496  
www.crowncastle.com

September 15, 2015

VIA EMAIL

Town of Truro  
P.O. Box 2012  
Truro, MA 02666

Re: 841273 / TRURO/ 344 ROUTE 6, NORTH TRURO, MA 02652  
Wireless Communications Facilities Lease Agreement dated March 7, 2000, as modified by Assignment and Assumption of Lease Agreement dated June 9, 2004 ("Lease"), between The Town of Truro, Massachusetts ("Landlord") and NCWPCS MPL 24-Year Sites Tower Holdings LLC, successor in interest to Cingular Wireless ("Tenant"), by CCATT LLC ("CCATT"), Tenant's Attorney in Fact.  
**Consent for Modification / App # 287152**

Dear Landlord:

Pursuant to an agreement between NCWPCS MPL 24 - Year Sites Tower Holdings LLC, successor in interest to New Cingular Wireless PCS, LLC ("AT&T") and CCATT LLC ("CCATT"), CCATT manages and operates the tower site that is subject to the Lease on behalf of AT&T. CCATT is a Crown Castle company. CCATT and its affiliates and subsidiaries own and operate shared wireless communication facilities.

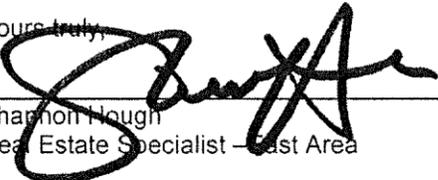
In order to better serve the public and minimize the amount of towers in an area where this property is located, AT&T plans to modify its equipment at the wireless communication facility.

AT&T has authorized CCATT to contact you and request consent to the modification of existing equipment. Pursuant to Paragraph (1) of the Lease, AT&T is required to obtain your consent. Therefore, CCATT, on behalf of AT&T, respectfully requests your consent to this modification.

Please indicate your consent by executing this letter where indicated below and return a copy to me via fax or email.

Thank you for your continued cooperation with Crown Castle. If you have any questions concerning this issue, please contact: Shannon Hough at (704) 405-6593 or [shannon.hough@crowncastle.com](mailto:shannon.hough@crowncastle.com).

Yours truly,

  
Shannon Hough  
Real Estate Specialist - East Area

Agreed and accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Lessor's signature)



Crown Castle  
3530 Toringdon Way  
Suite 300  
Charlotte, NC 28277

Shannon Hough  
Tel (704) 405-6593  
Fax (724) 416-6496  
www.crowncastle.com

October 15, 2015

VIA EMAIL

Town of Truro  
P.O. Box 2012  
Truro, MA 02666

Re: 841273 / TRURO/ 344 ROUTE 6, NORTH TRURO, MA 02652  
Wireless Communications Facilities Lease Agreement dated March 7, 2000, as modified by Assignment and Assumption of Lease Agreement dated June 9, 2004 ("Lease"), between The Town of Truro, Massachusetts ("Landlord") and NCWPCS MPL 24-Year Sites Tower Holdings LLC, successor in interest to Cingular Wireless ("Tenant"), by CCATT LLC ("CCATT"), Tenant's Attorney in Fact.  
**Consent for Modification / App # 312788**

Dear Landlord:

Pursuant to an agreement between NCWPCS MPL 24 - Year Sites Tower Holdings LLC, successor in interest to New Cingular Wireless PCS, LLC ("AT&T") and CCATT LLC ("CCATT"), CCATT manages and operates the tower site that is subject to the Lease on behalf of AT&T. CCATT is a Crown Castle company. CCATT and its affiliates and subsidiaries own and operate shared wireless communication facilities.

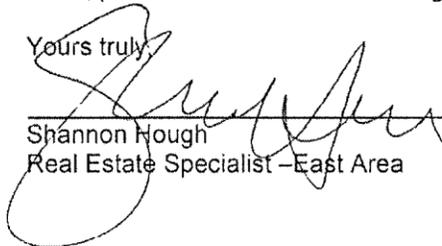
In order to better serve the public and minimize the amount of towers in an area where this property is located, AT&T plans to modify Verizon Wireless's equipment at the wireless communication facility. Verizon will be replacing ten (10) existing antennas with ten (10) new antennas. They will be adding six (6) RRHs, two (2) junction boxes, and two (2) fiber lines. There will be no changes to the ground space. Final configuration will be twelve (12) antennas, eighteen (18) coax, two (2) fiber cables, six (6) RRHs, and (2) junction boxes.

AT&T has authorized CCATT to contact you and request consent to the modification of existing equipment. Pursuant to Paragraph (1) of the Lease, AT&T is required to obtain your consent. Therefore, CCATT, on behalf of AT&T, respectfully requests your consent to this modification.

Please indicate your consent by executing this letter where indicated below and return a copy to me via fax or email.

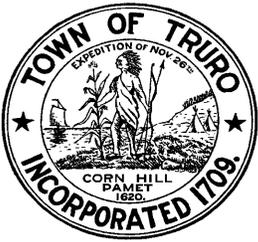
Thank you for your continued cooperation with Crown Castle. If you have any questions concerning this issue, please contact: Shannon Hough at (704) 405-6593 or [shannon.hough@crowncastle.com](mailto:shannon.hough@crowncastle.com).

Yours truly,

  
Shannon Hough  
Real Estate Specialist - East Area

Agreed and accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Lessor's signature)



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Truro Police Department

**REQUESTOR:** Chief Kyle Takakjian

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** State of Massachusetts 911 Grants

**EXPLANATION:** The States 911 Department provides the Town of Truro with two grant opportunities: 1) Emergency Medical Dispatch (EMD) and Training Grant in the amount of \$14,285.71 and 2) Public Safety Answering Point (PSAP) Support and Incentive Grant in the amount of \$13,016.00. Both grants total \$27,301.71. The grants provide funding for initial and in-service training, and associated travel and overtime expenses, overtime costs associated with dispatch training, vacation and operational coverage, Emergency Medical Dispatch Medical Director Contract, and program oversight associated with support of the joint Police and Fire/EMS Dispatch Center for the Town of Truro.

**FINANCIAL SOURCE (IF APPLICABLE):** State of Massachusetts 911 Department

**IMPACT IF NOT APPROVED:** Loss of Grant Revenue to the Town of Truro

**SUGGESTED ACTION:** *Motion to approve and authorize the Chair to sign the Training Grant and Medical Dispatch (EMD)/Regulatory Compliance Grant Application in the amount of \$14,285.71, and the Public Safety Answering Point (PSAP) and Regional Emergency Communication Center Support and Incentive Grant Application in the amount of \$13,016.00.*

**ATTACHMENTS:**

1. Grant packages

Commonwealth of Massachusetts

Executive Office of Public Safety and Security  
State 911 Department



State 911 Department

Training Grant and EMD/Regulatory Compliance Grant Application

Fiscal Year 2016

All applications shall be mailed or hand delivered.

**All applications must be received by 5:00 P.M. on Friday, April 1, 2016.**

## Application Checklist

- Signed and Dated Training Grant and EMD/Regulatory Compliance Grant Application Page
- Completed Training Grant Budget Worksheet; to include requested funding by category and narrative
- Completed EMD/Regulatory Compliance Grant Budget Worksheet, if applicable, to include requested funding by category and narrative
- Completed EMD/Regulatory Compliance Grant Narrative and budget Worksheet, if applicable
- Completed Appendix A – Listing of Certified Telecommunicators
- Completed Authorized Signatory Listing Page
- Completed and Notarized Proof of Authentication of Signature Page
- Signed and Dated Standard Contract Page

All applications with original signatures shall be submitted to:

State 911 Department  
1380 Bay Street, Building C  
Taunton, MA 02780

FY 2016 Training Grant and EMD/Regulatory Compliance Grant

Name of City/Town/Municipality Town of Truro  
Address 344 Route 6, PO Box 995  
City/Town/Zip Truro, MA 02666  
Telephone Number (508) 487-8730  
Website www.truropolice.org

Name of Eligible Entity Truro Police Department  
Name/Title of Authorized Signatory **Paul Wisotzky, Chairman Board of Selectmen**  
**Kyle Takakjian, Chief of Police**  
**Heidi A. Dyer, Communications Supervisor**

Address (if different from above) SAME  
Telephone Number (508) 487-8730  
Fax Number (508) 487-8736  
E-mail Address takakjian@truropolice.org  
Program/Contract Manager Kyle Takakjian Chief of Police

Heidi A. Dyer, Comm Supervisor  
Telephone Number (508) 487-8730  
Fax Number (508) 487-8736  
E-mail Address takakjian@truropolice.org, dyer@truropolice.org

**Requested Funding:**

Training Grant Funds	\$ <u>10,000 .00</u>
EMD/Regulatory Compliance Grant Funding	\$ <u>4,285.71</u>
<b>Total Funds Requested</b>	<b>\$ <u>14,285.71</u></b>

Applicant meets the EMD requirements established by the State 911 Department as follows  
(Complete either 1 or 2)

1)  Provide EMD utilizing in-house certified emergency medical dispatchers using  
 APCO EMDPRS  PowerPhone EMDPRS  Priority Dispatch EMDPRS

2)  Provide EMD utilizing a certified EMD Resource  
Name of Certified EMD Resource: \_\_\_\_\_

Protocol being utilized:

APCO EMDPRS  PowerPhone EMDPRS  Priority Dispatch EMDPRS

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the application packet.

Signed under the penalties of perjury this 24 day of August, 2015.

Kyle Takakjian  
Original Signature of Authorized Signatory (Blue Ink)

## FY 2016 Training Grant Budget Worksheet

Funding Category	Amount Requested	Narrative – Provide details on funding request
<b>A. Fees</b>	\$ 4,000.00	FEES ASSICUATED WITH ATTENDANCE AT APPROVED 911 TRAINING COURSES FOR CERTIFIED TELECOMMUNICATORS (OR THOSE WORKING TOWARD CERTIFICATION) FOR TRAINING AND CERTIFICATION COMPLIANCE, TO INCLUDE 16 HOURS OF CONTINUING ED
<b>B.1. Personnel</b>	\$ 4,000.00	OVERTIME FOR PARTICIPANTS, REPLACEMENT COSTS ASSOCIATED WITH PARTICIPANT ATTENDANCE, STRAIGHT-TIME FOR PART-TIME PER DIEM FOR PARTICIPATION OR REPLACEMENT, ASSOCIATED WITH TRAINING AND CERTIFICATION COMPLIANCE TO INCLUDE 16 HOURS OF CONTINUING EDUCATION
<b>B.2. Fringe and/or Indirect costs associate with Personnel Costs</b>	\$	
<b>C. Training Software and other products</b>	\$	
<b>D. Lodging</b>	\$ 2,000.00	
<b>Total Amount of Training Grant Funding Requested</b>	<b>\$ 10,000.00</b>	

In order to receive reimbursement for allowable expenses relating to EMD and/or Quality Assurance of EMD programs, the applicant shall select and use a single EMD certification organization and a single EMDPRS.

Except as otherwise expressly noted herein for allowable expenses for administrator backroom training and for attendance at the State 911 Department Dispatch Academy, funding for the State 911 Department Training Grant shall first be used to meet minimum training and certification requirements for enhanced 911 telecommunicators and minimum requirements governing emergency medical dispatch established by the State 911 Department, and funding may be used for other purposes only after funding has been used to meet such requirements.

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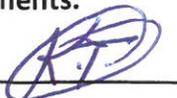
## FY 2016 EMD/Regulatory Compliance Grant Budget Worksheet

Funding Category	Amount Requested	Narrative – Provide details on funding request
A. Fees	\$	
B.1. Personnel	\$	
B.2. Fringe and/or Indirect costs associate with Personnel Costs	\$	
C. Training Software and other products	\$	
D. Lodging	\$	
E. Certified EMD Resource	\$	Name of CEMDR:  <b>(Attached copy of contract with CEMDR)</b>
F. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services	\$ 4,285.71	FEE FOR MEDICAL DIRECTOR RELATING TO QUALITY ASSURANCE OF EMD IN COPLIANC WITH 560 CMR 5.0 SEE ATTACHED CONTRACT
<b>Total Amount of EMD/Regulatory Compliance Grant Funding Requested</b>	<b>\$ 4,285.71</b>	

Grant applicants seeking supplemental funding under the State 911 Department EMD/Regulatory Compliance Grant shall complete a project narrative. Applicants shall state good cause why supplemental funding should be awarded (e.g., training/certification of unanticipated new hire; unanticipated increase in contractual obligation, etc.) and shall include any and all additional information that further supports the request for such supplemental funding. (i.e., spreadsheet/worksheet attachment). A sample spreadsheet/attachment is posted on the State 911 Department website at [www.mass.gov/e911](http://www.mass.gov/e911).

Except as otherwise expressly noted herein for allowable expenses for administrator backroom training and for attendance at the State 911 Department Dispatch Academy, funding for the State 911 Department Training Grant shall first be used to meet minimum training and certification requirements for enhanced 911 telecommunicators and minimum requirements governing emergency medical dispatch established by the State 911 Department, and funding may be used for other purposes only after funding has been used to meet such requirements.

Initial Here: \_\_\_\_\_



## Services Agreement

### **Emergency Medical Director of Emergency Medical Dispatch**

This Services Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2015, by and between Cape Cod Hospital (“Hospital”), Cape & Islands Emergency Medical Services System, Inc. (“CIEMSS”), and the **Town of Truro**, a provider of emergency medical dispatch services for/on Cape Cod and/or the Islands of Nantucket and/or Martha’s Vineyard (the “Dispatch Center”).

WHEREAS, the Dispatch Center desires to obtain the services of an Emergency Medical Director to meet the regulatory requirements established pursuant to 560 Code of Massachusetts Regulations Section 5.00, *et seq.*, hereinafter 560 C.M.R. 5.00, *et seq.*, and the Hospital and CIEMSS desire to support the continued provision of quality emergency medical services across Cape Cod and the Islands, it is mutually agreed as follows:

#### **1. TERMS**

- a. The term of this Agreement shall be for the period of one (1) year, effective July 1, 2015, through June 30, 2016, subject to further termination provisions set forth in this Agreement. Unless terminated, this Agreement will automatically renew for successive one (1) year terms commencing on the first (1<sup>st</sup>) day of July each year and ending on the thirtieth (30<sup>th</sup>) day of June the following year.
- b. This Agreement may be terminated by the Hospital or CIEMSS without cause on sixty (60) days’ written notice to the other parties. The Dispatch Center may choose to end its participation under this Agreement on sixty (60) days’ advance written notice to the Hospital and CIEMSS.

#### **2. THE HOSPITAL SHALL**

- a. Make arrangements for the services of an Emergency Medical Director, who will be responsible for providing and/or overseeing the following tasks:
  - i. Review and approve the Dispatch Center’s vendor choices with regard to their Emergency Medical Dispatch Protocol Reference Systems (“EMDPRS”);
  - ii. Approve the Dispatch Center’s requested modifications of its EMDPRS only when clinically appropriate and where significant medical necessities exist to

improve the Dispatch Center's delivery of medical dispatch services and in accordance with the Medical Director's professional judgment;

- iii. Provide oversight to CIEMSS's provision of quality control services to the Dispatch Center;
- iv. Make recommendations to the Dispatch Center to discharge emergency medical dispatch personnel whenever such personnel fail to maintain any certification required by 560 C.M.R. 5.00, *et seq.* or whenever such personnel deviate from the Dispatch Center's EMDPRS;
- v. Attend an annual meeting with CIEMSS and the Dispatch Center and provide recommendations, if any, for the improvement of the Dispatch Center's medical dispatch programs.

### **3. CAPE & ISLANDS EMERGENCY MEDICAL SERVICES SYSTEM SHALL**

- a. Provide quality control services for the Dispatch Center's emergency medical dispatch program, including but not limited to:
  - i. Regularly reviewing the Dispatch Center's medical calls for compliance with the EMDPRS; and
  - ii. Recommending personnel, training, or other changes to the Dispatch Center's emergency medical dispatch programs to ensure the optimal performance and provision services of the Dispatch Center's programs.
- b. Coordinate quarterly meetings / training sessions between CIEMSS, the Medical Director and the Dispatch Center.

### **4. THE DISPATCH CENTER SHALL**

- a. Strictly comply at all times with the provisions of 560 C.M.R. 5.00, *et seq.*;
- b. Only allow individuals who meet the definitions of enhanced 911 Telecommunicators and certified emergency medical dispatchers, as those terms are defined within 560 C.M.R. 5.03 to answer or field 911 telephone calls;

- c. Ensure the certification of 911 enhanced communicators meets the requirements of 560 C.M.R. 5.04 on an ongoing and continuous basis;
- d. If the Dispatch Center is a Public Safety Answering Point, strictly comply with the legal requirements set forth at 560 C.M.R. 5.05;
- e. Strictly comply with any quality assurance, improvement, or management recommendations made by CIEMSS;
- f. Obtain and maintain approval from the Massachusetts State 911 Department as a certified emergency medical dispatch resource, as outlined in 560 C.M.R. 5.08, where applicable;
- g. Ensure the certification of emergency medical dispatchers meets the requirements of 560 C.M.R. 5.07 on an ongoing and continuous basis;
- h. Strictly comply with the call handling procedures outlined in 560 C.M.R. 5.10;
- i. Strictly comply with the recordkeeping procedures outlined in 560 C.M.R. 5.11;
- j. Use only vendors approved by the Massachusetts State 911 Department for EMDPRS and not modify or diverge from any protocol at any time without the prior written approval of the Medical Director;
- k. Use only vendors approved by CIEMSS or the Medical Director for emergency medical dispatch personnel training and certification and recertification courses.
- l. Implement promptly all medical dispatch program recommendations of CIEMSS and the Medical Director, which pertain to personnel, training and the EMDPRS;
- m. Establish an emergency medical dispatch oversight committee to perform quality assurance and improvement in accordance with the recommended practice of the Dispatch Center's chosen EMDPRS vendor and the Massachusetts State 911 Department; and
- n. Appoint an emergency medical dispatch manager, who shall promptly report to the Medical Director and CIEMSS in writing any identified practices that vary from 560

C.M.R. 5.00, *et seq.* and any unusual or significant occurrences that arise in their Dispatch Center during the provision of emergency medical dispatch services.

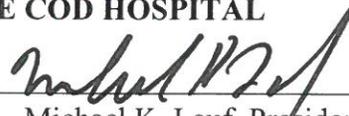
- o. Pay to CIEMSS an annual stipend of **\$4,285.71** in connection with the Medical Director functions associated with this Agreement.

**5. MISCELLANEOUS**

- a. Any of the provisions of this Agreement may be modified from time to time only by the written consent of the parties without in any way affecting the remainder of the Agreement's provisions.
- b. The Dispatch Center shall hold harmless and indemnify the Medical Director, the Hospital and CIEMSS from any and all suits, claims, demands, or judgments in any way arising out of the Medical Director's services or otherwise arising by virtue of any of their duties or responsibilities under this Agreement.

IN WITNESS WHEREOF, the parties hereunto affix their names this \_\_\_\_ day of \_\_\_\_\_ 2015.

**CAPE COD HOSPITAL**

By:   
Michael K. Lauf, President/CEO

Acknowledged by:   
Evan Weinstein, M.D.  
Emergency Medical Services, Medical Director

**CAPE & ISLANDS EMERGENCY MEDICAL SERVICES SYSTEM, INC.**

By:   
William L. Flynn, Jr., NRP, Director

**Truro Dispatch Center Representative**

By: \_\_\_\_\_

Name/Title \_\_\_\_\_

# FY 2016 Training Grant and EMD/Regulatory Compliance Grant

## Appendix A: LISTING OF CERTIFIED TELECOMMUNICATORS

**PSAP Name:** TRURO POLICE DEPARTMENT

Last Name, First Name (please list in alphabetical order)	Please indicate Full (F) or Part- Time (P)	Hourly Pay Rate	Overtime Pay Rate
BRAGDON, JAMES	F	27.17	42.77
BRESNAHAN, BRONWYN	F	26.23	43.50
CALDWELL, TIMOTHY	F	26.23	41.57
DYER, HEIDI	F	26.94	44.81
HOBBS, DAVID GREGGORY	F	28.07	43.40
MASTRIANNA, JACQUELYNE	F	27.08	44.03
PINARGOTE, HEATHER	P	22.69	34.04
TOBIA, LISA	P	22.69	34.04
WHEELER, MARTHA	F	26.23	41.93
VALLI, JEREMIAH	F	32.04	48.21
<b>New personnel in the Process of Obtaining Certification as an Enhanced 911 Telecommunicator</b>			

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a): <b>Town of Truro, Police Department</b>	<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department <b>MMARS Department Code:</b> EPS
<b>Legal Address: (W-9, W-4, T&amp;C):</b> 24 Town Hall Road, Truro, MA 02666	<b>Business Mailing Address:</b> 1380 Bay Street, Building C, Taunton, MA 02780
<b>Contract Manager:</b> Kyle Takakjian, Chief of Police	<b>Billing Address (if different):</b>
<b>E-Mail:</b> takakjian@truropolice.org	<b>Contract Manager:</b> Cindy Reynolds
<b>Phone:</b> 508-487-8730 <b>Fax:</b> 508-487-8736	<b>E-Mail:</b> 911DeptGrants@state.ma.us
<b>Contractor Vendor Code:</b>	<b>Phone:</b> 508-821-7299 <b>Fax:</b> 508-828-2585
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address ID must be set up for <a href="#">EFT</a> payments.)	<b>MMARS Doc ID(s):</b> CT EPS GRNT <b>RFR/Procurement or Other ID Number:</b> FY16 Training/EMD/Regulatory Compliance Grant
<p style="text-align: center;"><input checked="" type="checkbox"/> <b>NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <b>new</b> Total if Contract is being amended). \$ _____.	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>Contract is for the reimbursement of funds under the State 911 Department FY2016 Training and EMD/Regulatory Compliance Grant as authorized and awarded in compliance with grant guidelines and grantee's approved application.</b>	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input checked="" type="checkbox"/> 3. were incurred as of <b>July 1, 2015</b> , a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2016</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ <b>Date:</b> _____ (Signature and Date Must Be Handwritten At Time of Signature) <b>Print Name:</b> Paul Wistozky <b>Print Title:</b> Chairman, Board of Selectmen	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ <b>Date:</b> _____ (Signature and Date Must Be Handwritten At Time of Signature) <b>Print Name:</b> Frank Pozniak <b>Print Title:</b> Executive Director

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

**Contractor Legal Name:**

**Contractor Vendor/Customer Code:**

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul Wisotzky	Chairman, Board of Selectmen
Kyle Takakjian	Chief of Police
Heidi A Dyer	Communications Supervisor

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title: Chairman, Board of Selectmen

Telephone: 508-349-7004

Fax: 508-349-5505

Email:pwisotzky@truro-ma.gov

[Listing cannot be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

**Contractor Legal Name:**

**Contractor Vendor/Customer Code:**

**PROOF OF AUTHENTICATION OF SIGNATURE**

**This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing. State 911 Department requires this document for each Signatory. This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.**

Signatory's full legal name (print or type): Paul Wistozky

Title: Chairman, Board of Selectmen

X \_\_\_\_\_

Signature as it will appear on contract or other document (Complete only in presence of notary):

**AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:**

I, \_\_\_\_\_ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:

Contractor Vendor/Customer Code:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing. **State 911 Department requires this document for each Signatory**  
This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Kyle Takakjian

Title: Chief of Police

X Kyle Takakjian

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Jaquelyn A. Mastrianna (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

August 24, 2015.

My commission expires on: May 12, 2017

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20\_\_\_\_.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:

Contractor Vendor/Customer Code:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing. **State 911 Department requires this document for each Signatory**  
This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Heidi A. Dyer

Title: Communications Supervisor

X Heidi A. Dyer

Signature as it will appear on contract or other document (Complete only in presence of notary):

**AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:**

I, Jacquelyn A. Yastranica (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

August 24, 20 15.

My commission expires on: May 12, 2017

AFFIX NOTARY SEAL

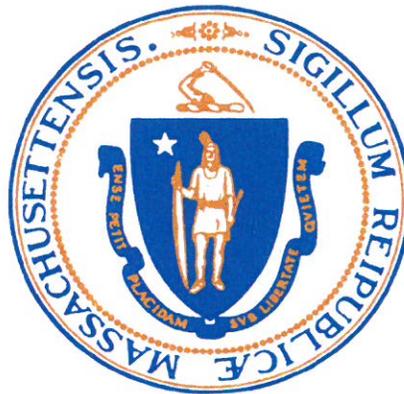
I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

Commonwealth of Massachusetts

Executive Office of Public Safety and Security  
State 911 Department



State 911 Department

Public Safety Answering Point and Regional Emergency Communication Center  
Support and Incentive Grant Application

Fiscal Year 2016

All applications shall be mailed or hand delivered.

**All applications must be received by 5:00 P.M. on Friday, April 1, 2016.**

## Application Checklist

- Signed and Dated PSAP and RECC Support and Incentive Grants Application Page
- Completed Budget Summary Page
- Completed Budget Narrative

**Personnel:** include name(s), hourly rate(s), and overtime rate(s)

**HVAC:** Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

**CAD:** Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

**Radio Console:** Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

**Console Furniture/Chairs:** Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

**Fire Alarm Receiving & Alerting Equipment:** Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

**Other Equipment:** Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

- Quotes
- Appendix A – Personnel Costs, if applicable

**Regional PSAPs and RECCs only:**

- Detailed Departmental Budget, including all salary costs.**
- Public Safety Radio Systems:** Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

**Regional Secondary PSAPs only:**

- CPE Maintenance:** Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).
- Completed Authorized Signatory Listing Page
- Completed and Notarized Proof of Authentication of Signature Page for each Signatory
- Signed and Dated Standard Contract Page

All applications with original signatures shall be submitted to:

State 911 Department  
1380 Bay Street, Building C  
Taunton, MA 02780

Type of PSAP: (please check one)

- Primary     Regional     Regional Secondary  
 Regional Emergency Communication Center

**1. Name of City/Town/Municipality** TOWN OF TRURO  
 Address 24 TOWN HALL ROAD  
 City/Town/Zip TRURO, MASSACHUSETTS 02666  
 Telephone Number 508-349-7004  
 Fax Number 508-349-5505  
 Website www.truro-ma.gov

**2. Name of Applicant** TRURO POLICE DEPARTMENT  
**Name /Title of Authorized Signatory** Paul Wisotzky, Chairman Board of Selectmen & Kyle Takakjian, Chief of Police  
 Address (if different from above) 344 ROUTE 6, PO BOX 995, TRURO, MA 02666  
 Telephone Number 508-487-8730  
 Fax Number 508-487-8736  
 Email Address [pwisotzky@truro-ma.gov](mailto:pwisotzky@truro-ma.gov) ; [takakjian@truropolice.org](mailto:takakjian@truropolice.org)

**3. Name/Title of Program/Contract Manager** Kyle Takakjian, Chief of Police ; Heidi Dyer, Comm. Supervisor  
 Telephone Number 508-487-8730  
 Fax Number 508-487-8736  
 Email Address [takakjian@truropolice.org](mailto:takakjian@truropolice.org) ; [dyer@truropolice.org](mailto:dyer@truropolice.org)

**4. Total Grant Program funds requested.** **\$ 13,016.00**

**5. Goal and Desired Outcome**

Through its submission of this application to the State 911 Department, the applying governmental entity affirms that the primary goal of the State 911 Department PSAP and RECC Support and Incentive Grant Program is to assist PSAPs and RECCs in providing enhanced 911 service and to foster the development of regional PSAPs, regional secondary PSAPs and RECCs.

**6. Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the application packet.**

Signed under the penalties of perjury this 20 day of October, 2015

*Kyle Takakjian, Chief of Police*

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY  
 (in blue ink)

<b>Primary PSAP, Regional PSAP, Regional Secondary PSAP, &amp; RECC</b>	
<b>CATEGORY</b>	<b>AMOUNT</b>
A. Enhanced 911 Telecommunicator Personnel Costs	\$ 13,016.00
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$
<b>Total</b>	<b>\$13,016.00</b>

\*Total amount must exactly match amount requested on application page

<b>REGIONAL PSAP and RECC ONLY</b>	
<b>CATEGORY</b>	<b>AMOUNT</b>
H. Public Safety Radio Systems	\$
<b>TOTAL*</b>	<b>\$ 0</b>

\*Total amount must exactly match amount requested on application page

<b>REGIONAL SECONDARY PSAP ONLY</b>	
<b>CATEGORY</b>	<b>AMOUNT</b>
I. PSAP Customer Premises Equipment Maintenance	\$
<b>TOTAL*</b>	<b>\$ 0</b>

\*Total amount must exactly match amount requested on application page

**PRIMARY PSAP, REGIONAL PSAP, REGIONAL SECONDARY PSAP, & RECC  
DETAIL NARRATIVE**

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative. For personnel costs, please note for each individual to be funded, the anticipated hourly rate, cost of benefits if applicable, and anticipated overtime rate if applicable. Please use additional pages if needed.

**A. Enhanced 911 Telecommunicator Personnel Costs** – to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2016 State 911 Department Training Grant. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer’s salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

All wage reimbursements authorized under this Program shall be allocated by the grantee in adherence with applicable collective bargaining agreements. However, the State 911 Department is not bound by or required to adhere to grantee collective bargaining agreements when determining allocations or reimbursements.

Attach Appendix A

**Total Category A**

\$13,016.00
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**B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment** – to defray costs associated with the acquisition and maintenance of heat, ventilation and air-conditioning equipment and other environmental control equipment. Such funds may only be used to purchase, install, replace, maintain, operate and/or upgrade such equipment used in the physical space used for the provision of enhanced 911 service.

**B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment**

Description:

Vendor:

Attach Quote and mark with letter B

**Total Category B**

\$ _____ 0 _____
------------------

**C. Computer-aided Dispatch Systems** – to defray costs associated with the purchase, installation, replacement, maintenance and/or upgrade of CAD hardware and software used by emergency communication dispatchers, call takers, and 911 operators in primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to initiate public safety calls for service and dispatch, and to maintain the status of responding resources in the field. Funds may be used for mobile devices that are linked to a CAD system. Primary PSAPs may not use funding for records management systems, whether or not part of a CAD system. Regional PSAPs and RECCs may apply for funding for records management systems.

**C. Computer-aided Dispatch Systems**

Description:

Are the requested items linked to CAD?  
Where will the requested items be located?  
What will be displayed on monitors, if requested?

Vendor:

Attach Quote and mark with letter C

**Total Category C**

\$ \_\_\_\_\_ 0 \_\_\_\_\_

**D. Radio Consoles** – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of radio consoles to be used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such radio consoles used in the physical space used for the provision of enhanced 911 service. All radio systems shall comply with SIEC special conditions, as may be amended from time to time. The SIEC special conditions are available at:

<http://www.mass.gov/eopss/docs/ogr/homesec/sdsiecspecialconditionsradiofrequenciesdec09.pdf>.

The State 911 Department will submit requests for such funding to the SIEC for review and confirmation that the requested item(s) comply with the SIEC special conditions. Questions relating to the SIEC special conditions should be directed to the SWIC, Steve Staffier, who can be reached by email at [steve.staffier@state.ma.us](mailto:steve.staffier@state.ma.us).

**D. Radio Consoles**

Description:

Vendor:

Attach Quote and mark with letter D

**Total Category D**

\$ \_\_\_\_\_ 0 \_\_\_\_\_

**E. Console Furniture and Dispatcher Chairs** – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of console furniture and dispatcher chairs necessary for enhanced 911 telecommunicators working at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to perform their jobs effectively and in an ergonomically appropriate manner. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such console furniture and dispatcher chairs, including shelving, storage cabinets, and rotary resource files, used in the physical space used for the provision of enhanced 911 service.

**E. Console Furniture and Dispatcher Chairs**

Description:

Have you previously applied for funding for dispatcher chairs?

If so, what year?

Are they under warranty?

Vendor:

Attach Quote and mark with letter E

**Total Category E**

\$ \_\_\_\_\_ 0 \_\_\_\_\_

**F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service** – to defray costs associated with the purchase, installation, replacement, maintenance, and/or update of fire alarm receiving and alerting equipment used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Funding may be used to purchase, install, replace, maintain, and/or update systems used by such PSAPs to alert remote station personnel of emergency responses, including hardware and components installed within remote station locations. Funding for street or structure based cable or radio fire alarm boxes and related hardware is not permitted.

**F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service**

Description:

Vendor:

Attach Quote and mark with letter F

**Total Category F**

\$ \_\_\_\_\_ 0 \_\_\_\_\_

**G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service** – to defray costs associated with the purchase, installation, replacement, and/or maintenance of other equipment used in the physical space used for the provision of enhanced 911 service, except as otherwise approved by the State 911 Department, based on supporting documentation that the physical space used for the provision of enhanced 911 service is inadequate to house the equipment, or except as otherwise approved by the State 911 Department based on supporting documentation. Funding may be used for, but is not limited to: support technology (such as printers, headsets, and call recorders); supplies (such as disc and printer cartridges); hardware and support costs (excluding monthly recurring telephone service costs) for telephones; acoustic wall coverings; ESD-resistant flooring; lighting; and security equipment used for securing access to the PSAP to prevent entry by the public or unauthorized personnel.

**G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service**

Description:

Please include **use and location** of the requested item(s).

Vendor:

Attach Quote and mark with letter G

**Total Category G**

\$ _____0_____
----------------

*REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer’s warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.*

**All goods and/or services shall be received on or before June 30, 2016 to be eligible for reimbursement under the Fiscal Year 2016 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.**

**REGIONAL PSAP & RECC ONLY  
DETAIL NARRATIVE**

**Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative. Please use additional pages if needed.**

**H. Regional PSAPs and RECCs ONLY:**

**Public Safety Radio Systems** – to defray costs associated with the acquisition and maintenance of radio systems (including circuit costs for connectivity) used for police, fire, emergency medical services, and/or emergency management communications. Only Regional PSAPs and RECCs are eligible for funding in this category. All radio systems shall comply with SIEC special conditions, as may be amended from time to time. The SIEC special conditions are available at:

<http://www.mass.gov/eopss/docs/ogr/homesecc/sdsiecspecialconditionsradiofrequenciesdec09.pdf>.

The State 911 Department will submit requests for such funding to the SIEC for review and confirmation that the requested item(s) comply with the SIEC special conditions. Questions relating to the SIEC special conditions should be directed to the SWIC, Steve Staffier, who can be reached by email at

[steve.staffier@state.ma.us](mailto:steve.staffier@state.ma.us).

Description:

Vendor:

Attach Quote and mark with letter H

**Total Category H**

\$ _____0_____
----------------

*REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer’s warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.*

**All goods and/or services shall be received on or before June 30, 2016 to be eligible for reimbursement under the Fiscal Year 2016 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.**

**REGIONAL SECONDARY PSAP ONLY  
DETAIL NARRATIVE**

**Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative.**

**I. Regional Secondary PSAPs ONLY:**

**Regional Secondary PSAP 911 Customer Premises Equipment Maintenance** – to defray costs associated with maintaining PSAP 911 customer premises equipment. ONLY regional secondary PSAPs are eligible for funding in this category.

(The Department assumes the responsibility of all costs for maintenance of CPE at all primary PSAPs and regional PSAPs and RECCs). Note: Regional Secondary PSAPs are eligible for the purchase, installation and/or upgrade of CPE equipment under the State 911 Department Regional PSAP and Regional Secondary PSAP and RECC Development Grant.

Description:

Vendor:

Attach Quote and mark with letter I

**Total Category I**

\$ _____0_____
----------------

*REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer’s warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.*

**All goods and/or services shall be received on or before June 30, 2016 to be eligible for reimbursement under the Fiscal Year 2016 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.**



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osc](http://www.mass.gov/osc) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Town of Truro <b>(and d/b/a):</b> Truro Police Department <b>Legal Address: (W-9, W-4,T&amp;C):</b> 24 Town Hall Road, Truro, MA 02666 <b>Contract Manager:</b> Chief Kyle Takakjian <b>E-Mail:</b> takakjian@truropolice.org <b>Phone:</b> 508-487-8730 <b>Fax:</b> 508-487-8736 <b>Contractor Vendor Code:</b> <b>Vendor Code Address ID (e.g. "AD001"):</b> AD001_ (Note: The Address Id Must be set up for <a href="#">EFT</a> payments.)	<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department <b>MMARS Department Code:</b> EPS <b>Business Mailing Address:</b> 1380 Bay Street, Building C, Taunton, MA 02780 <b>Billing Address (if different):</b> <b>Contract Manager:</b> Cindy Reynolds <b>E-Mail:</b> 911DeptGrants@state.ma.us <b>Phone:</b> 508-821-7299 <b>Fax:</b> 508-828-2585 <b>MMARS Doc ID(s):</b> CT SUPG <b>RFR/Procurement or Other ID Number:</b> FY2016 SUPPORT & INCENTIVE GRANT
<p style="text-align: center;"><input checked="" type="checkbox"/> <b>NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY 2016 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Paul C Wisotzky</u> Print Title: <u>Chairman, Board of Selectment</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

**Contractor Legal Name:**

**Contractor Vendor/Customer Code:**

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor’s behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor’s authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul C. Wisotzky	Chairman, Board of Selectmen
Kyle Takakjian	Chief of Police

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Date:

\_\_\_\_\_  
Signature

Title: Chairman, Board of Selectmen

Telephone: 508-349-7004

Fax: 508-349-5505

Email: pwisotzky@truro-ma.gov

[Listing cannot be accepted without all of this information completed.]  
A copy of this listing must be attached to the “record copy” of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:

Contractor Vendor/Customer Code:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing. STATE 911 DEPARTMENT REQUIRES THIS FORM FOR EACH AUTHORIZED SIGNATORY LISTED ON THE PREVIOUS PAGE.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Paul C. Wisotzky

Title: Chairman, Board of Selectmen

X \_\_\_\_\_

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, \_\_\_\_\_ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:  
Contractor Vendor/Customer Code:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing. **STATE 911 DEPARTMENT REQUIRES THIS FORM FOR EACH AUTHORIZED SIGNATORY LISTED ON THE PREVIOUS PAGE.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Kyle Takakjian

Title: Chief of Police

X Kyle Takakjian

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, [Signature] (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

October 22, 20 15.

My commission expires on: August 22, 2019

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL





# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Clerk, Treasurer, Collector

**REQUESTOR:** Cynthia A. Slade, Treasurer

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** Bond Anticipation Note renewals for the Pamet Harbor South Jetty & Urban Fire Engine

**EXPLANATION:** Bond Anticipation Notes are due November 6, 2015.

**FINANCIAL SOURCE (IF APPLICABLE):** Partial tax revenues & partial bond proceeds

**IMPACT IF NOT APPROVED:** If the notes are not paid when due, the Bond Rating would be negatively impacted and the Commonwealth of Massachusetts would pay the debt due and deduct the money from cherry sheet receipts.

**SUGGESTED ACTION:** *MOTION TO approve the sale of the Bond Anticipation Notes to Cape Cod Five Cents Savings in the amount of \$435,000.00 for the period 11/6/2015-11/4/2016 at .60%.*

**ATTACHMENTS:**

1. Vote on Temporary Debt Issue
2. Multi purpose loan attachment
3. Clerks Certificate (Multi Purpose Loan)
4. BAN 289 (State House Note)
5. Qualified Tax-Exempt Obligation (calendar year borrowing not to exceed \$10,000,000)
6. Material Events Disclosure (compliance will the rules & regulations on this issue to the world)

OFFICE OF  
TOWN CLERK  
TREASURER-COLLECTOR OF TAXES  
TOWN OF TRURO, MA 02666-2012

TO: Board of Selectmen  
 FROM: Cynthia A. Slade, Treasurer  
 DATE: October 15, 2015  
 RE: VOTE ON TEMPORARY DEBT ISSUE d. November 6, 2015

ISSUE	BIDDERS	%	INTEREST COST
289 BAN Municipal Purpose Loan			\$435,000.00
BAN – South Jetty Pamet Harbor Repairs (partial renewal)			[1] \$195,000.00
BAN – Fire Engine Urban (partial renewal)			[2] \$240,000.00
\$435,000.00 - 364 days 11/6/2015 – 11/4/2016			
	<b>Cape Cod Five Cents</b>	<b>0.60%</b>	***
	Eastern Bank	0.65%	
	Unibank	0.75%	

[1]paydown of \$65,000.00 will occur on November 6, 2015  
 [2]paydown of \$60,000.00 will occur on November 6, 2015

\*\*\* I respectfully request your approval for sale of the note to-

# Municipal Purpose Loan

City/Town/County/District of Town of Truro

This attachment must be included with all Municipal Purpose Loans issued through the State House Note Program.  
*(A municipal purpose loan is one, which combines two or more authorizations for different purposes in one loan.)*

Date	Article #	Purpose	Amount Authorized	Previous New Issues	Paydowns This Issue	This Issue New	This Issue Renewal	Unissued Balance
4/27/2010	5(1)	PH South Jetty Repairs	325,000.00	260,000.00	65,000.00	----	195,000.00	Ø
4/26/2011	15	Fire Engine Urban	300,000.00	300,000.00	60,000.00	----	240,000.00	Ø

<b>Totals</b>	625,000.00	560,000.00	125,000.00	435,000.00	Ø
Carry these figures over to the Clerk / Secretary's Certificate	must equal line 3	must equal line 4	must equal line 5	total of these columns must equal line 6	must equal line 7

**Note:** Amount Authorized minus Previous New Issues minus This Issue New will equal Unissued Balance

*(Revised: April 2002)*

# The Commonwealth of Massachusetts Certificate of Town Clerk

Note Number(s): 289

## Town Treasurer's Record

Town of Truro

1. Date of Town Meeting Authorizing Loan April 27, 2010; April 26, 2011

2. Purpose of Loan Municipal Purpose Loan

*Note: Attach a Municipal Purpose Loan Form for lines 1 to 7 for all multiple purpose loans.*

3. Total Amount of Loan Authorized \$ 625,000.00

4. Amount of Previous New Issues of this Loan \$ 560,000.00

5. Paydowns on this Issue (if required) \$ 125,000.00

6. Amount of this Issue \$ 435,000.00

7. Balance of this Loan Unissued \$ Ø

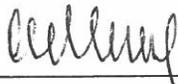
*Note: Amount Authorized minus Previous New Issues minus This Issue (New Money) equals Unissued Balance.*

8. Issue Date November 6, 2015 Date Due November 4, 2016

9. Payable to Cape Cod Five Cents Savings

10. Payable at Cape Cod Five Cents Savings

11. Rate of Interest .60 %. Payable at maturity  
*(Annually, semi-annually or at maturity)*

12. Signed by , Town Treasurer

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

COUNTERSIGNED AND APPROVED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Selectmen  
and a  
majority  
thereof

In the presence of: \_\_\_\_\_, Town Clerk  (complete right side)

# The Commonwealth of Massachusetts

## Certificate of Town Clerk

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

### Copy of Vote Authorizing Loan

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

previously submitted--

Annual Town Meeting, April 26, 2011, Article Fifteen (15)

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



I CERTIFY that this is a true copy of the Town Treasurer's Record of the issue of notes and a true copy of the vote passed at a meeting of the voters of the Town of Truro, duly warned as required by law, which authorized borrowing as stated, as appears on the records of the town; that said vote is in full force and effect and has not been repealed or modified in any way by subsequent vote of the town. I FURTHER CERTIFY that the person whose signature appears on the note as treasurer of the Town of Truro was the duly authorized treasurer on the date when said signature was made; and that the persons whose signatures appear upon the note as those of a majority of the selectmen were duly qualified selectmen on the date when such signatures were made. I ALSO CERTIFY that the copy of the warrant article is a true copy of the same; that it was duly served and certified by the constable as required by the General Laws and by-laws or vote of the town or both.

Date October 15, 2015



\_\_\_\_\_, Town Clerk

*(Revised: December 2003)*

No. 289

\$ 435,000.00

The Commonwealth of Massachusetts  
Town of Truro  
*This Note is exempt from Taxation in Massachusetts*

Date of Issue November 6, 2015

For Value Received, the inhabitants of the Town of Truro

by their Treasurer, hereto duly authorized by vote of said Town passed on \_\_\_\_\_

April 27, 2010      April 26, 2011

or by Massachusetts General Laws Chapter \_\_\_\_\_, Section \_\_\_\_\_, or both,

promise to pay to Cape cod Five Cents Savings or order

at Cape Cod Five Cents Savings

the sum of ----Four Hundred Thirty-five Thousand even----- Dollars

on November 4, 2016, with interest at an annual rate of .60 % payable at maturity.

**Countersigned and Approved**

**Signed**

\_\_\_\_\_  
Majority of

*[Signature]*  
Treasurer

\_\_\_\_\_  
the Board of

Town of Truro

\_\_\_\_\_  
Selectmen

**Town Seal**

*To be affixed here*

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

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

The Commonwealth of Massachusetts  
Department of Revenue, Boston

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

\_\_\_\_\_  
Director of Accounts

\_\_\_\_\_  
Date

# CC5 GOVERNMENT BANKING

## CERTIFICATE AND DESIGNATION (Qualified Tax-Exempt Obligation)

We, the undersigned Treasurer and at least a majority of the members of the Board of Selectmen of the Town of Truro (the "Issuer"), hereby certify that we are the officers of the Issuer charged by law with the responsibility for issuing the following obligations of the Issuer (the "Obligations"):

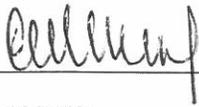
**AMOUNT:** \$435,000.00  
**TITLE OF LOAN:** Municipal Purpose - BAN  
**DATED:** November 6, 2015  
**PAYABLE:** November 4, 2016

We hereby certify that the Issuer does not reasonably anticipate issuing tax-exempt bond, notes or other obligations during the calendar year beginning January 1, 2015, and ending December 31, 2015, which, in the aggregate, will exceed \$10,000,000 (including all such obligations issued to date, the obligations and all such obligations expected to be issued during the balance of the current calendar year) and we hereby designate, on behalf of the Issuer, the obligations as a "Qualified Tax-Exempt Obligation" for the purpose of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as inserted by Section 902 of the Tax Reform Act of 1986.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Board of Selectmen

\_\_\_\_\_, 2015

  
\_\_\_\_\_  
Treasurer

## **TOWN OF TRURO, MASSACHUSETTS MATERIAL EVENTS DISCLOSURE**

In connection with issuance by the Town of Truro, Massachusetts (the “Issuer”) of its \$435,000.00 Bond Anticipation Note dated November 6, 2015, due November 4, 2016, (the “Notes”) and with reference to the continuing disclosure requirements of Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended effective July 1, 2009 (the “Rule”), the Issuer hereby covenants that it will comply with the undertakings herein for the benefit of the registered owners of the Note, subject to the conditions and limitations specified herein.

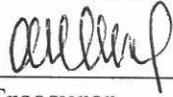
1. As provided in paragraph (b)(5)(i)(C) of the Rule, the Issuer hereby undertakes to provide in a timely manner to the Municipal Securities Rulemaking Board (“MSRB” or “Board”) instead of to multiple Nationally Recognized Municipal Securities Information Repositories (“NRMSIRs”) and the State Information Depository (“SID”), and to provide such information in an electronic format and accompanied by identifying information as prescribed by the MSRB, pursuant to the Rule, notice of the occurrence of any of the following events with respect to the Note, if material:

- a. Principal and interest payment delinquencies;
- b. Non-payment related defaults;
- c. Unscheduled draws on debt service reserves reflecting financial difficulties (it is noted that there are no debt service reserves established with respect to the Note);
- d. Unscheduled draws on the Letter of Credit provided for the Note reflecting financial difficulties;
- e. Substitution of Letter of Credit provider, or their failure to perform;
- f. Adverse tax opinions or events affecting the tax-exempt status of the Note;
- g. Modifications to the rights of registered owners of the Note;
- h. Note calls (it is noted that the Notes are not callable prior to their maturity);
- i. Defeasances;
- j. Release, substitution, or sale of property securing the repayment of the Note (it is noted that the Note is a general obligation of the Issuer and is not secured by property); or
- k. Changes to the ratings of the Note by any nationally recognized credit agency which has rated the Note at the request of the Issuer and of which the Issuer has received notice.

2. The intent of the Issuer's undertaking hereunder is to comply with paragraph (b)(5)(i)(C) of the Rule. Accordingly, the Issuer reserves the right to modify its undertaking in paragraph 1 hereof so long as any such modification is made in a manner consistent with the Rule. Furthermore, to the extent that the Rule no longer requires the issuers of municipal securities to provide all or any portion of the information the Issuer has agreed to provide, the obligation of the Issuer to provide such information hereunder also shall cease immediately.

3. The purpose of the Issuer's undertaking is to conform to the requirements of the Rule and not to create new contractual or other rights for any registered owner or beneficial owner of the Note, any municipal securities broker or dealer, any potential purchaser of the Note, the Securities and Exchange Commission or any other person. The sole remedy in the event of any actual or alleged failure by the Issuer to comply with any provision herein shall be an action for the specific performance of the Issuer's obligations hereunder and not for money damages in any amount. Any failure by the Issuer to comply with any provision of this undertaking shall not constitute an event of default with respect to the Note.

TOWN OF TRURO,  
MASSACHUSETTS

By:  \_\_\_\_\_  
Treasurer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Board of Selectmen



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administrative Office

**REQUESTOR:** Noelle Scoullar, on Behalf of Kopelman and Paige, P.C.

**REQUESTED MEETING DATE:** October 27, 2015

**ITEM:** Authorize the simultaneous representation of Truro and Wellfleet by Town Counsel, Kopelman and Paige, regarding the Herring River Restoration.

**EXPLANATION:** Kopelman and Paige, P.C. has received requests from both the Town of Truro and the Town of Wellfleet, to review a proposed Memorandum of Understanding between Truro, Wellfleet and the National Park Service, acting through the Superintendent of the Cape Cod National Seashore. Kopelman and Paige, P.C. has forwarded a request for informed consent to both communities regarding the simultaneous representation. This consent requires a vote of the Board of Selectmen to authorize the review.

**FINANCIAL SOURCE (IF APPLICABLE):** Town Counsel Budget

**IMPACT IF NOT APPROVED:** The Town will need to seek outside counsel to complete the review.

**SUGGESTED ACTION:** *MOTION TO approve and sign the Acknowledgement of Consent.*

**ATTACHMENTS:**

1. Determination Letter/Acknowledgement of Consent



**KOPELMAN AND PAIGE, P.C.**

*The Leader in Public Sector Law*

101 Arch Street  
Boston, MA 02110  
T: 617.556.0007  
F: 617.654.1735  
www.k-plaw.com



October 14, 2015

**Gregg J. Corbo**  
gcorbo@k-plaw.com

Hon. Paul C. Wisotzky and  
Members of the Board of Selectmen  
Truro Town Hall  
24 Town Hall  
P.O. Box 2030  
Truro, MA 02666

Re: Determination and Consent Pursuant to Massachusetts Rules of Professional Conduct, Rule 1.7 – Representation of the Towns of Truro and Wellfleet in Connection with Intermunicipal Agreement Regarding the Herring River Restoration.

Dear Members of the Board of Selectmen:

We have received requests from both the Town of Truro and the Town of Wellfleet, to review a proposed Memorandum of Understanding (“MOU”) between Truro, Wellfleet and the National Park Service, acting through the Superintendent of the Cape Cod National Seashore. Given that both Truro and Wellfleet have requested Kopelman and Paige to review the MOU, our intent is to undertake review of this agreement on behalf of both communities, and provide the same comments to both communities, simultaneously.

With respect to the firm’s ability to represent either town in the review of the proposed MOU, however, our relationship with each of the communities may create an interest that requires disclosure pursuant to the Rules of Professional Conduct applicable to members of the Massachusetts Bar. The Rules of Professional Conduct also require us to obtain the “informed consent” of both communities, after disclosure of adequate information and explanation about the risks of, and alternatives to, the proposed simultaneous representation before we can undertake such representation. In addition, while the State Ethics Commission has determined Kopelman and Paige, P.C. and its individual attorneys are not “municipal employees” pursuant to the Conflict of Interest Law, we provide this letter to dispel any appearance of conflict on the firm’s behalf in this matter.

MULTIPLE REPRESENTATION DISCLOSURE

The representation of multiple clients is regulated under the Massachusetts Rules of Professional Conduct. The relevant provision, Rule 1.7, states that an attorney may not represent multiple clients if doing so involves a concurrent conflict of interest. The standard for determining whether a concurrent conflict of interest exists is: (1) will the representation of one client be directly adverse to another client; or (2) is there a significant risk that the representation

Hon. Paul Wisotzky and  
Members of the Board of Selectmen  
October 14, 2015  
Page 2

of one or more clients will be materially limited by our responsibilities to another client, a former client, a third person, or our own personal interest. Even where a concurrent conflict of interest exists, we may still undertake the simultaneous representation if: we reasonably believe that we will be able to provide competent and diligent representation to each client; there is no legal prohibition on the simultaneous representation; the simultaneous representation does not involve the assertion of a claim by one client, against another, in a single piece of litigation or other proceeding before a tribunal; and each client gives informed consent, confirmed in writing.

I do not believe that our role as town counsel to Truro and Wellfleet, including any guidance we may provide to each of the towns relative to the MOU, creates a concurrent conflict of interest. Furthermore, even if a concurrent conflict of interest is present, I do not believe that our ability to provide competent and diligent representation to the Town of Truro will be affected by our representation of Wellfleet as town counsel, either generally, or with specific reference to the proposed MOU.

Reviewing the MOU on behalf of the two communities simultaneously will result in a cost savings to each town individually. The provision of uniform commentary on the proposed MOU to both towns, at the same time, will also ensure that both communities are on the same footing when it comes to considering whether or not to enter into the agreement.

Please note, however, that joint representation implicates our obligations as Town Counsel to each town, including confidentiality and the attorney-client privilege. As a result, if your single community does not agree to particular terms or conditions in the proposed agreement, we would not be able to negotiate on your behalf with the other community for language revisions, except through a general communication to both communities. In addition, should the towns ultimately enter into the MOU, if the communities becomes adverse to one another in connection with the implementation of that agreement in the future, we may be limited or precluded by the Rules of Professional Conduct from representing the towns against one another in relation to the agreement. I simply wanted to alert you to that possibility.

#### DETERMINATION

It is my belief that the firm's simultaneous representation of Truro and Wellfleet, for the purposes and under the conditions described in this letter, does not constitute a concurrent conflict of interest. It is my further belief that even if a concurrent conflict of interest exists, our ability to provide competent and diligent representation to the Town of Truro will not be negatively impacted by our simultaneous representation of Wellfleet as town counsel. It is, however, for you to determine, as the Appointing Authority, whether the representation described herein will not impair the integrity of this firm's services to Truro, either generally, or with respect to review of the proposed MOU.

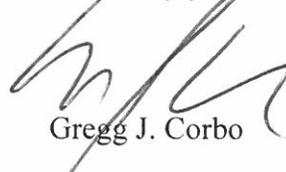
**KOPELMAN AND PAIGE, P.C.**

Hon. Paul Wisotzky and  
Members of the Board of Selectmen  
October 14, 2015  
Page 3

Therefore, I request that you, as Appointing Authority for Town Counsel, consent to Kopelman and Paige, P.C.'s representation of the Town of Truro in the review of the proposed MOU, as outlined in this letter, notwithstanding that the firm also serves as counsel to Wellfleet. Should you so consent, I ask that you sign the enclosed acknowledgment of consent, as required by the Rules of Professional Conduct. Please sign the two originals provided, return one copy to me, and retain one copy for your records.

Thank you for your consideration. Please do not hesitate contact me with any questions you have in this regard.

Very truly yours,

A handwritten signature in black ink, appearing to read "G. Corbo", written over the typed name "Gregg J. Corbo".

Gregg J. Corbo

GJC/BAG/eon

Enc. Massachusetts Rule of Professional Conduct 1.7  
Acknowledgment of Consent

531961/TRUR/0001

demands of loyalty, the requirements of competent practice, and the policy reasons for creating the exception to confidentiality in order to decide whether they should give advance notice to clients of the intended disclosure.

***Disclosures Otherwise Required or Authorized***

[20] If a lawyer is called as a witness to give testimony concerning a client, absent waiver by the client, paragraph (a) requires the lawyer to invoke the privilege when it is applicable. The lawyer must comply with the final orders of a court or other tribunal of competent jurisdiction requiring the lawyer to give information about the client. Whether a lawyer should consider an appeal before complying with a court order depends on such considerations as the gravity of the harm to the client from compliance and the likelihood of prevailing on appeal.

[21] These rules in various circumstances permit or require a lawyer to disclose information relating to the representation. See Rules 2.3, 3.3, 4.1, and 8.3. The reference to Rules 3.3, 4.1 (b), and 8.3 in the opening phrase of Rule 1.6(b) has been added to emphasize that Rule 1.6 (b) is not the only provision of these rules that deals with the disclosure of confidential information and that in some circumstances disclosure of such information may be required and not merely permitted. In addition to these provisions, a lawyer may be obligated or permitted by other provisions of law to give information about a client. Whether another provision of law supersedes Rule 1.6 is a matter of interpretation beyond the scope of these rules.

***Former Client***

[22] The duty of confidentiality continues after the client-lawyer relationship has terminated.

**Corresponding ABA Model Rule.** (a) identical to Model Rule 1.6(a) except that the information must be confidential information; (b) different, in part taken from DR 4-101 (C); (c) based on DR 4-101 (E).

**Corresponding Former Massachusetts Rule.** DR 4-101 (C), see also DR 7-102 (B).

**Cross-reference:** See definition of "consultation" in Rule 9.1 (c).

**RULE 1.7 CONFLICT OF INTEREST: GENERAL RULE**

(a) A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless:

- (1) the lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and
- (2) each client consents after consultation.

(b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless:

- (1) the lawyer reasonably believes the representation will not be adversely affected; and
- (2) the client consents after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

**Comment**

### *Loyalty to a Client*

[1] Loyalty is an essential element in the lawyer's relationship to a client. An impermissible conflict of interest may exist before representation is undertaken, in which event the representation should be declined. The lawyer should adopt reasonable procedures, appropriate for the size and type of firm and practice, to determine in both litigation and non-litigation matters the parties and issues involved and to determine whether there are actual or potential conflicts of interest.

[2] If such a conflict arises after representation has been undertaken, the lawyer should withdraw from the representation. See Rule 1.16. Where more than one client is involved and the lawyer withdraws because a conflict arises after representation, whether the lawyer may continue to represent any of the clients is determined by Rule 1.9. As to whether a client-lawyer relationship exists or, having once been established, is continuing, see Comment to Rule 1.3 and Scope.

[3] As a general proposition, loyalty to a client prohibits undertaking representation directly adverse to that client without that client's consent. Paragraph (a) expresses that general rule. Thus, a lawyer ordinarily may not act as advocate against a person the lawyer represents in some other matter, even if it is wholly unrelated. On the other hand, simultaneous representation in unrelated matters of clients whose interests are only generally adverse, such as competing economic enterprises, does not require consent of the respective clients. Paragraph (a) applies only when the representation of one client would be directly adverse to the other.

[4] Loyalty to a client is also impaired when a lawyer cannot consider, recommend or carry out an appropriate course of action for the client because of the lawyer's other responsibilities or interests. The conflict in effect forecloses alternatives that would otherwise be available to the client. Paragraph (b) addresses such situations. A possible conflict does not itself preclude the representation. The critical questions are the likelihood that a conflict will eventuate and, if it does, whether it will materially interfere with the lawyer's independent professional judgment in considering alternatives or foreclose courses of action that reasonably should be pursued on behalf of the client. Consideration should be given to whether the client wishes to accommodate the other interest involved.

### *Consultation and Consent*

[5] A client may consent to representation notwithstanding a conflict. However, as indicated in paragraph (a)(1) with respect to representation directly adverse to a client, and paragraph (b)(1) with respect to material limitations on representation of a client, when a disinterested lawyer would conclude that the client should not agree to the representation under the circumstances, the lawyer involved cannot properly ask for such agreement or provide representation on the basis of the client's consent. When more than one client is involved, the question of conflict must be resolved as to each client. Moreover, there may be circumstances where it is impossible to make the disclosure necessary to obtain consent. For example, when the lawyer represents different clients in related matters and one of the clients refuses to consent to the disclosure necessary to permit the other client to make an informed decision, the lawyer cannot properly ask the latter to consent.

### *Lawyer's Interests*

[6] The lawyer's own interests should not be permitted to have an adverse effect on representation of a client. For example, a lawyer's need for income should not lead the lawyer to undertake matters that cannot be handled competently and at a reasonable fee. See Rules 1.1 and 1.5. If the probity of a lawyer's own conduct in a transaction is in serious question, it may be difficult or impossible for the lawyer to give a client detached advice. A lawyer may not allow related business interests to affect representation, for example, by referring clients to an enterprise in which the lawyer has an undisclosed interest. Likewise, a

lawyer should not accept referrals from a referral source, including law enforcement or court personnel, if the lawyer's desire to continue to receive referrals from that source or the lawyer's relationship to that source would or would reasonably be viewed as discouraging the lawyer from representing the client zealously.

### ***Conflicts in Litigation***

[7] Paragraph (a) prohibits representation of opposing parties in litigation. Simultaneous representation of parties whose interests in litigation may conflict, such as coplaintiffs or codefendants, is governed by paragraph (b). An impermissible conflict may exist by reason of substantial discrepancy in the parties' testimony, incompatibility in positions in relation to an opposing party or the fact that there are substantially different possibilities of settlement of the claims or liabilities in question. Such conflicts can arise in criminal cases as well as civil. In criminal cases, the potential for conflict of interest in representing multiple defendants is so grave that ordinarily a lawyer should decline to act for more than one codefendant, or more than one person under investigation by law enforcement authorities for the same transaction or series of transactions, including any investigation by a grand jury. On the other hand, common representation of persons having similar interests is proper if the lawyer reasonably believes the risk of adverse effect is minimal and all persons have given their informed consent to the multiple representation, as required by paragraph (b).

[8] Ordinarily, a lawyer may not act as advocate against a client the lawyer represents in some other matter, even if the other matter is wholly unrelated. However, there are circumstances in which a lawyer may act as advocate against a client. For example, a lawyer representing an enterprise with diverse operations may accept employment as an advocate against the enterprise in an unrelated matter if doing so will not adversely affect the lawyer's relationship with the enterprise or conduct of the suit and if both clients consent upon consultation. A lawyer representing the parent or a subsidiary of a corporation is not automatically disqualified from simultaneously taking an adverse position to a different affiliate of the represented party, even without consent. There may be situations where such concurrent representation will be possible because the effect of the adverse representation is insignificant with respect to the other affiliate or the parent and the management of the lawsuit is handled at completely different levels of the enterprise. But in many, perhaps most, cases, such concurrent representation will not be possible without consent of the parties.

[8A] The situation with respect to government lawyers is special, and public policy considerations may permit representation of conflicting interests in some circumstances where representation would be forbidden to a private lawyer.

[9] A lawyer may ordinarily represent parties having antagonistic positions on a legal question that has arisen in different matters. However, the antagonism may relate to an issue that is so crucial to the resolution of a matter as to require that the clients be advised of the conflict and their consent obtained. On rare occasions, such as the argument of both sides of a legal question before the same court at the same time, the conflict may be so severe that a lawyer could not continue the representation even with client consent.

### ***Interest of Person Paying for a Lawyer's Service***

[10] A lawyer may be paid from a source other than the client, if the client is informed of that fact and consents and the arrangement does not compromise the lawyer's duty of loyalty to the client. See Rule 1.8(f). For example, when an insurer and its insured have conflicting interests in a matter arising from a liability insurance agreement, and the insurer is required to provide special counsel for the insured, the arrangement should assure the special counsel's professional independence. So also, when a corporation and its directors or employees are involved in a controversy in which they have conflicting interests, the corporation may provide funds for separate legal representation of the directors or

employees, if the clients consent after consultation and the arrangement ensures the lawyer's professional independence.

### ***Other Conflict Situations***

[11] Conflicts of interest in contexts other than litigation sometimes may be difficult to assess. Relevant factors in determining whether there is potential for adverse effect include the duration and intimacy of the lawyer's relationship with the client or clients involved, the functions being performed by the lawyer, the likelihood that actual conflict will arise and the likely prejudice to the client from the conflict if it does arise. The question is often one of proximity and degree.

[12] For example, a lawyer may not represent multiple parties to a negotiation whose interests are fundamentally antagonistic to each other, but common representation is permissible where the clients are generally aligned in interest even though there is some difference of interest among them. Thus, a lawyer may seek to establish or to adjust a relationship between clients on an amicable and mutually advantageous basis, for example, in helping to organize a business in which two or more clients are entrepreneurs, working out the financial reorganization of an enterprise in which two or more clients have an interest, or arranging a property distribution in settlement of an estate. The lawyer seeks to resolve potentially conflicting interests by developing the parties' mutual interests. Otherwise, each party might have to obtain separate representation, with the possibility of incurring additional cost, complication, or even litigation. Given these and other relevant factors, the clients may prefer that the lawyer act for all of them.

[12A] In considering whether to represent clients jointly, a lawyer should be mindful that if the joint representation fails because the potentially conflicting interests cannot be reconciled, the result can be additional cost, embarrassment, and recrimination. In some situations the risk of failure is so great that joint representation is plainly impossible. For example, a lawyer cannot undertake common representation of clients between whom contentious litigation is imminent or who contemplate contentious negotiations. A lawyer who has represented one of the clients for a long period and in a variety of matters might have difficulty being impartial between that client and one to whom the lawyer has only recently been introduced. More generally, if the relationship between the parties has already assumed definite antagonism, the possibility that the clients' interests can be adjusted by joint representation is not very good. Other relevant factors are whether the lawyer subsequently will represent both parties on a continuing basis and whether the situation involves creating a relationship between the parties or terminating one.

### ***Confidentiality and Privilege***

[12B] A particularly important factor in determining the appropriateness of joint representation is the effect on lawyer-client confidentiality and the attorney-client privilege. With regard to the evidentiary attorney-client privilege, the prevailing rule is that as between commonly represented clients the privilege does not attach. Hence, it must be assumed that if litigation eventuates between the clients, the privilege will not protect any such communications, and the client should be so advised.

[12C] As to the duty of confidentiality, while each client may assert that the lawyer keep something in confidence between the lawyer and the client, which is not to be disclosed to the other client, each client should be advised at the outset of the joint representation that making such a request will, in all likelihood, make it impossible for the lawyer to continue the joint representation. This is so because the lawyer has an equal duty of loyalty to each client. Each client has a right to expect that the lawyer will tell the client anything bearing on the representation that might affect that client's interests and that the lawyer will use that information to that client's benefit. But the lawyer cannot do this if the other client has sworn the lawyer to secrecy about any such matter. Thus, for the lawyer to proceed would be in

derogation of the trust of the other client. To avoid this situation, at the outset of the joint representation the lawyer should advise both (or all) clients that the joint representation will work only if they agree to deal openly and honestly with one another on all matters relating to the representation, and that the lawyer will have to withdraw, if one requests that some matter material to the representation be kept from the other. The lawyer should advise the clients to consider carefully whether they are willing to share information openly with one another because above all else that is what it means to have one lawyer instead of separate representation for each.

[12D] In limited circumstances, it may be appropriate for a lawyer to ask both (or all) clients, if they want to agree that the lawyer will keep certain information confidential, i.e., from the other client. For example, an estate lawyer might want to ask joint clients if they each want to agree that in the eventuality that one becomes mentally disabled the lawyer be allowed to proceed with the joint representation, appropriately altering the estate plan, without the other's knowledge. Of course, should that eventuality come to pass, the lawyer should consult Rule 1.14 before proceeding. However, aside from such limited circumstances, the lawyer representing joint clients should emphasize that what the clients give up in terms of confidentiality is twofold: a later right to claim the attorney-client privilege in disputes between them; and the right during the representation to keep secrets from one another that bear on the representation.

### ***Consultation***

[12E] When representing clients jointly, the lawyer is required to consult with them on the implications of doing so, and proceed only upon consent based on such a consultation. The consultation should make clear that the lawyer's role is not that of partisanship normally expected in other circumstances. When the lawyer is representing clients jointly, the clients ordinarily must assume greater responsibility for decisions than when each client is independently represented.

### ***Withdrawal***

[12F] Subject to the above limitations, each client in the joint representation has the right to loyal and diligent representation and the protection of Rule 1.9 concerning obligations to a former client. The client also has the right to discharge the lawyer as stated in Rule 1.16.

[13] Conflict questions may also arise in estate planning and estate administration. A lawyer may be called upon to prepare wills for several family members, such as husband and wife, and, depending upon the circumstances, a conflict of interest may arise. In estate administration the lawyer should make clear the relationship to the parties involved.

[14] A lawyer for a corporation or other organization who is also a member of its board of directors should determine whether the responsibilities of the two roles may conflict. The lawyer may be called on to advise the corporation in matters involving actions of the directors. Consideration should be given to the frequency with which such situations may arise, the potential intensity of the conflict, the effect of the lawyer's resignation from the board and the possibility of the corporation's obtaining legal advice from another lawyer in such situations. If there is material risk that the dual role will compromise the lawyer's independence of professional judgment, the lawyer should not serve as a director.

[14A] A lawyer who proposes to represent a class should make an initial determination whether subclasses within the class should have separate representation because their interests differ in material respects from other segments of the class. Moreover, the lawyer who initially determines that subclasses are not necessary should revisit that determination as the litigation or settlement discussions proceed because as discovery or settlement talks proceed the interests of subgroups within the class may begin to diverge significantly. The class lawyer must be constantly alert to such divergences and to whether the interests of a subgroup of the class are being sacrificed or undersold in the interests of the whole. The

lawyer has the responsibility to request that separate representation be provided to protect the interests of subgroups within the class. In general, the lawyer for a class should not simultaneously represent individuals, not within the class, or other classes, in actions against the defendant being sued by the class. Such simultaneous representation invites defendants to propose global settlements that require the class lawyer to trade off the interest of the class against the interests of other groups or individuals. Given the difficulty of obtaining class consent and the difficulty for the class action court of monitoring the details of the other settlements, such simultaneous representation should be avoided. In some limited circumstances, it may be reasonable for class counsel to represent simultaneously the class and another party or parties against a common party if the other matter is not substantially related to the class representation and there is an objective basis for believing that the lawyer's representation will not be materially affected at any stage of either matter. For example, a lawyer might reasonably proceed if the common defendant were the government and the government's decision making in the class action was entrusted to a unit of the government unlikely to be affected by the decision maker for the government in the other matter.

***Conflict Charged by an Opposing Party***

[15] Resolving questions of conflict of interest is primarily the responsibility of the lawyer undertaking the representation. In litigation, a court may raise the question when there is reason to infer that the lawyer has neglected the responsibility. In a criminal case, inquiry by the court is generally required when a lawyer represents multiple defendants. Where the conflict is such as clearly to call in question the fair or efficient administration of justice, opposing counsel may properly raise the question. Such an objection should be viewed with caution, however, for it can be misused as a technique of harassment. See Scope.

**Corresponding ABA Model Rule.** Identical to Model Rule 1.7.

**Corresponding Former Massachusetts Rule.** DR 5-101 (A), 5-105 (A) and (C), 5-107 (B).

**Cross-reference:** See definition of "consultation" in Rule 9.1 (c).

**RULE 1.8 CONFLICT OF INTEREST: PROHIBITED TRANSACTIONS**

(a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client unless:

- (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which can be reasonably understood by the client;
- (2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and
- (3) the client consents in writing thereto.

(b) A lawyer shall not use confidential information relating to representation of a client to the disadvantage of the client or for the lawyer's advantage or the advantage of a third person, unless the client consents after consultation, except as Rule 1.6 or Rule 3.3 would permit or require.

(c) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.

DETERMINATION

It is determined, pursuant to Rule 1.7 of the Massachusetts Rules of Professional Conduct, that the Town of Truro Board of Selectmen consents to Kopelman and Paige, P.C., reviewing the Memorandum of Understanding for the Herring River Restoration Project, as disclosed in a letter to the Board dated October 14, 2015 on behalf of the Town of Wellfleet, notwithstanding that Kopelman and Paige, P.C., also serves as Town Counsel and represents the Town of Truro.

TOWN OF TRURO

BOARD OF SELECTMEN,

\_\_\_\_\_  
Paul C. Wisotzky, Chair

\_\_\_\_\_  
Janet W. Worthington, Vice Chair

\_\_\_\_\_  
Maureen Burgess, Clerk

\_\_\_\_\_  
Jay Coburn

\_\_\_\_\_  
Robert Weinstein

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

532132/TRUR/0001

# DRAFT

**Truro Board of Selectmen  
Special Meeting, October 13, 2015  
Town Hall Meeting Room**

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

**Present:** Town Administrator Rae Ann Palmer

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

## **BOS ACTION**

### ***Food Pantry***

Susan Travers, COA Director, and Diane Rose of Lower Cape Outreach discussed Truro's Food Pantry at the Council on Aging. Diane Rose gave background information on the program and told how it has grown. They answered questions posed by the Selectmen, who thanked them for their work. Ms. Rose asked about possible use of a Town closed truck on rainy days. She will work with the Town Administrator on this request.

### ***Community Development Block Grant***

*Jay Coburn recused himself from the meeting.*

Town Administrator Rae Ann Palmer explained the agreement with Bailey Boyd Associates, Inc. for Fiscal Year 2015's Community Development Block Grant (CDBG) and the Fiscal Year 2013 Close-out Letter. Board members examined the agreement and asked the Town Administrator about the figures. She addressed their concerns about administrative expenses.

Maureen Burgess moved to approve the agreement with Bailey Boyd Associates and authorize the Chair to sign the Fiscal Year 2013 Close-out Letter. Robert Weinstein seconded, and the motion carried 4-0.

*Jay Coburn returned to the meeting.*

### ***Budget Message***

Chair Paul Wisotzky presented the draft BOS Budget Message for Fiscal Year 2017. Jay Coburn moved to approve the FY17 Budget Message. Janet Worthington seconded, and the motion carried 5-0.

### ***Special Town Meeting***

Rae Ann Palmer explained the Articles for a Special Town Meeting on November 8, 2015. The Chair Brian Boyle and members of the Energy Committee were present since the first three Articles dealt with the solar installation for the Town.

### **Article 1 – Solar Installation Lease of Landfill**

Jay Coburn moved to recommend Article 1 for Special Town Meeting. Maureen Burgess seconded, and the motion carried 5-0. Paul Wisotzky noted that the Finance Committee and the Energy Committee had approved Article 1 unanimously.

**Article 2 – Payment in Lieu of Taxes for Solar Developer**

Jay Coburn moved to recommend Article 2. Robert Weinstein seconded, and the motion carried 5-0.

**Article 3- Net Metering**

Jay Coburn moved to recommend Article 3. Maureen Burgess seconded, and the motion carried 5-0.

**Article 4 -Transfer Funds to Study Relocation of DPW Facility**

Jay Coburn moved to recommend Article 4. Janet Worthington seconded, and the motion carried 5-0.

**Article 5 Transfer Funds for HVAC Remediation at Town Hall**

Jay Coburn moved to approve Article 5. Maureen Burgess seconded. The motion carried 5-0.

**Article 6 - Permanent Full-time Assistant Health and Conservation Agent.**

Robert Weinstein said that the Annual Town Meeting Warrant would be more appropriate for placement of this Article, so it would be decided by the whole community. Town Administrator Rae Ann Palmer said she has been in discussion with the Town of Provincetown about making this a shared position. Board members and the Town Administrator discussed the environmental staffing need.

Jay Coburn moved to recommend Article 6. Janet Worthington seconded, and the motion carried 4-0-1.

**Article 7 Transfer to Pay Assessor's Bills for 2013 and 2014**

Jay Coburn moved to recommend Article 7. Robert Weinstein seconded, and the motion carried 5-0.

**Article 8 - Ban on Single Use Plastic Bags**

Jay Coburn explained the purpose of the Article. There was a question of the time of implementation. The Board favored March 31, 2016.

Robert Weinstein moved to recommend Article 8. Maureen Burgess seconded, and the motion carried 5-0.

***Discussion with New Fire Chief***

New Fire Chief Tim Collins came forward to discuss his expectations with the Board of Selectmen. Discussion included communications, working with the Town Administrator and submission of regular reports.

***Ballston Beach***

The Town Administrator gave an update on Ballston Beach. She expects the Army Corps of Engineers' report in December. The Army Corps of Engineers is waiting for the Cape Cod Commission's review, she said. The DOT had been involved in initial meetings since there is possible impact on the clapper valves at Route 6.

***Plans for Joint Meeting with Conservation Commission***

Paul Wisotzky discussed scheduling for a joint meeting with the Conservation Commission. He proposed a framework for the meeting in the hopes of moving forward. Robert Weinstein suggested inviting a representative from Town Counsel to attend the

joint meeting. Other Selectmen and Conservation Commission Chair Peter Romanelli expressed their intent to work out some problematic issues.

### **CONSENT AGENDA**

The Consent Agenda consisted of:

- A.) Review/approval and authorization of the Chair to sign a National Park Service Law Enforcement Agreement;
- B.) Review and approval of a film agreement with Optomen Productions and for October 19, 2015 Use of Town Property at Ballston and Coast Guard Beaches and authorization for the Chair to sign the agreement;
- C.) Review and approval of the Annual Request of Deficit Spending for Emergency Ice and Snow Removal;
- D.) Review and approval of the reappointment of Officer Bragdon;
- E.) Review and approval of the reappointment of Patricia Wheeler to the Truro Concert Committee; and
- F.) Review and approval of the BOS minutes of September 29, 2015

B was removed from the list to be considered separately. Chief of Police Kyle Takajian came forward to explain Item A, the agreement with the National Park Service Law Enforcement.

Jay Coburn moved to approve the Consent Agenda with the exception of Item B. Maureen Burgess seconded, and the motion carried 5-0.

Item B was reviewed separately. Jay Coburn said he was reluctant to contribute to "shark hysteria." Rae Ann Palmer said that she believes the film is to be a reenactment of the shark bite incident. It was described as a documentary film, but she will request more information from the filmmaker.

Maureen Burgess moved to approve Consent Agenda Item B and authorize the Chair to sign. Janet Worthington seconded, and the motion carried 3-2 (Coburn and Weinstein)

### **SELECTMEN REPORTS AND LIAISON REPORTS**

Paul Wisotzky reported on a letter from the Truro Non-Residents' Taxpayers Association. Jay Coburn and Maureen Burgess were willing to join in discussions with the TNRTA. Janet Worthington suggested a joint meeting of the Selectmen and the Taxpayers Association. Chair Wisotzky reminded everyone of the Community Housing Forum on Saturday, October 24, 2015 at the Truro Public Library. He acknowledged Carl Brotman's recent CPA award. Maureen Burgess attended the Disabilities training session that studied accessibility to the Town Green. Janet Worthington suggested that the Town start planning early for beach safety for the 2016 season. Jay Coburn reported further on Carl Brotman's CPA award which he received at a state house ceremony. He said there would be a joint meeting with the Planning Board at the next Selectmen's meeting.

### **SCHEDULING**

Paul Wisotzky planned for an Executive Session on October 20, 2015, and a work session on October 28, 2015. Both will be held at 5:30 p.m.

**TOWN ADMINISTRATOR'S REPORT**

Rae Ann Palmer explained the transition in the e-mail system and encouraged the Selectmen to use the calendar in the system. She said that Carol Riddley is now the Planner/Consultant, and Trudi Brazil will be Acting Town Administrator.

**AGENDA FOR NEXT MEETING**

The Town Administrator reviewed agenda items for the next meeting to be held October 27, 2015. After the joint meeting, there are number of other items on the agenda. Jay Coburn asked when there would be a discussion of private road maintenance.

**ADJOURNMENT**

Jay Coburn moved to adjourn. Maureen Burgess seconded and the motion carried 5-0. The meeting was adjourned at 6:47 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 10/13//15**

- 1.) Draft Budget Message
- 2.) Draft Warrant for Special Town Meeting
- 3.) National Park Service Law Enforcement Agreement
- 4.) Film agreement with Optomen Productions and for October 19, 2015 Use of Town Property at Ballston and Coast Guard Beaches and authorization for the Chair to sign the agreement
- 5.) Annual Request of Deficit Spending for Emergency Ice and Snow Removal
- 6.) Reappointment of Officer Bragdon

- 7.) Reappointment of Patricia Wheeler to the Truro Concert Committee
- 8.) Minutes of September 29, 2015