



**Truro Board of Selectmen Meeting Agenda**  
**Tuesday, November 10, 2015**  
**Regular Board of Selectmen Meeting - 5:00pm**  
Selectmen's Chambers Town Hall 24 Town Hall Road, Truro

**AMENDED**

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

- A. Interview and Consideration of Candidate for Planning Board Vacancy-John Hopkins
- B. Consideration of Candidates

**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. Charter Review Committee Presentation on Recommendations to Town Charter  
Presenter: Phil Smith, Chair Charter Review Committee
- B. Discussion of Board of Selectmen FY16 Goals and Objectives  
Presenter: Rae Ann Palmer

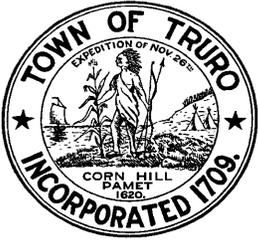
**7. CONSENT AGENDA**

- A. Review/Approve and Authorize the Chair to sign:
  - 1. Eastern Minerals Contract for Salt Bid
  - 2. Executive Office of Elder Affairs FY16 Formula Grant Contract
  - 3. FY16 Local Cultural Allocation for the Truro Cultural Council
  - 4. FEMA reimbursement contract for January 26-28, 2015 snowstorm
- B. Review and Approve Application for Bike/Road Race from the National MS Society for a Bicycle Ride on June 26, 2016 and Authorize the Chair to sign the Event Notification form for MassDOT
- C. Review and Sign AFSCME Contract for July 1, 2015 – June 30, 2018
- D. Review and Approve 2016 Annual Lodging House License for Gingerbread House-42 Depot Rd
- E. Review and Approve the 2016 Annual Alcohol Licenses and ABCC Applications-Truro Vineyards of Cape Cod (Winery and Distillery), Salty Market, Pamet Valley Package, and Montano's Restaurant
- F. Review and Approve the Alcohol Beverages Control Commission 2016 Renewal Certification
- G. Review and Approve Minutes: October 27th, 2015 and October 28, 2015

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

**9. NEXT MEETING AGENDA: THURSDAY, November 12, 2015**

- 10. EXECUTIVE SESSION:** "Move that the Board enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, Section 21(a) number 3, to discuss strategy with respect to collective bargaining involving the Police Federation, whereas discussion of these matters in open session would have a detrimental effect on the bargaining position of the Town (and the Chair so declares it) and not reconvene in open session."



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administrative Office

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

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** Interview candidate for Planning Board vacancy.

**EXPLANATION:** John Hopkins has submitted an application to serve on the Planning Board. The Planning Board interviewed him on November 4<sup>th</sup>, 2015.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

1. Application to Serve-John Hopkins



# 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: John Hopkins HOME TELEPHONE: Personal Information Redacted

ADDRESS: P.O. 1188 2100D BRIDGE WORK PHONE: Personal Information Redacted

MAILING ADDRESS: P.O. 1188 E-MAIL: Personal Information Redacted

FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WOULD LIKE TO SERVE: \_\_\_\_\_

PLANNING

SPECIAL QUALIFICATIONS OR INTEREST: Builder  
FAMILIAR WITH ROAD ISSUES  
ZONING, COM COM 30 year  
Resident

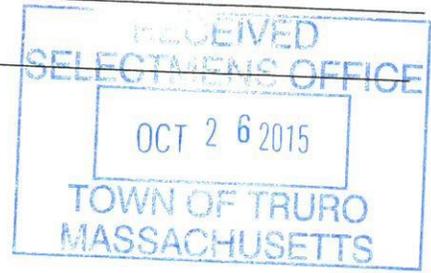
COMMENTS: \_\_\_\_\_  
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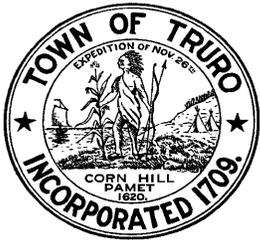
SIGNATURE: [Signature] DATE: OCT 26, 2015

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

**DEPARTMENT:** Charter Review Committee

**REQUESTOR:** Rae Ann Palmer, Town Administrator on behalf of Phil Smith, Chair

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** The Committee's presentation of recommended changes to the Town Charter.

**EXPLANATION:** The Charter Review Committee is charged with making recommendations to the Board of Selectmen on changes to the Town Charter. The attached recommendations have been forwarded to Town Counsel for comments, those comments will be forwarded as soon as they are received. If the Board concurs with the recommendations, warrant articles will be prepared for the 2016 Annual Town Meeting.

**FINANCIAL SOURCE (IF APPLICABLE):** The recommendations will not result in a need for additional funding.

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

**SUGGESTED ACTION:** *Motion to authorize the preparation of articles for the 2017 Annual Town Meeting warrant.*

**ATTACHMENTS:**

1. Proposed changes

**CHARTER REVIEW COMMITTEE  
RECOMMENDATIONS TO THE BOARD OF SELECTMEN  
NOVEMBER 10, 2015**

**4-2-10** The Board of Selectmen shall appoint a collective bargaining team, unless otherwise provided by the general laws, which shall include the Town Administrator, and may include members of the Board of Selectmen and those department heads whose employees shall be subject to the collective bargaining agreement. The Board of Selectmen may use professional assistance on the collective bargaining team, and the team shall appoint one of its members to serve as the negotiator.

COMMENT : This change makes the language less specific, which allows for more operating flexibility. It is also consistent with current practice.

**5-4-2** After consultation with the Board of Selectmen, the Town Administrator shall appoint all Department Heads, which are those positions reporting directly to the Town Administrator. All such appointments shall be subject to disapproval by a majority vote of the Board of Selectmen, provided that such a vote is taken prior to the date of the offer. This section does not apply to appointment authority granted to the Board of Selectmen in accordance with section 4-3-1 of this Charter.

COMMENT : Currently, all of these positions are listed in section 5-4-2 of the Charter. This requires a charter change any time a department head position is added, deleted or otherwise changed. In addition, disapproval by the Board of Selectmen (formerly in 5-4-5) is limited to Department Heads only, and requires the disapproval vote to occur earlier in the process.

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

COMMENT : This change eliminates multi-member bodies from the consultation process.

**5-4-5** Eliminate. Amended language has been included in 5-4-2.

COMMENT : N/A

## Agenda Item: 6A1

**6-3-1** The multi-member bodies listed in section 3-1-1 shall be elected in accordance with subsections 3-2-3 and 6-2-6 of this Charter.

COMMENT : At the 2015 Town Meeting, the listing of elected multi-member bodies was removed from Appendix B, Part 1 and was included in section 3-1-1.

**6-4-2** Eliminate

COMMENT : See comment for 5-4-2. Currently, any change in a multi-member body requires a charter change.

**Chapter 6, Section 5, Limitations 6-5-1** Except as provided by Massachusetts Law, appointed and elected multi-member bodies shall access employees who are subject to the direction and control of the Town Administrator solely through the Town Administrator.

COMMENT : This is new language, intended to eliminate confusion regarding reporting relationships.

## Chapter 7

### **Remove Section 7-1-2 subsection (3)**

“Indicate any major changes from the current fiscal year in financial policies together with the reason for such changes.”

### **Add Section 7-1-2 subsection (E)**

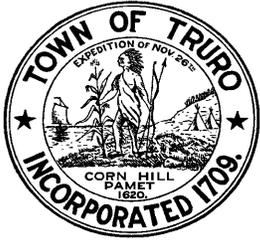
“Changes to the preliminary budget by the budget task force shall be forwarded to the Board of Selectmen for review and recommendation on or before January 31<sup>st</sup>. The Board of Selectmen shall then forward any recommendations to the FINCOM by February 21<sup>st</sup>.  
“

### **Remove Section 7-2-1(d)**

“Estimated annual operating costs including maintenance for newly acquired or constructed facilities.”

### **Section 7-2-3**

Change the date to February 21<sup>st</sup>.



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Rae Ann Palmer, Town Administrator

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** Discussion of the Board of Selectmen FY2016 Goals and Objectives

**EXPLANATION:** Attached for your review and comments is an update on the progress in meeting your FY2016 Objectives.

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

**ATTACHMENTS:**

1. Update on FY 2016 Objectives

**Fiscal Year 2016 Goals and Objectives**

**TOWN SERVICES**

**The Town of Truro will provide efficient and effective municipal services that meet the needs of year-round residents, part-time residents and visitors.**

<p>TS1</p>	<p>The Town Administrator will conduct a comprehensive review of the staffing structure of the Town and propose changes necessary to further this goal.</p>
<p><b><u>1<sup>st</sup> Quarter:</u></b> Draft submitted to BOS 10/28.</p>	
Empty space for further details or updates	

TS2	The Town Administrator will meet regularly with the Town Administrators of Provincetown and Wellfleet to explore opportunities for greater collaboration, shared programs and services, and to jointly address issues related to infrastructure.
<p><b>1<sup>st</sup> Quarter:</b> Ongoing. Met with Provincetown and Wellfleet on 10/5; meeting with Provincetown scheduled for 11/9.</p>	

TS3	The Town will continue to work closely with the Cape Cod National Seashore and Barnstable County exploring opportunities for efficiencies and shared programs and services. <i>(Continuing)</i>
<p><b>1<sup>st</sup> Quarter:</b> Ongoing Purchasing and IT work; Request for assistance with Recreation grants submitted.</p>	

<b>TS4</b>	<b>The Board of Selectmen will revise Policy Memo #17 regarding maintenance and snow removal on private roads to differentiate between private roads, private roads in subdivisions and roads within the Cape Cod National Seashore.</b>
<b><u>1<sup>st</sup> Quarter:</u></b> Discussion draft to be submitted to the BOS on November 12.	

<p style="text-align: center;"><b>TS5</b></p>	<p><b>The Town Administrator will explore the development of alternative beach parking including the feasibility of permitting privately run shuttle bus services to access town beaches and attractions for the summer of 2016.</b></p>
<p><b><u>1<sup>st</sup> Quarter:</u></b> Staff group is working on developing recommendations; research on other communities and shuttle options completed; next step to meet with RTA.</p>	

<p style="text-align: center;"><b>TS6</b></p>	<p><b>The Town Administrator will facilitate a discussion with the Regional Transit Authority and private transportation services to initiate the development of a coordinated transportation system for the community that will improve access for year round and summer residents to Town beaches, Post Offices, Town Hall, Community Center, Library and Council on Aging.</b></p>
<p><b><u>1<sup>st</sup> Quarter:</u></b> Initial conversation last Spring; see TS%, these two objectives are being worked on together.</p>	

TS7	<p>The Board of Selectmen, working with the Board of Health and the Recycling Committee will explore ways to reduce the cost of solid waste disposal handled through the Transfer Station by: <i>(Continuing)</i></p> <ul style="list-style-type: none"><li>a. Increasing recycling and exploring more aggressive use of composting.</li><li>b. Exploring fee structures such as PAYT (Pay as You Throw) that will reduce solid waste disposal costs.</li><li>c. Consider and implement the recommendations of the PAYT/SMART Committee.</li></ul>
<p><b><u>1<sup>st</sup> Quarter:</u></b> SMART Committee Report and recommendations are completed; scheduled for the 12/1 Agenda.</p>	

TS8	The Town Administrator and Licensing staff will review all policies and procedures regarding licensing approval and renewal and will recommend changes to the Board of Selectmen for adoption of Licensing Rules and Regulations and changes as necessary to Policy Memorandum #14.
<b>1<sup>st</sup> Quarter:</b> Ongoing; staff is researching other communities.	

TS9	The Town Administrator will increase the availability of Web-based municipal services.
<b>1<sup>st</sup> Quarter:</b> Ongoing; staff is researching several software packages (CRM, Beach & Transfer Station Stickers, Recreation) for inclusion in 2017 Budget requests.	

TS10	The Board of Selectmen will revise evaluation forms for the Town Administrator, the Police Chief and the Fire Chief. <i>(Continuing)</i>
<b>1<sup>st</sup> Quarter:</b> In process.	

TS11	The Police Chief and Town Administrator will complete an update of the Town's Hazard Mitigation Plan. <i>(Continuing)</i>
<b>1<sup>st</sup> Quarter:</b> In process; the Police Chief, DPW Director and Health/Conservation Agent are working on the plan with the Cape Cod Commission.	

## FISCAL MANAGEMENT

The Town of Truro will develop short and long-term fiscal policies that increase revenue from sources other than property taxes and minimize annual budget growth.

FM1	The Board of Selectmen will renew the Town Meeting Vote in support of a Home Rule Petition to extend the room's tax to short-term vacation rental of private homes and condominiums.
<b>1<sup>st</sup> Quarter:</b> Will be prepared for the 2016 Annual Town Meeting Warrant.	

FM2	The Town Administrator will prepare quarterly financial reports for the Board of Selectmen.
<b>1<sup>st</sup> Quarter:</b> Quarterly Expenditure Report format completed; will be forwarded to BOS.	

<p align="center"><b>FM3</b></p>	<p>The Town Administrator will prepare revenue &amp; expense reports for the following Departments/Functions: Pamet Harbor, Recreation, Beach, Transfer Station, Shellfish and the Council on Aging.</p>
<p><b><u>1<sup>st</sup> Quarter:</u></b> In process; anticipate completion with Budget submissions.</p>	

<p align="center"><b>FM4</b></p>	<p>The Board of Selectmen, Finance Committee and Town Administrator will work to develop a five-year strategic plan for the Town.</p>
<p><b><u>1<sup>st</sup> Quarter:</u></b> Not initiated.</p>	

FM5	The Board of Selectmen and the Finance Committee will work with the Town Administrator to develop a ten-year Capital plan for the Town.
<b>1<sup>st</sup> Quarter:</b> Compiling requests for discussion during budget process.	

FM6	The Board of Selectmen will work with the Town Administrator to develop a feasibility and cost study of the potential options to move the DPW facility off Town Hall Hill by building or acquiring a new facility. <i>(Continuing)</i>
<b>1<sup>st</sup> Quarter:</b> STM Article submitted to hire a consulting firm to complete analysis to include preliminary plans and cost estimates.	

<p align="center"><b>FM7</b></p>	<p><b>The Town will identify and apply for grants appropriate to undertake studies and special projects.</b> <i>(Revised/Continuing)</i></p>
<p><b><u>1<sup>st</sup> Quarter:</u></b> Ongoing as required.</p>	

<p align="center"><b>FM8</b></p>	<p><b>The Board of Selectmen will annually conduct a comprehensive review of Town Fees in order to provide for reasonable and equitable fees that maximize income for the Town and work towards self-sustaining programming.</b> <i>(Revised/Continuing)</i></p>
<p><b><u>1<sup>st</sup> Quarter:</u></b> In process, will be included with budget submissions.</p>	

FM9	The TA will develop a fiscal policy manual that covers new accounting requirements including addressing unfunded OPEB benefits, auditor's recommendations and sound business practices.
<b>1<sup>st</sup> Quarter:</b> In process, expect draft for review in the 4 <sup>th</sup> Quarter.	

**PUBLIC SAFETY**

**The Town of Truro will provide high quality and cost effective police, fire and emergency services to residents and visitors in coordination and collaboration with neighboring towns.**

PS1	The Board of Selectmen will hire an Interim Fire Chief.
<b>1<sup>st</sup> Quarter:</b> Completed effective October 12, 2015.	

PS2	The Board of Selectmen, Town Administrator and Interim Fire Chief will work to address the long term sustainability of the Fire & Rescue Department including the feasibility of creating a regional Fire and Rescue department with the Town of Wellfleet.
<u>1<sup>st</sup> Quarter:</u> Initiated, ongoing.	

PS3	The Board of Selectmen will work with the Police Chief to develop a vision and mission statement (policy memorandum) that informs policy and practice at the Truro Police Department.
<u>1<sup>st</sup> Quarter:</u> Ongoing.	

PS4	The Police Chief will arrange for emergency management training for the Board of Selectmen so that the Board members may better understand their roles and legal responsibilities. <i>(Continuing)</i>
<p><b>1<sup>st</sup> Quarter:</b> This can be accomplished individually online or a session with a trainer can be arranged. There is a special class for elected officials.</p>	

PS5	The Town Administrator will work with the State and local business owners and residents to create safe pedestrian access to the village centers of Truro and North Truro.
<p><b>1<sup>st</sup> Quarter:</b> Not initiated; this will become part of the discussion about parking and shuttle services in Town.</p>	

<b>PS6</b>	<b>The Town Administrator and Police Chief will work with their counterparts on the Outer Cape to strengthen available mental health and substance abuse prevention and treatment services in our Communities.</b>
<b><u>1<sup>st</sup> Quarter:</u></b> The Police Department has partnered with both the State Department of Mental Health and Gosnold on Cape Cod. The next partnership to be developed is Outer Cape Health. Once that is in place, the plan is to develop a protocol for all three agencies and the Police Department that will ensure that the teams are bringing the right resources to bear based upon the needs and to allow for cross referrals.	

## COMMUNITY SUSTAINABILITY

The Town of Truro will 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

<p>CS1</p>	<p>In an effort to support economic development the Board of Selectmen, working with the Cable &amp; Internet Advisory Committee will</p> <ul style="list-style-type: none"><li>a. Identify ways to ensure broadband internet service is available in all areas of the Town <i>(Continuing)</i></li><li>b. Continue to closely monitor Comcast contract compliance including expansion of service.</li><li>c. Explore the expansion of Cape Net to Truro residents.</li></ul>
<p><b>1<sup>st</sup> Quarter:</b> Some of this is ongoing by staff; the Cable and Internet Advisory Committee has multiple vacancies.</p>	

CS2	The Board of Selectmen will work to develop a stronger partnership with the Chamber of Commerce to support sustainable economic development.
<p><b>1<sup>st</sup> Quarter:</b> Ongoing; the BOS liaison is attending meetings of the Chamber.</p>	

CS3	The Town will identify ways to increase staff resources in support of the creation of more affordable housing including partnering with the Town of Wellfleet to hire an Affordable Housing Specialist.
<p><b>1<sup>st</sup> Quarter:</b> Ongoing; the Housing Authority and staff are participating in a regional group with the Cape Cod Commission; CPC funds were requested for support staff.</p>	

<b>CS4</b>	<b>The Board of Selectmen will propose a By-law at the Annual Town Meeting, similar to measures in place in Provincetown and Wellfleet, to ban single-use plastic bags in the Town.</b>
<b><u>1<sup>st</sup> Quarter:</u></b> Proposed for STM on November 5, 2015.	

CS5	The Board of Selectmen will hold a joint meeting with the School Committee to address such issues as declining school enrollment, the long-term financial needs of the school and our relationship to the Nauset Regional School District.
<u>1<sup>st</sup> Quarter:</u> The BOS liaison is working on dates for a joint meeting.	

CS6	The Board of Selectmen working with the Planning Board will explore zoning by-law changes that will increase the diversity of year round housing options for affordable and community housing for current and future residents.
<u>1<sup>st</sup> Quarter:</u> In process.	

<b>CS7</b>	<b>The Board of Selectmen working with the Truro Housing Authority will utilize the Housing Needs Assessment to be completed in the Fall of 2015 to inform policies that increase the availability of affordable housing in the Town of Truro.</b>
<b><u>1<sup>st</sup> Quarter:</u></b> In process.	

<b>CS8</b>	<b>The Board of Selectmen, working with the Housing Authority and other Town Committees, will hold a Summit on Community Housing to develop recommendations for changes in policies, programs and by-laws to increase the availability of affordable/community housing. <i>(Revised)</i></b>
<b><u>1<sup>st</sup> Quarter:</u></b> Completed October 24, 2015.	

CS9	The Town Administrator will continue to develop and implement plans for the restoration of tidal flow to the Pamet River Valley and to develop long-term solutions to the effects of erosion and over washing at Ballston Beach. <i>(Continuing-revised)</i>
<b>1<sup>st</sup> Quarter:</b> In process. Pending scope of work from the US Army Corps of Engineers.	

CS10	The Town Administrator will develop plans and identify funding to implement remedial efforts at Eagle Creek and East Harbor.
<b>1<sup>st</sup> Quarter:</b> In process. Meeting scheduled with Woods Hole Group on East Harbor; Eagle Creek to be included in CS9.	

CS11	The Board of Selectmen will hold quarterly joint meetings with the Planning Board to encourage information sharing and coordinated policy development.
<u>1<sup>st</sup> Quarter:</u> Ongoing. Meeting was held on October 27, 2015.	

## COMMUNITY ENGAGEMENT & GOVERNANCE

The Town of Truro will have an open and transparent government that proactively engages and involves the town's residents.

CEG1	The Town Administrator will establish a Town of Truro Facebook Page as another way to better communicate with residents and visitors.
<u>1<sup>st</sup> Quarter:</u> Completed.	

CEG2	The Town Administrator will be responsible for ensuring that the town's website is up-to-date and will continue to improve the quality, timeliness and ease of access to information and services available on it.
<p><b>1<sup>st</sup> Quarter:</b> Work in progress; staff is working on providing information with the fewest number of clicks for the user. Content on department and boards and committee pages is under review for relevancy to user needs.</p>	

CEG3	The Town Administrator will recommend ways to increase use of the Town's website and newly created Facebook page as a way to communicate with and gather information from residents, property owners and visitors. <i>(Revised/Continuing)</i>
<p><b>1<sup>st</sup> Quarter:</b> Work in progress.</p>	

<b>CEG4</b>	<b>The Town Administrator will investigate the feasibility of bringing the Truro E-Newsletter and distribution list in-house and integrating it into an overall e-communication strategy and plan.</b>
<b><u>1<sup>st</sup> Quarter:</u></b> Not initiated.	

<b>CEG5</b>	<b>The Board of Selectmen will catalogue and review all of the Board's Policy Memorandums to identify those in need of update or deletion. The Board of Selectmen will work to complete revision of policies by the end of FY2016. <i>(Continuing)</i></b>
<b><u>1<sup>st</sup> Quarter:</u></b> Ongoing.	

CEG6	The Board of Selectmen will review the charges of all town boards and committees for relevance and clarity and revise if necessary.
<u>1<sup>st</sup> Quarter:</u> Ongoing.	

CEG7	The Town will equip an additional meeting room with cameras and sound to record meetings of Town Boards and Commissions.
<u>1<sup>st</sup> Quarter:</u> In process; the plan is to use the training room at the Public Safety Facility. Equipment specifications are being prepared for bid solicitation.	

CEG8	The Town will create and provide support, training and educational materials to all of our citizen volunteers in order to make our volunteer driven committees and services more effective and compliant with State and Federal regulations.
<b>1<sup>st</sup> Quarter:</b> Training provided on Ethics and Open Meeting Law. Public records law to be scheduled.	

CEG9	The Town will collect information from residents and visitors that help inform budget priorities and policy making.
<b>1<sup>st</sup> Quarter:</b> Not initiated.	

CEG10	The BoS and the Charter Review Commission will continue to review and propose changes to the Town's Charter. <i>(Continuing)</i>
<u>1<sup>st</sup> Quarter:</u> Charter Review to submit recommendations at 11/11 meeting.	



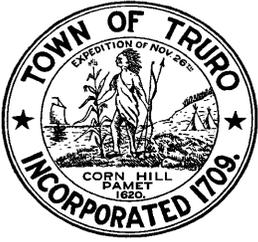
# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## CONSENT AGENDA FOR November 10, 2015

- A. Review/Approve and Authorize the Chair to sign:
  - 1. Eastern Minerals Contract for Salt Bid
  - 2. Executive Office of Elder Affairs FY16 Formula Grant Contract
  - 3. FY16 Local Cultural Allocation for the Truro Cultural Council
  - 4. FEMA reimbursement contract for January 26-28, 2015 snowstorm
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- C. Review and Sign AFSCME Contract for July 1, 2015 – June 30, 2018
- D. Review and Approve 2016 Annual Lodging House License for Gingerbread House-42 Depot Rd
- E. Review and Approve the 2016 Annual Alcohol Licenses and ABCC Applications-Truro Vineyards of Cape Cod (Winery and Distillery), Salty Market, Pamet Valley Package, and Montano's Restaurant
- F. Review and Approve the Alcohol Beverages Control Commission 2016 Renewal Certification
- G. Review and Approve Minutes: October 27th, 2015 and October 28, 2015



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** DPW

**REQUESTOR:** Jay Norton, Director

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** FY 16 Road Salt contract

**EXPLANATION:** Eastern Minerals, Inc. was the low bidder this year for the regional road salt bid solicited through the Town of Plymouth and the Barnstable County Purchasing Department. They were also the low bid and salt provider for Truro for FY '15.

**FINANCIAL SOURCE (IF APPLICABLE):** DPW FY 16 budget.

**IMPACT IF NOT APPROVED:** The Town will not have a road salt vendor which could hinder obtaining materials critical for winter road safety and snow removal.

**SUGGESTED ACTION:** *Motion to authorize the contract with Eastern Minerals, Inc for road salt materials and to authorize the Chair to sign the contract.*

**ATTACHMENTS:**

1. Contract
2. Notice of Award



Contract Agreement Between  
Town of Truro, MA  
And  
Eastern Minerals, Inc.

This Contract Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Eastern Minerals, Inc., mailing address 134 Middle Street, Suite 210, Lowell, MA 01852 herein called the “Contractor” and the Town of Truro, mailing address P.O. Box 2030, Truro, MA 02666, herein called the “Town”.

*Witnesseth*, that the Contractor and the Town for the consideration therein after named agree as follows:

**Article 1. Scope of Work**

The Contractor shall furnish Road Salt as called for in the specifications for:

“Invitation for Bid 21539 - 2015-2016 Road Salt Bids, Town of Plymouth”

**Article 2. Time Period**

The contract is for the period of July 1, 2015 through June 30, 2016.

**Article 3. Contract Sum**

\$78.74 per ton

**Article 4. Time of Payment**

The Contractor shall submit original invoices to the Town (c/o DPW Director). Payment will be made within fourteen days of receipt of the invoice.

**Article 5. Contract Documents**

The Specifications, Bid and this Agreement for the Contract, and they are fully part of the Contract as attached and incorporated herein by reference.

**Article 6. Termination for Cause**

The Town may terminate this Contract Agreement for cause, at any time upon written notice to the other party designating the reason for said termination. Termination shall be effective immediately.

**Eastern Minerals, Inc.**

**Town of Truro**

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**Donna G. Capillo,  
Corp Secretary**

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**Paul Wisotzky  
Chair, Board of Selectmen**



# TOWN OF TRURO

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

October 30, 2015

Donna G. Capillo  
Corporation Secretary  
c/o Eastern Minerals, Inc.  
134 Middle Street, Ste 210  
Lowell, MA 01852

Re: Notice of Award for Regional Salt Bid for FY2016

Dear Donna Capillo,

I am happy to inform you that I have reviewed and accepted your bid # 21539 submitted through the Town of Plymouth and the Barnstable County Purchasing Department to supply the Town of Truro with road salt at the price of \$78.74 per ton.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the owner within 5 days. Dated this 30th of October, 2015.

If you should have any questions regarding this, please feel free to contact me at extension #11. Thank you for your interest in the Town of Truro.

Sincerely,

Rae Ann Palmer  
Town Administrator  
Town of Truro

Cc: Trudi Brazil, Town Accountant  
Jason Norton, DPW Director  
Pamela D. Hagler, Town of Plymouth Procurement Officer

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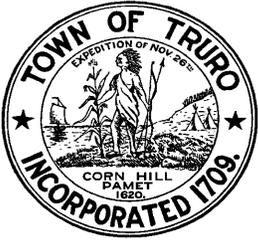
### ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by EASTERN MINERALS this the 4th day of NOVEMBER, 2015.

By Karen Girard - KAREN GIRARD

Title ASSISTANT CLERK

Employer Identification Number [REDACTED]



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Truro Council on Aging

**REQUESTOR:** Susan Travers, Director

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** Standard Contract from the Executive Office of Elder Affairs FY16 Formula Grant monies in the amount of \$6, 696.00 to assist in funding the printing and copying of the monthly newsletter at the Truro Council on Aging.

**EXPLANATION:** Review and authorize the Chairman to sign 2 copies (*in blue ink*) of the FY16 Formula grant for the printing and copying of the monthly newsletter at the Truro Council on Aging.

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

**IMPACT IF NOT APPROVED:** Not approving the Formula grant contract would have a significant impact on the ability to continue to provide a monthly newsletter to the older residents of Truro.

**SUGGESTED ACTION:** *Motion to approve the contract for FY16 and Authorize the Chair to sign the Standard Contract from the Executive Office of Elder Affairs with the Town of Truro in the amount of \$6, 696.00*

**ATTACHMENTS:**

1. Standard Contract from the Executive Office of Elder Affairs FY16 Formula.

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> TOWN OF TRURO		<b>COMMONWEALTH DEPARTMENT NAME:</b> MMARS Department Code: ELD	
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 24 TOWN HALL RD TRURO, MA 02666		<b>Business Mailing Address:</b> 1 Ashburton Place Room 517, Boston, MA 02108	
<b>Contract Manager:</b> Susan M. Travers		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> coadirector@truro-ma.gov		<b>Contract Manager:</b> Neil Petrocelli	
<b>Phone:</b> 508-487-2462	<b>Fax:</b>	<b>E-Mail:</b> neil.petrocelli@state.ma.us	
<b>Contractor Vendor Code:</b> VC6000192010		<b>Phone:</b> 1-617-222-7427	<b>Fax:</b> 1-617-727-9368
<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>MMARS Doc ID(s):</b> 16COA30000000002016	
		<b>RFR/Procurement or Other ID Number:</b> Grant Award	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <a href="#">Statewide Contract</a> (OSD or an OSD-designated Department) <input type="checkbox"/> <a href="#">Collective Purchase</a> (Attach OSD approval, scope, budget) <input type="checkbox"/> <a href="#">Department Procurement</a> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <a href="#">Emergency Contract</a> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <a href="#">Contract Employee</a> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input checked="" type="checkbox"/> <a href="#">Legislative/Legal or Other</a> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <a href="#">Amendment to Scope or Budget</a> (Attach updated scope and budget) <input type="checkbox"/> <a href="#">Interim Contract</a> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <a href="#">Contract Employee</a> (Attach any updates to scope or budget) <input type="checkbox"/> <a href="#">Legislative/Legal or Other</a> (Attach authorizing language/justification and updated scope and budget)	
The following <a href="#">COMMONWEALTH TERMS AND CONDITIONS</a> (T&C) 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"/> <a href="#">Rate Contract</a> (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"/> <a href="#">Maximum Obligation Contract</a> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). <u>\$6,696.00</u> .			
<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> This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2015 – 6/30/2016. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <a href="#">Effective Date</a> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <a href="#">Effective Date</a> . ___ 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the <a href="#">Effective Date</a> below and <b>no</b> obligations have been incurred <b>prior</b> to the <a href="#">Effective Date</a> . <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1st</u> , 20 <u>15</u> , a date <b>PRIOR</b> to the <a href="#">Effective Date</a> below, and the parties agree that payments for any obligations incurred prior to the <a href="#">Effective Date</a> 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 30th</u> , 20 <u>16</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 "Effective Date" 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>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Peter J. Tiernan</u>	
Print Title: _____		Print Title: <u>Director of Administration and Finance</u>	

Print/Enter Name of COA:

# Personnel	Municipal Funding* FY 2016 ( see below )	(A) PRELIMINARY \$9.00/senior*	(B) Initial if a Revision... ( )	Hours/ week w/ELD funds	ID totals for Formula funded position(s), indicate \$/ (hour or unit of svc.) X hours/week X number of Weeks; & ID fringe (if applicable). <i>*NOTE: At least \$4500 available regardless of town size.</i>	For ELD Use
<b>X Director/Coordinator</b> <b>X Administrative Ass't</b> ___ Program Coordinator ___ Coord. Of Volunteers ___ Fiscal Manager ___	\$64,010 \$41,951				35 Hours/Week @ 52 Weeks 35 Hours/Week@ 52 Weeks	
<b>X Clerk/Typist</b> ___ Secretary ___ Receptionist ___	\$45,754				35 Hours/Week@ 52 Weeks	
<b>X Chef/Cook</b> ___ Site Manager ___ Custodian ___	\$5,280				264 Hours/per year	
<b>4 Driver</b> ___ Dispatcher ___	\$30,757				Average of 10 Hours/Week	
<b>X Outreach Worker</b> ___ Outreach Coord./Spec. ___ Social Service Coord. ___ Social Worker ___	\$45,754				35 Hours/Week@ 52 Weeks	
Other: e.g. program instructors ___ ___ ___						

**Sub-total**                      \$ 233,506    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \* **Optional**

Please note municipal positions. (Job title/s, funding totals and hours are appreciated.) Thank you. FY2016~~B~~(W)(6.3.15) H&E 7 + B. P1 [--8a--]

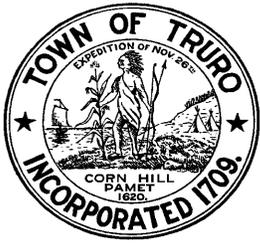
Non-Personnel Cost Category	(A) PRELIMINARY	(B) Revision	ELD & COA Notes
Staff/Volunteer Trans. Client Transportation			Rate determined locally.  (Secure & retain contract/agreement for transportation service/s)
Rent/Mortgage			
Utilities			
Renovation/Construction			Describe concisely. Secure and retain quotes/estimates. Note (estimated) completion date/s.
Equipment/furnishings			Specify/itemize and attach to budget. Check with the "GREEN GUIDE".
Office/program supplies			(Cite representative items, costs).
Facility Maintenance/ supplies			(Cite representative costs, items) Please see "GREEN GUIDE" for exterior work.
Printing/Copying (non-newsletter)			(Cite representative costs)
Postage	\$1,700	\$1,700	
Dues			
Newsletter Printing	\$4,252	\$4,996	ELD is to be recognized as supporting this activity.
Conference/Education Training (Board/Staff)			Maximum/eligible costs cited in the ELD "GREEN GUIDE".
<b>Volunteer Recognition*</b>			<b>Identify education/in-service training.</b> Max. \$16.50/yr. (PP) with Formula \$'s. VRS required.* <b>Identify the minimum # of hours</b> required for recognition or indicate "N/A." <input type="text"/> → See notes regarding eligible/ineligible volunteer hours. Thank you.
Contractors / Other			

For ELD Use

Sub-total (page 2)      \$ 5,952      \$ 6,696  
 Sub-total (page 1)      \$ 233,506      \$ \_\_\_\_\_  
**TOTAL**                      \$ 239,458      \$ 6,696

Date of this budget: 7 / 8 / 15

\*Volunteer Resource Sheet to be submitted by 26 August 2015



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Truro Cultural Council

**REQUESTOR:** Nicole Tudor, on behalf of Ken Hawkey Chair of the Cultural Council

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** Local Cultural Allocation for the Truro Cultural Council

**EXPLANATION:** “The Massachusetts Cultural Council is a state agency that promotes excellence, access, education, and diversity in the arts, humanities, and interpretive sciences to improve the quality of life for all Massachusetts residents and contribute to the economic vitality of our communities. The Council pursues this mission through a combination of grant programs, partnerships, and services for nonprofit cultural organizations, schools, communities, and artists. MCC receives an annual appropriation from the state Legislature and funds from the National Endowment for the Arts, and others. The beneficiaries of these programs comprise a cross-section of the population and citizens in each Massachusetts city and town.”; <http://www.massculturalcouncil.org/about/about.asp>

The Truro Cultural Council anticipates receiving a transfer of funds from the State in the amount of \$4,400.00 for FY16 to fund local grant requests. <https://www.mass-culture.org/truro>

Truro Cultural Council Grant Recipients FY15:

Name	Project	Amount
Alzheimer's Family Caregiver Support Center, Inc.	Re-Memorable Multigenerational Chorus of Cape Cod	\$500
Anthony, Ellen	Whatsit	\$250
Broadside Press	Broadsides on the Bus	\$200
Cultural Center of Cape Cod	Rise and Shine	\$500
DiPrima, Jay	Henry David Thoreau Lyceum Lecture Tour	\$400
Friends of the Truro Library	Little Free Libraries	\$450
Morin, Genevieve	Yoga Education	\$300
Pamet After School (of Truro Recreation)	Enrichment Projects in Art and Culture	\$483
Payomet Performing Arts Center	Payomet Circus Arts for Seniors in Truro	\$500
Truro Children's Community Garden	Truro Community Garden Education and Show	\$500
Truro Historical Society	Old and Now	\$450

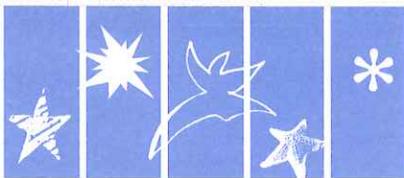
**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** The Truro Cultural Council (Local) will not receive funds for their grant programs for Fiscal Year 2016.

**SUGGESTED ACTION:** *MOTION TO approve the Massachusetts Cultural Council State Contract and the Contractor Authorized Signatory Listing and to authorize the Chair to sign.*

**ATTACHMENTS:**

1. MCC letter to Chairman Wisotzky dated 11.2.2015
2. Commonwealth of Mass Standard Contract form for MCC
3. Scope of Services
4. Commonwealth of Mass Contractor Authorized Signatory Listing



MASSACHUSETTS CULTURAL COUNCIL

## Consent Agenda Item: 7A3

10 St. James Avenue, 3rd floor  
Boston, MA 02116-3803

617.858.2700

800.232.0960 Toll Free

617.727.0044 Fax

mcc@art.state.ma.us E-mail

www.massculturalcouncil.org Web

November 2, 2015

Paul Wisotzky, Board of Selectmen Chair  
Town of Truro  
Town Hall  
PO Box 2012  
Truro MA 02666

Dear Mr. Wisotzky:

Enclosed is a contract and scope of services for the Town of Truro that covers the transfer of FY 2016 Local Cultural Council funds from the Massachusetts Cultural Council to your local cultural council account for the Truro Cultural Council.

**State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Massachusetts Cultural Council is not.**

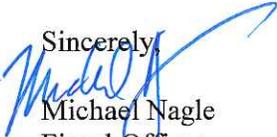
The contract includes: a signature page with the amount of the allocation (\$4,400), dates of service (July 1, 2015 to June 30, 2016), and a place to sign. You only need to sign it, include an email address if possible and make any corrections if needed. The second page is the scope of services which defines how the funds are to be expended following Massachusetts Cultural Council regulations. Lastly, the Signature Authorization page is a required form for all contracts with state agencies that clearly identifies the person or persons authorized to sign contracts for a vendor, in this case your municipality.

The contract should be signed with a completed Signature Authorization form and returned to me by November 27, 2015.

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package from your municipality. If you or any of your staff have any questions, please feel free to contact me at 617/858-2722 or by email at [michael.nagle@state.ma.us](mailto:michael.nagle@state.ma.us).

Thank you very much.

Sincerely,



Michael Nagle  
Fiscal Officer

Attachments

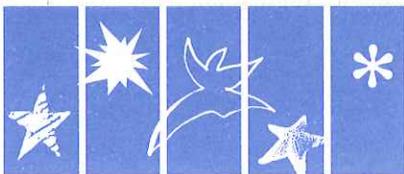


# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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> Town of Truro (and d/b/a): Town Hall PO Box 2012	<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Cultural Council <b>MMARS Department Code:</b> ART
<b>Legal Address: (W-9, W-4,T&amp;C):</b> Truro MA 02666	<b>Business Mailing Address:</b> 10 St. James Ave. 3rd Fl., Boston MA 02116
<b>Contract Manager:</b> Paul Wisotzky, Board of Selectmen Chair	<b>Billing Address (if different):</b>
<b>E-Mail:</b> townadm@truro-ma.gov	<b>Contract Manager:</b> Michael Nagle
<b>Phone:</b> 508/349-7004 <b>Fax:</b> 508/349-5505	<b>E-Mail:</b> Michael.Nagle@state.ma.us
<b>Contractor Vendor Code:</b> VC6000192010	<b>Phone:</b> 617/858-2722 <b>Fax:</b> 617/727-0044
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD__ (Note: The Address Id Must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> <b>RFR/Procurement or Other ID Number:</b>
<p style="text-align: center;"><u>NEW CONTRACT</u></p> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> Enter <u>Current Contract End Date</u> <u>Prior</u> to Amendment: ____, 20 ____. Enter <u>Amendment Amount</u> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended), \$ <u>\$4,400</u> .	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 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: __agree to standard 45 day cycle __ statutory/legal or Ready Payments ( <u>G.L. c. 29, § 23A</u> ); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<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.) <p style="text-align: center;"><b>Local Cultural Allocation for the Truro Cultural Council</b></p>	
<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 <u>Effective Date</u> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the <u>Effective Date</u> below and <b>no</b> obligations have been incurred <b>prior</b> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2015</u> , a date <b>PRIOR</b> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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 <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , 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: _____ Print Title: _____	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue  
Boston, MA 02116-3803

617.858.2700

800.232.0960 Toll Free

617.727.0044 Fax

mcc@art.state.ma.us E-mail

www.massculturalcouncil.org Web

### **Scope of Services/Budget**

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

The local or regional cultural council will expend the funds following the procedures outlined in Massachusetts Cultural Council guidelines and regulations (962 CMR 2.00 – 3.00)



# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME : Town of Truro  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192010

**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	Chair, Board of Selectmen

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: **November 10, 2015**

\_\_\_\_\_  
Signature

Title: **Chair, Board of Selectmen** Telephone: **508-349-7004 ext. 10 or 24**

Fax: **508-349-5505**

Email: **ntudor@truro-ma.gov &/or nscoullar@truro-ma.gov**

[Listing can not 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.



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Public Works

**REQUESTOR:** Jay Norton, Director

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** FEMA/MEMA Documents

**EXPLANATION:** The Town submitted expense documentation to the Massachusetts Emergency Management Agency (MEMA) and the Federal Emergency Management Agency (FEMA) in an attempt to recover funds from the Blizzard of 2015 (Jan 26<sup>th</sup>-28<sup>th</sup>) that was declared a disaster under FEMA 4214-DR-MA. The Police Chief and DPW Director compiled data and costs associated with this event for both the Police Department and Department of Public Works. This included overtime hours, materials utilized (sand/salt), machine hours and administrative costs. The total dollar amount for these services and expenses was determined to be \$23,872.19. The Town has been awarded \$17,904.14, or 75% of this requested cost. This is considered a "Small Project Payment", so once the documents have been executed and then verified by the Department, the funds will be reimbursed to the Town. Attached are contract documents that the Chair is required to execute on behalf of the Town.

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

**IMPACT IF NOT APPROVED:** The Town will not be reimbursed for emergency services provided during the Blizzard period of Jan 26<sup>th</sup>-28<sup>th</sup>.

**SUGGESTED ACTION:** *Motion to accept the disaster relief funds and to authorize the chair to execute the contract and related documents with the Commonwealth of Massachusetts (MEMA) and the U.S. Department of Homeland Security (FEMA).*

**ATTACHMENTS:**

1. Instructions, Contract documents and Forms

## INSTRUCTION SHEET - PLEASE RETURN ALL FOR

The attached forms require review and/or proper signature before reimbursement will be made.  
Please forward to Authorized Signatory for completion/signature and return to MEMA at the address below.  
Please keep a copy of all forms for your records.

- Attachments*
- 1 • **CASL - Contractor Authorized Signatory Listing:**  
*This form will only be included if this is the first contract package sent out for this disaster.*  
Please have an Authorized Officer list and sign for all Authorized Signatories allowed to sign documents on page 1; followed by the Authorized Signatory's Notarized signature on page 2. (Page 2 states this is optional, but MEMA requires this page to be completed and returned.  
**RETURN TO MEMA**
  - 2 • **Standard Contract Package**  
*\*\*Each Applicant will receive a final & signed copy of these forms after contract has been executed by MEMA\*\**
    - **State Standard Contract Form**  
Authorized Signatory as listed on CASL must sign and date as the "Contractor" in the lower left hand corner of the Contract.  
**RETURN TO MEMA**
    - **Attachment A**  
Authorized Signatory as listed on CASL must sign page #5 and return the whole document.  
**RETURN TO MEMA**
    - **Project Application Grant Report (P2)**
    - **Project Worksheet FEMA Form 90-91 Subgrant Application (PW):**  
Lists the information regarding your projects and serves as back up documentation to your Contract & Attachment A.  
**RETURN TO MEMA**
    - **Standard Contract Instructions**
  - 3 • **Project Completion and Certification Report (P4):**  
Authorized Signatory as listed on CASL to sign page 2 in the upper left once work is complete.  
Each PW will have a P.4 for each project:
    - IF WORK IS 100% COMPLETE, PLEASE SIGN P.4 ON PAGE 2 IN UPPER LEFT AND RETURN IMMEDIATELY.
    - IF WORK IS LESS THAN 100% COMPLETE, PLEASE HOLD P.4 UNTIL WORK IS 100% COMPLETE, THEN SIGN P.4 ON PAGE 2 IN UPPER LEFT AND RETURN WITH DOCUMENTATION**RETURN TO MEMA ONCE WORK IS COMPLETE**
  - 4 • **Summary Sheet for Assurances and Certifications:**  
*This form will only be included if this is the first contract package sent out for this disaster.*  
Authorized Signatory as listed on CASL to complete and sign on page 1.  
Box For FY please use FY 2015, CA for (Name of Applicant) List your city, town or Organization  
Check all Boxes, (Form 20-16A, Form 20-16B, Form 20-16C and SF LLL Disclosure of Lobbying Activities (if Applicable)  
Part 3 Form 20-16 List your City, Town or Organization  
Disclosure of Lobbying—Disclose Lobbying Activities—If you did not lobby draw a line across page, write N/A and initial.  
**RETURN TO MEMA**
  - 5 • **Commonwealth Terms and Conditions:**  
*This form will only be in your package if you do not have one on file.*  
If required the Authorized Signatory will complete all information and sign as the Contractor Authorized Signatory on back of page 1.  
Please note the same signatory will also need to sign the W9 form.  
**RETURN TO MEMA**
  - N/A • **W-9 Request for Taxpayer Identification Number and DUNS Certification:**  
*This form will only be in your package if you do not have one on file.*  
If required, the Authorized Signatory will complete all information and sign and date as the Authorized Signature on page 1.  
If you do not have a DUNS number, please see Part II Certification and apply for one before submitting the form.  
Please note the same signatory will also need to sign the Commonwealth Terms and Conditions.  
**RETURN TO MEMA**
  - N/A • **Electronic Fund Transfer Form (EFT)**  
*This form will only be in your package if you do not have one on file.*  
**To be signed and returned to MEMA with a blank "voided" check.**
  - 6 • **Federal Funding Accounting and Transparency Act Form (FFATA)**  
**To be signed by Authorized Signatory as listed on CASL and returned to MEMA with each contract**
  - 7 • **MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire**  
**To be signed by Authorized Signatory as listed on CASL and returned to MEMA with each contract**

Mail all signed and completed ORIGINAL forms to:

Massachusetts Emergency Management Agency,  
ATTN: Conor McCormack, Disaster Recovery Contract Specialist  
400 Worcester Road, Framingham, MA 01702, 508-820-1462



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: [www.mass.gov/mema](http://www.mass.gov/mema)

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Daniel Bennett  
Secretary

Kurt N. Schwartz  
Director

**September 30, 2015**

Trudi Brazil  
Truro (Town of)  
24 Town Hall Road  
Truro, MA 02666

**RE: FEMA-4214-DR-MA January 26-28 Snowstorm**

Dear Trudi Brazil:

Enclosed please find the following forms for the federal share of reimbursement under FEMA-4214-DR-MA associated with the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program:

- Contractor Authorized Signatory Listing (CASL) (if applicable)
- Standard Contract Package
  - State Standard Contract Form
  - Attachment A
  - P2 – Project Application Grant Report & PW
  - Project Worksheet FEMA Form 90-91 Subgrant Application
  - Standard Contract Instructions
- P4 – Project Completion & Certification Report
- Summary Sheet for Assurances & Certifications (if not already on file)
- Commonwealth Terms & Conditions (if not already on file)
- W-9 Request for Taxpayer Identification Number and DUNS Certification (if not already on file)
- Electronic Fund Transfer Form (if not already on file)
- Federal Funding Accounting and Transparency Act Form (FFATA)
- MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire

Region I  
P.O. Box 116  
365 East Street  
Tewksbury, MA 01876  
Tel: 978-328-1500 Fax: 978-851-8218

Region II  
P.O. Box 54  
12-1 Rear Administration Road  
Bridgewater, MA 02324-0054  
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV  
1002 Suffield Street  
Agawam, MA 01001  
Tel: 413-821-1500 Fax: 413-821-1599

Please review all information on these forms for accuracy and applicability. Once you have reviewed these documents, please complete and have the Authorized Signatory representing your community or organization sign in the appropriate spaces provided as outlined in the attached **INSTRUCTION SHEET**.

For your records, please make copies of all documents you sign, as MEMA needs all originals from this Package returned.

In accordance with 44 CFR, Section 206.206 applicants to the FEMA PA program have the right to appeal any decision or determination regarding a PA application for federal assistance, including eligibility and the amount of assistance. The appeal must be in writing and contain documented justification supporting the appeal position, specify the monetary figure in dispute and the relevant provisions of federal law, regulation or policy which you believe was inconsistent with FEMA's determination. All appeals must be submitted through MEMA, to FEMA; you have sixty (60) days from the date of this letter in which to appeal this determination. Please contact the MEMA Disaster Recovery Unit with questions or issues related to the appeal process.

The State Standard Contract establishes the total obligation for your project based on state fiscal years, the start and end dates within which all work must take place, and the Contract's purpose (including Attachment A). Once signed by the Massachusetts Emergency Management Agency (MEMA), the contract will be executed and your community or organization will be responsible for all obligations and requirements included or referenced in the contract and its Attachment A.

**Please mail original copies of all documents to:**

**Massachusetts Emergency Management Agency  
Attention: Conor McCormack  
400 Worcester Road  
Framingham, MA 01702-5399**

MEMA will send an electronic copy of all executed documents to you. When you receive this back, please retain and file them with your completed project applications - these should become part of your official records. All documents associated with this reimbursement must be retained for a period of seven (7) years (beginning from the first day after the final contract payment has been made) or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving the contract.

Please remember, no funds can be disbursed until all requested forms have been completed and the **originals** returned to MEMA. Fax copies or "stamped" signatures **will not** be accepted.

If you have any questions, please contact Conor McCormack at (508) 820-1462 or at [Conor.McCormack@state.ma.us](mailto:Conor.McCormack@state.ma.us).

Sincerely,



Scott MacLeod

MEMA Mitigation & Disaster Recovery Section Chief

Attachment: **INSTRUCTION SHEET**

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Region I  
P.O. Box 116  
365 East Street  
Tewksbury, MA 01876  
Tel: 978-328-1500 Fax: 978-851-8218

Region II  
P.O. Box 54  
12-I Rear Administration Road  
Bridgewater, MA 02324-0054  
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV  
1002 Suffield Street  
Agawam, MA 01001  
Tel: 413-821-1500 Fax: 413-821-1599

## Attachment 1

# CASL – Contractor Authorized Signatory Listing

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING  
FEMA-4214-DR-MA**

Issued May  
2004



CONTRACTOR LEGAL NAME: Truro (Town of)  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192010

**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	Chair-Board of Selectmen

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: Telephone:

Fax: Email:

[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  
FEMA-4214-DR-MA**

Issued May  
2004



**CONTRACTOR LEGAL NAME: Truro (Town of)**  
**CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192010**

**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.**

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

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

Title: Chair-Board of Selectmen

\_\_\_\_\_  
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

## Attachment 2

### Standard Contract Package

- State Standard Contract Form
- Attachment A
- P2 (Project Application Grant Report)
- FEMA Form 90-91

# 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>Truro (Town of)</b>		<b>COMMONWEALTH DEPARTMENT NAME:</b> <b>Massachusetts Emergency Management Agency</b> MMARS Department Code: <b>CDA</b>	
Legal Address: (W-9, W-4,T&C): <b>24 Town Hall Road Truro, MA 02666</b>		Business Mailing Address: <b>400 Worcester Road, Framingham, MA 01702</b>	
Contract Manager: <b>Trudi Brazil</b>		Billing Address (if different):	
E-Mail: <b>tbrazil@truro-ma.gov</b>		Contract Manager: <b>Conor McCormack</b>	
Phone: <b>508-349-7004 ext 20</b>	Fax: <b>508-349-5505</b>	E-Mail: <b>conor.mccormack@state.ma.us</b>	
Contractor Vendor Code: <b>VC6000192010</b>		Phone: <b>508-820-1462</b>	Fax: <b>508-820-1404</b>
Vendor Code Address ID (e.g. "AD001"): <b>AD</b> (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): <b>CTFEMA4214TRURO00039</b> RFR/Procurement or Other ID Number: <b>FEMA-4214-DR-MA</b>	
___ <b>NEW CONTRACT</b> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ___ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ___ <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ___ <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> <u>Legislative/Legal or Other</u> : (Attach authorizing language/justification, scope and budget)		___ <b>CONTRACT AMENDMENT</b> Enter <u>Current Contract End Date</u> <u>Prior</u> to Amendment: _____, 20 ____. Enter <u>Amendment Amount</u> : \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ___ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ___ <u>Contract Employee</u> (Attach any updates to scope or budget) ___ <u>Legislative/Legal or Other</u> : (Attach authorizing language/justification and updated scope and budget)	
The following <u>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</u> has been executed, filed with CTR and is incorporated by reference into this Contract. ___ <u>Commonwealth Terms and Conditions</u> ___ <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
COMPENSATION: (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. ___ <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being ended) <b>\$17,904.14</b>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <u>accelerated</u> 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: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: All work is subject to the Stafford Act and all requirements of 'Attachment A' are incorporated under this contract. (Reference CFDA# 97.036) PW-00039 to reimburse for FEMA 4214 January 26-28 <sup>th</sup> Blizzard DPW at			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <b>01-26-2015</b> a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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.			
CONTRACT END DATE: Contract performance shall terminate as of <b>6/30/2016</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.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " 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 <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <b>David Mahr</b> Print Title: <b>Chief Administrative Officer</b>	

PW-00039

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

## NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an

expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) \*See Amendments, Suspensions, and Termination Policy.

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

## COMMONWEALTH TERMS AND CONDITIONS

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Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

## COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date**

**must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: **The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.**

Contractor Name /Title: **The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.**

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: **Enter the Authorized Signatory's name and title legibly.**

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" 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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections

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solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c.30, § 39R](#), [G.L. c.149, § 27C](#), [G.L. c.149, § 44C](#), [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the [Official Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds,

the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); other federal requirements; [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance and contributions](#); [workers' compensation and insurance, child labor laws, AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c.153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws the Americans with Disabilities Act](#); [42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14. 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the [Public Accommodations Law G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); [Chapter 149, Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD and MCAD links and Resources](#).

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology Contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible

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property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who

is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: [www.mass.gov/mema](http://www.mass.gov/mema)

Charles D. Baker  
Governor

Kurt N. Schwartz  
Director

Karyn E. Polito  
Lieutenant Governor

Daniel Bennett  
Secretary

Date: September 30, 2015

**MEMA Scope, Terms, and Conditions (Attachment A)**  
**CTFEMA4214TRURO00039**

Disaster Declaration

Beginning January 26, 2015, the Commonwealth of Massachusetts experienced a 4-week period of unprecedented and disastrous severe winter weather, with record-breaking snowfall and persistent cold temperatures. As a result, on April 13, 2015, Massachusetts received a Presidential declaration of disaster designated **FEMA-4214-DR-MA** for the incident period of January 26-28, 2015, including Public Assistance for Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk and Worcester Counties and Snow Assistance for each of those counties, with the exception of Nantucket.

Parties

Truro (Town of) ("Truro" or "Sub-recipient") is an eligible public or private not-for-profit entity that has submitted a request for public assistance as an applicant to the Federal Emergency Management Agency (FEMA) Public Assistance Program and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through its Massachusetts Emergency Management Agency ("Department"), is the non-Federal Grantee responsible for administering all public assistance as pass-through grants for FEMA. The Contractor is a Sub-recipient of the Commonwealth of Massachusetts that enters into contract # **CTFEMA4214TRURO00039** as described in this Attachment A.

Purpose

The FEMA Public Assistance (PA) program reimburses approved applicants for the federal share (75%) of eligible costs incurred by the Contractor for emergency protective measures taken by the Contractor to save lives, protect public health and safety, or prevent damage to improved public or private property or for permanent work to restore a damaged facility to its pre-disaster status as a result of damage from this declared disaster. This sub-grant contract provides federal share funding, through the Department, for the specific projects listed in the attached PW – Project Worksheet FEMA Form 90-91 Subgrant Application (**PW-00039**).

### Applicable Laws and Regulations

This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to, MGL Chapter 29, 815 CMR 2.00 and the Commonwealth Standard Terms and Conditions. Funding is provided to the Commonwealth by FEMA as federal assistance for the major disaster designated FEMA-4214-DR-MA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR and 2 CFR 200. As a federal sub-recipient, the sub-recipient is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, and policies. It is also the responsibility of the Contractor to maintain detailed records of documents concerning the bidding, execution, payment, and completion of this project in compliance with state and federal audit requirements.

### Sub-recipient Non-compliance

Contractor, as sub-recipient, is subject to the above federal and state regulations and related requirements as further described below. Contractor non-compliance may result in an audit finding and subsequent repayment of funds to the Federal Government. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor, regardless of previous approval by either FEMA or MEMA, do not comply with regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by FEMA and/or MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).

### Valid Contract Dates

Due to the unexpected nature of disasters, the effective contract start date on the Standard Contract signature page will most often be earlier than the dated signatures for both the Department and Contractor. The Contractor may be reimbursed for approved activity taking place no earlier than the effective start date as indicated on the Standard Contract signature page and extending to no later than **6/30/2016**. All performance must be completed within these dates unless a State Standard Contract Amendment is executed by both parties prior to the current end date. Based on extraordinary circumstances and when supported with appropriate justification, Period of Performance extensions may be granted by either FEMA or MEMA on a case-by-case basis in accordance with FEMA PA program policy. It is the responsibility of the Contractor to submit a completed time extension request to MEMA before the established time frame for completing eligible work expires. FEMA regulations provide reimbursement only for those costs incurred up to the latest approved completion date for a particular project.

### Completion of Work

Work must be completed based on FEMA's time limits for each category of work. The contract end date only applies to the contract, and is not the date of which work is to be completed.

### Budget

The Contractor has applied to FEMA for disaster assistance and has been approved for **\$23,872.19** in total eligible costs. This contract is awarded to reimburse Contractor for 75% of eligible costs based on FEMA PA requirements. Funds may be expended only for the purposes described within the Scope of Work of the approved Project Worksheet (Form 90-91), which is hereby incorporated into this contract.

The total value of this contract is determined by the FEMA-approved Project Worksheet. Funding is made available over the life of the contract and is allocated based on state fiscal year projections (July 1 – June 30).

The total value of this contract is \$17,904.14. Fiscal year spending is projected as follows:

FY16: \$17,904.14

FY17:

Amendments to fiscal year projections must be requested no later than May 1 to ensure a revised contract is executed prior to the end of the state fiscal year. FEMA approval is not required for an amendment to the state fiscal year budget as long as activity remains within the FEMA approved period of performance. Contractors cannot be reimbursed for costs over and above the fiscal year budget in the absence of an approved contract amendment.

#### Payments

The Contractor is responsible for procurement, documentation, and expenditure of all funds used to support the project. All payments are subject to verification by the Department. Due to the unplanned nature of disasters, it is understood that many projects will have incurred 100% of their costs prior to contracting with MEMA.

#### *'Small' and 'Large' Project Payments*

A 'Small Project' is eligible for payment immediately after execution of the state contract. FEMA-designated Small Projects (less than \$121,600 for FFY2015) will be fully reimbursed after a state contract has been properly executed, even if the work has not been completed (44 CFR 206.205). Sub-recipients must submit all required documentation and a signed P.4 when the work is completed. The Department will review documentation to ensure work was related to the approved project. Per 44 CFR 206.205, if actual spending on a Small Project is less than the approved project amount, the sub-recipient is not required to return the funds. However, any Contractors seeking additional funds for Small Project cost overruns must first apply overages from other Small Projects before additional federal funds can be requested. Failure to complete a small project may require that reimbursement of federal funds be returned to the Department.

FEMA-designated 'Large Projects' (greater than \$121,600 for FFY2015) are paid on actual costs incurred for eligible work (not on cost estimates) and payment will be made upon receipt of all required supporting documentation. If the project is 100% complete at the time of FEMA approval, the Contractor must provide a signed P.4 as an invoice/payment request. Projects that are not 100% complete may be paid at the completion of the project or periodically throughout the life of the project as partial payments for actual costs incurred for FEMA-eligible work. All payment requests must be accompanied by proper back-up documentation including proof of payment. The Contractor will be reimbursed only for the amount of eligible, documented actual costs incurred. A signed P.4 is required for final payment of large projects accompanied by an approved 100% FEMA PW. All projects are subject to periodic inspection and verification by FEMA and/or MEMA personnel. Payment for Large Projects shall be no more than 75% of actual work supported by documentation of the work and match.

#### Sub-recipient Match

The use of FEMA funds for their stated purposes requires a 25% non-federal cost-share contribution from the Contractor per 44 CFR 206.65. Cost-share contributions may be satisfied by either or both of: (1) allowable costs incurred under the scope of performance for the PW funded by this contract and paid from non-federal sources, and/or (2) the value of third party in-kind contributions applicable to the period to which the cost-sharing requirements apply. Allowable costs paid from non-federal sources must not count towards satisfying a cost-sharing or matching requirement of any other award of federal funds. Execution of this contract constitutes the Contractors certification that it is applying non-federal sources to meet its cost-share obligation (2 CFR 200.306).

All recipients are required (2 CFR 200.302) to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. These records shall include both Federal funds and all matching funds of State, local, and private organizations, when applicable. MEMA will verify match at time of payment for Large Projects.

#### Reporting

Contractor is a federal grant sub-recipient and therefore subject to all federal reporting requirements associated with FEMA-4214-DR-MA.

For any 'large project' not 100% completed at the time of contracting the Contractor must submit quarterly progress reports as required by the Department.

The Contractor must submit a P.4 Report for any 100% completed PW to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the project was completed and payments were made in compliance with the provisions of this contract and all other applicable governing documents.

#### Federal Funding Accounting and Transparency Act (FFATA)

FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). Sub-recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package.

#### 2 CFR 200 Subpart F Audit Reports, Subpart F Form,

Per Office of Management and Budget (OMB) regulations, sub-recipient may be subject to Subpart F audit requirements. Sub-recipient agrees to submit a copy of any Subpart F audits reports to MEMA. Sub-recipient further agrees to notify MEMA of any Subpart F audit findings related to any federally funded activities. Sub-contractor acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments. Sub-recipient agrees to abide by OMB regulations and to submit the attached Subpart F acknowledgement form as part of this contract package.

#### Sub-recipient Risk Assessment and Monitoring

Per 2 CFR 200.331, prior to awarding of this contract, the sub-recipient must provide to the Department the attached Sub-recipient Risk Assessment Questionnaire and Response form. Sub-recipient further agrees to monitoring by the Department as a result of its assessment of the sub-recipient's risk for non-compliance.

#### Internal Controls

Per 2 CFR 200.303, sub-recipients must maintain and implement effective internal controls that provide reasonable assurance that federal funds are managed in compliance with all statutes, regulations, and terms and conditions.

Per 2 CFR 200.430 (Compensation), internal controls must cover payroll charges to federal awards such that payroll charges are documented as accurate, allowable, and allocable, are reflected in the official records of the sub-recipient, reasonably reflect the total activity for each employee (federal and non-federal), and comply with all accounting policies and practices of the sub-recipient.

#### Procurement

Sub-recipient must conduct all procurements in compliance with 2 CFR 200.318-326. Specific policies, procedures, and/or standards must be in place that meet or exceed these requirements at the time of procurement. Costs incurred which are otherwise appropriate and reasonable, but which were procured in violation of federal procurement requirements may result in disallowed costs or repayments (See Sub-recipient Non-compliance).

#### Procurement Contract provisions

Contracts utilized by sub-recipients for goods and services must contain the applicable provisions described in 2 CFR 200 Appendix II and attached hereto.

#### Disclosures

Per 2 CFR 200.112, the sub-recipient must disclose in writing any potential conflicts of interest to the Department.

Per 2 CFR 200.113, the sub-recipient must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially effacing the federal award.

Per 44 CFR 206.253 and FEMA Public Assistance Policy on Insurance (FP 206-086-1), as a condition of FEMA assistance for permanent work to replace, restore, repair, reconstruct or construct a facility, the applicant must insure the facility and/or its contents against future loss (i.e. "obtain and maintain" insurance), with such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazards which caused the major disaster. A sub-recipient should notify FEMA- in writing through the Department of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

#### FEMA Required assurances

All sub-recipients must complete the attached Summary Sheet for Required Assurances and any associated assurances required.

#### Records Management

The Contractor agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract and/or any approved PWs funded by it. All of the following records may not be applicable to every project, but everything that does pertain to a project should be filed with the corresponding Project Worksheet.

#### Certifications (200.415)

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Non-profit organizations must certify as appropriate that they did not meet the definition of a major corporation as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (a).

Prior to acceptance of these terms and conditions, Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

By signing below, the Contractor certifies that it understands all obligations and has in place or will implement policies and procedures that meet or exceed the standards and requirements above. Acceptance of payment for the activities under this agreement indicates that all actions taken by the sub recipient for the purposes of this grant program were done so in compliance with all grant requirements and all applicable laws and regulations, including the certification statement above.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Capture Date: 09/30/2015 12:41

Federal Emergency Management Agency  
Project Application Grant Report (P.2)  
Disaster: FEMA-4214-DR-MA

Number of Records: 2

Applicant ID: 001-70605-00  
Bundle #: PA-01-MA-4214-PW-00039(114)

Applicant: TRURO (TOWN OF)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-4214-PW-00039(0)	B	N	10-13-2015	23,872.19

Facility Number: 1  
Facility Name: TRURB01 - DPW Town of Truro

Location: Town of Truro, 24 Town Hall Road (Town Wide)  
GPS 41.998515, -70.056170

WORK COMPLETED:  
The Truro Department of Public Works (DPW) took such actions as necessary to save lives, protect public health and safety, and protect improved property. The applicant's most critical needs began at 0001 hr. on January 27, 2015 and extended for an eligible period of 48 continuous hours until 0001 hr. on January 29th, 2015 the applicant maintains 80 lane miles of roadway for snow and ice operations and municipal properties. Eligible work performed for this 48 hour time period includes plowing and removing snow from roads and town maintained areas.  
The applicant using Force Account Labor expended (301 total hrs. of which 171 hrs. were eligible O/T hours) = \$ 7,027.89 Force Account Equipment (526 eligible hours) = \$ 11,921.25, Material, Screened Sand = \$ 1,500.00  
Total cost for the DPW = \$ 20,449.14 + Direct Ad Min \$ 415.44 = \$20,864.58  
All documentation was reviewed i verified and costs found reasonable by the FEMA Project Specialist assigned.

Scope Notes:  
Per applicant DPW chose not to claim sand spreaders as not all pieces of equipment do not have spreaders and wasn't worth their time to inventory.  
The invoices from John Noons INC. Were submitted as back up to reflect the actual price the applicant paid for sand. Per DPW 150 CY of sand was applied to roads and was taken out of stock.

Site 1 DPW Total Costs \$20,864.58  
Site 2 Police Dept. Total Costs \$3,007.61  
Grand Total \$23,872.19

FA Equipment hours exceed FA labor hours due to the additional attachments i.e. plows.

Project Notes:  
DIRECT ADMINISTRATIVE COSTS: The subgrantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to the administration of this PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly in all federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

PROCUREMENT: The Applicant has been advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures. The federal regulations at 2 C.F.R. §§ 200.317 to 326 set forth various procurement standards that a non-Federal entity must follow when using FEMA Public Assistance funding to finance procurements of property and services to perform the scope of work under a Public Assistance award. As detailed in those regulations, a state must use the same policies and procedures that it uses for procurements from its non-Federal funds. 2 C.F.R. § 200.317. A state must also comply with 2 C.F.R. § 200.322 (Procurement of Recovered Materials), must ensure that every purchase order or other contract included any clauses required by 2 C.F.R. § 200.326 (Contract Provisions), and must follow all applicable federal laws, executive orders, and implementing regulations. All other non-Federal entities, including non-state subrecipients of a state, must follow the regulations at 2 C.F.R. § 200.318 (General Procurement Standards) through 2 C.F.R. § 200.326 (Contract Provisions). A non-Federal entity, however, may continue to apply with the former procurement standards applicable to FEMA awards formerly located at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of one additional fiscal year after December 26, 2014. 2 C.F.R. § 200.110(a). This is an elective grace period and, if a non-Federal entity chooses to use the previous procurement standards before adopting the procurement standards in 2 C.F.R. pt. 200, must document this decision in its internal procurement policies.

Records Retention. The FEMA-State Agreement and 2 C.F.R. § 200.333 set forth the records retention requirements under the Public Assistance grant. The State is required to retain records for 3 years (except in certain rare circumstances described in 2 C.F.R. §200.333) from the date it submits the final Federal Financial Report (SF 425) for the entire Public Assistance grant to FEMA in compliance with 2 C.F.R. § 200.333, notwithstanding the time period prescribed for subrecipients. Subrecipients are required to retain records for 3 years from the date that the State submits to FEMA the final expenditure report for the subrecipient. The final expenditure report for the subrecipient is the quarterly progress report in which the State indicates it reflects the last and final expenditures for the subrecipient for the Public Assistance grant. FEMA will not confirm the quarterly progress report as the final expenditure report for a particular subrecipient until the State has submitted all outstanding information and certifications required in 44 C.F.R. § 206.205 for all the subrecipient's costs and work for the major disaster.

Insurance Purchase Requirements-  
As a condition for receiving Public Assistance for permanent work, an applicant must obtain and maintain insurance to cover that facility for the hazard that caused the damage. Such coverage must, at a minimum, be in the amount of the estimated eligible damages for that structure prior to any reduction. The costs of Section 406 hazard mitigation measures are included in the amount of insurance required. If the requirement to purchase all insurance is not met, FEMA will not provide assistance for damage sustained in the current or a future disaster of the same type. If the applicant does not maintain all required insurance, FEMA will not provide any assistance for that facility in future disasters of the same type. An applicant is exempt from this requirement for:

- Projects where the eligible damage (before any reductions) is less than \$5,000; or.
- Facilities for which, in the determination of the State insurance commissioner, the type and/or extent of insurance being required by FEMA is not reasonable. (This exemption does not apply to facilities insurable under the NFIP because insurance is both available and reasonable.)

Scope of Work:

Facility Number: 2  
Facility Name: TRURB01 - Police Department Town of Truro

Location: Truro Police Department 344 US 6 Truro, Ma  
GPS: 42.022282, -70.074208  
Emergency Protective Measures Town Wide

Work Complete  
The applicant took such actions as necessary to save lives and protect public health and safety by pre-positioning officers throughout the town in anticipation of responding to numerous snow storm related health and welfare checks, medical emergencies, motor vehicle accidents / abandoned cars and alarms going off due to power surges throughout the Town.  
The applicant utilizing Force Account Labor, Total Hours 84 of which (36 hours eligible O/T hours), = \$ 1,750.73  
Force Account Equipment, 54 eligible hours = \$ 877.50  
DAC: \$ 379.38  
Total Truro Police Department \$ 3,007.61

Scope of Work: All documentation was reviewed i verified and costs found reasonable by the FEMA Project Specialist assigned.

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	23,872.19	0.00	23,872.19
Federal Share (\$)	17,904.14	0.00	17,904.14

Capture Date: 09/30/2015 12:41

Federal Emergency Management Agency  
Project Application Grant Report (P.2)  
Disaster: FEMA-4214-DR-MA

Number of Records: 2

PA-01-MA-4214-PW-00039(0) P	
Applicant Name:	Application Title:
TRURO (TOWN OF)	TRURB01 - Snow Removal / Emergency Protective Measures
Period of Performance Start:	Period of Performance End:
04-13-2015	10-13-2015

Bundle Reference # (Amendment #)	Date Awarded
PA-01-MA-4214-PW-00039(114)	09-29-2015

### Subgrant Application - FEMA Form 90-91

**Note:** The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET								
DISASTER		PROJECT NO.		PA ID NO.	DATE	CATEGORY		
FEMA	4214	-	DR	-MA	TRURB01	001-70605-00	06-11-2015	B
APPLICANT: TRURO (TOWN OF)					WORK COMPLETE AS OF:			
					01-28-2015 : 100 %			
Site 1 of 2								
DAMAGED FACILITY:					COUNTY: Barnstable			
TRURB01 - DPW Town of Truro								
LOCATION:					LATITUDE:	LONGITUDE:		
PA-01-MA-4214-PW-00039(0): Town of Truro, 24 Town Hall Road ( Town Wide) GPS 41.998515, -70.056170					41.998515	-70.05617		
Current Version:								
DAMAGE DESCRIPTION AND DIMENSIONS:								
PA-01-MA-4214-PW-00039(0): During the declared incident period of January 26th, 2015 through January 28th, 2015, the applicant's County had record or near record snowfall. It has been determined that it was beyond both local and state capabilities to adequately respond. Record or near record snowfall accompanied by icing conditions was deposited on public roads, Right of Ways, pedestrian walkways, parking lots, and other publicly maintained properties. Snow removal and spreading of sand and other abrasives were determined to be eligible emergency measures taken to save lives, protect public health and safety, and to protect improved property.								
Current Version:								
SCOPE OF WORK:								
PA-01-MA-4214-PW-00039(0): WORK COMPLETED:								
The Truro Department of Public Works (DPW) took such actions as necessary to save lives, protect public health and safety, and protect improved property. The applicant's most critical needs began at 0001 hr. on January 27, 2015 and extended for an eligible period of 48 continuous hours until 0001 hr. on January 29th, 2015 the applicant maintains 80 lane miles of roadway for snow and ice operations and municipal properties. Eligible work performed for this 48 hour time period includes plowing and removing snow from roads and town maintained areas. The applicant using Force Account Labor expended (301 total hrs. of which 171 hrs. were eligible O/T hours) = \$ 7,027.89 Force Account Equipment (526 eligible hours) = \$ 11,921.25, Material, Screened Sand = \$ 1,500.00 Total cost for the DPW = \$ 20,449.14 + Direct Ad Min \$ 415.44 = \$20,864.58 All documentation was reviewed I verified and costs found reasonable by the FEMA Project Specialist assigned.								
Scope Notes:								

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 Grand Total \$23,872.19

FA Equipment hours exceed FA labor hours due to the additional attachments i.e. plows.

**Project Notes:**

**DIRECT ADMINISTRATIVE COSTS:** The subgrantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to the administration of this PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly in all federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

**PROCUREMENT:** The Applicant has been advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures. The federal regulations at 2 C.F.R. §§ 200.317 to 326 set forth various procurement standards that a non-Federal entity must follow when using FEMA Public Assistance funding to finance procurements of property and services to perform the scope of work under a Public Assistance award. As detailed in those regulations, a state must use the same policies and procedures that it uses for procurements from its non-Federal funds. 2 C.F.R. § 200.317. A state must also comply with 2 C.F.R. § 200.322 (Procurement of Recovered Materials), must ensure that every purchase order or other contract included any clauses required by 2 C.F.R. § 200.326 (Contract Provisions), and must follow all applicable federal laws, executive orders, and implementing regulations. All other non-Federal entities, including non-state subrecipients of a state, must follow the regulations at 2 C.F.R. § 200.318 (General Procurement Standards) through 2 C.F.R. § 200.326 (Contract Provisions). A non-Federal entity, however, may continue to apply with the former procurement standards applicable to FEMA awards formerly located at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of one additional fiscal year after December 26, 2014. 2 C.F.R. § 200.110(a). This is an elective grace period and, if a non-Federal entity chooses to use the previous procurement standards before adopting the procurement standards in 2 C.F.R. pt. 200, must document this decision in its internal procurement policies.

**Records Retention.** The FEMA-State Agreement and 2 C.F.R. § 200.333 set forth the records retention requirements under the Public Assistance grant. The State is required to retain records for 3 years (except in certain rare circumstances described in 2 C.F.R. §200.333) from the date it submits the final Federal Financial Report (SF 425) for the entire Public Assistance grant to FEMA in compliance with 2 C.F.R. § 200.333, notwithstanding the time period prescribed for subrecipients. Subrecipients are required to retain records for 3 years from the date that the State submits to FEMA the final expenditure report for the subrecipient. The final expenditure report for the subrecipient is the quarterly progress report in which the State indicates it reflects the last and final expenditures for the subrecipient for the Public Assistance grant. FEMA will not confirm the quarterly progress report as the final expenditure report for a particular subrecipient until the State has submitted all outstanding information and certifications required in 44 C.F.R. § 206.205 for all the subrecipient's costs and work for the major disaster.

**Insurance Purchase Requirements-**

As a condition for receiving Public Assistance for permanent work, an applicant must obtain and maintain insurance to cover that facility for the hazard that caused the damage. Such coverage must, at a minimum, be in the amount of the estimated eligible damages for that structure prior to any reduction. The costs of Section 406 hazard mitigation measures are included in the amount of insurance required. If the requirement to purchase all insurance is not met, FEMA will not provide assistance for damage sustained in the current or a future disaster of the same type. If the applicant does not maintain all required insurance, FEMA will not provide any assistance for that facility in future disasters of the same type. An applicant is exempt from this requirement for:

- Projects where the eligible damage (before any reductions) is less than \$5,000; or.
- Facilities for which, in the determination of the State insurance commissioner, the type and/or extent of insurance being required by FEMA is not reasonable. (This exemption does not apply to facilities insurable under the NFIP because insurance is both available and reasonable.)

Current Version:

Site 2 of 2

**DAMAGED FACILITY:**

TRURB01 - Police Department Town of Truro

COUNTY: Barnstable

**LOCATION:**

PA-01-MA-4214-PW-00039(0):  
 Truro Police Department 344 US 6 Truro, Ma  
 GPS: 42.022282, -70.074208  
 Emergency Protective Measures Town Wide

LATITUDE:

LONGITUDE:

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-01-MA-4214-PW-00039(0):

During the declared incident period of January 26th, 2015 through January 28th, 2015 the applicant's County had record or near record snowfall. It has been determined that it was beyond both local and state capabilities to adequately respond. Record or near record snowfall accompanied by icing conditions was deposited on public roads, right of ways, pedestrian walkways, parking lots, and other publicly maintained properties. The Truro Police Department pre-positioned officers throughout the town in anticipation of responding to numerous snow storm related health and welfare checks, medical emergencies, Motor Vehicle accidents / abandoned cars and alarms going off due to power surges and assisting DPS snow plows throughout the Town.

Current Version:

SCOPE OF WORK:

PA-01-MA-4214-PW-00039(0):

Work Complete

The applicant took such actions as necessary to save lives and protect public health and safety by pre-positioning officers throughout the town in anticipation of responding to numerous snow storm related health and welfare checks, medical emergencies, motor vehicle accidents / abandoned cars and alarms going off due to power surges throughout the Town.

The applicant utilizing Force Account Labor, Total Hours 84 of which (36 hours eligible O/T hours), = \$ 1,750.73

Force Account Equipment, 54 eligible hours = \$ 877.50

DAC: \$ 379.38

Total Truro Police Department \$ 3,007.61

All documentation was reviewed I verified and costs found reasonable by the FEMA Project Specialist assigned.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site?  Yes  No

Special Considerations included?  Yes  No

Hazard Mitigation proposal included?  Yes  No

Is there insurance coverage on this facility?  Yes  No

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9007	LABOR	1/LS	\$ 8,778.62	\$ 8,778.62
2	9008	EQUIPMENT	1/LS	\$ 12,798.75	\$ 12,798.75
3	9009	MATERIALS	1/LS	\$ 1,500.00	\$ 1,500.00
		Direct Subgrantee Admin Cost			
4	9901	DIRECT ADMINISTRATIVE COSTS	1/LS	\$ 794.82	\$ 794.82
				<b>TOTAL COST</b>	<b>\$ 23,872.19</b>
PREPARED BY JAMES WYATT			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Kyle Takajian			TITLE Police Chief, EMD	SIGNATURE	

Attachment 3  
Project Completion &  
Certification Report (P4)

Generated Date: 09/30/2015 13:53

Federal Emergency Management Agency  
 Project Completion and Certification Report (P.4)  
 Disaster: FEMA-4214-DR-MA

Applicant FIPS ID: 001-70605-00 Applicant/Subdivision Name: TRURO (TOWN OF)

<u>PW#</u>	<u>Amendment #</u>	<u>Approved Proj. Amt.</u>	<u>Cost Share</u>	<u>Cat</u>	<u>Bundle</u>	<u>Work Done By</u>	<u>Projected Compl. Date</u>	<u>% Compl. at Insp.</u>	<u>Elig Amount</u>	<u>Actual Date Completed</u>	<u>Amt. Claimed by Applicant</u>	<u>Comments</u>
PA-01-MA-4214-PW-00039	0	\$23,872.19	N	B	PA-01-MA-4214-PW-00039 (114)	SA Labor Contracts	10-13-2015	100	\$23,872.19	1/28/15	\$ 23,872.19	
<b>Total for 1 PWs:</b>											\$23,872.19	
<b>Subgrantee Admin:</b>											\$0.00	
<b>Grand Total:</b>											\$23,872.19	

Generated Date: 09/30/2015 13:53

**Federal Emergency Management Agency  
Project Completion and Certification Report (P.4)  
Disaster: FEMA-4214-DR-MA**

**Applicant FIPS ID:** 001-70605-00 **Applicant/Subdivision Name:** TRURO (TOWN OF)

**Certification**

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Authorized Representative

Governor's Authorized Representative

Attachment 4  
Summary Sheet for Assurances  
and Certifications

U.S. DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025  
Expires July 31, 2007

FOR \_\_\_\_\_ CA FOR (Name of Recipient) \_\_\_\_\_  
FY \_\_\_\_\_

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I  FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II  FEMA Form 20-16B, Assurances-Construction Programs
- Part III  FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV  SF LLL, Disclosure of Lobbying Activities (*If applicable*)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

**NOTE:** By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

**Paperwork Burden Disclosure Notice**

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472. You are not required to complete this form unless a valid OMB control number is displayed in the upper corner on this form. Please do not send your completed form to the above address.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

**FEDERAL EMERGENCY MANAGEMENT AGENCY**  
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND**  
**OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.  
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS**  
**(DIRECT-RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attached an explanation to this application.

**3. DRUG-FREE WORKPLACE**  
**(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

---

---

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Check  if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

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## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB

0348-0046

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>For Material Change Only:  year _____ quarter _____  date of last report _____</p>	
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known: _____</p>		
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>		
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>		
<p><b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):</p>	<p><b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI):</p>		
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>			<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.:</b> _____      <b>Date:</b> _____</p>
<p><b>Federal Use Only:</b></p>			<p>Authorized for Local Reproduction  Standard Form LLL (Rev. 7-97)</p>

Attachment 5  
Commonwealth Terms  
And Conditions



# COMMONWEALTH TERMS AND CONDITIONS

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The

Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR, and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_ (signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: \_\_\_\_\_

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal-address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments

and Contractors. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void. Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure

any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third-party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

Attachment 6  
FFATA Form

## Federal Funding Accountability and Transparency Act Compliance Form

Please complete and return this form with contracts.

Part 1. In order to comply with the Federal Funding Accountability and Transparency Act (FFATA), the Massachusetts Emergency Management Agency may only award grants and contracts to entities with the Dun and Bradstreet Data Universal Numbering System numbers (DUNS). DUNS numbers are used as identifiers for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The DUNS number will be used throughout a grant's life cycle. Please consult your accounting department to obtain your organization's nine-digit DUNS number. If necessary, you may obtain one by calling 1-866-705-5711 or by applying online at <http://fedgov.dnb.com/webform/displayHomepage.dio>.

**Table 1. Award Information**

Name of Entity Receiving Award	Truro (Town of)
Street Address	24 Town Hall Road PO BOX 2030
City, State, Zip	Truro, MA 02666
Contact Name	Trudi Brazil
Contact Phone Number	508-349-7004 ext 20
Congressional District	
Amount of Award	\$17,904.14
Nine-Digit DUNS Number	028558716
Transaction Type	Reimbursement
CFDA number or NAICS code	97.036
Program Source	DRMAP-4214
Award Title	FEMA Public Assistance

Part 2. FFATA requires information be collected regarding executive compensation. If the gross revenue of your organization exceeds \$25,000,000, more than 80% of the gross revenue is from federal sources, and the public does not have access to this information through other government reports the names, titles, and salaries of the executives with the five highest salaries must be provided. If your organization meets these criteria, please complete Table 2. If your organization does not meet these criteria, please check the statement above the table.

\_\_\_\_\_ The gross revenue of my organization does not exceed \$25,000,000 and more than 80% of the gross revenue of my organization is not from federal sources and or compensation information is available to the general public.

OR

**Table 2 Executive Compensation (by Salary)**

First and Last Name	Title	Annual Salary

\_\_\_\_\_  
Signature of authorized official (signed in blue ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Authorized Official

\_\_\_\_\_  
Title

Attachment 7  
Risk Assessment Questionnaire

**MEMA Subrecipient Pre-Award Risk Assessment Questionnaire**

**Subrecipient Name:** \_\_\_\_\_

(Includes all departments, divisions, or units within the Municipality or Not-for-Profit receiving federal grant funds)

Per 2 CFR 200.331 section (b), MEMA is required to “evaluate each subrecipient’s risk of non-compliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.” Please provide the information requested below with your signed contract package. MEMA may be required to follow up with you regarding your responses to discuss monitoring requirements.

**200.331(b)(1):** Has Subrecipient been the direct recipient or a subrecipient of Department of Homeland Security federal funds within the last two fiscal years:

Yes  No   
(if yes, please complete corresponding section on next page)

**200.331(b)(2):** Was Subrecipient required (OMB A-133 or 2 CFR 200 Subpart F) to have an audit of Federal Funds performed in the two most recently closed fiscal years?

Yes  No

Does Subrecipient have any findings or questioned costs related to federal grants administration in the last two most recently closed fiscal year Audits?

Yes  No   
(if yes, please complete corresponding section on next page)

**200.331(b)(3):** Has Subrecipient employed new personnel or implemented new or substantially changed systems related to Federal Grant Management in the last calendar year

Yes  No   
(if yes, please complete corresponding section on next page)

**200.331(b)(4):** Has Subrecipient been monitored by any Federal Agency as a direct recipient of Federal Funding in the last two fiscal years.

Yes  No   
(if yes, please complete corresponding section on next page)

**Under pains and penalties of perjury, the authorized signatory for this contracts attests to the accuracy of the above responses and corresponding information attached:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**MEMA Subrecipient Pre-Award Risk Assessment Questionnaire**

**200.331(b)(1):** Please list below (or attach) all Homeland Security federal awards received as a direct recipient or subrecipient in the last two fiscal years:

<b>Federal Award Name</b>	<b>Purpose</b>	<b>Amount</b>	<b>Start Date</b>	<b>End Date</b>
---------------------------	----------------	---------------	-------------------	-----------------

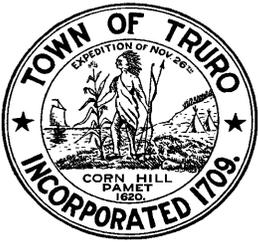
**200.331(b)(2):** Please list below (or attach) the results of any A-133 or Subpart F audits for the last two fiscal years of subrecipient:

<b>Grant Audited</b>	<b>Finding Date</b>	<b>Finding Description</b>
----------------------	---------------------	----------------------------

MEMA will send a letter to subrecipient seeking additional details on the above finding(s), requesting subrecipient response and Corrective Action Plan, and setting a schedule for MEMA to issue a Management Decision. Additional monitoring and follow up may take place prior to or after MEMA's decision has been issued. Failure to implement corrective action plans could result in a loss of funds administered by the Massachusetts Emergency Management Agency.

**200.331(b)(3):** Please describe any new systems or staffing that may impact federal grant award administration:

**200.331(b)(4):** Please describe (or attach) the results of federal monitoring received within the last two fiscal years.



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administrative Office

**REQUESTOR:** Noelle Scoullar, on Behalf of Bill Sykes, National MS Society

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** Application for Permit for Organized Bike & Road Race, and Event Notification Form

**EXPLANATION:** The National MS Society is holding their annual Bicycle Ride on June 26, 2016. They are requesting to use of local and state roads in the Town of Truro for the ride. Both the Application and the Event Notification Form (for the MA DOT) need to be signed.

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

**IMPACT IF NOT APPROVED:** The Annual Cape Cod Getaway MS Bike Ride will need to choose alternate routes.

**SUGGESTED ACTION:** *MOTION TO approve the application from the National MS Society to use local and state roads in the Town of Truro, and authorize the Chair to sign the Event Notification Form for MA DOT.*

**ATTACHMENTS:**

1. Application for Permit for Organized Bike & Road Race and Event Notification Form
2. Turn by Turn directions
3. Map



# TOWN OF TRURO

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



## APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

TOWN OF TRURO MASSACHUSETTS

**Applicant:** Bill Sykes **Email:** Bill@promoterline.com

**Group Affiliation (If Any):** National MS Society

**Mailing Address:** 13 River St **City:** Plymouth **State:** MA **Zip:** 02360

**Phone:** 508 746 3207 **Cell Phone:** 508 954 9037

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

**Streets &/or Roads to be Used:** see attached

**Date(s) and Hours Race/Event:** 8AM - 3PM **Day:** 6/26/2016

**Applicant is responsible for obtaining all necessary permits and inspections (see page 2)**  
**If Town Beaches are being used the Use of Town Property MUST be completed in addition to this application.**  
I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity.

*Bill Sykes* Digitally signed by Bill Sykes  
DN: cn=Bill Sykes, o=, email=Bill@promoterline.com, c=US  
Date: 2016.11.18 14:42:08 -0500 9/17/15  
Signature of Applicant Date

Action by the Board of Selectmen: Date: \_\_\_\_\_

\_\_\_\_ Approved as submitted

\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_ Disapproved with the following reason(s): \_\_\_\_\_

Signatures of the Board: \_\_\_\_\_

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS**

<b>Health/Conservation Agent Signature:</b> <hr/> Comments/Conditions:  Permits/Inspections needed:	<b>Building Commissioner Signature:</b> <hr/> Comments/Conditions:  Permits/Inspections needed:
<b>Police Department Signature:</b> <i>Kyle Takafjian</i> <hr/> Comments/Conditions: <i>1 Detail Officer</i>	<b>Fire Department Signature:</b> <i>John Collier</i> <hr/> Comments/Conditions: <i>Detail Ambulance</i>
<b>DPW Signature:</b> <i>James R. Nettles 10/15/15</i> <hr/> Comments/Conditions:	<b>Harbormaster Signature:</b> <hr/> Comments/Conditions:
<b>Beach Supervisor:</b> <hr/> Comments/Conditions:	<b>Other:</b> <hr/> Comments/Conditions:

# EVENT NOTIFICATION FORM

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

## National MS Society, Cape Cod Getaway – June 25 & 26, 2016

Dear Sir / Madam,

Please be advised that the City/Town of Truro has notified the Board of Selectman/City Council, Local Police/Fire Department and if applicable the State Police of its intention to conduct road work/parade/race/or **other events** in or through the City/Town of Truro

The Board of Selectmen/City Council understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed work or event.

The following signatures are required prior to the issuance of the Permit from the MA DOT. All officials listed below shall assume all responsibility and liability for all activity associated under their jurisdiction.

### LOCAL POLICE DEPARTMENT

Signed: Kyle Takahjian

Title: Chief

City/Town: TRURO

### FIRE DEPARTMENT

Signed: Tom Cullen

Title: Fire Chief

City/Town: \_\_\_\_\_

### BOARD OF SELECTMEN/CITY COUNCIL

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_

### STATE POLICE DEPARTMENT

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_



Rae Ann Palmer  
Town Administrator  
Town of Truro  
24 Town Hall Rd.  
Truro, MA. 02666

September 29, 2015

Dear MS. Palmer,

We will be holding our 32nd annual Cape Cod Getaway MS Bike Ride on June 25<sup>th</sup> and 26<sup>th</sup>, 2016. This two day, 150 mile bicycle tour will attract 2100 cyclists, who ride from Boston, Mass. to Provincetown, Mass. to raise funds to support the National Multiple Sclerosis Society.

We respectfully request the use of local and state roads in the town of Truro for the ride on June 26<sup>th</sup>. I have enclosed cue sheets showing our proposed route. Cyclists will be instructed to ride single file, on the right side of the road, and to follow all vehicle laws, including stopping at red lights and stop signs.

We will hire Truro police officers to work safety details. We operate a support team consisting of medical personnel, bicycle mechanics, and amateur (HAM) radio operators. Our lead HAM radio operator monitors all emergency radio frequencies, so that we can close or redirect our route should that become necessary.

Please let me know if there are additional steps, permits or permissions I must take to assure approval of the town of Truro to host our event. I have also provided an Event Notification Form from the Massachusetts Department of Transportation that you can use to indicate your approval for our request.

If you need any further information or have any questions regarding this request, please don't hesitate to call me. Thank you for your continued support of the Cape Cod Getaway MS Bike Ride.

Best Regards,

Bill Sykes  
Sport Coordinator  
Promoter Line, Inc  
East Coast Office, 13 River St, Plymouth, MA 02360  
508 746 3207 o / 508 746 1695 f / 508 954 9037 c  
www.promoterline.com  
bill@promoterline.com



Turn by turn		5:00:00	Start time	6:30:00 AM			20	8
Mile	Go	Turn Notes					Fastest	Slowest
0.4	0.4	Turn right onto Main St.					5:01:09	6:32:53
1.5	1.1	Turn left into Bourne Rotary					5:04:19	6:40:48
1.6	0.1	Take MA-28S to Bourne Bridge					5:04:36	6:41:31
2	0.4	Enter Bourne Bridge - stay in coned lane					5:05:46	6:44:24
2.8	0.8	At traffic circle, take 2nd exit onto Trowbridge Rd.					5:08:04	6:50:10
2.9	0.1	Turn right onto Veteran's Way/Freeman Rd.					5:08:21	6:50:53
3	0.1	Turn right onto Sandwich Rd.					5:08:38	6:51:36
3.2	0.2	Turn left onto Canal Service Rd.					5:09:13	6:53:02
7.7	4.5	<b>Sandwich</b>					5:22:11	7:25:26
8.5	0.8	Turn right onto Freezer Rd.					5:24:29	7:31:12
8.9	0.4	Turn left onto Tupper Rd.					5:25:38	7:34:05
9.3	0.4	Cross RTE 6A					5:26:47	7:36:58
9.8	0.5	Turn left onto Main St./RTE 130					5:28:13	7:40:34
11.2	1.4	Go under RT6					5:32:15	7:50:38
11.4	0.2	Turn left onto Service Rd.					5:32:50	7:52:05
12.8	1.4	<b>Rest Stop 1 Cape Cod Rehab Hospital</b>					5:36:52	8:02:10
13.4	0.6	Cross over Quaker Meeting House Rd.					5:38:36	8:06:29
15.6	2.2	Cross over Chase Rd.					5:44:56	8:22:19
16.2	0.6	<b>Barnstable</b>					5:46:39	8:26:38
18	1.8	Turn left onto RT149					5:51:50	8:39:36
18	0	At traffic circle, take 1st exit to Service Rd.					5:51:50	8:39:36
19.9	1.9	Cross over Oak St.					5:57:19	8:53:17
20.7	0.8	Continue onto Shootflying Hill Rd.					5:59:37	8:59:02
21.3	0.6	Turn right onto Hyannough Rd. Enter coned lane					6:01:21	9:03:22
21.7	0.4	Turn left onto Attucks Lane					6:02:30	9:06:14
22	0.3	<b>Rest Stop 2 Clinical Research Center</b>					6:03:22	9:08:24
22.3	0.3	Turn left onto Phinneys Lane					6:04:13	9:10:34
23.5	1.2	Continue onto Hyannis Rd.					6:07:41	9:19:12
24	0.5	Turn right onto Main St./RT6A					6:09:07	9:22:48
25.1	1.1	Cross Mary Dunn Rd.					6:12:17	9:30:43
26.2	1.1	<b>Yarmouth</b>					6:15:27	9:38:38
27.2	1	Strawberry Lane on left					6:18:20	9:45:50
29.4	2.2	Slight right onto Setucket Rd.					6:24:40	10:01:41
30.1	0.7	Cross over N. Dennis Rd.					6:26:41	10:06:43
30.4	0.3	<b>Dennis</b>					6:27:33	10:08:53
31.5	1.1	Cross over Old Bass River Rd.					6:30:43	10:16:48
32.1	0.6	Cross over RT 134					6:32:27	10:21:07
33	0.9	<b>Brewster</b>					6:35:02	10:27:36
33.1	0.1	Turn right onto Slough Rd.					6:35:20	10:28:19
34.8	1.7	Continue onto Depot St.					6:40:13	10:40:34
34.8	0	<b>Harwich</b>					6:40:13	10:40:34
35.4	0.6	Pass under RT6					6:41:57	10:44:53



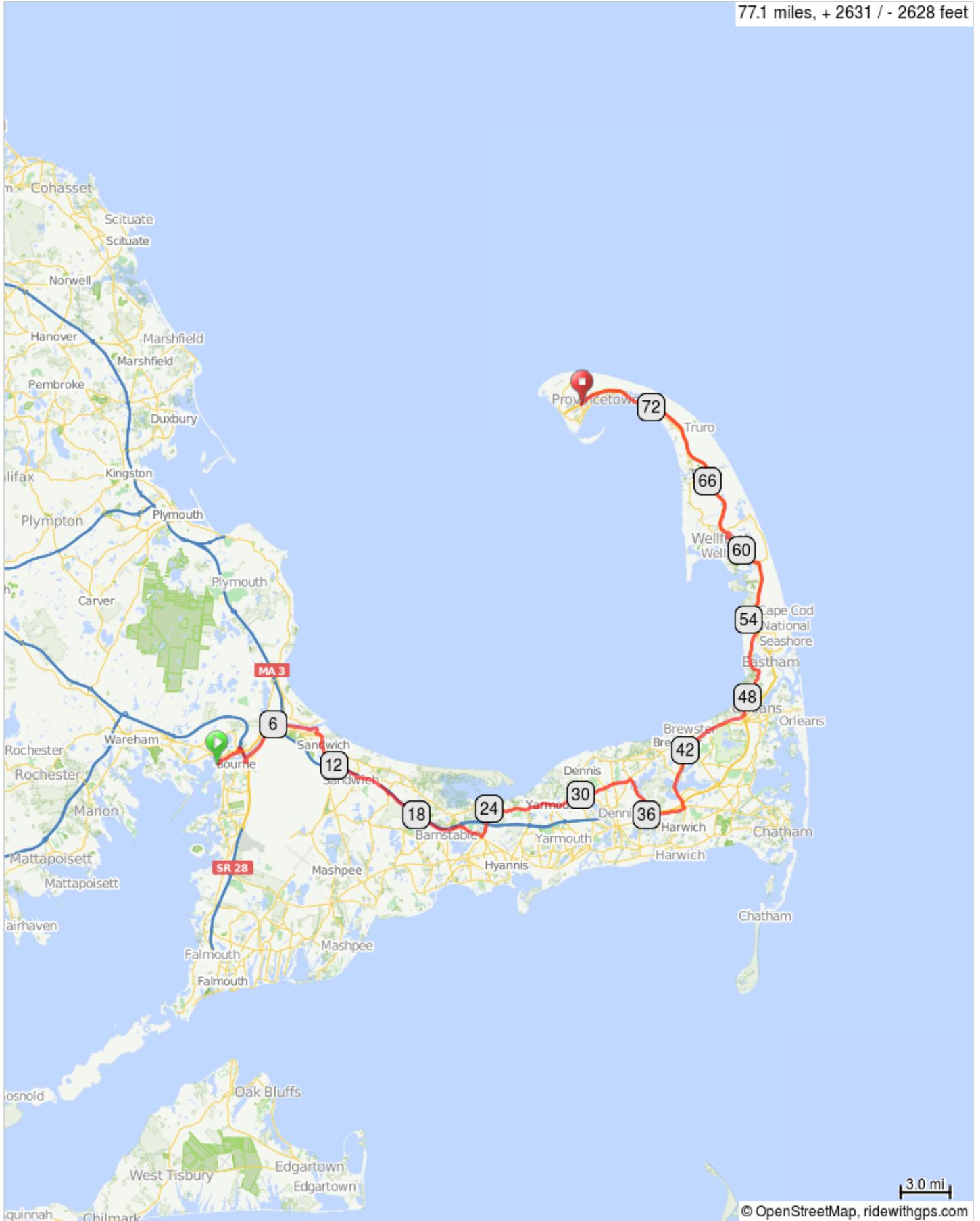
Day 2

Turn by turn		5:00:00	Start time	6:30:00 AM			20	8
Mile	Go	Turn Notes					Fastest	Slowest
35.8	0.4	Turn left onto Main St. - four way stop					6:43:06	10:47:46
36.1	0.3	Slight left onto Queen Anne Rd.					6:43:58	10:49:55
38.3	2.2	Turn left onto Pleasant Lake Ave.					6:50:18	11:05:46
38.5	0.2	Cross over RT6					6:50:53	11:07:12
40.1	1.6	<b>Brewster</b>					6:55:29	11:18:43
40.1	0	Turn right onto Cape Cod Rail Trail					6:55:29	11:18:43
42.8	2.7	<b>Lunch - Stony Brook Elementary School</b>					7:03:16	11:38:10
42.8	0	Turn left onto Cape Cod Rail Trail					7:03:16	11:38:10
44.4	1.6	Cross Millstone Rd.					7:07:52	11:49:41
45.1	0.7	Pass under RTE 6A					7:09:53	11:54:43
46.2	1.1	<b>Orleans</b>					7:13:03	12:02:38
46.6	0.4	Turn left to stay on Cape Cod Rail Trail/Skaket Beach Rd.					7:14:12	12:05:31
46.8	0.2	Turn left onto West Rd.					7:14:47	12:06:58
47	0.2	Turn right onto Skaket Beach Rd.					7:15:22	12:08:24
47.5	0.5	Turn left onto Rock Harbor Rd.					7:16:48	12:12:00
48	0.5	Turn right to stay on Rock Harbor Rd.					7:18:14	12:15:36
48.9	0.9	Turn left onto Bridge Rd.					7:20:50	12:22:05
49.1	0.2	<b>Eastham</b>					7:21:24	12:23:31
49.6	0.5	Right turn to stay on Bridge Rd.					7:22:51	12:27:07
50.5	0.9	Slight left onto Herring Brook Rd.					7:25:26	12:33:36
53.5	3	Continue onto Massasoit Rd.					7:34:05	12:55:12
54.3	0.8	Turn left onto Steele Rd.					7:36:23	13:00:58
54.9	0.6	<b>Rest Stop 4 Cooks Brook Beach</b>					7:38:07	13:05:17
55.4	0.5	Turn left onto Massasoit Rd.					7:39:33	13:08:53
56.3	0.9	Continue onto W Rd.					7:42:09	13:15:22
56.3	0	<b>Wellfleet</b>					7:42:09	13:15:22
56.8	0.5	Turn left onto RT 6 E. - use caution					7:43:35	13:18:58
59.2	2.4	Turn right onto Lecount Hollow Rd.					7:50:30	13:36:14
59.9	0.7	Turn left onto Ocean View Dr.					7:52:31	13:41:17
61.8	1.9	Slight left onto Long Pond Rd.					7:57:59	13:54:58
63.7	1.9	Turn right onto Lawrence Rd.					8:03:27	14:08:38
63.7	0	<b>Rest Stop 5 Wellfleet Elementary School</b>					8:03:27	14:08:38
63.9	0.2	Turn right onto RT 6					8:04:02	14:10:05
65.2	1.3	<b>Truro</b>					8:07:47	14:19:26
70.3	5.1	<b>Rest Stop 6 Truro Central School</b>					8:22:28	14:56:10
75.6	5.3	<b>Provincetown</b>					8:37:44	15:34:19
78.3	2.7	Turn left onto Shank Painter Rd.					8:45:30	15:53:46
78.4	0.1	Turn left onto Jerome Smith Rd.					8:45:48	15:54:29
78.4	0	Finish					8:45:48	15:54:29

# MS Cape Cod Getaway Day 2 75 Mile



77.1 miles, + 2631 / - 2628 feet



MS Cape Cod Getaway Day 2 75 Mile

0.0	0.0	▀	Start of route	0.4
0.4	0.4	→	R onto Main St	1.1
1.5	1.1	←	Slight L onto Bourne Rotary Cir N	0.1
1.6	0.1	↑	MA-28 S/MA-25 W ramp to Falmouth the Islands/I-495	0.1
1.7	0.1	→	Keep R at the fork and merge onto MA-28 S	1.1
2.8	1.1	↑	At the traffic circle, 2nd exit onto Trowbridge Rd	0.1
2.9	0.1	→	R onto Veteran's Way	0.2

2.9 miles. +166/-95 feet

3.0	0.2	→	R onto Sandwich Rd	0.2
3.2	0.2	←	L onto Canal access road	0.2
3.3	0.2	→	R onto Canal Service Rd	4.4
7.7	4.4	▀	Sandwich	0.8
8.5	0.8	→	Slight R at Freezer Rd	0.3
8.9	0.3	←	L onto Tupper Rd	0.5
9.3	0.5	↑	Cross RT6A	0.4
9.8	0.4	←	L onto RT130/Main St	0.1
9.8	0.1	↑	Continue onto RT130/Water St	1.4
11.2	1.4	↑	Under RT6	0.2

8.3 miles. +217/-110 feet

11.4	0.2	←	L onto Service Rd	1.5
12.8	1.5	□	Rest Stop 1 Cape Cod Rehab Hospital	0.6
13.4	0.6	↑	Cross Quaker Meeting House Rd	2.2
15.6	2.2	↑	Cross Chase Rd	0.6
16.2	0.6	▀	Barnstable	1.8
18.0	1.8	←	L onto MA-149 N	0.0
18.0	0.0	↑	At the traffic circle, 1st exit onto Service Rd	1.8
19.9	1.8	↑	Cross Oak St	0.8

8.7 miles. +465/-505 feet

20.7	0.8	↑	Continue onto Shootflying Hill Rd	0.6
21.3	0.6	→	R onto Iyannough Rd	0.0
21.3	0.0	⚠	Use Caution	0.4
21.7	0.4	←	L onto Attucks Ln/Old Route 132 St	0.3
22.0	0.3	□	Rest Stop 2 Clinical Research Center	0.2
22.2	0.2	→	Keep R at the fork	0.1
22.3	0.1	←	L onto Phinneys Ln	1.2
23.5	1.2	↑	Continue onto Hyannis Rd	0.5
24.0	0.5	→	R onto Main St	2.1

4.1 miles. +108/-183 feet

26.2	2.1	▀	Yarmouth	3.2
29.4	3.2	→	Slight R onto Setucket Rd	0.7
30.1	0.7	↑	Cross N Dennis Rd	1.3
31.5	1.3	↑	Cross Old Bass River Rd	0.6
32.1	0.6	↑	Cross RT 134	1.1
33.1	1.1	→	R onto Slough Rd	1.7
34.8	1.7	↑	Continue onto Depot St	0.0
34.8	0.0	▀	Harwich	1.0
35.8	1.0	←	L onto Main St	0.3
36.1	0.3	←	Slight L onto Queen Anne Rd	2.2

12.1 miles. +387/-413 feet

38.3	2.2	←	L onto Pleasant Lake Ave	1.8
40.1	1.8	▀	Brewster	0.1
40.2	0.1	←	R onto Cape Cod Rail Trail	2.2
42.4	2.2	☺	Lunch, Stoney Brook Elementary School	1.6
44.0	1.6	↑	Cross Millstone Rd	1.8
45.8	1.8	▀	Orleans	0.4
46.2	0.4	←	L to stay on Cape Cod Rail Trail/Skaket Beach Rd	0.2
46.4	0.2	←	L onto West Rd	0.2

10.3 miles. +263/-287 feet

46.6	0.2	→	R toward Skaket Beach Rd	0.0
46.6	0.0	→	R onto Skaket Beach Rd	0.5
47.1	0.5	←	L onto Rock Harbor Rd	1.4
48.5	1.4	←	L onto Bridge Rd	0.2
48.7	0.2	▀	Eastham	1.4
50.1	1.4	←	Slight L onto Herring Brook Rd	3.2
53.3	3.2	↑	Continue onto Massasoit Rd	0.7
53.9	0.7	←	L onto Steele Rd	0.6
54.5	0.6	□	Rest Stop 5 Cooks Brook Beach	0.6

8.1 miles. +202/-199 feet

55.1	0.6	←	L onto Massasoit Rd	0.8
56.0	0.8	▀	Wellfleet	0.5
56.5	0.5	←	L onto US-6 E	2.2
58.7	2.2	→	Slight R onto State Hwy	0.2
58.9	0.2	←	L onto Lecount Hollow Rd	0.0
58.9	0.0	→	R onto US-6 E	0.2
59.1	0.2	→	R onto Old County Rd	0.4
59.6	0.4	↑	Continue onto Old Kings Hwy	1.1
60.6	1.1	↑	Continue onto Old County Rd	0.4

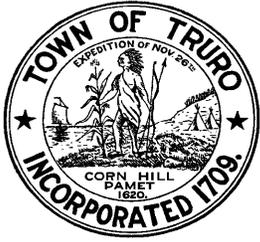
6.1 miles. +262/-263 feet

61.0	0.4	←	L onto Cahoon Hollow Rd	0.6
61.6	0.6	→	R onto US-6 E	0.1
61.7	0.1	←	L onto Main St	0.3
62.0	0.3	→	R onto Long Pond Rd	0.3
62.2	0.3	←	L onto Lawrence Rd	0.1
62.4	0.1	□	Rest Stop 6, Wellfleet Elementary School	0.1
62.5	0.1	→	R onto US-6 E	6.3
68.8	6.3	□	Rest Stop 7, Truro Central School	8.0

8.2 miles. +503/-508 feet

76.9	8.0	←	L onto Shank Painter Rd	0.1
76.9	0.1	←	Sharp L onto Jerome Smith Rd	0.1
77.1	0.1	▣	End of route	0.0

8.2 miles. +2/-3 feet



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Rae Ann Palmer, Town Administrator

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** Approval of AFSCME Council 93, Local 1462 Labor Agreement

**EXPLANATION:** After completing negotiations and mediation, the Union and Town Administration have reached agreement. The Union voted to ratify the contract on October 22, 2015. The three year agreement includes a 1% raise in year one, 1½% in year two, and 2% in year three. The Union has accepted a mandatory call in clause in the event of an emergency and will receive a onetime signing bonus of \$550. There are several non-monetary changes in the agreement. The document is attached for your review.

**FINANCIAL SOURCE (IF APPLICABLE):** Funds were allocated in the FY 2016 Budget to cover the costs resulting from union negotiations. The cost of this agreement with the Town's public works employees is \$13,000.

**IMPACT IF NOT APPROVED:** The agreement will not be implemented.

**SUGGESTED ACTION:** *Motion to approve the labor agreement with AFSCME, Council 93, Local 1462 for the term July 1, 2015 through June 30, 2018.*

**ATTACHMENTS:**

1. Labor Agreement

**Consent Agenda Item: 7C1**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
TOWN OF TRURO  
AND  
A.F.S.C.M.E., COUNCIL 93, LOCAL 1462  
(TRURO DEPARTMENT OF PUBLIC WORKS)**

**October\_\_\_\_, 2015**

NOW comes the Town of Truro (“the Town”) acting by and through its Board of Selectmen (“the Board”) and AFSCME Council 93, Local 1462 (“the Union”) and for good and valuable consideration hereby agree as follows:

WHEREAS, the Town and the Union are parties to a collective bargaining agreement covering the period July 1, 2014 through June 30, 2015, hereafter referred to as “the Previous Agreement”; and

WHEREAS, the Town and the Union are desirous of entering into a successor agreement to the Previous Agreement based on the Previous Agreement as modified herein; and

NOW, THEREFORE, it is agreed as follows:

1. Consolidation of Previous Agreements and New Successor Agreement: The parties agree that for ease of reference, the Previous Agreement and the Successor Agreement provided for in this Memorandum of Agreement (“MOA”) shall be consolidated into one new Collective Bargaining Agreement (“the CBA”). The CBA shall contain the provisions of the Previous Agreement as modified by this MOA. The

parties acknowledge that the CBA shall contain provisions intended to effectuate the provisions of this MOA, but that the same may be worded differently to fit the context of the CBA and may be placed in the appropriate Article and Section of the CBA. In any event, both the Town and the Union shall have the opportunity to review and approve the wording of the CBA, but approval may not be unreasonably withheld and may not be withheld if the CBA is consistent with this MOA.

2. ARTICLE III, Grievance and Arbitration Procedure: Article III of the Previous Agreement will be amended by eliminating present Step 3 in the process and renumbering the steps accordingly.

3. ARTICLE IV, Discrimination and Coercion: This Article shall be eliminated. Instead of renumbering all the remaining Articles, this Article shall simply reflect:  
ARTICLE IV: RESERVED

4. ARTICLE VI, Hours of Work: The first sentence of the third paragraph of this Article shall be amended to read as follows (new language appears in **bold**):  
Except for emergency situations (**including, by way of example and not by way of limitation, winter storm events**), work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

5. ARTICLE VII, Overtime: The following new sentence/paragraph shall be added before the current third paragraph of this Article:

All employees are subject to call-in for winter storm events and other emergencies as designated by the Director or the Director's designee. All employees are

expected to answer their cell phones and respond to such call-in by reporting to work. Any employee who fails to do so on three (3) or more occasions during a fiscal year, without being excused (either in advance of or subsequent to the call-in) by the Director in the Director's exercise of reasonable discretion, shall be subject to discipline. Said discipline shall commence with a written warning on the fourth unexcused failure to respond or report.

6. ARTICLE XIII: BEREAVEMENT LEAVE: This Article shall be amended to read as follows:

In the event of the death of a member of the immediate family of an employee, said employee will be granted leave without loss of pay not to exceed five (5) days. Said leave will not be charged to sick leave or vacation leave. The employee shall not be required to take said leave immediately after death of person, but may request said leave to be granted commensurate with the funeral and related necessary arrangements. For the purpose of this article, immediate family shall mean spouse or domestic partner of employee, parents or step-parents of employee or spouse, children or step-children, brother, sister, grandparent, and grandchild of employee.

7. ARTICLE XIV: PERSONAL LEAVE: The amount of personal leave shall be increased from two (2) days per calendar year to three (3) days.

8. ARTICLE XVI, Vacations: This Article shall be amended by adding the following sentence at the end of the first paragraph following the table of vacation accrual rates:

Up to 8 hours of vacation time per fiscal year may be taken on an hourly basis, with as much advance notice as is possible under the circumstances.

This Article shall be amended further by replacing the second and third paragraphs following the table of vacation accrual rates with the following two paragraphs:

All requests for vacation are to be submitted to the Director in writing at least seven (7) days in advance of said vacation, two weeks (14 calendar days) in advance if said vacation consists of five days or more, unless the request is for reason of emergency, and then it shall be submitted in writing at the earliest possible time. Between November 15 and April 15, the Director shall grant the request for vacation if (a) there are no more than 3 employees scheduled for vacation at that time and granting the request would not result in more than three (3) CDL/hoisting license holders being on vacation at the same time, and (b) there is no bona fide department emergency at that time. If multiple vacation requests are received and granting more than one of them would violate the restrictions contained in this section, the Director shall resolve such conflicts in favor of the request(s) received first or in the event of requests received on the same day, in favor of the more senior requestors. The Director shall notify the employee within three (3) working days of receiving said request for approval or denial of said request and if approved it shall be posted.

The Director may, in the Director's sole discretion, grant vacation to more than one (1) employee of the same classification at a time, and may grant vacation to an employee between November 15 and April 15, and may grant an employee vacation during a department emergency, provided, however, that any exercise of discretion or failure to exercise discretion by the Director in this area shall not be subject to a grievance.

9. Duration: The parties agree that the CBA shall be for a three (3) year period commencing on July 1, 2015 and terminating on June 30, 2018 and the parties agree to modify the language in the first paragraph of Article XXV of the Previous Agreement accordingly.

10. Miscellaneous: The parties agree that the first paragraph of the language in Article XXIX of the Previous Agreement concerning cell phones shall be amended to read as follows (**new language appears in bold**):

Cell Phones: Any employee, other than a transfer station employee, not utilizing a Town-assigned cell phone shall be eligible to receive a stipend of \$250 per year for use of their personal cell phone for Town purposes, subject to the conditions below. If a transfer station employee is assigned winter road maintenance duties, that employee shall be eligible to receive a stipend of **\$125** per year for use of their personal cell phone for Town purposes, subject to the same conditions below: ~~except that the time frame for maintaining an operational cell phone and being accessible via that phone shall be the months of November through March, inclusive.~~

1. On or before June 1 of each year (commencing 2015), an employee seeking this stipend shall produce receipts or other evidence satisfactory to the Director to establish that the employee maintained an operational cell phone with a number known to the Director and other Town employees as necessary for the preceding 12 months; and
2. In the exclusive judgment of the Director, the employee shall have been reasonably accessible via that cell phone to the Director and other Town employees for Town business purposes during the preceding 12 months.

Provided these conditions are satisfied, the employee shall receive the stipend, less applicable taxes and other withholdings, in the last pay period of July.

11. Appendix A, Classification and Pay Rates: The parties agree to a 1% increase in base wages, effective July 1, 2015; a 1.5% increase in base wages, effective July 1, 2016; and a 2% increase in base wages, effective July 1, 2017.

12. One-Time Signing Incentive: The Town agrees to pay each bargaining unit member a one-time signing incentive of \$550.00, less applicable taxes and other withholdings, as soon as possible after this Agreement is fully ratified. This signing incentive shall not be added to the base wages reflected in Appendix A and shall be paid as a lump sum, less withholdings.

13. “Housekeeping”: The numbering of the Articles on the Small Necessities Leave Act and the Use of Volunteers shall be corrected to reflect Article XXVI and Article XXVII, respectively.

For the Town

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Paul Wisotzky, Chair

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Jan Worthington, Vice-Chair

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Maureen Burgess, Clerk

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Jay Coburn

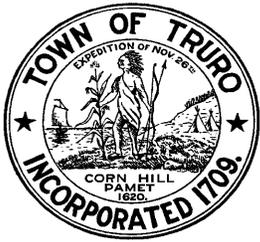
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Robert Weinstein

For the Union

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# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Licensing Department

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** Approval of 2016 Annual Lodging License-Gingerbread House-42 Depot Road

**EXPLANATION:** The Gingerbread House Annual Lodging House License application and supporting documentation is under the authority of the Board of Selectmen as Local Licensing Authorities. Please know that if you approve this for renewal, this license will be issued only upon compliance with all regulations and receipt of the necessary fee. There were no reported issues with this establishment in 2016.

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
Chapter 140 § 23	<b>Lodging License</b>	<b>Gingerbread House</b>

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

**IMPACT IF NOT APPROVED:** The applicant (Jane Rae) will not be issued a 2016 Lodging House License to operate the Gingerbread House in the Town of Truro located at 42 Depot Road.

**SUGGESTED ACTION:** *MOTION TO approve the 2016 annual Lodging House License for the Gingerbread House upon compliance with all regulations and receipt of the necessary fee.*

**ATTACHMENTS:**

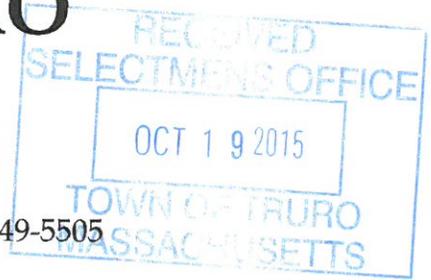
1. Renewal Application for 2016: Gingerbread House



# TOWN OF TRURO

## BUSINESS LICENSE APPLICATION ADMINISTRATION OFFICE

Main Floor Town Hall • P.O. Box 2030  
24 Town Hall Rd • Truro, MA 02666  
Tel: 508-349-7004 Extensions: 10 or 24 Fax: 508-349-5505



**NO BUSINESS MAY OPERATE WITHOUT A VALID LICENSE ON THE PREMISES**

The undersigned hereby applies for a License to conduct business in the Town of Truro in accordance with the Statutes of the Commonwealth of Massachusetts and subject to the Rules and Regulations of the Licensing Authorities.

Please check the appropriate box that best describes the license type (s) being applied for:

Business Request	License Type	Hours of Operation
<input type="checkbox"/> New Application	<input type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i>	<input checked="" type="checkbox"/> Annual License
<input checked="" type="checkbox"/> Renewal – No Changes	<input type="checkbox"/> Transient Vendor (Retail)	Number of Days Open:
<input type="checkbox"/> Renewal – Change (s)	<input type="checkbox"/> Peddler/Mobil Lunch Cart* <i>See Health Department</i>	Hours            AM            PM
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Entertainment License <i>Complete Entertainment Application</i>	<input type="checkbox"/> Seasonal License
<input type="checkbox"/> Name Change	<input checked="" type="checkbox"/> Lodging House	Number of Days Open: <i>7 days per</i>
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date: <i>week</i>
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date:
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours            AM            PM
<input type="checkbox"/> Annual to Seasonal	<input type="checkbox"/> Other	<input type="checkbox"/> Change of Hours
<input type="checkbox"/> Extension of Premises		<input type="checkbox"/> Other

Other information please describe \_\_\_\_\_

**APPLICANT INFORMATION**

Name of Applicant Jane T. Ray

Name of Business/Corporation/Partnership Jane T. Ray dba The Gingerbread House

Business Location 42 Depot Rd Truro, MA 02666  
*Truro Street Address*

Mailing Address of Business PO Box 266 Truro, MA 02666  
*Please use preferred mailing address for any Town Correspondence*

Business Contact Information same as managers  
*Business Number/Cell Number/Email Address*

Name of Manager Jane Ray  
*Please Print*

Manager Contact Information business - info@gingerbreadhousetruro.com  
gingerbreadhousetruro.com  
Cell Number/Email Address  
Manager's Mailing Address same as above  
FEIN Business Number [REDACTED]  
Food Vendor Drivers' License # \_\_\_\_\_ Vehicle Registration # \_\_\_\_\_

**CHECKLIST-Please provide the following items if not provided to the Health Department.**

- RESTAURANTS- See Health Department Application
- FIRE PROTECTION SYSTEMS ANNUAL TEST REPORT *to 80 110 w*
- IF YOU HAVE EMPLOYEES- Provide Workers Compensation Affidavit **AND** Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Provide Workers Compensation Affidavit **ONLY** *signed by ins. co.*
- IF SELLING ALCOHOL FOR CONSUMPTION ON PREMISE
  - Provide Liquor Liability Insurance
  - Provide Current Building and Fire Certificate of Inspection
  - TIPS Server Training Certificates for Servers
- Mobil Food Unit-Attach State Hawker Peddler License
- Ice Cream Truck-Complete CORI Form and Permit to Engage in Ice Cream Vending (MGL 270 §25)
- Business Certificate with the Clerk's Office-*A Business Certificate is commonly referred to as a d/b/a or "Doing Business As" form. Its purpose is primarily for consumer protection and is considered a public record. Pursuant to M.G.L. Chapter 110, section 5, a person must file a business certificate when conducting business in Truro under any title (business name) other than the real name of the individual, partnership, or corporation. (Note: Certain exemptions to filing are allowed under section 6: a corporation doing business as its true name; a legal partnership is doing business under any title which includes the true surname of any partner; certain other exemptions exist for trusts and limited partnerships.)*

**ATTESTATION**

Pursuant to M.G. L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all local state taxes required under law and the information I have provided is true and accurate. Any misstatement in this application, or violation of state or applicable town bylaws or regulations, shall be considered sufficient cause for refusal, suspension or revocation of the license.

Jane T. Ray  
Print Name

Jane T. Ray  
Signature of Applicant

**Complete the application and supporting documents and mail or bring them with the appropriate fees to:**

TOWN OF TRURO  
Administration Office ♦ Main Floor Town Hall  
24 Town Hall Rd ♦ PO Box 2030  
Truro, MA 02666

**Office Use Only**

Payment Received  
 Health Agent or Board of Health Approval Board of Selectmen Meeting Date for Approval 11/10/2015



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

Please Print Legibly

Business/Organization Name: Jane Ray dba The Gingerbread House

Address: 42 Dept 120 PO Box 266

City/State/Zip: Truro MA 02666 Phone #: 508 349 2596

**Are you an employer? Check the appropriate box:**

- 1.  I am an employer with \_\_\_\_\_ employees (full and/or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

- 5.  Retail
- 6.  Restaurant/Bar/Eating Establishment
- 7.  Office and/or Sales (incl. real estate, auto, etc.)
- 8.  Non-profit
- 9.  Entertainment
- 10.  Manufacturing
- 11.  Health Care
- 12.  Other Lodging

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

**I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.**

Insurance Company Name: Liberty Mutual Ins.

Insurer's Address: PO Box 2027

City/State/Zip: Keene N.H. 03431

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 12/19/15

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

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

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

Signature: Jane T. Ray Date: 10/19/15

Phone #: 508 349 2596

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

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

**Issuing Authority (circle one):**

- 1. Board of Health
- 2. Building Department
- 3. City/Town Clerk
- 4. Licensing Board
- 5. Selectmen's Office
- 6. Other \_\_\_\_\_

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/19/2015

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).

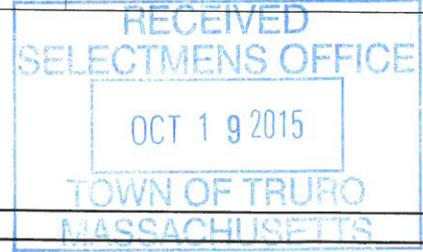
PRODUCER HART INSURANCE AGENCY, INC. 243 MAIN STREET PO BOX 700 BUZZARDS BAY, MA 025320700	CONTACT NAME: Erica H O'Connor
	PHONE (A/C, No, Ext): 508-759-7326 x205 FAX (A/C, No): 508-759-7326 x205
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
INSURED Jane Ray dba Gingerbread House PO Box 266 Truro, MA 02666	INSURER A : LIBERTY MUTUAL INSURANCE CO NAIC # 23043
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input 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 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		N/A		12/19/2015	12/19/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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



**CERTIFICATE HOLDER**  
Fax #: (508) 349-5505  
  
TOWN OF TRURO  
PO BOX 2030  
TRURO, MA 02666

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



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

**FIRE PROTECTION SYSTEMS  
ANNUAL TEST REPORT**

BUSINESS NAME: Jane Ray dba The Gingerbread House

OWNER/MANAGER: Jane Ray

ADDRESS: 42 Dept Rd Truro MA 02666

PHONE #: 508 349 2596 NUMBER OF UNITS: 5

CONTACT PERSON: Jane Ray

ADDRESS: same as above

TESTING COMPANY: Carter Kane Electrician

TESTING ELECTRICIAN/TECHNICIAN: Carter Kane

COMPANY PHONE #: 5083496283 HOME PHONE #: 508349 0457

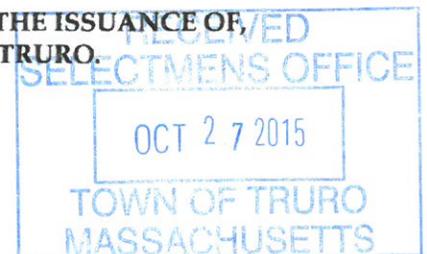
LICENSE #: 36076E

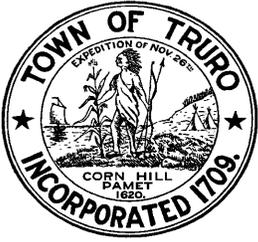
The fire protection system (s) including, but not limited to, (Sprinkler Systems) (Range Hood Systems) (Fire Extinguishers) (Type I II III Fire Alarm Systems) (C.O. Detectors) at the above mentioned business address, were tested, (CERTIFIED) the add parts of the systems, were found to be, or corrected to be, fully operational.

COMMENTS: Tested all smoke + Co detectors in all BLDGS.  
All Tested O.K.

DATE OF CERTIFICATION: 10/27/15 BY: Carter Kane  
Signature of Licensed Electrician

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





# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Licensing Department

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** Approval of the 2016 Annual Alcohol Licenses and 2016 Alcohol Beverages Control Commission applications.

**EXPLANATION:** The 2016 annual alcoholic beverage license approval is before you as the Local Licensing Authority per Mass General Law (MGL 138 § 12 and 15), Truro has 5 such licenses:

1) Montano's Restaurant-on premise, all alcohol; 2) Pamet Valley Package-off premise, all alcohol; 3) Salty Market-off premise, all alcohol; 4 & 5) Truro Vineyards of Cape Cod-Farmer Distillery and Farmer Winery.

All Liquor Liability copies of Certificate of Insurance and Certificates of Inspection as required by the Alcoholic Beverages Control Commission will be in compliance with the Town (pouring license only requirement) before issuance of 2016 annual licenses as of December 31st.

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

**IMPACT IF NOT APPROVED:** The Annual Alcohol License holders will not be issued an alcohol license for 2016.

**SUGGESTED ACTION:** *MOTION TO approve the 2016 annual alcohol license for Truro Vineyards of Cape Cod, Montano's Restaurant, Salty Market, Pamet Valley Package and the ABCC applications and upon completion of all required documents submitted to the Town.*

**ATTACHMENTS:**

1. 2016 Annual Alcohol ABCC Applications-signed by business owners
2. Chief of Police Approval Memo
3. 2015 Current Licenses



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**ON PREMISES LICENSE RENEWAL APPLICATION**

LICENSE NUMBER: 129200019

CITY OR TOWN **TRURO**

APPLICATION FOR RENEWAL:

**Annual**  
CLASS

LICENSED FOR **2016**

YEAR

LICENSEE NAME: **BADDOCS INC**

DOING BUSINESS AS **MONTANO'S RESTAURANT**

ADDRESS **481 RTE 6**

CITY/TOWN: **TRURO**

STATE: **MA**

ZIP CODE: **02652**

MANAGER: **MONTANO,  
ROBERT C**

TYPE OF LICENSE: **Restaurant**

CATEGORY: **All Alcohol**

EMAIL ADDRESS:

[Redacted Email Address]

YOUR EMAIL ADDRESS IS REQUIRED. PLEASE PRINT CLEARLY.

DESCRIPTION OF LICENSED PREMISES:

**1 1/2 STORY BLDG, TWO CELLARS. FIRST FLOOR WITH 3 ROOMS, RESTAURANT, LOUNGE. CELLAR , STORAGE**

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY

*[Handwritten Signature]*

Individual, Partner or Authorized Corporate Officer

DATE:

*11/3/15*

TELEPHONE NUMBER:

*5084072026*

EMPLOYER IDENTIFICATION NUMBER:

(Note: **NOT** Individual Social Security Number)

[Redacted EID Number]

**We the undersigned, attest that we are in possession (1) the certificate required by Chapter 304 of the Acts of 2004, signed by the building inspector and the head of the fire department for the above named license and (2) the certificate of liquor liability insurance required by Chapter 116 of the Acts of 2010.**

Please Check Below:

APPROVED:

DISAPPROVED:

(If disapproved explain)

LOCAL LICENSING AUTHORITY

By:

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

DATE:



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**OFF-PREMISES LICENSE RENEWAL APPLICATION**

LICENSE NUMBER: 129200009

CITY OR TOWN TRURO

APPLICATION FOR RENEWAL:

Annual

LICENSED FOR 2016

CLASS

YEAR

LICENSEE NAME: PAMET VALLEY PACKAGE, INC.

DOING BUSINESS A

ADDRESS 172 RTE 6

CITY/TOWN: TRURO

STATE: MA

ZIP CODE: 02666

MANAGER: GAINEY, JOHN

TYPE OF LICENSE: Package Store

CATEGORY: All Alcohol

EMAIL ADDRESS:

[Redacted Email Address]

YOUR EMAIL ADDRESS IS REQUIRED. PLEASE PRINT CLEARLY.

DESCRIPTION OF LICENSED PREMISES:

1 1/2 STORY BLDG WITH BASEMENT; FIRST FLOOR HAS 4 ROOMS; SECOND FLOOR HAS ONE ROOM.  
 BASEMENT HAS 4 ROOMS FOR STORAGE OF LIQUOR

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY

*[Handwritten Signature]*

Individual, Partner or Authorized Corporate Officer

[Redacted Box]

DATE: 10/28/15

TELEPHONE NUMBER:

508-349-3715

EMPLOYER IDENTIFICATION NUMBER:

(Note: **NOT** Individual Social Security Number)

Please Check Below:

APPROVED:

DISAPPROVED:

(If disapproved explain)

LOCAL LICENSING AUTHORITY

By:

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

DATE:

APPLICATION FOR RENEWAL MUST BE FILED BY LICENSEES DURING THE MONTH OF NOVEMBER (M.G.L. Ch. 138 § 16A)



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**OFF-PREMISESLICENSE RENEWAL APPLICATION**

LICENSE NUMBER: 129200036

CITY OR TOWN **TRURO**

APPLICATION FOR RENEWAL:

**Annual**

LICENSED FOR **2016**

CLASS

YEAR

LICENSEE NAME: **SALTY MARKET, LLC**

DOING BUSINESS AS **SALTY MARKET**

ADDRESS **2 HIGHLAND ROAD**

CITY/TOWN: **TRURO**

STATE: **MA**

ZIP CODE: **02666**

MANAGER: **ALTHAUS,  
ELLERY PAUL**

TYPE OF LICENSE: **Package Store**

CATEGORY: **All Alcohol**

EMAIL ADDRESS:

YOUR EMAIL ADDRESS IS REQUIRED. PLEASE PRINT CLEARLY.

**DESCRIPTION OF LICENSED PREMISES:**

LOCATION AT 2 HIGHLAND ROAD, 2 1/2 STORY BUILDING WITH ONE SALESROOM FOR GROCERIES, ONE SMALL OPEN ROOM FOR LIQUOR AND BACK ROOM FOR PREP AREA FOR DELI. ONE ENTRANCE AND EXIT IN FRONT OF THE BUILDING AND 2 DOORS IN REAR FOR RECEIVING. BASEMENT FOR STORAGE, 1.3 SIZE OF STORE

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY

*[Handwritten Signature]*  
 Individual, Partner or Authorized Corporate Officer

DATE:

**11/4/15 5086815969**

TELEPHONE NUMBER:

EMPLOYER IDENTIFICATION NUMBER:

(Note: **NOT** Individual Social Security Number)

Please Check Below:

APPROVED:

DISAPPROVED:

(If disapproved explain)

LOCAL LICENSING AUTHORITY

By:

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

DATE:



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**ON PREMISES LICENSE RENEWAL APPLICATION**

LICENSE NUMBER: 129200037

CITY OR TOWN **TRURO**

APPLICATION FOR RENEWAL:

**Annual**

LICENSED FOR **2016**

CLASS

YEAR

LICENSEE NAME: **TRURO VINEYARDS OF CAPE COD, LLC**

DOING BUSINESS AS **TRURO VINEYARDS**

ADDRESS **11 SHORE ROAD**

CITY/TOWN: **TRURO**

STATE: **MA**

ZIP CODE: **02666**

MANAGER: **ROBERTS, DAVID** TYPE OF LICENSE: **Pouring Permit**

CATEGORY: **Farmer  
Distillers All  
Alcohol**

EMAIL ADDRESS:

[REDACTED]

YOUR EMAIL ADDRESS IS REQUIRED. PLEASE PRINT CLEARLY.

DESCRIPTION OF LICENSED PREMISES:

**TWO STORY WOOD BUILDING, FOUR ENTRANCES AND EXITS, TOTAL SQUARE FEET 1963**

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY

*[Handwritten Signature]*

Individual, Partner or Authorized Corporate Officer

[REDACTED]

DATE:

**11/4/15**

TELEPHONE NUMBER:

**508-487-6200**

EMPLOYER IDENTIFICATION NUMBER:

(Note: **NOT** Individual Social Security Number)

**We the undersigned, attest that we are in possession (1) the certificate required by Chapter 304 of the Acts of 2004, signed by the building inspector and the head of the fire department for the above named license and (2) the certificate of liquor liability insurance required by Chapter 116 of the Acts of 2010.**

Please Check Below:

APPROVED:

DISAPPROVED:

(If disapproved explain)

LOCAL LICENSING AUTHORITY

By:

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

DATE:



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**ON PREMISES LICENSE RENEWAL APPLICATION**

LICENSE NUMBER: 129200035

CITY OR TOWN **TRURO**

APPLICATION FOR RENEWAL:

Annual

LICENSED FOR 2016

CLASS

YEAR

LICENSEE NAME: **TRURO VINEYARDS OF CAPE COD LLC**

DOING BUSINESS AS **TRURO VINEYARDS OF CAPE COD**

ADDRESS **11 SHORE ROAD**

CITY/TOWN: **TRURO**

STATE: **MA**

ZIP CODE: **02666**

MANAGER: **ROBERTS, DAVID J.** TYPE OF LICENSE: **Pouring Permit**

CATEGORY: **Wine and Malt Regular**

EMAIL ADDRESS:

[Redacted Email Address]

**YOUR EMAIL ADDRESS IS REQUIRED. PLEASE PRINT CLEARLY.**

DESCRIPTION OF LICENSED PREMISES:

**A FARM WINERY WITH BOTH INDOOR AND OUTDOOR TASTING AREA (WEATHER DEPENDENT). INDOOR TASTING ROOM HAS FOUR ENTRANCES AND EXITS**

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY

*[Handwritten Signature]*

Individual, Partner or Authorized Corporate Officer

DATE:

**11/4/15**

TELEPHONE NUMBER:

**508-487-6200**

EMPLOYER IDENTIFICATION NUMBER:

(Note: **NOT** Individual Social Security Number)

**We the undersigned, attest that we are in possession (1) the certificate required by Chapter 304 of the Acts of 2004, signed by the building inspector and the head of the fire department for the above named license and (2) the certificate of liquor liability insurance required by Chapter 116 of the Acts of 2010.**

Please Check Below:

APPROVED:

DISAPPROVED:

(If disapproved explain)

LOCAL LICENSING AUTHORITY

By:

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

DATE:



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

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

## MEMO

**To:** Chief Kyle Takakjian, Truro Police Department  
**From:** Nicole Tudor, Executive Assistant  
**Date:** November 3, 2015  
**Re:** 2016 Annual Liquor License Renewals

Please review the following 5 renewals for the annual alcoholic beverage licenses for the year 2016 and make any comments as you deem necessary. We anticipate the Local Licensing Authority (BoS) to review these at an upcoming meeting. If you have any questions please feel free to contact this office.

Thank you very much for your time.

### 2016 Annual Renewal applicants:

1. Baddocs, Inc., dba **Montano's Restaurant**, 481 Route Six, Robert C. Montano, Manager

License # 129200019 (ABCC) Type of License: Restaurant Category: All Alcohol

Approved/No Issues or Violations  Reason for Denial

Comments: none

2. **Pamet Valley Package, Inc.**, 172 Route Six, John Gainey, Manager

License # 129200009 (ABCC) Type of License: Package Store Category: All Alcohol

Approved/No Issues or Violations  Reason for Denial

Comments: none

3. **Salty Market , LLC**, dba **Salty Market**, 2 Highland Rd, Ellery Paul Althaus, Manager

License # 129200036 (ABCC) Type of License: Package Store Category: All Alcohol

Approved/No Issues or Violations  Reasons for Denial

Comments: none

4. Truro Vineyards of Cape Cod, LLC. dba Truro Vineyards, 11 Shore Rd, David J. Roberts, Manager

License # 129200035 (ABCC) Type of License: Pouring Permit Category: Wine & Malt Regular

Approved/No Issues or Violations

Reasons for Denial

Comments: none

5. Truro Vineyards of Cape Cod, LLC., dba Truro Vineyards, 11 Shore Rd, David Roberts, Manager  
License # 129200037 (ABCC) Type of License: Pouring Permit Category: Farmer Distillers All Alcohol

Approved/No Issues or Violations

Reasons for Denial

Comments: none

POLICE DEPARTMENT APPROVAL

Date: 11/3/15

Signature: Kyle Takahjian  
Chief of Police

**2015 LICENSE  
ALCOHOLIC BEVERAGES**

**THE LICENSING BOARD OF  
THE TOWN OF TRURO  
MASSACHUSETTS  
HEREBY GRANTS A**

**LIQUOR LICENSE  
of the following description:**

**FARMER-DISTILLERY POURING PERMIT**

---

**To Be Consumed on the Premises**

---

To Truro Vineyards of Cape Cod LLC, dba South Hollow Spirits, David J. Roberts, Manager

On the following described premises

Two story wood building, four entrances and exits, total square feet 1963, located at 11 Shore Road, Truro.

These areas, approximately 1963 sq. ft, which can only be used for the sale and pouring of rum produced by the farmer distillery, or produced for the farmer distillery, and sold under the farmer distillery brand name. This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31, 2015, unless earlier suspended, cancelled, or revoked. In testimony whereof, the undersigned have hereunto affixed their official signatures this 24th day of November, 2014.  
The hours during which alcoholic beverages may be sold are from:

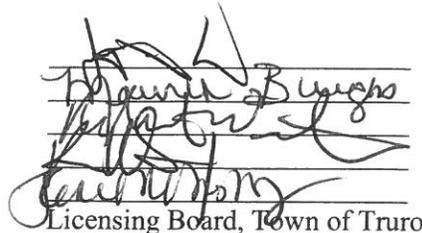
Monday-Saturday:

11 am – 8 pm

Sunday

12 pm – 8 pm

ABCC # 129200037

  
\_\_\_\_\_  
Licensing Board, Town of Truro

**2015 LICENSE  
ALCOHOLIC BEVERAGES**

**THE LICENSING BOARD OF  
THE TOWN OF TRURO  
MASSACHUSETTS  
HEREBY GRANTS A**

**LIQUOR LICENSE  
of the following description:**

**FARMER-WINERY POURING PERMIT**

---

**To Be Consumed on the Premises**

---

To Truro Vineyards of Cape Cod LLC, David J. Roberts, Manager

On the following described premises

A farm winery located at 11 Shore Road with both an indoor and outdoor tasting area (weather dependent), located within an 1858 sq. ft. retail area, a 450 sq. ft. outdoor patio and a 3200 sq. ft. Tasting Pavilion area. Indoor tasting room has four entrances and exits.

These areas, approximately 5500 sq. ft, which can only be used for the sale and pouring of wine produced by the farmer winery, or produced for the farmer winery, and sold under the farmer winery brand name. This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31, 2015, unless earlier suspended, cancelled, or revoked. In testimony whereof, the undersigned have hereunto affixed their official signatures this 24th day of November, 2014.  
The hours during which alcoholic beverages may be sold are from:

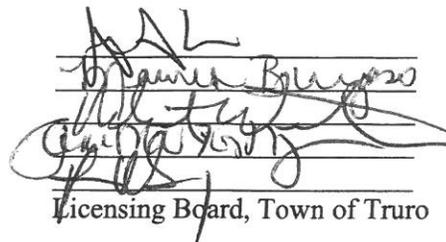
Monday-Saturday:

11 am – 8 pm

Sunday

12 pm – 8 pm

ABCC # 129200035

  
\_\_\_\_\_  
Licensing Board, Town of Truro

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# LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF  
The TOWN of TRURO

MASSACHUSETTS

HEREBY GRANTS A

## RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

Not To Be Drunk On the Premises

To SALTY MARKET, LLC  
ELLERY PAUL ALTHAUS, MANAGER

on the following described premises located at 2 Highland Rd. 2 1/2 story building with 1 salesroom for groceries, 1 small open room for liquor and back room for prep area for deli. 1 entrance and exit in front of building and 2 doors in rear for receiving. Basement for storage, 1/3 size of store.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 2015, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 24th day of November 2014

The Hours during which Alcoholic Beverages may be sold are

From Monday-Saturday 8:00am-11:00PM

Sunday sales from 12:00 noon until 11:00PM.

ABCC License # 129200036

*Mark Burgess*  
*Ellery Paul Althaus*  
*John W. ...*  
LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ

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# LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF  
TOWN TRURO  
The.....of.....

MASSACHUSETTS

HEREBY GRANTS A

## RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell

**All Kinds of Alcoholic Beverages**

**Not To Be Drunk On the Premises**

To Pamet Valley Package, Inc., John Gainey, Manager  
.....

.....  
on the following described premises located at 172 Route Six, Truro.  
1 1/2 story building with basement. 1st floor has four rooms,  
2nd floor has one room. Basement has four rooms for storage.  
.....

.....  
This license is granted and accepted upon the express condition that the  
licensee shall, in all respects, conform to all the provisions of the Liquor Control  
Act, Chapter 138 of the General Laws, as amended, and any rules or regulations  
made thereunder by the licensing authorities. This license expires December 31st,  
20.15., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their  
official signatures this 24th day of November 20. 14

The Hours during which Alcoholic  
Beverages may be sold are

From.....  
Monday through Saturday  
8:00 AM - 11:00 PM

Sunday sales from 10:00AM.....  
until 11:00PM.

ABCC License # 129200009

*Handwritten signature*  
.....  
LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ

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# LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The Town ..... of Truro .....

MASSACHUSETTS

HEREBY GRANTS A

## COMMON VICTUALER

License to Expose, Keep for Sale, and to Sell

**All Kinds of Alcoholic Beverages**

**To Be Drunk On the Premises**

To Baddocs, Inc., Robert C. Montano, Manager .....

d/b/a Montano's Restaurant .....

on the following described premises

located at 481 Route Six, Truro .....

1 1/2 story building with two cellars. 1st floor has three rooms, .....

restaurant and lounge. Cellars are for storage. .....

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires **December 31st, 2015.**, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 24th ..... day of November ..... 2015 .....

The Hours during which Alcoholic Beverages may be sold are

From .....

8:00AM-1:00AM .....

Monday-Saturday .....

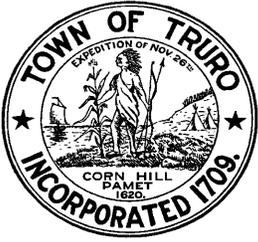
12:00 Noon-1:00AM on Sunday .....

ABCC # 129200019

*[Handwritten signatures of Robert C. Montano and a member of the Licensing Board]*

LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Licensing Department

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** November 10, 2015

**ITEM:** Approval of the 2016 Alcohol Beverages Control Commission Annual Renewal Certification

**EXPLANATION:** The 2016 (ABCC) Alcohol Beverages Control Commission Annual Renewal Certification.

In addition to the annual licenses, the Board of Selectmen in their capacity as the Local Licensing Authority must approve and sign the renewal certification. No Annual Alcohol licensee failed to renew for 2016. This form is a part of the 2016 ABCC annual renewal package and also certifies that all annual alcohol license holder businesses will be occupied as of January 1, 2016.

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

**IMPACT IF NOT APPROVED:** The Annual Alcohol License holders will not be issued an alcohol license for 2016 as per the ABCC requirements for renewals.

**SUGGESTED ACTION:** *MOTION TO approve* the 2016 Annual Alcohol Beverages Control Commission Renewal Certification 2016.

**ATTACHMENTS:**

1. 2016 Annual Alcohol Beverages Control Commission Renewal Certification 2016

## 2016 RETAIL LIQUOR LICENSE RENEWAL APPLICATION GUIDELINES

Without exception, all annual alcoholic beverages **licensees** are required to renew their alcoholic beverages license by **November 30<sup>th</sup>** of each year.

All retail license renewal applications must be signed by an authorized corporate officer, individual or partner and filed with the Local Licensing Authority by November 30<sup>th</sup>. Licensees who are in the process of transferring their licenses are required to file the renewal application until the transfer has occurred and they are no longer the licensee of record.

The licensee signing the renewal **MUST** provide their taxpayer identification number, FID, or EIN number on the renewal application.

The Local Licensing Authority is responsible for correcting any differences between their files and the ABCC license file on the renewal application in red ink. A Form 43 verifying these changes have been ABCC approved must be attached to the license renewal application in order to change the official ABCC license file. (DBA, zip codes and spelling errors do not require a Form 43.)

All on-premises M.G.L. c. 138, §12 licensees must provide proof of the required liquor liability insurance to the Local Licensing Authorities.

All on-premises M.G.L. c. 138, §12 licensees must provide a copy of the required Fire Safety Inspection Certificate to the Local Licensing Authorities. Please do not forward a copy of the Fire Safety Certificate or the insurance certificate to the ABCC.

**Local Licensing Authorities** must submit all license renewal applications (signed and unsigned) to the ABCC by **December 31, 2015**. Please put the applications in numerical order by the ABCC license number before mailing all the renewal applications, as well as the Renewal Certification in one mailing to the ABCC. If the Local Licensing Authority does not receive an ABCC pre-printed renewal application for any licensee, the Local Licensing Authority should complete a blank renewal application for that licensee, have the licensee timely sign and file the application with the Local Licensing Authority, and attach the approved Form 43.

**Any renewal application not signed and filed by November 30<sup>th</sup> will be treated as a New License.**

If renewal application becomes a new license for failure to meet the November 30<sup>th</sup> signing deadline, it will be subject to all the procedures set forth under Chapter 138, §15A.

**ANY QUESTIONS REGARDING THE ABOVE GUIDELINES SHOULD BE DIRECTED TO HURSHEL LANGHAM AT EXT. 719 or SABRINA LUC AT EXT. 721**

**Ralph Sacramone, Executive Director**

# RENEWAL CERTIFICATION 2016

CITY/TOWN:

## A. LICENSEES WHO FAILED TO RENEW FOR 2016:

LICENSE #:	NAME AND ADDRESS:
NONE	

## B. LICENSEES DISAPPROVED BY THE CITY/TOWN FOR 2016:

LICENSE #:	NAME AND ADDRESS:
NONE	

We hereby certify that the premises described in the 2016 renewal applications for the above mentioned municipality are now occupied, used or controlled by the licensee and will be on January 1, 2016. The 2016 Renewal Application have been approved by the Local Licensing Authorities and forwarded to the ABCC.

The Local Licensing Authorities


PLEASE ATTACH ALL RENEWAL APPLICATIONS MENTIONED ABOVE TO THIS CERTIFICATION.

IF EXTRA SPACE IS NEEDED, PLEASE USE THE BACK OF THIS FORM.

**A. LICENSEES WHO FAILED TO RENEW FOR 2016:**

LICENSE #:	NAME AND ADDRESS:
NONE	

**B. LICENSEES DISAPPROVED BY THE CITY/TOWN FOR 2016:**

LICENSE #:	NAME AND ADDRESS:
NONE	

**RETURN THIS FORM WITH 2016 RENEWALS**

It is important for the ABCC to be updated on the individual in charge of licensing matters and assist them in serving the needs of your city/town regarding liquor license issues. Please fill out this form and return it with your renewals. Thank you in advance for your cooperation.

<b>Email Address:</b>	<input type="text" value="NTUDOR@TRURO-MA.GOV"/>
<b>Contact Name:</b>	<input type="text" value="NICOLETUDOR"/>
<b>City/town:</b>	<input type="text" value="TRURO"/>
<b>Mailing Address:</b>	<input type="text" value="POBOX 2030 TRURO MA 02666"/>
<b>Phone:</b>	<input type="text" value="508-349-7004"/>
<b>Fax:</b>	<input type="text" value="508-349-5505"/>

# DRAFT

**Truro Board of Selectmen  
Meeting, October 27, 2015  
Town Hall Meeting Room**

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

**Planning Board Members Present:** Chair Lisa Maria Tobia; Bill Worthington, Jack Reimer, Steve Sollog, Bruce Boleyn; Planner Carol Ridley

**Present:** Town Administrator Rae Ann Palmer

Chair Paul Wisotzky called the meeting to order at 5:00 p.m. and announced it was being videotaped. Planning Board Chair Lisa Tobia called the joint meeting to order and introduced the Planning Board members.

## **JOINT DISCUSSION WITH PLANNING BOARD**

### **Interview for Vacancy on the Planning Board**

Members of the two Boards interviewed Peter Herridge, a candidate for a vacancy on the Planning Board. Mr. Herridge gave his background with an emphasis on his long history with Truro, and he answered questions posed by members of both Boards.

Robert Weinstein moved to approve the appointment of Peter Herridge to the Planning Board with a term ending May, 2016. Maureen Burgess seconded, and each member of the two Boards said *aye*. The motion carried unanimously

### **Affordable Housing**

Chair Wisotzky began a discussion of Affordable Housing by noting the success of the recent Housing Forum held on Saturday, October 24, 2015. The Boards discussed options that would create more Affordable Housing for Truro: repurposing, multi-family homes, affordable accessory dwellings, garage apartments, senior housing, cluster zoning, condominium usage, home-share, and bylaw revisions. Jay Coburn noted the state's 10% Affordability goal. Board members pondered what was practical and feasible for the Town. The Boards were in favor of holding an Affordable Housing "think session" for several Town entities and community members.

### **Condominium Conversion**

Another particular shared interest, condominium conversion, was mentioned. The Weston & Sampson study on water use and septic discharge in the Beach Point area will be of use for future examination of this possibility.

### **National Seashore Zoning Bylaw**

The third item of mutual concern for the two Boards was a potential National Seashore zoning bylaw that may be brought to Annual Town Meeting 2016. Town Administrator Rae Ann Palmer said that Town Counsel would review a proposal from Planning Board.

### **ADJOURNMENT OF JOINT MEETING**

Steve Sollog moved to adjourn the joint meeting. Bruce Boleyn seconded, and the Planning Board approved the motion 5-0. The joint meeting ended at 6:10 p.m. Planning Board members departed, and the Board of Selectmen's regular meeting was opened at 6:12 p.m.

### **BOS ACTION**

#### **Cape Light Compact Presentation**

Maggie Downey, Cape Light Compact Administrator, presented an update on the Cape Light Compact's Energy Efficiency Plan. She gave a two-part PowerPoint presentation on the Compact's plan and the new grid models for two way power flow. Ms. Downey answered questions on the Compact.

#### **Cape Cod Metropolitan Planning Organization**

Robert Weinstein, an elected member of the Cape Cod Metropolitan Planning Organization, introduced Glen Cannon, Technical Director, and Patrick Tierney, Transportation Planner for the Metropolitan Planning Organization. The Organization's goal is to oversee planning for all means of transportation. Glen Cannon explained their programs and showed a PowerPoint presentation on examples of their planned projects on the Cape. Robert Weinstein commented on the importance of protecting the infrastructure abutting the Pamet River.

### **CONSENT AGENDA**

The Consent Agenda included the following ten items:

- A. Review/ Approve and Authorize the Chair to sign:
  1. Truro Videographer Contract with Eliza Harned;
  2. Contract from ESCCI for transportation services;
  3. Application for Staging Permit for Use of Town Owned Property and or Beach Access: Fisher, Corn Hill and Cold Storage Beaches for Safe Harbor (Gordon Peabody from November 15 to December 15, 2015);
  4. Authorizing the Chair as a Certifying Officer on behalf of the Board of Selectmen for 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 the 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 Towns of Truro and Wellfleet in connection with Intermunicipal Agreement regarding the Herring River Restoration; and
- D. Review and Approve Minutes of October 13, 2015.

Robert Weinstein suggested non-gender specific pronouns to make videographer's contract comply with anti-discrimination policy. He also noted that in Item A-5 the Emergency Medical Director named Weinstein is not a related to him.

Jay Coburn requested that A-4 be withheld so that he could recuse himself.

Jay Coburn moved to approve the Consent Agenda except for Item A-4. Robert Weinstein seconded, and the motion carried 5-0.

*Jay Coburn recused himself from the meeting.*

Maureen Burgess moved to approve Consent Agenda Item A-4. Janet Worthington seconded, and the motion carried 4-0.

*Jay Coburn returned to the meeting.*

### **SELECTMEN REPORTS**

The Selectmen covered a variety of topics. Robert Weinstein reported on the SMART Committee's progress on the Pay-As-You-Throw program. Maureen Burgess had attended the School Committee's last meeting and gave a possible date for a joint meeting with them. Paul Wisotzky reported on the recent Housing Forum. He announced the Special Town Meeting to be held on November 6, 2015 at the Truro Central School. Janet Worthington had follow-up questions that had come out of her Selectmen's Hours regarding speed limits on secondary roads. Kyle Takajian, Chief of Police came forward to address this. He said the Police are working with the state to have speeds reduced with legal postings. Ms. Worthington also asked about the bus shuttle. Rae Ann Palmer said there will be a meeting with RTA regarding this. Jay Coburn thanked everyone for participation in the Housing Needs Assessment and the Housing Forum on Saturday, October 24, 2015.

### **TOWN ADMINSTRATOR'S REPORT**

Rae Ann Palmer discussed new equipment for Truro TV, outfitting the Police training room, Budget preparations for next year, plans with Mass DOT on striping for bike lanes and rumble strips on the highway, and the motions for Town Meeting.

### **AGENDA FOR NEXT REGULAR MEETING**

The Town Administrator reviewed agenda items for the November 10, 2015 meeting. Paul Wisotzky suggested adding an item on private road plowing.

### **ADJOURNMENT**

Jay Coburn moved to adjourn. Janet Worthington seconded, and the motion carried 5-0. The meeting was adjourned at 7:07 p.m.

Respectfully submitted,

Mary Rogers  
Recording Secretary

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Paul Wisotzky, Chair

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Maureen Burgess, Clerk

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Jay Coburn

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Janet Worthington, Vice-chair

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Robert Weinstein

**Public Records Material of 10/27/15**

- 1.) Cape Light Compact presentation
- 2.) Cape Cod Metropolitan Planning Organization's PowerPoint print-out
- 3.) Truro Videographer Contract with Eliza Harned
- 4.) Contract from ESCCI for transportation services
- 5.) Application for Staging Permit for Use of Town Owned Property and or Beach
- 6.) Access: Fisher, Corn Hill and Cold Storage Beaches for Safe Harbor (Gordon Peabody from November 15 to December 15, 2015
- 7.) Authorization of the Chair as a Certifying Officer on behalf of the Board of Selectmen for Environmental Review FY15 CDBG grant and the FY15 Special Conditions Letter
- 8.) Emergency Medical Director of Emergency Medical Dispatch Services Agreement
- 9.) Consent Letters for Modification of Cell Tower and Fiber at the Public Safety Facility
- 10.) State of Massachusetts 911 Grant Applications
- 11.) BAN Renewals for Pamet Harbor South Jetty and Urban fire Engine
- 12.) Determination from Kopelman and Paige, P.C., for Representation of Towns of Truro and Wellfleet in connection with Intermunicipal Agreement regarding the Herring River Restoration

**Truro Board of Selectmen  
Meeting, October 28, 2015  
Truro Public Library**

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

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

Chair Paul Wisotzky called the meeting to order at 5:30 p.m.

Paul moved to go into Executive Session to discuss strategy with respect to collective bargaining involving the Police Federation. Jay Coburn seconded.

Maureen Burgess, Jay Coburn, Robert Weinstein, Janet Worthington and Paul Wisotzky each said yes, and the Board entered into executive session at 5:01 p.m.

The regular meeting reconvened at 5:55 p.m.

## **COMMUNICATIONS PROTOCOLS**

The Board of Selectmen and the Town Administrator discussed clear channels of communication. Rae Ann Palmer said that she takes direction from the Selectmen, and staff takes directions from the Town Administrator. Jay Coburn said some committees struggle with their roles. Trudi Brazil offered staff perspective.

## **ROLES OF CHAIR, VICE-CHAIR AND CLERK**

Chair Wisotzky presented examples he had gathered from other towns for the roles of Selectmen chair, vice-chair and clerk. The Board reviewed the examples to determine which responsibilities should apply to the Truro Board of Selectmen's officers. Paul Wisotzky will create a Truro-specific list of responsibilities based on the items that fit what the officers do now and what the Board would like to include.

## **NEW BUSINESS**

Board members determined who would make each motion for the Warrant Articles to be presented at Special Town Meeting.

## **REORGANIZATION**

Town Administrator Rae Ann Palmer distributed a draft chart of reorganization and explained her vision for each position in Town government. She proposed changes of titles, realignments of responsibilities and some shifting of full-time and part-time positions in Administration, Financial Administration, Natural Resources & Environmental Services, Community Preservation & Development, Community Services, and Public Safety. The Board of Selectmen and Town Administrator will continue to study and discuss the organizational plan at future BOS meetings.

## **WORK SESSIONS**

The Board scheduled the next work session for November 12, 2015 at 5:30 p.m. This meeting will replace the regular November 17, 2015 meeting.

Robert Weinstein moved to cancel the scheduled meeting for November 17, 2015.  
Maureen Burgess seconded. The motion carried 5-0.

**ADJOURNMENT**

Maureen Burgess moved to adjourn, and Robert Weinstein seconded. The motion carried 5-0. The meeting was adjourned at 7:20 p.m.

Respectfully submitted,

Mary Rogers  
Recording Secretary

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Paul Wisotzky, Chair

---

Maureen Burgess, Clerk

---

Jay Coburn

---

Janet Worthington, Vice-chair

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Robert Weinstein