



Truro Board of Selectmen Meeting Agenda
Tuesday, December 15, 2015
Regular Board of Selectmen Meeting - 5:00pm
Selectmen's Chambers Town Hall 24 Town Hall Road, Truro

1. PUBLIC COMMENT

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

2. PUBLIC HEARINGS RESCHEDULED UNTIL JANUARY 12, 2016

- A. The Truro Board of Selectmen will hold a public hearing on Tuesday, December 15, 2015 at 5:00 pm at the Truro Town Hall, 24 Town Hall Road, Truro MA on an application filed by Dan Smith, 32 Tom's Hill Road, Truro, for a new Shellfish Aquaculture Grant, pursuant to the Regulations for Aquaculture Licenses. The proposed grants are for 2 acres, located off of Beach Point (Noons) Landing as shown on plans submitted with the application on file in the Selectmen's office.
Comments from the Public will be heard, and all interested parties are urged to attend.

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

- A. Review and Approve revision to Declaration of Covenant for Sutton Place Condominium Trust-New Designation of Manager's Unit, 503-522 Shore Road
Presenter: Attorney Lester J. Murphy
- B. Review, Approve, and Authorize the Chair to sign a contract with Sun-Edison for the solar array at the Transfer Station
Presenter: Rae Ann Palmer, Town Administrator
- C. Discussion and Recommendation on Pay As You Throw
- D. Discussion and Recommendation on Snow Plowing and Maintenance of Private Roads
- E. Approval of Exemption by the Board of Selectmen-Jay Coburn Disclosure by Special Municipal Employee of Financial Interest in a Municipal Contract as Required by MGL Ch. 268A § 20(d)
Presenter: Selectmen Jay Coburn
- F. Review and Approve Community Development Partnership Contract for the Housing Rehab program for the FY15 CDBG grant and Authorize the Chair to sign
Presenter: Rae Ann Palmer, Town Administrator
- G. Review and Approve Annual Town Report Dedication and Cover for 2015
Presenter: Rae Ann Palmer, Town Administrator
- H. Review and Approve a Work Session Board of Selectmen Policy #56
Presenter: Selectmen Jay Coburn
- I. Discussion on follow-up to joint Conservation Commission meeting
Presenter: Selectmen Chair Paul Wisotzky

6. CONSENT AGENDA

- A. Review/Approve and Authorize the Chair to sign:
 - 1. Weston and Sampson Contract Amendment No. 2 for Truro Landfill, Preparation of Bid Documents and Bid Assistance
- B. Review and Approve 2016 Licenses: Common Victular-Terra Luna Restaurant (Seasonal)-104 Shore Road, FarmMaid Foods (Annual)-8 Highland Rd & Savory and the Sweet Escape (Annual) -316 Route 6, Captain's Choice, Inc. (Seasonal)-4 Highland Rd.

- C. Review and Approve Reappointments: Jay Norton, DPW Director-Cape Cod Joint Transportation Committee
- D. Review and Approve Renewal of Truro Police Department Appointments
- E. Review and Approve Application for Permit for Organized Bike & Road Race-Wounded Warrior Project Cycling Event on Friday, September 23, 2016
- F. Review and Approve Minutes December 1, 2015, December 7th (Budget Task Force) & December 8, 2015

7. SELECTMEN AND LIAISON AND TOWN ADMINISTRATOR REPORTS

8. NEXT MEETING AGENDA: TUESDAY, January 12, 2016



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of Eric Shapiro, Trustee of Sutton Place Condominium Trust

REQUESTED MEETING DATE: December 15, 2015

ITEM: Revision to the Declaration of Covenant for Sutton Place Condominiums Trust-New Designation of Manager's Unit (503-522 Shore Rd).

EXPLANATION: Sutton Place Condominium Trustees are requesting the designation of the Manager's Unit (Manager's Units are the year round units) to be changed from Unit #9 to Unit #7. The manager's unit designation is being changed to Unit #7 due to the construction being completed on that Unit.

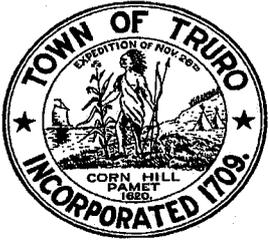
FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Trustees will not be able to designate the revised Manager's Unit to #7 and record this with the Barnstable County Registry of Deeds.

SUGGESTED ACTION: *MOTION TO approve the revised Declaration of Covenant for Sutton Place Condominium Trust which designates Unit # 7 as the manager's unit. .*

ATTACHMENTS:

1. Town of Truro Condominium Declaration of Covenant
2. Property Cards for Unit #7 and Unit #9



TOWN OF TRURO

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

CONDOMINIUM DECLARATION OF COVENANT

WHEREAS, Sutton Place Condominium Trust

hereinafter referred to as "OWNER," is the owner of certain real estate currently being operated
as Sutton Place situated on

503-522 Shore Road

in North Truro, Massachusetts, which said real estate is fully and completely
described in the deed marked Exhibit "A," annexed hereto and made a part hereof; and

WHEREAS, the Owner is desirous of holding the above-described property as a
condominium; and

WHEREAS, the use of the above-described property as a Condominium without the
restrictions set forth hereinafter would constitute a use which is prohibited by the Truro Zoning
Bylaw and further that such a use could expand the use of the above-described property beyond
its current seasonal occupancy thereby causing greater use of available water resources, increased
sewerage disposal, increases to the school population and other increases in municipal services
which would be provided by the Inhabitants of the Town of Truro, and

WHEREAS, it is the intention of the Owner that the property continue in part to be used
and operated as public accommodations, as defined in said Section 10.4 of Truro Zoning Bylaws;
and

WHEREAS, the Owner is desirous of continuing to be licensed in the Town of Truro
pursuant to General Laws Chapter 140, Sections 32A, 32B, 32C, 32D and 32E;

NOW, THEREFORE, the Owner hereby imposes the following restrictions on said premises for the benefit of (a) the owner or owners of said property, and the shareholders of said Condominium corporation, and (b) the Inhabitants of the Town of Truro:

1. The property, consisting of 29 units, is intended for and is to be used only for seasonal use, and, except as otherwise provided herein, all units owned by the Owner and the Condominium shall not be occupied between November 30 of each year and March 1 of the succeeding year. Provided that, nothing contained herein shall restrict or limit the year-round use of one (1) unit, that being unit # 7, which is designated as the resident manager's unit.

2. No agreement between the Owner or Condominium and any of its members to modify or amend the Occupancy Agreement of any unit with respect to the seasonal use restrictions of each unit shall be of any force or effect unless the same has been approved and assented to in a written instrument signed by the Board of Selectmen of the Town of Truro.

3. The attempted amendment or modification of any such Occupancy Agreement to provide for use of a unit beyond the season of March 1 to November 30, shall constitute the extension of a pre-existing, non-conforming use as well as a violation of Section 40.3 of the Zoning Bylaws of the Town of Truro as amended on May 19, 1981.

4. This Covenant and the restrictions herein contained shall remain in effect so long as the property is established as a Condominium, including any successor Condominium.

5. The Inhabitants of the Town of Truro, through its Board of Selectmen and/or Building Inspector, shall have the right to enforce the provisions of this Covenant, and to obtain from a Court of competent jurisdiction the appropriate orders and injunctive relief prohibiting any violations of the conditions and covenants herein contained. In the event that the said Town

of Truro shall commence an action to enforce compliance for the provisions of this covenant, the costs incurred by the said Town of Truro in that action, including its reasonable attorney's fees, shall be assessed to and paid by the owner of the property.

6. No amendment, revision, termination or substitution of this Declaration of Covenant shall be effective unless the same is assented to in writing by the Inhabitants of the Town of Truro through its Board of Selectmen.

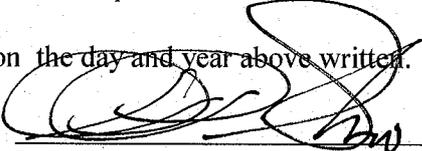
7. The original of this Covenant shall be recorded with the Barnstable County Registry of Deeds and shall be marginally referenced to the deed of the owner and shall run with the land.

8. The invalidity of any provision of this Agreement shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Agreement and, in such event, all of the other provisions of this Agreement shall continue to full force and effect as if such invalid provisions had never been included herein.

9. The property will continue to be licensed under the authority of the Board of Health pursuant to MGL Ch. 140, Sections 32A, B, C, D and E.

EXECUTED AS A SEALED INSTRUMENT this 13 day of
November, 20 15 By: _____
Owner

IN WITNESS WHEREOF, Sutton Place Condominium Trust has caused its name
to be signed and its corporate seal to be hereto affixed by Eric Shapiro, Manager, Lexvest Group LLC,
its President on the day and year above written. Manager Lexvest Sutton LLC, Trustee

By: 

President/Trustee

COMMONWEALTH OF MASSACHUSETTS

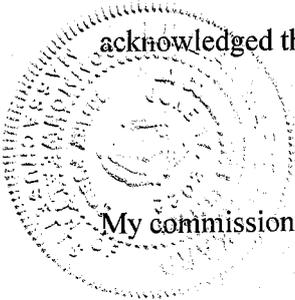
(LH) Middlesex
Barnstable, ss. November 13, 2015

Then personally appeared the above named Eric D. Shapiro and

acknowledged the foregoing instrument to be a free act and deed; before me.

Lucie Marie Dechard
Notary Public

My commission expires: 6-17-2022



TRURO BOARD OF SELECTMEN

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss _____, 20 _____

Then personally appeared the above- named _____

_____, as they are the Truro Board of Selectmen,

and acknowledged the foregoing instrument to be their free act and deed; before me,

Notary Public

My commission expires _____.

**EXHIBIT A
PROPERTY DESCRIPTION**

The land together with the buildings and improvements thereon on Lots 15 through 16, inclusive, as shown on a Plan designated "Plan of Cottage Lots, North Truro, for Whitman and Howard, 1907" (the "Plan") which Plan is recorded with the Registry in Plan Book 33, Page 127, together with the land lying to the north of said parcels of land, being opposite lots 5 through 15 inclusive being bounded by the waters of Pilgrim Lake, as shown in the aforesaid Plan. The premises are also shown on a plan of land entitled "Plan of Land in (North) Truro as surveyed for Evangeline G. Sutton" dated October 1972 made by W. G. Slade, Surveyor recorded with the Registry in Plan Book 263, Page 55, bounded and described as follows:

PARCEL 1:

NORTHEASTERLY by Formerly State Highway Route 6A, 594.86 feet;
SOUTHEASTERLY by land of George H. Jordan, 154 feet more or less;
SOUTHWESTERLY by Cape Cod Bay, 596 feet more or less;
NORTHWESTERLY by land of Alden O. Carlson, et ux, 181 feet more or less.

PARCEL 2:

SOUTHEASTERLY by Formerly State Highway Route 6A, 542.67 feet;
NORTHWESTERLY by land of Alden O. Carlson, et ux, 35.78 feet;
NORTHEASTERLY by land of the Penn. Central Corp., by two lines,
175.34 feet and 367.50 feet;
SOUTHWESTERLY by land of George H. Jordan, 21.28 feet.

The premises are subject to a taking by the Commonwealth of Massachusetts recorded with the Registry in Book 867, Page 38.

The premises are subject to a variance recorded with the Registry in Book 4037, Page 314.

The premises are subject to an Order of Conditions recorded with the Registry in Book 5643, Page 61, as affected by a Certificate of Compliance recorded with the Registry in Book 23143, Page 211.

The premises are subject to a decision of the Zoning Board of Appeals recorded with the Registry in Book 7535, Page 93.

The premises are subject to an Order of Conditions recorded with the Registry in Book 10745, Page 111, as affected by a Certificate of Compliance recorded with the Registry in Book 23143, Page 214.

The premises are subject to an Order of Conditions recorded with the Registry in Book 14902, Page 323, as affected by a Certificate of Compliance recorded with the Registry in Book 23143, Page 217.

The premises are subject to an Order of Conditions recorded with the Registry in Book 24940, Page 336.

The premises are subject to a Condominium Declaration of Covenants recorded with the Registry in Book 25651, Page 69.

The premises are subject to an Order of Conditions recorded with the Registry in Book 25633, Page 28.

For reference to title see deed recorded with the Registry in Book 26032, Page 136.

[663669]

**Sutton Place Condominium Trust
503-522 Shore Road
North Truro, MA 02652**

Trustee Authorization for Town of Truro Declaration of Covenant

Lexvest Sutton LLC, a Massachusetts Limited Liability Company and sole trustee of Sutton Place Condominium Trust, hereby authorizes the Town of Truro Condominium to change the Declaration of Covenant for Sutton Place Condominium Trust, designating the resident managers unit from Unit #9 to Unit #7.

Authorized by:

OWNERS OF UNIT 9

Eric D. Shapiro

Julie Ann Shapiro

Accepted by:

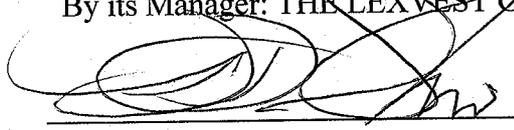
OWNERS OF UNIT 7

LEXVEST SUTTON LLC

By its Manager: THE LEXVEST GROUP LLC
Eric D. Shapiro, its Manager duly authorized

EXECUTED as a sealed instrument this 14 day of November, 2015.

LEXVEST SUTTON LLC
By its Manager: ~~THE LEXVEST GROUP LLC~~



By: Eric D. Shapiro, its Manager
duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14th day of November, 2015, before me, the undersigned notary public, personally appeared Eric D. Shapiro, Manager of The Lexvest Group LLC, who proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as manager of The Lexvest Group, LLC.



Lillian Marie DeChard
Official Signature and Seal of Notary
My Commission Expires: 6-17-2022

Key: 6758

Town of TRURO - Fiscal Year 2016

8/19/2015 9:51 am SEQ #: 4.265

LEGALS

CURRENT OWNER		PARCEL ID		LOCATION	
SHAPIRO ERIC D & JULIE ANN 1 RINDGE AVE LEXINGTON, MA 02420		7-8-9		522 SHORE RD	
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)
SHAPIRO ERIC D & JULIE AN		03/27/2013	N	27239-260	
LEXVEST SUTTON LLC		01/27/2012	V	3,050,000	26033-136
DUMAS GLORIA SUTTON TRST-		02/05/2010	J	5498-249+	

CLASS	CLASS%	DESCRIPTION		BN ID	BN	CARD	
1020	100	CONDOMINIUM			1	1 of 1	
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %
SS2014-4		50	SPLIT SUB		02/14/2013	BE	100 100
13-013	01/07/2013	3	REPAIR/REMOD	105,500	08/16/2013	FC	100 100
12-062	03/15/2012	90	BP NVC		02/26/2013	FC	100 100

LAND

CD	T	AC/SF/UN	Nbhd	Inf1	Inf2	ADJ BASE	SAF	Inf3	Lpi	VC	CREDIT AMT	ADJ VALUE

TOTAL	1.970 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Nbhd		NOTE SUTTON PLACE CONDO			LAND	0	0
Inf1			BUILDING	801,200	785,500		
Inf2			DETACHED	0	0		
			OTHER	0	0		
					TOTAL	801,200	785,500

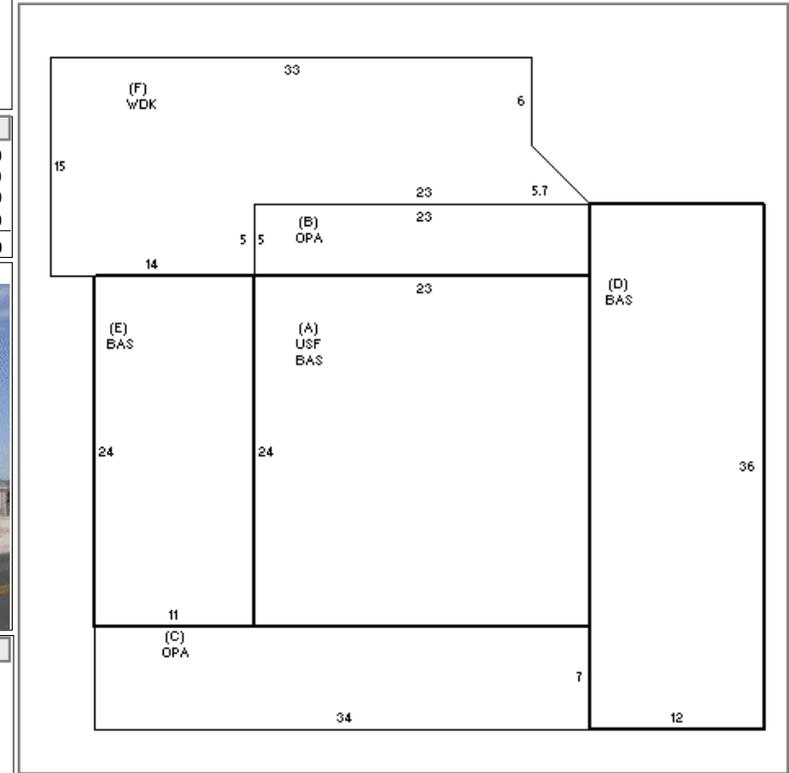
DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO
								[08/19/2013]



BUILDING	CD	ADJ	DESC	MEASURE	10/20/2011	DF
MODEL	10		CONDO	LIST	8/26/2013	FC
STYLE	1	1.00	CONDO [100%]	REVIEW	11/14/2011	DF
QUALITY	A	1.00	AVERAGE [100%]			
FRAME	1	1.00	WOOD FRAME [100%]			

YEAR BLT	1930	SIZE ADJ	0.715	ELEMENT	CD	DESCRIPTION	ADJ
NET AREA	1,800	DETAIL ADJ	1.533	COMPLEX	44	SUTTON PLACE	2.25
\$NLA(RCN)	\$518	OVERALL	1.000	CONDO STYLE	16	SUTTON PL	0.50
				BASEMENT	4	CRAWL	1.00
				HEATING	2	HOT WATER	1.01
				FUEL SOURCE	1	OIL	1.00
				PLUMBING	1	STANDARD	1.00
				VIEW/LOC	6	EXCELLENT	1.35



BUILDING

MEASURE	10/20/2011	DF	BLDG COMMENTS
LIST	8/26/2013	FC	UNIT 9 (WATERFRONT)=YEARROUND UNIT. HAS OUTDOOR SHOWER.
REVIEW	11/14/2011	DF	

YEAR BLT	1930	SIZE ADJ	0.715	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	931,575
NET AREA	1,800	DETAIL ADJ	1.533	COMPLEX	44	SUTTON PLACE	2.25	+	BAS	L	BASE CONDO AREA	1,248	1930	535.33	668,095		
\$NLA(RCN)	\$518	OVERALL	1.000	CONDO STYLE	16	SUTTON PL	0.50	A	USF	L	UP-STRY FIN	552	1930	428.35	236,451		
				BASEMENT	4	CRAWL	1.00	+	OPA	N	OPEN PORCH	353		30.60	10,802		
				HEATING	2	HOT WATER	1.01	F	WDK	N	ATT WOOD DECK	408		20.90	8,527		
				FUEL SOURCE	1	OIL	1.00										
				PLUMBING	1	STANDARD	1.00										
				VIEW/LOC	6	EXCELLENT	1.35										

CONDITION ELEM	CD
EXTERIOR	G
INTERIOR	A
KITCHEN	A
BATHS	U
HEAT/ELEC	U

EFF.YR/AGE	1969 / 45
COND	14 14%
FUNC	0
ECON	0
DEPR	14 % GD 86

RCNLD	\$801,200
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Key: 6765

Town of TRURO - Fiscal Year 2016

8/19/2015 9:51 am SEQ #: 4.272

LEGALS

CURRENT OWNER				PARCEL ID				LOCATION				
LEXVEST SUTTON LLC PO BOX 608 LEXINGTON, MA 02420				7-8-7				522 SHORE RD				
				TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)	
				LEXVEST SUTTON LLC				01/27/2012	V	3,050,000	26033-136	
DUMAS GLORIA SUTTON TRST-				02/05/2010	J		5498-249+					
DUMAS GLORIA SUTTON EST O				08/11/2008	J		5498-249+					

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD	
1020	100	CONDOMINIUM				1	1 of 1	
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
14-129	06/10/2014	1	SINGLE FAM R	245,000	01/02/2015	FC	20	20
14-123	06/03/2014	5	DEMO	10,000	11/05/2014	BE	100	100
SS2014-4		50	SPLIT SUB		02/14/2013	BE	100	100

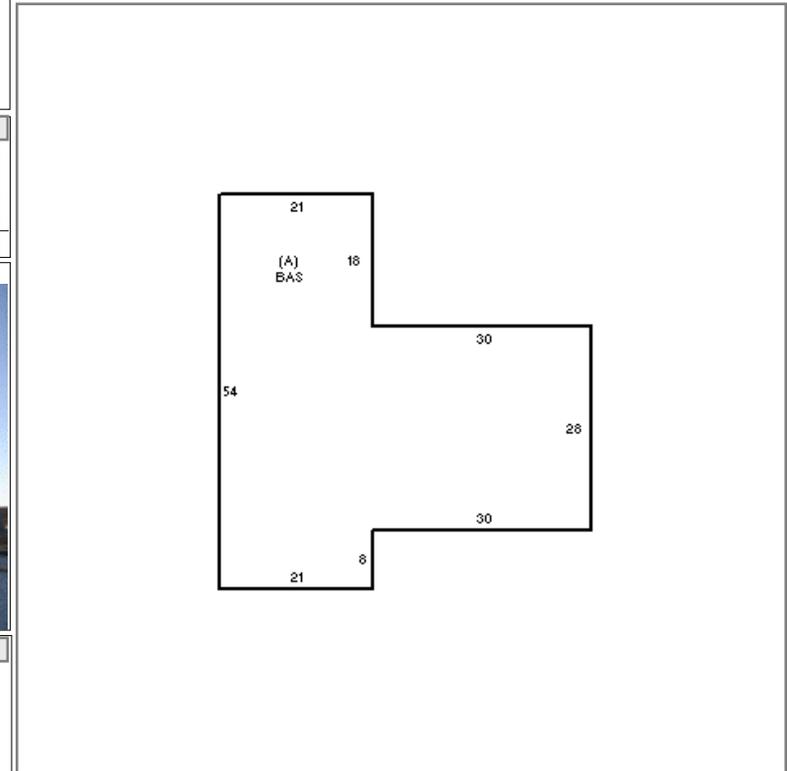
LAND

CD	T	AC/SF/UN	Nbhd	Inf1	Inf2	ADJ BASE	SAF	Inf3	Lpi	VC	CREDIT AMT	ADJ VALUE

TOTAL	1.970 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Nbhd		NOTE SUTTON PLACE CONDO	LAND		0	0	0
Inf1			BUILDING		205,000	263,900	
Inf2			DETACHED		0	0	
			OTHER		0	0	
			TOTAL		205,000	263,900	

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD



BUILDING

BUILDING	CD	ADJ	DESC	MEASURE	1/2/2015	FC
MODEL	10		CONDO	LIST	1/2/2015	EST
STYLE	1	1.00	CONDO [100%]	REVIEW		
QUALITY	+	1.05	GOOD-AVE+ [100%]			
FRAME	1	1.00	WOOD FRAME [100%]			

BLDG COMMENTS

UNIT 7=1ST FLR OF BLDG.

G

YEAR BLT	2014	SIZE ADJ	0.685	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	1,024,929
NET AREA	1,974	DETAIL ADJ	1.472	COMPLEX	44	SUTTON PLACE	2.25	A	BAS	L	BASE CONDO AREA	1,974	2014	517.09	1,020,729		
\$NLA(RCN)	\$519	OVERALL	1.000	CONDO STYLE	16	SUTTON PL	0.50										
				BASEMENT	5	NO BASEMENT	1.00										
				HEATING	99	N/A	1.00										
				FUEL SOURCE	99	N/A	1.00										
				PLUMBING	1	STANDARD	1.00										
				VIEW/LOC	6	EXCELLENT	1.35										
CAPACITY				UNITS	ADJ												
STORIES(FAR)		1	1.00														
ROOMS		5	1.00														
BEDROOMS		1	.97														
BATHROOMS		1.5	1.00														
FIXTURES		6	\$4,200														
PCT COMM INT		0	1.00														
EFF.YR/AGE																2014 / 0	
COND																0 NEW	
FUNC																80 UC	
ECON																0	
DEPR																80 % GD 20	
RCNLD																\$205,000	



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: December 15, 2015

ITEM: Approval of contracts and agreements for the solar installation at the Transfer Station.

EXPLANATION: Attached is a contract, the Net Metering Credit Purchase and Sale Agreement, with Sun Edison to develop a solar system at the Town Landfill and a letter to Eversource along with a consent to assignment of the Interconnection Agreement that the Town holds with Eversource. Attorney Richard Holland of Kopelman and Paige, Brian Boyle and Mark Farber of the Energy Committee, DPW Director Jay Norton and I negotiated the attached contracts with Sun Edison on behalf of the Town. Attorney Holland has prepared a letter, attached, with information about the contract. He will be at your meeting to answer any questions you may have.

The consent to assignment of the interconnection agreement to Sun Edison will transfer the ability to have the solar system connect to the grid from the Town to the owner of the solar system. This is time sensitive as the first payment is due on January 4, 2016. If it is not paid, the Town will not be guaranteed the ability to connect the system to the grid.

DPW Director Norton learned yesterday that AT&T's contractor damaged the cap at the landfill. Unfortunately the repair of the damage has the potential to delay completion of work for a post closure certificate which could result in a delay to the solar installation. The attached contract has provisions built in for that eventuality. As you may recall, the Federal Government offers investment tax credits for solar installations. If a system is operational by the end of December 2016 the credit is 30 percent, after that, the credit drops to 10 percent. The contract includes a fixed kWh rate depending on the timing of the installation. If the system is operational by the end of 2016, the rate is \$0.095/kWh. The estimated rate should the system be operational with a 10 percent investment tax credit is \$0.115/kWh. Attached are two spread sheets that illustrate the *projected* savings to the Town at the different rates.

IMPACT IF NOT APPROVED: The solar project will not move forward and a payment will be missed to Eversource for the interconnection agreement, which may invalidate the agreement.

SUGGESTED ACTION: *Motion to award a contract for the development of a solar system to SunEdison Origination1, LLC; to authorize the assignment of the Interconnection Agreement with Eversource to SunEdison Origination1, LLC and to authorize the Chair to execute the documents.*

ATTACHMENTS:

1. Letter from Attorney Richard Holland
2. Net Metering Credit Purchase and Sale Agreement
3. Letter to Eversource and Assignment and Assumption Agreement
4. Letter from Power Options
5. Projected Value Spread Sheets



KOPELMAN AND PAIGE, P.C.

The Leader in Public Sector Law

Agenda Item: 5B1

101 Arch Street
Boston, MA 02110
T: 617.556.0007
F: 617.654.1735
www.k-plaw.com

December 10, 2015

Richard Holland
rholland@k-plaw.com

Hon. Paul C. Wisotzky and
Members of the Board of Selectmen
Truro Town Hall
24 Town Hall
P.O. Box 2030
Truro, MA 02666

Re: Town of Truro – Net Metering Credit Purchase and Sale Agreement; Landfill Site

Dear Members of the Board of Selectmen:

Enclosed are the following documents presented for your consideration and approval:

1. Net Metering Credit Purchase and Sale Agreement;
2. General Terms and Conditions of Net Metering Credit Purchase and Sale Agreement;
3. Assignment and Assumption Agreement (re: Interconnection Services Agreement);
4. Letter addressed to Eversource Electric regarding Assignment and Assumption; and
5. September 5, 2015, letter from Power Options (with attachments).

As you know, we have assisted the Town with the negotiation of an agreement for the leasing of the Town's landfill for the installation of a solar photovoltaic facility, which will be financed, owned, installed and operated by a third party, SunEdison Origination1 LLC ("Sun Edison"), the counterparty to the agreement. The agreement is made up of two primary documents: (i) the Net Metering Credit Purchase and Sale Agreement and (ii) the General Terms and Conditions (items 1 and 2, above). It is my understanding that the Town entered into an Interconnection Services Agreement (ISA) with Eversource Electric for the solar facility, with the intention either to develop the facility itself, or subsequently to assign the ISA to a third party who would undertake such development. (The ISA is required to connect the solar facility to the utility's electric distribution system, and to commence operations of the facility.) The ISA will now be assigned to Sun Edison via the Assignment and Assumption Agreement and letter to Eversource Electric (items 3 and 4, above). Subject to your approval, each such document—the Net Metering Credit Purchase and Sale Agreement, the General Terms and Conditions, the Assignment and Assumption Agreement, and the Letter to Eversource Electric—are to be signed by the Town and Sun Edison, as indicated on the documents.

The agreement was procured by the Town pursuant to G.L. c. 164, § 137, which, generally, provides an exemption from procurement laws (otherwise applicable) for the leasing of public property in connection with a contract that is procured in accordance with that statute by, or on behalf of, a "public instrumentality" of the Commonwealth of Massachusetts. Also enclosed (item 5, above) is a September 15, 2015, letter from Power Options to the Town Administrator, in which Power Options sets forth its qualifications under G.L. c. 164, § 137, and explains the process by

Town of Truro
Members of the Board of Selectmen
December 10, 2015
Page 2

which it had selected Sun Edison. It is my understanding that the Town is now a member of Power Options.

Under the agreement, the Town will receive lease and tax payments from Sun Edison totaling \$25,000 per year for each megawatt (MW) (direct current, or DC) of the solar facility's nameplate capacity, so called. (Under G.L. c. 59, § 2B, once leased to Sun Edison, the premises becomes taxable to Sun Edison.) It is anticipated that such capacity will be 1.145 MW (DC). Thus, if the facility is installed at that capacity, the total lease and tax payments to be paid by Sun Edison to the Town will be \$28,625.

In addition to leasing space on the landfill, the Town will purchase net metering credits generated by the solar facility. The Town will pay 9.5 cents per credit (measured in kilowatt-hours) throughout the term of the agreement. However, if through no fault of Sun Edison the solar facility is not operational before December 31, 2016 due to a delay caused by (i) the local utility or (ii) an inability to complete any required remedial work at the landfill by October 15, 2016, the price paid by the Town will increase. The reason for this is that, based on current law, the Investment Tax Credit, a substantial tax benefit upon which Sun Edison relies, will be reduced significantly after December 31, 2016. If this occurs, the price to be paid by the Town will increase to a maximum of 11.5 cents per credit. (It is my understanding that the value of a net metering credit anticipated to be generated by the solar facility is, currently, greater than 11.5 cents, but as noted below, such value will fluctuate over time.)

As you know, the Town may use the net metering credits it purchases from Sun Edison to "pay" a portion of its utility (electricity) bills. Typically, the purchase price for net metering credits is, at the outset of an agreement, fixed below the anticipated monetary value of such credits. The anticipated positive difference between the purchase price and credit value is the savings to the buyer, who may use the full credit to pay its utility (electricity) charges. The value of a net metering credit is not fixed, however; it will fluctuate over time due to market conditions, changes in law, and/or changes in electric rates/charges. The risk associated with such fluctuation is borne by the Town, as is common in agreements where, as here, the price is "fixed" per credit. Even so, as long as the price paid by the Town per credit is less than the value of such credit, the Town should realize a savings.

It is expected that, in the near future, net metering will, without action by the legislature, no longer be available, as the electric utilities will reach the maximum net metering caps established by law. Once these caps are reached, the utilities are not obligated to provide net metering. It is also expected that the legislature will, at some point, raise the caps, and in doing so, may make changes to the net metering program that may make such program less generous for buyers of net metering credits, including municipalities. We have included language in the agreement requiring Sun Edison to carry the risk of such a change in law by allowing the Town to terminate the agreement in the

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event such a change occurs, but only until construction of the solar facility commences, after which the risk shifts to the Town. However, it is expected, though it cannot be known with any reasonable certainty, that the legislature will not seek to apply any unfavorable change in law retroactively to pre-existing agreements.

The agreement includes termination rights. Section 2.6 allows Sun Edison to terminate if, through no fault of its own, certain conditions have not been met, such as the condition that Sun Edison obtains financing for the solar facility on reasonable terms. Similarly, Section 2.2 allows the Town to terminate under certain circumstances, such as if Sun Edison fails to meet the specific milestones set forth in that section, subject to extensions for events beyond Sun Edison's control. In addition, the Town may terminate (under Section 2.7) if there is a change in law before commencement of construction that adversely affects the economics of the agreement for the Town, as noted in the preceding paragraph.

Moreover, either party may terminate the agreement for a material default by the other party (Article 11). The remedies available to the non-defaulting party in such an event are significant, and are set forth in Article 11 of each agreement. For defaults of Sun Edison, the Town may terminate the agreement and pursue all available legal remedies, or demand payment of a liquidated damages amount calculated per the Agreement, i.e., the lost savings to the Town during the remaining term of the agreement. For defaults by the Town, Sun Edison is required to continue to operate the solar facility and sell all net metering credits to third parties in an effort to mitigate its damages. Sun Edison may then recover (from the Town) the difference between what the Town would have paid Sun Edison for those credits, and what such third party purchasers will pay for those credits during the remaining term of the agreement. If Sun Edison is prohibited from continuing to operate the solar facility, however—and is thus required to remove the facility from the premises and suffer the loss of its investment—it may, instead, demand payment of the more substantial “early termination fee” set forth in the agreement.

The agreement includes a number of provisions addressing the manner and conditions of Sun Edison's use of the leased premises, including Articles 3, 4, 7, 16, 17, and Exhibit B. For example, Sun Edison takes the premises “as is” without any representations by the Town. In addition, Sun Edison is required to design, install and operate the solar facility with reasonable care, in accordance with applicable law, and in a safe manner; to obtain all permits necessary for the installation and operation of the solar facility, including permits required by the Massachusetts Department of Environmental Protection (DEP); be responsible for any obligations or conditions imposed on the Town by the DEP as a result of Sun Edison's use of the premises; to control and be responsible for vegetation and stormwater management within the leased premises; to indemnify the Town for third-party claims for damages and/or injuries; to maintain insurance during the term of the agreement; and to keep the premises in clean, good and safe order and condition. Although the agreement permits (in Section 9 of Exhibit B to the General Terms and Conditions) the temporary removal of

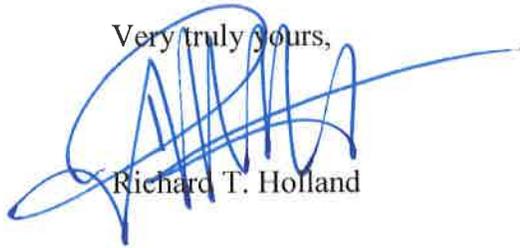
KOPELMAN AND PAIGE, P.C.

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portions of the solar facility in the event repairs of the landfill are later required (through no fault of Sun Edison), the right of removal in that section is limited, and requires payment of certain costs by the Town.

The above is a summary of some (but not all) of the noteworthy provisions of the agreement. We recommend, of course, that the agreement be carefully reviewed. Please do not hesitate to let us know if you have any questions regarding the agreement or the other documents enclosed with this letter.

Very truly yours,



Richard T. Holland

RTH/man

Enc.

cc: Town Administrator (w/o enc.)
537459/TRUR/0011

**GENERAL TERMS AND CONDITIONS OF
NET METERING CREDIT PURCHASE AND SALE AGREEMENT**

These General Terms and Conditions (“General Conditions”) are dated as of the Effective Date (see Schedule 1 of Net Metering Credit Purchase and Sale Agreement) and are witnessed and acknowledged by SunEdison Origination1, LLC (“SunEdison” or “Provider”) and Town of Truro, Massachusetts, a Massachusetts municipal corporation (“Purchaser”), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into Net Metering Credit Purchase and Sale Agreement that may be entered into between SunEdison and Purchaser or between their respective affiliates. Except to the extent SunEdison or Purchaser becomes a party to a Net Metering Credit Purchase and Sale Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon SunEdison or Purchaser.

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

“Agreement” means the signed Net Metering Credit Purchase and Sale Agreement, including the General Conditions and all exhibits and attachments thereto.

“Allocated Percentage” means the percentage of the Net Metered Production to be allocated to Purchaser, as set forth in Schedule 2 of the Net Metering Credit Purchase and Sale Agreement.

“Annual kWh Cap” means the maximum amount of kWhs of the Net Metered Production for which Purchaser shall be required to make payment in accordance with Section 5.1, as set forth in Schedule 2 of the Net Metering Credit Purchase and Sale Agreement.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, standard, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including Environmental Law, and including the interpretation and administration thereof by such Governmental Authority.

“Assignment” has the meaning set forth in Section 13.1.

“Bankruptcy Event” means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or to be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue un-stayed and in effect for a period of sixty (60) days.

“Billing Cycle” means the monthly billing cycle established by the Local Electric Utility.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in Boston, Massachusetts are required by Applicable Law to be closed for business.

“Class III Net Metering Facility” has the meaning set forth in 220 CMR 18.

“Commercial Operation” and “Commercial Operation Date” have the meaning set forth in Section 3.3(b).

“Construction Start Date” means the date on which Provider has (i) obtained all Governmental Approvals required for the installation and interconnection (to the Local Electric Utility) of the System at the Premises, (ii) commenced actual, substantial construction and earth-moving activities, and (iii) delivered all or substantially all the System’s solar photovoltaic panels to the Premises. For avoidance of doubt, the conduct of tests and inspections at the Premises shall not constitute commencement of substantial and actual construction and earth-moving activities.

“Delay Liquidated Damages” means the daily payment of \$0.250/day/kWdc if the Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date.

“Early Termination Date” means any date on which the Agreement terminates other than by reason of expiration of the then applicable Term.

“Early Termination Fee” means the fee payable by Purchaser to Provider under the circumstances described in Section 2.2 or Section 11.2.

“Effective Date” has the meaning set forth in the Net Metering Credit Purchase and Sale Agreement.

“Environmental Attributes” shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. They shall not mean the Net Metered Production.

“Environmental Law” means any and all federal, state, local, provincial and foreign, civil and criminal laws, statutes, ordinances, orders, common law, codes, rules, regulations, judgments, decrees, injunctions relating to the protection of health and the environment, worker health and safety, and/or governing the handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, or release of or exposure to Hazardous Materials.

“Estimated Annual Net Metered Production” has the meaning set forth in Section 5.2.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means, with respect to any tangible asset or service, the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under coercion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.4.

“Financing Party” means, as applicable (i) any Person (or its agent) from or to whom Provider (or an Affiliate of Provider) leases the System for the purpose and as a method of financing the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Provider (or an Affiliate of Provider) with respect to the System. It shall not mean or include Provider’s trade creditors.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“General Conditions” means these General Terms and Conditions of Net Metering Credit Purchase and Sale Agreement.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government and the Local Electric Utility. It shall include the Mass. Department of Environmental Protection, and the Town of Truro.

“Guaranteed Commercial Operation Date” has the meaning set forth in Schedule 1 of the Net Metering Credit Purchase and Sale Agreement.

“Guaranteed Construction Start Date” has the meaning set forth in the Schedule 1 of the Net Metering Credit Purchase and Sale Agreement.

“Hazardous Materials” means petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, mold, lead or lead-containing materials, polychlorinated biphenyls; and any other

chemicals, materials, substances or wastes in any amount or concentration which are regulated under or for which liability can be imposed under any Environmental Law.

“Host” or “Host Customer” means, for the Utility Meter, Purchaser, and shall have the meaning given this term in the Net Metering Rules.

“Initial Term” has the meaning set forth in Section 2.1 for the time period specified in the Net Metering Credit Purchase and Sale Agreement.

“Installation Work” means the design, engineering, construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises, including, as applicable and without limitation, and subject to and to the extent permitted by the terms of this Agreement, Provider’s efforts to evaluate, conduct or perform field inspections, preconstruction work, non-invasive soil and water testing, environmental audits, engineering and boundary surveys, topographical, structural and geo-technical tests, and such other tests and inspections of the Premises which Provider may deem necessary or advisable.

“Interconnection Obligations” has the meaning set forth in Section 7.1(g).

“Invoice Date” has the meaning set forth in Section 6.2.

“kWh Rate” means the price per kWh set forth in Schedule 2 of the Net Metering Credit Purchase and Sale Agreement.

“Liens” has the meaning set forth in Section 7.1(e).

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses arising therefrom, including such fees, costs and expenses incurred in defending or prosecuting in any forum any of the foregoing, or in asserting or enforcing in any forum any indemnity obligation).

“Net Metered Production” means the amount of energy delivered to the Local Electric Utility generated by the System, as measured by the Utility Meter, for which

Purchaser receives Net Metering Credits from the Local Electric Utility, as reflected on the invoices received by Purchaser from the Local Electric Utility for the accounts of Purchaser listed on the Schedule Z filed with the Local Electric Utility for the System.

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar photovoltaic system and delivered to the Local Electric Utility, as set forth in the Net Metering Rules.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a System, as set forth in the Net Metering Rules.

“Net Metering Credit Purchase and Sale Agreement” means the agreement by that name the form of which is attached to these General Conditions.

“Net Metering Facility of a Municipality or Other Governmental Entity” has the meaning set forth in 220 CMR 18.

“Net Metering Rules” means, collectively, and as amended from time to time, the Massachusetts net metering statute, M.G.L. c.164, s.138-140, the Massachusetts net metering regulations, 220 CMR 18.00, orders issued by the Massachusetts Department of Public Utilities, and the associated net metering tariff of the Local Electric Utility.

“Operating Year” means each consecutive twelve month period commencing on the Commercial Operation Date and each anniversary thereof.

“Option Price” has the meaning set forth in Section 2.3.

“Party” or “Parties” has the meaning set forth in the preamble to the Net Metering Credit Purchase and Sale Agreement.

“Payment” has the meaning set forth in Section 6.1.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Premises” means up to 14.5 acres of the premises owned by Purchaser and licensed to Provider in accordance with the provisions set forth and as described in Exhibit B.

“Provider” has the meaning set forth in the preamble of the General Conditions.

“Provider Default” has the meaning set forth in Section 11.1(a).

“Purchase Date” means the first August 1 following the date that is the sixth (6th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary of the Commercial Operation Date. If August 1 is not a Business Day, the Purchase Date shall be the first Business Day after August 1.

“Purchaser Default” has the meaning set forth in Section 11.2(a).

“Purchase Option” has the meaning set forth in Section 2.3.

“Purchaser Indemnified Parties” has the meaning set forth in Section 16.1.

“Removal Bond” means (i) a surety bond or an unconditional, irrevocable guaranty by Sun Edison LLC of the decommissioning and removal obligations of the System and restoration of the Premises to its original condition, in form and substance satisfactory to Purchaser up to the eighteenth anniversary of the Commercial Operation Date, and (ii) on such anniversary to the end of the Term a surety bond in the amount of \$.10/Wdc (or, if greater, 150 percent of a reasonable estimate to remove the System from the Premises without deduction for assumed salvage value, and to restore the Premises to their original condition) for the decommissioning and removal of the System and the restoration of the Premises to its original condition in accordance with Exhibit B. The surety bond shall be issued by a surety listed on the U.S. Department of Treasury Circular 570, be reasonably satisfactory to Purchaser, be licensed to do business in Massachusetts, and be rated as A.M. Best A+ XII or better.

“Renewal Term” has the meaning set forth in Section 2.1.

“Reserved Property” has the meaning set forth in Exhibit B.

“Security Interest” has the meaning set forth in Section 8.2.

“Solar Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Net Metering Credit Purchase and Sale Agreement and all other solar or

renewable energy subsidies and incentives. They shall not include the Net Metered Production.

“Solar Insolation” or “Insolation” means the amount of solar kWh per square meter falling on a particular location, as specified by Provider.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus one percent (1%) or (b) the maximum rate allowed by Applicable Law.

“System” or “Solar System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 of the Net Metering Credit Purchase and Sale Agreement.

“System Operations” means the Provider’s operation, maintenance and repair of the System performed in accordance the requirements herein.

“Term” has the meaning set forth in Section 2.1.

“Tracking Trigger” has the meaning set forth in Schedule 2 of the Net Metering Credit Purchase and Sale Agreement.

“Utility Meter” means the meter installed by the Local Electric Utility for the System, and which is to be used to quantify the Net Metered Production.

1.2 Interpretation. The captions or headings in the Agreement, including these General Conditions, are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include,” “includes,” and “including,” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof,” “herein,” and “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement (the “Term”) shall commence on the Effective Date and shall continue for the number of years from the Commercial Operations Date specified in Schedule 7 of the Net Metering Credit Purchase and Sale Agreement, for the Initial Term, unless and until terminated earlier pursuant to the provisions of the Agreement or Applicable Law. After the Initial Term, the Agreement may be renewed for two additional five (5) year term (a “Renewal Term”), as follows. At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term or first Renewal Term, as the case may be, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree in writing to continuation of the Agreement for the Renewal Term. Absent such written agreement by Purchaser to the Renewal Term, this Agreement shall expire on the Expiration Date. The Initial Term and any subsequent Renewal Term(s), if any, are referred to collectively as the “Term.” During any Renewal Term, either Party may, subject to Section 2.3, terminate the Agreement upon one hundred and eighty (180) days’ prior written notice to the other Party.

2.2 Early Termination. In addition to other rights of Purchaser to terminate this Agreement:

(a) Purchaser may terminate the Agreement after the Commercial Operations Date but prior to the Expiration Date without cause and for any reason (or no reason) upon sixty (60) days’ prior written notice. If Purchaser so terminates the Agreement prior to the Expiration Date of the Initial Term without cause, Purchaser shall pay, as liquidated damages, the Early Termination Fee set forth on Schedule 3 of the Net Metering Credit Purchase and Sale Agreement, and Provider shall, within 90 days following termination, cause the System to be disconnected and removed from the Premises, and shall restore the Premises to its original condition as set forth in Exhibit B. Upon Purchaser’s payment to Provider of the Early Termination Fee, the Agreement shall terminate automatically.

(b) Notwithstanding the foregoing, (i) Purchaser may terminate this Agreement with no liability if Provider fails to achieve the Construction Start Date by the date that is 180 days after the Guaranteed Construction Start Date; and (ii) if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, Provider shall pay to Purchaser (as its sole remedy for such failure of Provider to achieve such date, and subject to a liability cap of 180 days of such accrued damages) the Delay

Liquidated Damages. Provider shall make any Delay Liquidated Damages payments on the first day of each month. If Provider fails to achieve the Commercial Operation Date by the date that is 180 days after the Guaranteed Commercial Operation Date, Purchaser may nonetheless terminate this Agreement with no liability. Provider shall, within 90 days following any such termination, remove the System from the Premises and restore the Premises to their original condition as set forth in Exhibit B.

(c) Notwithstanding the foregoing, Purchaser may terminate the Agreement with no liability if Provider fails, as of the Construction Start Date, to obtain, from the Massachusetts System of Assurance of Net Metering Eligibility, a cap allocation for the Project under the Local Electric Utility’s public cap, as such cap exists under G.L. c. 164, § 139(f), as of the Effective Date, unless (x) the Massachusetts General Court increases such cap before such date without making or requiring other changes in law or regulations that result or will result in a change in the components, value, or method of calculating the value of Net Metering Credits in a manner adverse to Purchaser, and (y) Provider obtains a cap allocation within such public cap before the Guaranteed Commercial Operations Date and maintains said allocation without interruption through to the Commercial Operations Date. Provider shall provide written notice to Purchaser before the anticipated Construction Start Date and, if applicable as set forth in this provision, the Guaranteed Commercial Operations Date stating whether it has obtained a cap allocation under the public cap as set forth in this provision.

2.3 Purchase Option. On the Purchase Date, so long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System (the “Purchase Option”) for a purchase price (the “Option Price”) equal to the greater of (x) the Fair Market Value of the System as of the Purchase Date, and (y) the applicable “Baseline Purchase Price” as set forth in Schedule 3 of the Net Metering Credit Purchase and Sale Agreement. Two hundred seventy (270) days prior to the Purchase Date, Provider shall issue written notice to Purchaser of the upcoming Purchase Date. To exercise the Purchase Option, Purchaser shall, not less than one hundred and eighty (180) days prior to the Purchase Date, provide written notice to Provider of Purchaser’s intent to exercise the Purchase Option. Within thirty (30) days of receipt of Purchaser’s notice, Provider shall specify the Option Price and provide all calculations and assumptions supporting said Option Price to Purchaser. Purchaser shall then have a period of sixty (60) days after notification to confirm or retract, in writing, its decision to exercise the Purchase Option, or to dispute the

determination of the Fair Market Value of the System. In the event Purchaser confirms its exercise of the Purchase Option in writing to Provider (whether following receipt of Provider's calculation of the Option Price, or after any determination of the Fair Market Value determined pursuant to Section 2.4 in the event Purchaser disputes Provider's calculation of the Option Price), the Parties shall promptly execute all documents necessary to cause title to the System to pass to Purchaser on the Purchase Date, free and clear of any Liens; Provider shall furnish to Purchaser all records relating to the Project, including without limitation all operation and maintenance manuals, financial records, and all records and contracts relating to all purchasers of Net Metering Credits, Net Metered Production, and Environmental Attributes; and Purchaser shall, subject to appropriation by/at Truro Annual Town Meeting, pay the Option Price to Provider on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by Provider or Provider's Financing Party, as applicable, for payments under the Agreement. In connection with any purchase of the System by Purchaser in accordance with this Section 2.3, for a purchase occurring before the expiration of year 20, Purchaser shall, if so requested by Provider, and for a purchase occurring at the expiration of year 20, Purchaser may at its election accept assignment of any then-existing contracts for the sale of Net Metering Credits and Environmental Attributes associated with the System ("Third Party Contracts"), provided that Provider shall cure all defaults of Provider, if any, under such contracts before any such assignment. Provider and Purchaser shall cooperate in good faith (x) to allow Purchaser a reasonable opportunity to complete due diligence on the Third Party Contracts, and (x) to negotiate reasonable assignment agreements to complete such assignment(s) and obtain any consents required in connection therewith. Furthermore, Provider shall exercise commercially reasonable efforts to include in its Third Party Contracts provisions allowing for the assignment thereof to Purchaser upon any purchase of the System by Purchaser.

2.4 Determination of Fair Market Value. If Purchaser disputes the stated Fair Market Value under Section 2.3, then the Parties shall mutually select an independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall have expertise and experience in valuing photovoltaic systems, including resale markets for such systems and related environmental attributes, and shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. Such determination shall be the Option Price, absent fraud or manifest error. Purchaser shall either confirm or retract the exercise of the Purchase Option within thirty (30) days of receipt of such determination.

The costs of the appraisal(s) shall be borne by Purchaser if such Fair Market Value results in a value equal or up to 10 percent greater than the value provided by Provider pursuant to Section 2.3 and Purchaser retracts the exercise of the Purchase Option; the costs of the appraisal(s) shall be borne by Provider if such Fair Market Value results in a value less than the value provided by Provider pursuant to Section 2.3.

2.5 Not Used.

2.6 Provider Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur through no fault of Provider prior to the Construction Start Date, as reasonably demonstrated by Provider to Purchaser, Provider may (at its sole, reasonable discretion), upon payment of \$5,000 to Purchaser as liquidated damages, terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, including but not limited to Provider's obligation to remove all components of the System and restore the Premises to their original condition in accordance with Exhibit B.

(a) There exist site conditions (including environmental conditions) at the premises that were not and could not have reasonably been known as of the Effective Date and that will directly and materially increase the cost of Installation Work or materially and adversely affect the electricity production from the System as designed.

(b) There has been a material adverse change in the rights of Purchaser to lease the Premises to Provider for the construction and operation of the System on the Premises.

(c) [Reserved]

(d) Provider is unable to obtain financing for installation of the System on customary terms and conditions that are reasonably satisfactory to Provider.

2.7 Purchaser Conditions of the Agreement Prior to Installation. In addition to other rights of termination under this Agreement, in the event that any of the following events or circumstances occur prior to the Construction Start Date, Purchaser may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, and except that Provider shall be required to remove any and all components of the System

located at the Premises, and restore the Premises to their original condition in accordance with Exhibit B:

(a) There is a change in Applicable Law, including the regulatory environment, incentive program or federal or state tax code, that could reasonably be expected to adversely affect the economics of this Agreement for Purchaser, including changes in 220 CMR 18 concerning the components, value, or method of calculating the value of Net Metering Credits.

(b) There has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises.

(c) Purchaser has not received written assurance from Provider reasonably satisfactory to it that (x) interconnection services will be available with respect to electricity generated by the System and (y) the System will be eligible for Net Metering as a Net Metering Facility of a Municipality or Other Governmental Entity.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System to be designed, engineered, installed and constructed with reasonable care and diligence, in a workmanlike manner, in accordance with Schedule 1 of the Net Metering Credit Purchase and Sale Agreement, Applicable Law, prudent solar PV industry practices, applicable manufacturer warranties, and the provisions of this Agreement, and in a manner such that the System shall, as of the Commercial Operation Date, qualify for the Local Electric Utility's "rate G-1 (or if such rate is no longer available to any customer, its successor rate). At least 21 days before the Construction Start Date, Provider shall furnish to Purchaser all construction plans and specifications. Purchaser shall, in addition to any local regulatory reviews or approvals, have the right to review and approve all construction plans and designs, including engineering evaluations of the impact of the System, provided that such approval shall not be unreasonably withheld, conditioned or delayed, and shall be provided within 30 days of receipt of said plans and specifications, and provided further that any approval or lack thereof shall not relieve Provider of any of its obligations under this Agreement or act to waive any rights or remedies of Purchaser under the Agreement. Subject to Applicable Law, Provider shall perform the Installation Work at the Premises between the hours of 7:00 a.m. and 5:00 p.m. in a manner that causes no unreasonable inconvenience to or interference with the use of the Premises. This provision may be altered by an amendment signed by both Parties hereto.

3.2 Approvals; Permits. Purchaser shall reasonably cooperate with Provider in Provider's efforts in obtaining all necessary approvals and permits including but not limited to those related to the Local Electric Utility, any Governmental Authority, and any waivers, approvals or releases required pursuant to any applicable CCR. To the extent such cooperation requires Purchaser to incur legal and/or professional consulting fees, Provider shall be responsible to promptly reimburse Purchaser for all fees reasonably incurred by Purchaser.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards, practices and criteria reasonably accepted or followed by photovoltaic solar system integrators and installers in the United States. Provider shall inform Purchaser when the testing is scheduled to take place and will allow for Purchaser or Purchaser representative to observe testing.

(b) Commercial Operations of the System shall be deemed to have occurred only when (i) the results of such testing indicate that the System is capable of generating electricity at full or substantially full capacity, using such instruments and meters as have been installed for such purposes, and (ii) the System has been approved for interconnected operation by the Local Electric Utility and has been interconnected to the Local Electric Utility's distribution system, and (iii) the System has been qualified as a Net Metering Facility of a Municipality or Other Governmental Entity. Within fourteen (14) days of the first day of Commercial Operation of the System, Provider shall send a written notice and supporting documentation to Purchaser certifying the date on which Commercial Operation was achieved, and such date shall be the Commercial Operation Date.

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party, and shall be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense, with reasonable care and diligence, in a workmanlike manner, and in accordance with Applicable Law, prudent solar PV industry practices, and the provisions of this Agreement.

4.2 Metering. Provider shall install and maintain or cause to be installed and maintained the Utility Meter, which shall be used to measure and quantify the Net Metered Production and corresponding

Net Metering Credits. Provider may install other meters for its own purposes.

(a) Installation. Provider shall maintain and test the Utility Meter or cause said meter to be maintained and tested in accordance with but not limited to Applicable Law and the requirements of the Local Electric Utility. Provider shall ensure that the Utility Meter is installed and calibrated correctly to manufacturer and Local Electric Utility specifications during commissioning of the System.

(b) Measurements. Readings of the Utility Meter shall be conclusive as to the amount of Net Metered Production delivered to Local Electric Utility; *provided*, that if the Utility Meter is out of service, is discovered to be inaccurate pursuant to Section 4.2(c), or registers inaccurately, measurement of electricity shall be determined by the Local Electric Utility.

(c) Testing and Correction. The following shall be subject to the requirements, if any, of the Local Electric Utility:

i. Purchaser's Right to Conduct Tests. Subject to the requirements, if any, of the Local Electric Utility, each Party shall have the right to witness each test conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the Utility Meter. Provider shall provide at least twenty (20) days prior written notice to Purchaser of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Purchaser with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of the annual testing of the meter and the preparation of the meter test reports.

ii. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(A) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(B) Provider shall, within thirty (30) days after receiving such notice from Purchaser, or Purchaser shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(C) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(D) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter under Section 4.2(c)(ii)(A) shall bear the cost of inspection and testing of the meter.

(E) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be: (x) replaced or (y) adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of electricity delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4.2(b), and (c) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Purchaser if Purchaser was the disputing Party under 4.2(c)(ii)(A). If as a result of such adjustment the quantity of electricity for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of electricity for any period is increased (such quantity, the "Electricity Surplus Quantity"), Purchaser shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

(d) No Duty on Purchaser. Notwithstanding the foregoing, the Parties acknowledge and agree that the Purchaser is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the Utility Meter or any other part of the System is out of service, is inaccurate or registers inaccurate readings, is malfunctioning or is otherwise defective, and that, at all times, such responsibility or duty shall remain with the Provider.

5. DELIVERY OF NET METERED PRODUCTION.

5.1 Purchase Requirement. Purchaser agrees, subject to the other terms of this Agreement, to make payments equal to the Allocated Percentage multiplied by Net Metered Production generated by the System during each relevant month of the Term; provided however, during any year, the Purchaser shall not be required to make payments for more than the

Annual kWh Cap, as set forth in Schedule 3 of the Net Metering Credit Purchase and Sale Agreement.

Provider represents and warrants that the energy corresponding to the Net Metered Production shall be delivered to the Utility Meter free and clear of any claims, liens, security interests, or encumbrances of any kind. Notwithstanding anything to the contrary in the Agreement, risk of Loss of the Net Metered Production to be purchased by Purchaser hereunder shall pass to Purchaser only when the Net Metering Credits (of the Net Metered Production) are credited to Purchaser's Schedule Z accounts by the Local Electric Utility, and Risk of Loss for all Net Metering Production in excess of the Annual kWh Cap shall always remain with Provider. For the purposes of this paragraph of Section 5.1, "Risk of Loss" as to the Net Metered Production up to the Annual kWh Cap shall mean the risk that all or any portion of such Net Metered Production does not, for reasons not due to Purchaser's negligence or breach of this Agreement, result in a credit associated with such Net Metered Production appearing on the qualified accounts identified by Purchaser in its Schedule Z allocation schedule. In the event that such credit does not appear on such accounts, Provider shall be responsible for communicating with the Local Electric Utility to resolve the discrepancy, provided that Purchaser shall not be required to pay for any Net Metering Credits that have not been allocated to its Schedule Z accounts by the Local Electric Utility, and Provider shall promptly reimburse Purchaser for any amounts paid for Net Metering Credits that have not been so allocated. Provider shall promptly review each Schedule Z before it is filed with the Local Electric Utility, and shall notify Purchaser in writing, before the Schedule Z is filed, if it suspects that any of the accounts listed on the Schedule Z are not qualified or eligible to receive Net Metering Credits.

5.2 Estimated Annual Net Metered Production. The total annual estimate of Net Metered Production for any given year as determined pursuant to this Section shall be the "Estimated Annual Net Metered Production." The Estimated Annual Net Metered Production for each year of the Initial Term is set forth in Schedule 4 of the Net Metering Credit Purchase and Sale Agreement. For the purpose of clarification, the estimated amount of Net Metered Production to be allocated to Purchaser is the Allocated Percentage of the Estimated Annual Net Metered Production up to the Annual kWh Cap.

5.3 Environmental Attributes and Solar Incentives. Subject to Purchaser's right to exercise the Purchase Option, Purchaser's purchase of the Net Metered Production does not include Environmental

Attributes or Solar Incentives, each of which shall be owned by Provider or Provider's Financing Party during the Term. Purchaser disclaims any right to Solar Incentives or Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any reasonable document or agreement reasonably necessary to fulfill the intent of this Section 5.3, provided that Developer shall reimburse the reasonable attorneys' fees, if any, incurred by Purchaser in the review of any such document or agreement. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that the Environmental Attributes will be certified by Green-e® or a similar organization, Purchaser shall, through its Town Administrator or her designee, deliver a memorandum to all Town department heads instructing that they not publish, in the name of the Town of Truro, any press release stating that Purchaser is purchasing solar or renewable energy from the System. Notwithstanding the foregoing, any good faith failure of Purchaser to comply with the preceding sentence shall not constitute a default of this Agreement.

5.4 Title to System. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. If Purchaser is the fee owner of the Premises, Purchaser will reasonably cooperate with the filing by Provider of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises, provided that Developer shall reimburse the reasonable attorneys' fees, if any, incurred by Purchaser in the review of any such disclaimer.

5.5 Net Metering. The Parties will reasonably cooperate in good faith to meet all Net Metering requirements under Applicable Law and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Schedule Z). The Parties agree that (a) Provider shall transmit the Net Metered Production into the Local Electric Utility distribution system, and (b) Purchaser (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission and corresponding to the Allocated Percentage, subject to the terms of the Agreement.

6. PRICE AND PAYMENT.

6.1 Consideration. Subject to the other terms of this Agreement, Purchaser shall pay to Provider a monthly payment (the “Payment”) with respect to each monthly Billing Cycle of the Term equal to the product of (x) the Net Metered Production for the System for the relevant month multiplied by (y) the kWh Rate, multiplied by (z) the Allocated Percentage, provided, however, that during any year, the Purchaser shall not be required to make payments for more than the Annual kWh Cap.

6.2 Invoice. Purchaser shall provide Provider with a copy of each monthly bill from the Local Electric Utility in Purchaser’s capacity as Host Customer of the System within five (5) business days of receipt. Purchaser may fulfill such obligation by providing read-only access to Purchaser’s account with the Local Electric Utility. Following Provider’s receipt of such monthly bill, Provider shall invoice Purchaser (each, an “Invoice Date”), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment of the Net Metered Production corresponding to the Net Metering Credits reflected in such bills for the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement. Notwithstanding anything to the contrary in this Agreement, Provider, with the reasonable cooperation of Purchaser, shall be responsible for resolving with the Local Electric Utility any perceived discrepancies regarding the Net Metering Credits allocated to Purchaser by the Local Electric Utility for the Net Metered Production.

6.3 Time of Payment. Subject to the terms of this Agreement, Purchaser shall pay all undisputed amounts due hereunder within the time specified in the Net Metering Credit Purchase and Sale Agreement.

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer or check in immediately available funds to the account designated by Provider from time to time. All undisputed payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be made free and clear of any tax, levy, assessment, duties or other charges and, except in the event of a Provider Default, not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall

not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid; and if an amount paid by Purchaser and later disputed by Purchaser is subsequently deemed to not have been due, interest shall accrue at the Stated Rate on the amount to be refunded or credited to Purchaser from the date the amount was paid to the date such refund or credit was provided.

6.6. Tracking Trigger.

(a) If, for any invoice period, the Net Metering Credit value (on a per kWh basis, as may, if applicable, be determined pursuant to Section 6.7) drops below the Tracking Trigger, then, with respect to the period to which such invoice relates, Purchaser shall accrue a billing credit equal to the Net Metered Production for the relevant month, multiplied by the positive difference between the Tracking Trigger and the Net Metering Credit value (such credit, the “Purchaser Credit”). Within sixty (60) days after the end of each calendar year (and from time to time as Purchaser may reasonably request), Provider shall calculate the net aggregate Purchaser Credit or Provider Credit (as the case may be) by subtracting one credit from the other, and shall provide this calculation in writing to Purchaser. If, at the end of each calendar year, the resulting positive net aggregate credit is a Purchaser Credit (the “Net Purchaser Credit”), such Net Purchaser Credit shall roll forward, cumulate, and escalate at a rate of 2 percent each calendar year throughout the Term.

(b) If, at the end of the Term (and after application of any offset in the manner described in clause (c) below), there shall be a remaining Net Purchaser Credit, the Term of the Agreement shall, subject to Applicable Law, be extended for successive periods of one month, until such time as there is no longer a Net Purchaser Credit. During any such extension of the Term, (i) the kWh Rate shall be 100% of the value of the Net Metering Credit (on a per kWh basis), and (ii) the Purchaser Credit shall be applied to satisfy 80% of the invoice amount, with the remaining to be paid by Purchaser. In no event shall the Term be extended for more than an additional 24 months pursuant this clause.

(c) If, for any invoice period, the Net Metering Credit value (on a per kWh basis) is greater than the Tracking Trigger, then, with respect to the period to

which such invoice relates, Provider shall accrue a credit equal to the Net Metered Production for the relevant month, multiplied by the positive difference between the Net Metering Credit value and the Tracking Trigger (such credit, the “Provider Credit”). Any Provider Credit may be applied by Provider only to reduce any Net Purchaser Credit that may have accrued. Any unutilized Provider Credit shall be rolled forward and be available to reduce any future Purchaser Credit during the Term. The cumulative Net Provider Credit shall escalate at a rate of 2 percent each calendar year.

6.7 Wholesale Sale Option. In the event that the Net Purchaser Credit increases for six successive months, then, at the written request by Purchaser, Provider shall promptly take all steps reasonably necessary to sell electricity generated by the System into the wholesale power market. Purchaser shall cooperate as reasonably necessary to accomplish Provider’s sale of electricity into the wholesale market. No later than ninety (90) days after such written request, Provider shall (if deemed feasible by the Parties and permitted by Applicable Law) commence the sale of such electricity into the wholesale market, and Provider shall pass along the proceeds of such sale to Purchaser, net of any incremental costs reasonably incurred by Provider in order to sell the electricity into the wholesale power market. During such period where Provider is selling power into the wholesale market pursuant to this Section 6.7, the proceeds received by Purchaser, divided by the number of kWh sold during the relevant period shall be considered the Net Metering Credit value for the purposes of Section 6.6 of this Agreement. Notwithstanding the foregoing in this Section 6.7, Provider shall not be required to sell electricity generated by the System into the wholesale market during periods where the clearing price for the wholesale sales would be less than the value of the Net Metering Credits that would be generated absent such sales into the wholesale market. For the avoidance of doubt, nothing in Section 6.6 or Section 6.7 shall modify Purchaser’s obligations pursuant to Section 6.1.

6.8 Billing Adjustments Following Local Electric Utility Billing Adjustments. If, as a result of any Local Electric Utility billing adjustment, the quantity of Net Metered Production is decreased (the “Electricity Deficiency Quantity”) and the Local Electric Utility reduces the amount of Net Metering Credits allocated to Purchaser for such period, Provider shall promptly reimburse Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Net Metered Production allocated to Purchaser is increased (the “Electricity Surplus Quantity”) and the Local Electric

Utility increases the amount of Net Metering Credits for such period, Purchaser shall, up to the Annual kWh Cap, pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period.

7. GENERAL COVENANTS.

7.1 Provider’s Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall (x) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, and (y) immediately notify Purchaser if it becomes aware of any event or circumstance that poses an imminent or significant risk to human health, the environment, the System or the Premises.

(b) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating safely and at a commercially reasonable continuous rate.

(c) Governmental Approvals. While providing the Installation Work and System Operations, and while performing its obligations under this Agreement, Provider shall obtain and maintain and secure, and pay for the costs for, all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.

(d) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to the Installation Work and System Operations, and shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of photovoltaic solar system integrators in the United States.

(e) Liens. Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics’, labor or materialman’s lien), charge, security interest, encumbrance or claim of any nature (“Liens”) on or with respect to the Premises or any interest therein, or with respect to the Reserved Property or any interest therein. If Provider breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend and

indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(f) Performance Guarantee. If as of any anniversary of the Commercial Operation Date, the actual output of such System (the "Actual System Output") does not equal or exceed ninety percent (90%) of the Estimated Annual Production for such period, in its next invoice Provider shall credit Purchaser an amount equal to the product of (i) the positive difference, if any, of the average applicable tariff rate per kWh that Purchaser would have been paid for Net Metered Production by its Local Electric Utility during such period minus the applicable kWh Rate specified in Schedule 2 of the Net Metering Credit Purchase and Sale Agreement, multiplied by (ii) the difference between the Actual System Output and ninety percent (90%) of the Estimated Annual Production for such period multiplied by the Allocated Percentage; provided, however, such liquidated damages, shall not exceed on an annual basis the product of 200% of the then-applicable kWh Rate multiplied by twenty percent (20%) of the Estimated Annual Production multiplied by the Allocated Percentage.

(g) Interconnection Fees. Provider shall be responsible for all costs, fees, charges and obligations required to connect the System to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades, and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Purchaser be responsible for any Interconnection Obligations.

(h) Provider shall at all times comply with the terms of any and all agreements between Provider and the Local Electric Utility for the System (including but not limited to any interconnection services agreement); shall provide the Local Electric Utility such access to the Utility Meter, System and/or information relating thereto as Purchaser, in its agreement (as Host Customer) with the Local Electric Utility for the System, is bound to provide; shall obtain and maintain, for the System and the Premises, the insurance (if any) required by the Local Electric Utility and, if different, the insurance set forth in Exhibit C. Provider shall also name or cause Purchaser to be named as an additional insured on Provider's general liability insurance and any umbrella insurance policy covering the System and the Premises. Provider shall provide Purchaser with the endorsement page or other satisfactory evidence reflecting that Purchaser has been so named.

(i) Provider shall comply with the provisions of Exhibit B, which is attached hereto and incorporated herein.

(j) Onsite Load. Provider shall not have any onsite electricity usage at the Premises that will cause the System to fail to qualify for the Local Electric Utility's G-1 rate.

(k) Allocation Schedule. Provider shall, with the reasonable cooperation of Purchaser, prepare the "Schedule Z" and any amendments thereto, pursuant to which the Net Metered Production shall be allocated to Purchaser's accounts with the Local Electric Utility in such percentages as Purchaser shall request. Purchaser shall have no liability to Provider (and Provider shall indemnify Purchaser from all claims of the Local Electric Utility and any third party for any Losses that may arise) out of any Schedule Z, except that Provider shall not be responsible for any errors included in Purchaser's account information furnished to Provider by Purchaser and included in the Schedule Z, provided that Provider shall promptly notify Purchaser if it becomes aware of any such errors. Purchaser shall not be required to enter into any contracts with any purchaser of any portion of the Net Metered Production in excess of the Annual kWh Cap, and Provider shall be solely responsible (i) for the sale and allocation of such excess, and (ii) for ensuring that each purchaser of such excess has been prequalified as a Net Metering Facility of a Municipality or Other Governmental Entity under 220 CMR 18, and that all information inserted by Provider on the Schedule Z with respect to each such purchaser and allocation is true, complete, and accurate.

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

(a) Liens. Purchaser shall not directly create any Liens on or with respect to the System or any interest therein. This provision does not apply to judgment liens issued by a court of competent jurisdiction.

(b) Consents and Approvals. To the extent that only Purchaser is authorized to request or obtain any necessary approvals, permits, rebates or other financial incentives, Purchaser shall reasonably cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives, provided that, if it is necessary that Purchaser incur legal or consulting fees for such cooperation, Provider shall promptly pay the reasonable legal and consulting fees so incurred.

(c) Temporary Storage Space During Installation or Removal. Purchaser shall designate space,

if available, at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work. Provider shall promptly restore to their original condition the portions of the Premises used for such storage and staging.

(d) Sunlight. Subject to Applicable Law, Purchaser will not install other buildings, structures or flora on the Premises or Reserved Property that will materially over-shadow or block access of sunlight to the System.

(e) Onsite Load. Purchaser does not anticipate having any onsite electricity usage that would pass from the Local Electric Utility through the Utility Meter and shall ensure that, if it does, such onsite electricity usage shall not exceed 15 kWh per Billing Cycle or that would otherwise result in a reduction of the Net Metered Production beyond any reduction that would result from a usage of 15 kWh (or less) per Billing Cycle. For avoidance of doubt, this provision applies only to the Utility Meter, and does not apply to Purchaser's electricity usage at the Premises at any other utility meter, and as concerns Purchaser, also does not include the System or any other onsite electricity usage placed at or behind the Utility Meter by or on behalf of Provider in connection with this Agreement or otherwise.

(f) Host Customer. Purchaser shall execute documents required by the Local Electric Utility to designate Purchaser as the customer of record for the Local Electric Utility meter in connection with the System and otherwise establish Purchaser as the Host Customer of each Local Electric Utility meter related to the System for purposes of the Net Metering Rules. Provider shall assist Purchaser in this process, or, alternatively, establish such account in Provider's name and transfer it to Purchaser.

(g) License. Purchaser hereby grants to Provider the license to occupy the Premises on and subject to the terms and conditions set forth in Exhibit B.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other, as of the Effective Date, that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by Applicable Laws; and

(e) there is no litigation, action, proceeding or investigation (of which the Party has received notice) pending before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to materially and adversely affect its ability to carry out the transactions contemplated herein.

8.2 Security Interest

(a) Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Provider Obligations. Provider shall be responsible for all fees and charges of any Governmental Authority arising out of the System, its use of the Premises, and the Net Metered Production, including, without limitation, income, gross receipts, ad valorem, personal property or real property or other similar taxes, and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its material obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party, and such Party is

unable to overcome such act or event with the exercise of best efforts and due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority. A Force Majeure Event shall not be based on the economic hardship of either Party, or reasonably foreseeable fluctuations in Solar Insolation, which fluctuations have already been considered in establishing the Estimated Annual Net Metered Production. Notwithstanding the foregoing, natural phenomena shall not be considered a Force Majeure Event unless such event also causes material physical damage to the System.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay undisputed amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to overcome, and minimize delay caused by, such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event, and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Purchaser and Provider shall not be excused from making any payments and paying any undisputed amounts to the other due prior to and unaffected by the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon thirty (30) days' prior written notice to Provider. If at the end of such 30-day period such Force Majeure

Event shall still continue in whole or in part, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than Provider's obligation to remove said system and restore the Premises to their original condition in accordance with Exhibit B, and any such liabilities that have accrued prior to such termination); and the provisions of Section 2.2 (Early Termination) shall be inapplicable.

11. DEFAULT.

11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

(i) A Bankruptcy Event shall have occurred with respect to Provider;

(ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and

(iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) if such breach cannot be cured within thirty (30) days, Provider fails to promptly commence and pursue with diligence a cure within such thirty (30) day period, provided that such breach is cured within an additional sixty (60) days and no later.

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, Purchaser may terminate the Agreement, and, at its election, either pursue such rights and remedies as are available under law and in equity, or require that Provider pay, and Provider shall, upon such termination, pay to Purchaser the reasonable net present value of an amount calculated as follows: Multiply the difference between the average monetary value of a Net Metering Credit over 180 days preceding termination of the Agreement and the kWh Rate by the Allocated Percentage for the remaining years in the term of the Agreement had the Agreement not been terminated.

(c) No Early Termination Fee. Section 2.2 of the Agreement shall not apply to any termination of the Agreement by Purchaser pursuant to this Section 11.1.

11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

(i) A Bankruptcy Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's written notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed, provided that the total cure period shall not exceed sixty (60) days; and

(iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of written notice from Provider of such past due amount together with a copy of the invoice to which such amount relates.

(b) Provider's Remedies. If a Purchaser Default described in Section 11.2(a) has occurred and is continuing, subject to Applicable Law, Provider shall be entitled to continue to operate and maintain the System on the Premises in accordance with and subject to the provisions set forth in this Agreement, including Exhibit B, and Provider shall be entitled to recovery of any damages caused directly by the Purchaser Default, less the damages mitigated by Provider under this section and otherwise. Provider shall exercise all reasonable efforts to mitigate damages, including, where the Purchaser Default involves the non-payment of undisputed amounts by Purchaser, selling the Allocated Percentage not paid for by Purchaser to one or more third parties. Purchaser shall execute such reasonable documents as may be reasonably requested by Provider to memorialize such right. Further, if requested by Provider, Purchaser shall reasonably cooperate with Provider to establish a new metered account with the Local Electric Utility at Premises, or (as applicable) to transfer Purchaser's existing account to Provider or its designee. In the event, and only in the event, that Provider is not permitted by Applicable Law or the provisions of this Agreement to continue to operate and maintain the System on the Premises, Provider may, as its sole and exclusive remedy for a Purchaser Default, terminate this Agreement and demand payment of the Early Termination Fee, provided that no such fee shall be payable before the Commercial Operation Date, and provided further that Provider shall not exercise such remedy unless the Purchaser Default

has resulted in a direct, demonstrable, and substantial economic damage to Provider.

12. LIMITATIONS OF LIABILITY.

12.1 Neither Party shall be liable to the other Party or its Indemnified Persons for any punitive damages arising out of, or in connection with the Agreement. For avoidance of doubt, any fines or penalties or similar charges assessed or imposed by any Governmental Authority shall not be deemed a punitive damage limited by this section. Nor shall this limitation apply to any claims of a Party for indemnification of third-party claims, but only to the extent of the damages sought by such third-party.

13. ASSIGNMENT.

13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Purchaser, Provider may (i) assign this Agreement to an Affiliate of Provider or to any other Person provided that an Affiliate of SunEdison, Inc. retains responsibility for the day-to-day operation of the System, and provided further that, by making any such assignment, Provider shall be deemed to have represented and warranted that the assignee has the qualifications and financial ability to fulfill all obligations of Provider under this Agreement; (ii) assign this Agreement to a Financing Party as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction). In the event that Provider identifies such secured Financing Party in Schedule 5 of the Net Metering Credit Purchase and Sale Agreement, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit A of these General Conditions. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any assignment by Provider without any required prior written consent of Purchaser shall not release Provider of its obligations hereunder.

13.2. Acknowledgment of Collateral Assignment. In the event that Provider identifies a Financing Party in Schedule 5 of the Net Metering Credit Purchase and Sale Agreement, or in a subsequent written notice to Purchaser, then Purchaser hereby:

(a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) acknowledges that the Financing Party as a collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in this Agreement subject to the terms of this Agreement.

(c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property.

Any Financing Party shall be an intended third-party beneficiary of this Section 13.2.

13.3 Assignment by Purchaser. Purchaser shall not assign the Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder. For avoidance of doubt, Purchaser's sale or transfer of Net Metering Credits generated by the System is not an assignment prohibited hereunder, provided that any such sale or transfer shall not relieve Purchaser of its obligations under this Agreement.

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 6 of the Net Metering Credit Purchase and Sale Agreement, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address

provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

15. PUBLIC ANNOUNCEMENTS.

15.1 The Parties will coordinate any public announcements to be made regarding this Agreement.

16. INDEMNITY.

16.1 Provider's Indemnity. Subject to Article 12, to the fullest extent permitted by Applicable Law, Provider agrees that it shall defend, indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders, agents, and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from third party claims that arise out of the actions or omissions of Provider, employees, agents, subcontractors and any person or entity for whom Provider is responsible, including the following: (a) any third party claim (including a claim of the Local Electric Utility or Governmental Authority) for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct or (b) any third party infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work or System Operations, the Solar Services and Net Metered Production, and the financing, ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due sole and directly to the gross negligence or willful misconduct of any Purchaser Indemnified Party.

Without limiting the foregoing, Provider shall defend, indemnify Purchaser from and against any and all Losses imposed upon or asserted against Purchaser, as Host Customer, by the Local Electric Utility pursuant to any agreement between Purchaser, as Host Customer with respect to the System, and the Local Electric Utility; and any Losses asserted against Purchaser by any third party (if any) purchasing electricity, Net Metering Credits and any other attributes generated by the System, in each case to the extent not caused by the negligence or willful misconduct of any Purchaser Indemnified Party.

Without limiting the foregoing, Provider shall defend, indemnify, and save harmless Purchaser from and against any and all Losses arising out of or relating in any

way to third-party claims related to the System, the Premises, the Installation Work, System Operations, the Net Metered Production, and all other activities of Provider, its employees, agents, representatives, licensees, and invitees at the Premises. Provider shall not be required to so indemnify Purchaser for Losses to the extent caused solely and directly by the negligence or willful misconduct of any Purchaser Indemnified Party. For the avoidance of doubt, Provider shall have no such indemnity obligations with respect to any Losses arising from or related to Hazardous Materials existing at the Premises before the Effective Date except as provided below and in Exhibit B.

The above indemnification provisions are in addition to and not a limitation of any other rights and remedies available to Purchaser.

17. [NOT USED]

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, including the Exhibits and Schedules attached thereto, constitutes the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof, and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Net Metering Credit Purchase and Sale Agreement, the provisions of the Net Metering Credit Purchase and Sale Agreement shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

18.3 Industry Standards. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein and except as to any payment of the Early Termination Fee, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Not Used.

18.6 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.7 Survival. The obligations under Sections 2.2 (Early Termination), Section 7.1 (Provider Covenants), Section 7.2 (Purchaser Covenants), Article 9 (Taxes and Governmental Fees), Article 14 (Notices), Article 16 (Indemnity), Article 18 (Miscellaneous), Provider's obligations to remove the System and restore the Premises to their original condition as set forth in Exhibit B, and any and all other indemnification obligations in this Agreement, and all such other obligations that by their nature are intended to survive, shall survive, the expiration or termination of this Agreement for any reason.

18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without reference to any choice of law principles. The Parties agree that the state courts of Massachusetts shall have jurisdiction over any action or proceeding arising under the Agreement. The Parties waive any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8. Provider agrees to accept service of civil process by certified mail at the address provided herein for the delivery of notices.

18.9 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, as determined by the Parties, each acting in good faith, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.10 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.11 Subcontracting; Prevailing Wages: In performance of the Installation Work, Provider shall pay Massachusetts prevailing wages to the extent required by Applicable Law. In addition, in the execution of the Agreement, Provider may subcontract part of the work to others. Provider shall require electrical subcontractors to be certified by the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) and have specialized training in Solar Photovoltaic design and installation. Provider shall be fully responsible to the Purchaser for the acts and omissions of its subcontractors, and of any and all persons directly or indirectly employed by the Provider and Provider's subcontractors, and any and all agents of Provider and such subcontractors as and to the same extent that Provider is responsible for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement shall create any contractual relation between any subcontractor or agent of Provider and Purchaser.

18.12 Procurement. Provider and Purchaser acknowledge their mutual understanding and assumption that this Agreement was properly procured by Power Options Inc. in accordance with the G.L. c. 164, § 137, and that the Agreement is, therefore, exempt from the provisions of any other Massachusetts procurement law otherwise applicable to such agreements (including without limitation G.L. c. 30, c. 30B, and/or c. 25A). Notwithstanding the foregoing or anything to the contrary in this Agreement, including without limitation Article 8, neither Party makes any representations or warranties of any kind with respect to compliance by Power Options with G.L. c. 164, § 137.

18.13 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.14 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

18.15 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

18.16 Liquidated Damages Not Penalty. Purchaser and Provider acknowledge that the Early Termination Fee, the Delay Liquidated Damages, and the liquidated damages set forth in Section 2.6 constitute liquidated damages, and not penalties. Purchaser and Provider further acknowledge that Provider's and

Purchaser's, as the case may be, actual damages may be impractical and difficult to accurately ascertain, and that such liquidated damages constitute fair and reasonable damages to be borne by Purchaser/Provider in lieu of Provider's/Purchaser's actual damages.

18.17 Additional Terms Regarding Purchaser's Obligations. Notwithstanding anything to the contrary in this Agreement:

(a) Purchaser shall not be required to execute agreements, documents or instruments subsequent to the execution of the Agreement that will materially or unreasonably increase Purchaser's risk or obligations under the Agreement, or result in the waiver of any of Purchaser's rights or remedies under the Agreement or at law or in equity, or require Purchaser to give an opinion or make a statement of fact of which Purchaser does not have actual knowledge.

(b) Any requirement that Purchaser cooperate with or assist Provider or take any action shall not require Purchaser to improperly interfere with or improperly influence the independent legislative, regulatory, licensing, taxing, permitting or judicial functions of any official, department, board, committee, body or commission of Purchaser.

(c) The provisions of this Agreement shall be subject to Applicable Law.

(d) Purchaser does not waive any of the rights, remedies, defenses and immunities afforded Purchaser as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Purchaser hereby reserves.

(e) Nothing in this Agreement shall interfere with the [Truro Assessor] in the evaluation, calculation, assessment and collection of taxes in accordance with Applicable Laws and regulations.

19.14 Provider hereby certifies under penalties of perjury that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support; and that its bid or proposal, submitted to Power Options Inc., was submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by SunEdison and Purchaser below. For the avoidance of doubt, neither SunEdison nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

PROVIDER: SUNEDISON ORIGINATION1, LLC

By: _____

Name: _____

Title: _____

Date: _____

“PURCHASER”: TOWN OF TRURO

By: _____

Name: Paul Wisotzky _____

Title: Chair, Board of Selectmen _____

Date: December 15, 2015 _____

EXHIBIT A**Certain Agreements for the Benefit of the Financing Parties**

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

(a) **Consent to Collateral Assignment.** Purchaser consents to the collateral assignment by Provider to a Financing Party that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.

(b) **Notices of Default.** Purchaser will deliver to the Financing Party whose name and address have been provided to Purchaser in writing by Provider, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of the Provider default. No such notice will be effective absent delivery to the Financing Party, unless the Financing Party has otherwise received actual notice of such notice of default and has not been materially prejudiced by the absence of delivery of notice from Purchaser. Notwithstanding the foregoing, Purchaser shall not be required to deliver more than one notice to more than one address regardless of the number of Financing Parties for whom Purchaser has received notice.

(c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement, and only in the event of Provider's default the Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System, subject to the terms of this Agreement.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so, provided it does so in accordance with the terms of this Agreement.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement, provided that Financing Party complies with all material obligations under the Agreement during such exercise.

(d) **Right to Cure.**

i. Purchaser will not exercise any right to terminate or suspend this Agreement on account of a Provider Default unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate this Agreement in accordance with and subject to paragraph (b), above, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the cure periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party promptly commences and continuously and diligently pursues cure of such default within such period and notifies Purchaser in writing of its doing so, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional thirty (30) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-paragraph (d)(i), above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and Applicable Law, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS

For the sake of clarification, as used in this Exhibit B, the term “Agreement” is as defined in the General Terms and Conditions of the Net Metering Credit Purchase and Sale Agreement, to which this Exhibit is attached and made a part thereof.

1. **Premises and Related Rights.**

a) Provider shall deliver the Removal Bond to Purchaser on or before the Construction Start Date.

Subject to receipt of the first Rent payment and the Removal Bond, and to the terms of the Agreement, Purchaser hereby grants to Provider a license to occupy and use the Premises to develop, design, engineer, construct, access, monitor, install, own, operate and maintain the System for the generation and distribution of electrical power (the “Permitted Use”), and for no other purpose. Purchaser hereby also grants to Provider and the applicable utility company for a period co-terminus with the Agreement, a non-exclusive license, which shall terminate upon the expiration or earlier termination of the Agreement, for access, ingress, egress, and utilities to the Premises to the extent necessary to install, interconnect, operate or gain access to the System or the Premises at locations to be agreed upon by the Parties (the “Easements”). In the event that Provider or the utility company desires to make such Easements a public record, Purchaser shall execute a commercially reasonable recordable document prepared by Provider at Provider’s cost (including payment of reasonable attorneys’ fees incurred by Purchaser in connection with the review and/or negotiations of any such document) to memorialize the Easement, which Provider may record in the registry where real estate records are customarily filed in the jurisdiction of the Premises. The Parties agree that, notwithstanding the foregoing and anything to the contrary in this Agreement (including without limitation Schedule 1 to the Net Metering Credit Purchase and Sale Agreement), the exact location of the Premises and Easements shall be as mutually agreed to by the Parties and subject to Applicable Law, and shown on a formal plan, stamped by a registered engineer, to be produced by Provider at its sole cost upon receipt of all Governmental Approvals necessary for construction of the System, but in all events before the Construction Start Date. Such plan shall be consistent with the plan included in Schedule 1 of the Net Metering Credit Purchase and Sale Agreement. If so requested by either Party, the Parties agree to amend this Agreement to incorporate said plan into the Agreement as Attachment 1 to this Exhibit B.

b) Subject to Applicable Law, Governmental Approvals and the terms of the Agreement, Provider shall have the right, at Provider’s expense, to install utilities at locations reasonably approved by Purchaser and to improve the present utilities on the Premises if such installation or improvement is necessary for the Permitted Use.

c) Provider acknowledges that the Premises consist of, all or in part, a former landfill, and that Provider must obtain, on behalf of Purchaser, at Provider’s sole cost and expense, a Post-Closure Use Permit (the “DEP Permit”) from the Massachusetts Department of Environmental Protection (“DEP”), among any and all other required Governmental Approvals required to allow Provider to use the Premises for the Permitted Use. Provider agrees that the DEP Permit may impose certain conditions and requirements on Purchaser which are related to the Provider’s use of the Premises and/or the installation, construction and/or operation of the System, and which would not have been imposed on Purchaser were it not for this Agreement, and that Provider shall be solely responsible for those conditions and requirements, as well as for the monthly (or as necessary) mowing of the grass/vegetation at the landfill (i.e., within the entire Premises and four feet beyond the fence-line) to a height of no more than 6 inches, and for the control of all other vegetation and stormwater management within the Premises in order to comply and in accordance with any DEP requirements, including without limitation the DEP Permit (hereinafter collectively referred to as “Provider’s Landfill Obligations”). Provider agrees that, notwithstanding anything to the contrary in this Agreement, it (i) shall not conduct any activities on the Premises that will, or are reasonably likely to, penetrate the landfill capping material, or otherwise threaten the integrity of the landfill cap, including, without limitation, to the extent due to, excavating or materially disturbing soils at the Premises, or cause the landfill or any portion thereof to be out of compliance with any Governmental Approval or Applicable Law, including without limitation the DEP Permit; (ii) shall not violate Applicable Law, including but not limited to the DEP Permit and any laws, regulations, codes, and agreements with respect to the landfill, (iii) shall comply with Provider’s Landfill Obligations, at Provider’s sole cost and expense, and (d) shall not interfere with or disrupt (i) Purchaser’s activities on the portions of the property beyond the boundaries of the Premises (such property, the “Reserved Property”), or (ii) access to Purchaser’s recycling/transfer station, if any, located on or about the Premises, or (iii) with

Purchaser's landfill monitoring and maintenance, and the performance of any and all duties required of Purchaser under Applicable Law at or about the Premises and Reserved Property, including but not limited to any laws, regulations, codes, Governmental Approvals, and agreements with respect to the landfill. To the extent that the DEP Permit requires Purchaser to satisfy any of the Provider's Landfill Obligations, Provider shall pay Purchaser for the cost thereof in advance, failing which Purchaser may, notwithstanding anything to the contrary in this Agreement, pay for such costs using such payments as may otherwise be due Provider under this Agreement. Furthermore, Provider shall consult with Purchaser's Town Administrator or her designee and independent engineering consultant in the design and installation of the System, including notifying Purchaser of any and all meetings between Provider (or Provider's representatives or agents) with the DEP in connection with this Agreement so that Purchaser and its representatives, including its engineering consultant may, in their discretion, attend. Provider shall promptly reimburse Purchaser on a monthly basis for all reasonable costs and expenses of Purchaser's engineering consultant in connection with such consultant's services performed in connection with this Agreement, including, without limitation, the cost of such consultant to review design plans and specifications for the System and attendance at meetings with the DEP. The Parties understand and agree that any such review shall be solely for Purchaser's benefit, and such review or lack thereof shall not relieve Provider of its obligations under this Agreement, or result in any waiver of any of Purchaser's rights under this Agreement. In no event shall Provider be required to reimburse Purchaser for retained consulting services for an aggregate amount exceeding \$2,500.

2. **Rents.** Provider shall pay, in advance, annual rent payments to Purchaser for the use of Premises in the amount set forth in Schedule 2 of the Net Metering Credit Purchase and Sale Agreement. The first Rent payment shall be made within five (5) Business Days of the Commercial Operation Date, pro rated to cover the period commencing on the Commercial Operation Date through the end of such calendar year. Thereafter, the Rent shall be paid, in advance, no later than January 10 of each calendar year.

All payments becoming due under this Agreement and not paid when due shall bear interest at the Stated Rate from the applicable due date until received by Purchaser.

3. **Removal of System at Expiration; System Survey.** Upon the expiration or earlier termination of the Agreement, Provider shall, at its sole cost, remove the System and restore the Premises to their original condition and in accordance with all Applicable Law no later than 90 days following the expiration or earlier termination of this Agreement. In the event Provider fails to complete the removal of the System and restoration of the Premises by said date, Purchaser shall have the right (but not the obligation), at its option and in its sole discretion, to cause the removal of the System and complete restoration of the Premises under this Section by drawing on Provider's Removal Bond. In such event, if the actual cost of removal exceeds the amount of the Removal Bond, Provider shall forthwith pay the difference to Purchaser. Furthermore, within sixty (60) days after the Commercial Operation Date, Provider, at its sole expense, shall commission a survey of the System by an independent, certified professional engineer to confirm that the System has been constructed on the Premises in accordance with the terms of this Agreement. Provider shall furnish a copy of the System survey to Purchaser promptly upon its completion.

4. **Construction Progress Reports; Utilities.** During design and construction of the System, Provider shall keep Purchaser informed on a weekly basis regarding the progress, scheduling and coordination of the work, and shall conduct weekly progress meetings with representatives of Purchaser. Provider shall be responsible for obtaining and paying for any electric current and water and other utilities to the Premises after the Effective Date; separate meters for such utilities shall be installed and maintained at Provider's sole cost and expense, and Provider shall be responsible for all utility and other related expenses.

5. **Access to Premises.**

a) Commencing on the Effective Date and throughout the term of this Agreement, Provider shall have the exclusive right to enter upon the Premises to perform, subject to the terms of this Agreement, and excluding subsurface or destructive testing, all effort and labor reasonably necessary to carry out tests, inspections, surveys and investigations reasonably necessary for construction of the System ("Tests") subject to advance approval of Purchaser's Town Administrator or her designee, which shall not be unreasonably withheld, conditioned or delayed, provided that Provider shall indemnify, hold harmless and defend Purchaser from and against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the Tests, and provided further that Provider shall promptly restore the areas of the Tests to their original condition; and to design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System on the Premises. Provider shall take all reasonable precautions against any damage to the Premises, the Reserved Property, and all contiguous and adjacent property and structures.

b) Purchaser and its agents shall at all times have access to and the right to observe the installation of the System from a location on the Premises, subject to compliance with Provider's reasonable site-safety rules and Applicable Law.

c) Provider shall at all times exercise reasonable care and conduct itself in accordance with Applicable Law and in a professional manner when at the Premises or the Reserved Property, and shall observe the reasonable requests of Purchaser, including, but not limited to, concerning the entering and exiting of the Premises, and the storage of equipment and materials at the Premises. Provider shall not obstruct access to the Premises or the Reserved Property. In addition and subject to the right of observation of the installation work provided in the immediately preceding Section and the right of access provided to the Purchaser under this Agreement, Purchaser and its agents shall from time to time, upon five (5) Business Days' notice, have access to inspect the Premises during the term of this Agreement, and shall also be provided access to the books, records, and compilations of data, which pertain to the performance of obligations, provisions and requirements of this Agreement, which records shall be accurately kept, including on a generally recognized accounting basis, and all calculations shall be kept on file in legible form; provided that Purchaser and its agents shall comply with Provider's reasonable site-safety rules during any visit to the Premises, provided further that in the event of an emergency, Purchaser or its agents may enter the Premises without the need to provide a five-Business-Day notice, but Purchaser shall in such event provide notice to Provider as soon as practicable. Notwithstanding the foregoing or anything to the contrary in this Agreement, to the extent the Local Electric Utility requires access to the System, Meter or Premises pursuant to its agreement with the Purchaser as Host Customer for the System or pursuant to the Local Electric Utility's interconnection or other applicable tariff, Provider shall promptly provide such access to the extent required by the Local Electric Utility under said agreement/tariff, and shall fully cooperate with Purchaser and the Local Electric Utility in connection therewith.

6. **Representations, Warranties and Covenants.**

a) **Statutory Filings.** Upon execution of this Agreement, Provider must complete, execute and file the Disclosure Statement required by G.L. c. 7C, § 38.

b) **Condition of Premises.** Notwithstanding anything to the contrary in this Agreement, Provider accepts the Premises "as is" and with any and all defects, and without benefit of any services, facilities, improvements or modifications to be made by Purchaser, and without any representation or warranty of any kind by Purchaser, and without any recourse against Purchaser as to the title to and the nature, condition or usability of the Premises, and as to the use(s) to which the Reserved Property and Premises or any part thereof have been put, including, without limitation, the activities set forth in Section 1(c) of this Exhibit B, and any uses described in this Agreement. To the extent that Schedule 1 of the Net Metering Credit Purchase and Sale Agreement indicates that the System is to be located on a landfill, Provider accepts and assumes all risk of settlement, movement, subsidence or shifting of the Premises resulting from the decomposition (or the byproducts of such decomposition) or naturally occurring settlement of soil, material, liquid and/or gases beneath the landfill cap, and for any damages or other loss to Provider, its Affiliates or Financing Parties resulting therefrom, including, but not limited to, physical damage to the System or loss of System productivity. For avoidance of doubt, nothing in this provision alters the clarification of the extent of Provider's indemnification obligations as such is set forth in the last sentence of Section 7, below.

7. **Hazardous Materials.** Provider shall not introduce, use, exacerbate, or cause to be introduced, used or exacerbated, any Hazardous Materials on, in or under the Premises or Reserved Property. If Provider becomes aware of any such Hazardous Materials, it shall promptly notify the Purchaser of the type and location of such Hazardous Materials in writing. Provider agrees to indemnify, defend and hold harmless Purchaser from and against any and all claims, damages, costs, expenses, assessments, penalties, fines, Losses, judgments and reasonable attorney fees that Purchaser may suffer or incur due to Provider's failure to comply with this Section. This obligation specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Governmental Authority, and is in addition to, and not a limitation of, any other rights and remedies available to Purchaser, and shall survive the expiration or earlier termination of this Agreement. For clarity, Provider shall have no obligation to indemnify or hold harmless Purchaser with respect to any Hazardous Materials that were not introduced, used, or exacerbated, or caused to be introduced, used, or exacerbated, on, in or under the Premises or Reserved Property by Provider, and where Provider is obligated to indemnify and hold harmless Purchaser under this provision, it is required to do so only to the extent that the Losses in question arise from the introduction, use or exacerbation of Hazardous Materials by (or caused by) Provider.

8. **Access to System; Emergencies; No Waste of Premises.** Provider shall, in coordination with the Fire Chief with jurisdiction over the Project and [Board of Health], and subject to the provisions of this Agreement, including without limitation Section 1(c) of this Exhibit, use reasonable and lawful means of restricting third-party access to the System and Premises, including without limitation, the construction of a fence. Keys to any locks shall be provided to the [Board of Health] and Fire Chief, which, together with its agents and consultants and (if the System is to be located on a landfill) representatives of the DEP, shall have unrestricted “24/7” access to the Premises for health-and-safety and landfill-related purposes (including, but not limited to, landfill monitoring) notwithstanding anything to the contrary in this Agreement.

In addition to its other obligations under the Agreement, Provider shall, at its sole cost and expense, keep the Premises in clean, good and safe order and condition, including, but not limited to, by making any necessary repairs to Provider’s fence at the Premises, and by removing all Provider’s trash and waste, and any and all snow and ice, from the Premises, and Provider shall not commit, or permit its agents, employees, representatives or invitees to commit any waste to the Premises. If Provider damages the Premises or Reserved Property, or any other property of Purchaser, or property of any other lessee at the Reserved Property, Provider shall promptly repair and restore the damaged areas or property at its sole cost and expense with or without any notice of such damage from Purchaser or any such lessee. In the event Provider fails to perform such repair or restoration promptly, Purchaser shall have right (but not the obligation), following thirty (30) days’ notice to Provider, to cause such repairs or restorations to be made without any responsibility or liability to Provider or any other party for any damages to Provider’s or such other party’s property occurring as a result thereof, and Provider shall forthwith upon demand pay over to Purchaser all of the costs and expenses, including attorneys’ fees, incurred by Purchaser in connection therewith, failing which Purchaser may withhold the value of the same from amounts otherwise due Provider under the Agreement. If and to the extent required by Applicable Law, including the DEP Permit and any other Governmental Approval of the DEP, Provider shall maintain a vegetative cover over the Premises. Purchaser shall have no obligation to maintain or repair the Premises or the System, or any security measures implemented by Provider in connection therewith, notwithstanding anything to the contrary in this Agreement.

To the extent that Schedule 1 of the Net Metering Credit Purchase and Sale Agreement indicates that the System is to be located on a landfill, Provider understands and agrees that, notwithstanding anything to the contrary in this Agreement, Purchaser shall not be responsible for the subsidence of all or any part of the landfill cap arising from the natural or ordinary decay or settlement of material constituting, underlying or beneath the cap, including, but not limited to, as may result from the decay of waste buried beneath the cap, or for the effects of such subsidence on the System. Purchaser understands and agrees that, notwithstanding anything to the contrary in this Agreement, Provider shall not be responsible for the subsidence of all or any part of the landfill cap arising from the natural or ordinary decay or settlement of material constituting, underlying or beneath the cap, including, but not limited to, as may result from the decay of waste buried beneath the cap, provided that nothing in this sentence relieves Provider of responsibility for any subsidence caused by Provider.

9. **Temporary Removal of System.** In the event that the landfill cap requires repair or replacement during the term of the Agreement through no fault of Provider, the Provider shall, remove portions of the System as necessary for the repair or replacement work to be performed, and Purchaser shall be responsible for the reasonable direct costs and expenses incurred by Provider in doing so. Purchaser shall provide Provider with at least ninety (90) days advance written notice of any such repair or replacement work, except in the event of an emergency or order of any court or Governmental Authority, in which event Purchaser shall provide notice as soon as practicable. During the period of such removal, those portions of the System that are removed from their original location may be temporarily stored off-site, or the Purchaser may designate a location for the temporary storage on other property of Purchaser, if available. If such storage is off-site, such storage shall be at Purchaser’s sole (reasonable) cost and expense and shall conform with industry and manufacturer’s requirements for the proper storage of any such equipment. During such temporary storage, the Provider shall, at Purchaser’s sole (reasonable) expense, be responsible for the security of the System. Provider shall store the removed System or portions thereof in a manner that prevents the public from gaining access to the removed System or portions thereof and that prevents damage to such property. To the extent that damage to the landfill cap or other areas of the Premises is the result of the acts or omissions of a Party, the other Party shall be entitled to pursue all rights and remedies available to it, including, but not limited to, all administrative penalties or fines imposed on it, and all costs incurred in the restoration of the cap in compliance with the requirements of the DEP and any other Governmental Authority.

Provider’s rent shall be reduced proportionally for the area of the Premises and days from and during which any portion of the System has been removed under this Section 9 until such portion of the System is fully restored and operational, provided that, in reinstalling the System and portions thereof Provider does so expeditiously and with all reasonable diligence. Purchaser shall be responsible for payment of Provider’s reasonable lost revenue, including in connection with

and reasonable lost revenue from the sale of Environmental Attributes during any period of a removal under this Section 9 that was not due to the fault of Provider, its employees, agents, representatives, licensees, or invitees if, and only if, and then only to the extent that, such periods of removal, in the aggregate over the Term, exceeds thirty (30) days, provided that (i) any such amounts may be paid in the form of a credit on Rents otherwise due and payable by Provider, provided that the full amount due shall be paid by Purchaser over no more than 18 months, (ii) the Term shall (subject to Applicable Law) be extended until such amounts have been so paid, and (iii) such period of removal shall be deemed to be a disruption due to Purchaser pursuant to Section 7.1(f). For avoidance of doubt, if, for example, any such removal over the Term is 35 days in the aggregate, Purchaser shall be responsible for payment of Provider's lost profits and lost Environmental Attributes for five days only.

10. **Subordination to Existing Leases, Easements and Rights of Way.** Provider acknowledges and understands that this Agreement and all rights of Provider hereunder are subject and subordinate to all easements, rights of way, declarations, restrictions and other matters of record as of the Effective Date. Purchaser reserves the right to grant additional leases, easements, leases or rights of way, whether recorded or unrecorded, as may be necessary, subject to Provider's right of quiet enjoyment under this Agreement, provided, however, that Purchaser may do all such things as may be required by Applicable Law and any Governmental Approval and Governmental Authority, including without limitation the DEP, notwithstanding anything to the contrary in this Agreement.

11. **Criminal/Sex Offender Registry Information.** In the event that Schedule 1 of the Net Metering Credit Purchase and Sale Agreement indicates that the System is to be located at a school, then in accordance with G.L. c. 71, § 38R, and G.L. c. 6, §178KD *et seq.*, and other similar laws and any regulations promulgated pursuant thereto, Purchaser may request and obtain all available criminal offender record information, national fingerprint-based criminal background checks, and information maintained by the Sex Offender Registry Board (collectively, "C/SORI") for all persons who may perform work or services on school grounds and have direct and unmonitored contact with children. Provider shall require all individuals, employees, agents, contractors or others working on behalf of Provider who will be involved in the Installation Work or System Operations, or who otherwise may provide any services to Provider under the Agreement, to complete and sign a Request Form (and/or other documents) to obtain C/SORI if, in the sole determination of Purchaser, some or all such persons may have direct and unmonitored contact with children during such work and services. Any person failing a S/SORI check shall be prohibited from working under this Agreement. C/SORI clearance shall be conducted by Purchaser; and the outcome of any C/SORI review shall be final and binding. Notwithstanding the foregoing, any exercise or lack of exercise by Purchaser of the rights set forth in this Section shall not relieve Provider of its responsibility for all persons who are at the Premises and Reserved Property for or on behalf of Provider, its subcontractors or agents, including without limitation it and their employees, invitees, and licensees.

Purchaser may, notwithstanding anything to the contrary in this Agreement, terminate this Agreement immediately without any liability for any material failure of Provider to comply with this provision.

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Attachment 1 to Exhibit B

[To be inserted prior to Construction Start Date, in form mutually agreed by the Parties]

EXHIBIT C

PROVIDER INSURANCE REQUIREMENTS

Throughout the Term, Provider shall maintain, and upon execution of this Agreement and from time to time thereafter upon request of Purchaser furnish evidence that it maintains, the following insurance:

i. Commercial general liability insurance in limit not less than \$2,000,000 per occurrence, \$2,000,000 per occurrence for personal injury liability, \$4,000,000 general aggregate (applied per job) and \$2,000,000 products and completed operations aggregate written for a period of three years beyond final payment. Commercial general liability insurance shall also include broad form property damage liability and broad form contractual liability.

ii. Minimum additional \$5,000,000 umbrella for excess liability coverage with terms and conditions that are at least as broad as the underlying liability policies and for concurrent terms with the underlying commercial general liability insurance.

iii. Professional liability insurance covering errors and omissions, \$2,000,000 each occurrence and \$4,000,000 aggregate limit.

iv. Commercial automobile liability with a combined single limit of \$1,000,000 with a hired and non-owned endorsement. Personal automobile liability coverage will be acceptable in lieu of commercial automobile coverage only if the vehicle used at the job site is not commercially insured. Limits for personal auto must be at least \$250,000 property damage per accident with an endorsement that the policy covers business related use with an additional \$1,000,000 personal umbrella policy.

v. Worker's Compensation coverage as required by Chapter 152 of the Massachusetts General Laws with Employer's Liability limits of \$500,000 each accident, \$500,000 disease - each employee and \$500,000 disease policy limit.

NET METERING CREDIT PURCHASE AND SALE AGREEMENT

This Net Metering Credit Purchase and Sale Agreement is made and entered into as of December 15th, 2015 (the “Effective Date”), between SunEdison Origination1, LLC, a Delaware limited liability company (“Provider”), and Town of Truro, a Massachusetts municipal corporation (“Purchaser”; and, together with Provider, each, a “Party” and together, the “Parties”).

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Net Metering Rules, the System will qualify as a Net Metering Facility and will generate Net Metering Credits under said rules, and that if the System constitutes a Class III Net Metering Facility under 220 CMR 18, that it must also qualify as a Net Metering Facility of a Municipality or Other Governmental Entity;

WHEREAS, Purchaser is willing to purchase, or pay to be allocated, the Allocated Percentage (as set forth in Schedule 2 hereof) of the Net Metered Production to be generated by the System (subject to the Annual kWh Cap as set forth in Schedule 2 herein); and

WHEREAS, Provider and Purchaser acknowledge those certain General Terms and Conditions of Net Metering Credit Purchase and Sale Agreement dated as of the Effective Date (“General Conditions” and together with this Net Metering Credit Purchase and Sale Agreement, the “Agreement”), which are incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. INCORPORATION OF GENERAL CONDITIONS. The General Conditions are incorporated herein and attached hereto as if set forth in their entirety. In addition, the following provisions shall apply:

1.1 The Parties understand and acknowledge that the Purchaser and the Local Electric Utility have entered into an Interconnection Services Agreement for the System, dated January 20, 2015, and that it is their intent that such agreement be assigned to Provider promptly following the Effective Date. The Parties acknowledge and agree that such agreement requires that certain payments be made and obligations performed by the Purchaser, and that all such payments and obligations shall, as of the Effective Date, be made and performed by Provider irrespective of whether the Interconnection Services Agreement has been assigned as of the date that such payments or obligations come due. The Parties shall exercise all reasonable efforts to consummate the assignment of the Interconnection Services Agreement to Provider as soon as possible, and shall reasonably cooperate in connection therewith. Provider shall, following the Effective Date, promptly and with reasonable diligence undertake and coordinate such assignment with the Local Electric Utility. In the event that the Local Electric Utility fails to approve such assignment within sixty (60) days of the Effective Date, Provider shall, within thirty (30) days thereafter, submit an application for interconnection of the System with the Local Electric Utility, provided that such application shall be withdrawn if and when the Local Electric Utility approves, if at all, the assignment.

1.2 The Parties understand and acknowledge (i) that the Purchaser has received from the Massachusetts Department of Environmental Protection a Final Approval With Conditions, dated June 25, 2015, regarding the Purchaser’s Application for BWP SW 25 CAD (Corrective Action Design), which contemplates certain corrective work to be performed at the landfill; and (ii) that when the work is completed, the Purchaser will submit a Construction Certification Report to the DEP for approval; and (iii) that such DEP approval, among other approvals, is necessary before the System can be installed at the Premises, and (iv) that the DEP Permit and approval of the Purchaser’s Construction Certification Report may require that certain site stabilization items (e.g., establishment of grass or other ground cover) be completed prior to System installation (those pre-conditions to System installation described in clauses (i) through (iv) above, the “Installation Pre-

Conditions”). In the event that DEP approval of the Purchaser’s Construction Certification Report is not issued by DEP by June 30, 2016, or in the event that satisfaction of the Installation Pre-Conditions has not been achieved prior to October 15, 2015, either Party may, notwithstanding anything to the contrary in the Agreement, terminate this Agreement without any liability, except for any liabilities arising prior to the date of termination, provided that nothing herein shall relieve Provider of its obligation to perform Provider’s Landfill Obligations with all reasonable diligence.

2. Schedules. The following Schedules hereto are the respective Schedules attached to this Net Metering Credit Purchase and Sale Agreement and referenced in the Agreement:

Schedule 1	Description of the Premises & System
Schedule 2	kWh Rate, Allocated Percentage; Annual kWh Cap, and Tracking Trigger
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Net Metered Production
Schedule 5	Notice Information
Schedule 6	Time of Payment
Schedule 7	Initial Term

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON ORIGINATION1, LLC

By: SUN EDISON LLC

By: _____

Name:

Title:

Date:

TOWN OF TRURO

By: _____

Name: Paul Wisotzky

Title: Chair, Board of Selectmen

Date: December 15, 2015

SCHEDULES

I. Schedule 1: Description of Premises and System

Solar System Premises: Town-Owned Landfill located at 5 Town Dump Rd., Truro, MA 02666. See preliminary site plan attached to this Schedule 1.

Premises is Owned or Controlled by: Purchaser

Purchaser is to be the Host Customer with respect to the Premises: Yes

System Location Landfill

Solar System Size: Approximately 1145 kW (DC) (representing an initial estimate, which may vary depending on the final design of the System).

Scope Summary: Design, finance, install, operate, maintain, repair and, upon expiration or termination of Agreement, remove grid-interconnected, ground mounted solar electric (PV) system.

Module: SunEdison R350BYC or similar

Inverter: IEEE 1547 qualified

Performance Guarantee Ninety percent (90%) of Estimated Annual Net Metered Production

Guaranteed Construction Start Date The later of (x) 180 days from Effective Date, or (y) 60 days after the date on which Installation Pre-Conditions (defined in Section 1.2 of the Net Metering Credit Purchase and Sale Agreement), if any, have been satisfied.

Guaranteed Commercial Operation Date 180 days from the Construction Start Date, which shall be extended on a day-for-day basis only in the event of delays due to unusually severe weather events that prevents material or critical elements of onsite work from being performed. Provider shall give written notice to Purchaser of the occurrence of any such weather events and concomitant delay within two business of the commencement of any such events, including the anticipated duration of any resulting delay, reasonably demonstrating how such weather events caused such delay.

Attachment to Schedule 1: Preliminary Site Plan



PROJECT DETAIL		SYSTEM DESCRIPTION			SHEET INFORMATION	
PROJECT#: MA-15-0359	LAT/LONG: 41.96, -70.045	MODULE TYPE: SUNEDISON F335B/C	TILT ANGLE: 15°	AZIMUTH: 180°	DATE: 09/17/15	SHEET NO: CL-1
CLIENT NAME: Town of Truro		MODULE QUANTITY: 3,420	RACKING STRUCTURE: FIXED TILT BALLASTED GROUND MOUNT			DESIGNER: RSP
ADDRESS: 115 US-6, Truro, Massachusetts, 02666		SYSTEM SIZE (DC): 1,145.70 kW	INVERTER: 32 x CHINT CPS 28kW US 480V STRING			SCALE: NTS
		SYSTEM SIZE (AC): 784.00 kW				

** THIS DRAWING IS THE PROPERTY OF SUNEDISON,LLC. THIS INFORMATION IS CONFIDENTIAL AND IS TO BE USED ONLY IN CONNECTION WITH WORK DESCRIBED BY SUNEDISON,LLC. NO PART IS TO BE DISCLOSED TO OTHERS WITHOUT WRITTEN PERMISSION FROM SUNEDISON,LLC. PRELIMINARY DESIGN NOT FOR CONSTRUCTION

II. Schedule 2 - kWh Rate, Allocated Percentage, Annual kWh Cap, and Tracking Trigger

1. kWh Rate:

- (A) Unless the situation described in clause (B) below occurs, the kWh Rate shall be \$0.095/kWh, which rate shall remain the same throughout the Term.
- (B) In the event that, despite Provider's compliance with the terms and conditions of the Agreement and through no fault of its own, the Project is placed in service after December 31, 2016 and, as a consequence thereof is not eligible for the 30% Investment Tax Credit ("ITC") pursuant to Section 48 of the Internal Revenue Code, then the kWh Rate shall be increased by \$0.005/kWh for each 5 percentage point change in the ITC, to a maximum aggregate increase of \$0.02/kWh. (By way of example, if the Project is placed in service in 2017, and, as a consequence, is eligible for a 10% ITC, the kWh Rate would be increased by $4 \times \$0.005 = \0.02 , such that the kWh Rate would be \$0.115kWh.) Even then, however, Provider shall not be entitled to any such adjustment in the kWh Rate unless the reason that the Project is not placed in service in 2016 is because either (x) Local Electric Utility failed to complete any required interconnection upgrades by October 15, 2016, or (y) through no fault of Provider, satisfaction of the Installation Pre-Conditions (as defined in Section 1.2 of the Net Metering Credit Purchase and Sale Agreement) have not been achieved by October 15, 2016 despite Provider's exercise of best efforts.
2. Allocated Percentage: forty-four percent (44%), such that the Purchaser-allocated portion shall amount to 500kWdc of capacity, provided that in the event additional Net Metered Production becomes available, Provider shall provide Purchaser with sixty (60) days' advance notice of such availability, and Purchaser shall have the right, within such period, to elect to purchase such additional Net Metered Production at the kWh Rate by written notice to Provider, provided further that in no event shall Purchaser's Allocated Percentage exceed forty-nine point five percent (49.5%).
 3. Annual kWh Cap: 110% of the estimated year 1 production
 4. Tracking Trigger: \$0.115/kWh
 5. Rent: 25,000 \$/MWdc/year minus the annual property tax payable for the System for such calendar year (whether pursuant to a PILOT agreement or otherwise), but in no event shall annual rent be less than \$0.00 ("Rent").

III. Schedule 3 – Early Termination Fee Under Sections 2.2 and 11.2 of the General Conditions

Early Termination Occurs in Operating Year:	Early Termination Fee (where Purchaser does not take Title to the System) (\$/Wdc including costs of removal)	Baseline Purchase Price (where Purchaser takes Title to the System) (\$/Wdc)
1*	5.15	-
2	4.85	-
3	4.35	-
4	3.81	-
5	3.27	-
6	2.80	2.30
7	2.65	-
8	2.50	-
9	2.33	-
10	2.23	1.73
11	2.12	-
12	2.01	-
13	1.89	-
14	1.78	-
15	1.66	1.16
16	1.55	-
17	1.43	-
18	1.32	-
19	1.20	-
20	1.09	0.59

*Purchaser will not be responsible for Early Termination Fee prior to the “In Service Date” as such term is defined in the Local Electric Utility’s interconnection tariff. In the event that the Term is extended beyond twenty (20) years, the Baseline Purchase Price during any extension shall be equal to the Fair Market Value of the System.

IV. Schedule 4 – Estimated Annual Net Metered Production

Estimated Annual Net Metered Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Operating Year of System Term	Estimated Net Metered Production (kWh)	Operating Year of System Term	Estimated Net Metered Production (kWh)
1	625,000	11	594,444
2	621,875	12	591,472
3	618,766	13	588,514
4	615,672	14	585,572
5	612,593	15	582,644
6	609,530	16	579,731
7	606,483	17	576,832
8	603,450	18	573,948
9	600,433	19	571,078
10	597,431	20	568,223

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWh of Net Metered Production are expected to be generated annually by the System and may be updated to reflect the final System design by the Parties, provided that nothing in this sentence relieves Provider of its obligations under the Agreement for the Performance Guarantee. The values reflect an annual degradation

rate of 0.5% per year. In the event of any extension of the Term, the Estimated Net Metered Production for each year of extension shall be based on 0.5% annual degradation from the immediately preceding year.

V. Schedule 5 – Notice Information

Purchaser:

Town of Truro
Town Hall
24 Town Hall Road
Truro, MA 02666
ATTN: Town Administrator

With a copy to

Town of Truro
Town Hall
24 Town Hall Road
Truro, MA 02666
ATTN: Board of Selectmen

Provider:

SunEdison Origination1, LLC
c/o Sun Edison LLC
7550 Wisconsin Avenue
Bethesda, MD 20814
1-888-786-3347

With a copy to

General Counsel
44 Montgomery St., Suite 2200
San Francisco CA 94191
Tel. (443) 909-7200
Fax (443) 909-7121

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Time of Payment

Purchaser shall pay all undisputed amounts due hereunder within forty-five (45) days after its receipt of the applicable Invoice Date.

VII. Schedule 7 –Initial Term

The Initial Term of the Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operations Date, unless and until terminated earlier pursuant to the provisions of the Agreement.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Office of the Board of Selectmen

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

Date: December 15th, 2015

Eversource Electric
Attn: Melanie Khederian
Eversource Energy
One NSTAR Way SW 3069
Westwood, MA 02090
Melanie.Khederian@eversource.com

Re: Notice of Consent to Assignment of Interconnection Service Agreement
Eversource ID Number: 2020127

Dear Ms. Khederian,

This letter (this "Consent"), dated and effective as of the above date (the "Effective Date") is intended as notice to Eversource Electric ("Eversource") of, and request for consent of Eversource to, the assignment by **TOWN OF TRURO**, a Massachusetts entity, with principal place of business at P.O. Box 2030, Truro, MA 02666 ("Assignor") of all of Assignor's rights, obligations, title, and interest in and to the Interconnection Service Agreement, dated as of January 20, 2015, by and between Eversource and Assignor, as Interconnecting Customer (the "ISA"), and all of the applications and reports made, and studies performed relating to the ISA (collectively, together with the ISA, the "Interconnection Documents"), all relating to the electric generating facility to be located at off Route 6 in Truro as described in the ISA (the "Facility") to **SunEdison Origination1, LLC**, a Delaware limited liability company with offices at 7550 Wisconsin Ave., 9th Floor, Bethesda, MD, 20814 ("Assignee").

Assignor hereby requests that Eversource consent to the assignment of the Interconnection Documents in accordance with Section 9 of the ISA and, in connection therewith, Assignor and Assignee each hereby represent and warrant to Eversource that, by virtue of that certain Assignment and Assumption Agreement, dated December 15th, 2015, from Assignor to Assignee (the "Assignment Agreement"), Assignee has accepted and acquired all of Assignor's full right, title and interest in and to the Interconnection Documents and has assumed all obligations of the ISA, thereby discharging Assignor of any liability or obligations related thereto. Assignee hereby unconditionally covenants and agrees with Eversource, without any exception, including, without limitation, any exception for any contrary terms in the Assignment Agreement or any limitations as between or among the parties to the Assignment Agreement, (i) that it shall replace Assignor for all intents and purposes with respect to the Interconnection Documents and has assumed, and shall observe and perform, all of Assignor's obligations, covenants and duties, and fully discharge all of Assignor's liabilities, under the Interconnection Documents in accordance with the terms thereof, and (ii) to be bound by all of the terms and conditions of the Interconnection Documents, and the terms and conditions of Eversource's Interconnection Tariff, M.D.P.U. No. 2128, as it may be amended from time to time.

Assignor and Assignee acknowledge and agree that neither the Assignment Agreement nor this Consent creates any additional obligations or liabilities on the part of Eversource, and that neither the Assignment Agreement nor this Consent amends, waives, modifies or alters the Interconnection Documents or any of Eversource's rights thereunder, other than to substitute Assignee's performance in all respects for that of Assignor in connection with the Interconnection Documents. Notwithstanding any agreements to the contrary between the parties to the Assignment Agreement, Assignee understands and agrees that as between Eversource and Assignee the assignment and assumption and the performance of Assignee's obligations under the Interconnection Documents all shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Each of Assignor and Assignee represent and warrant that the person signing on its behalf is duly authorized to bind it to the representations, warranties, covenants and agreements made herein.

Agreed to and accepted by Assignor and Assignee this 15th day of December, 2015.

ASSIGNOR: Town of Truro

By: _____
Name: Paul Wisotzky
Title: Chair, Board of Selectmen

ASSIGNEE: SunEdison Origination1, LLC

By: _____
Name:
Title:

Eversource hereby consents to the assignment of the Interconnection Documents by Assignor to Assignee under the Assignment Agreement and, as of the Effective Date, hereby releases Assignor from the performance, satisfaction, and discharge of any liability or obligation under the Interconnection Documents which arises on or after the Effective Date as contemplated herein, this __ day of December, 2015.

Eversource Electric

By: _____
Name: [_____]
Its [_____], duly authorized

Assignment and Assumption Agreement

This ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into this 15th day of December, 2015 (this "Assignment") by **TOWN OF TRURO**, a Massachusetts entity, with principal place of business at P.O. Box 2030, Truro, MA 02666 ("Assignor") and **SUNEDISON ORIGINATIION1, LLC**, a Delaware limited liability company with offices at 7550 Wisconsin Ave., 9th Floor, Bethesda, MD, 20814 ("Assignee", and together with Assignor, the "Parties").

WHEREAS contemporaneously with the execution of this Assignment, Assignor and Assignee have entered into a Net Metering Credit Purchase and Sale Agreement (the "Net Metering Agreement"), pursuant to which Assignee will install, operate and maintain, on land owned by Assignor, a solar photovoltaic system as described in such agreement (the "System"); and

WHEREAS in connection with and pursuant to the Net Metering Agreement, Assignor desires to assign, transfer and deliver to Assignee the Agreement (as defined below), and Assignee desires to acquire and accept the Agreement from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. Capitalized terms shall have the meaning ascribed to them herein.

"Agreement" means that certain Interconnection Service Agreement, dated as of January 20, 2015, by and between Eversource Electric (f/k/a NSTAR Electric, "Eversource Electric") and Assignor, as Interconnecting Customer (the "ISA"), and all of the ISA applications, and all of the reports made and the studies performed by Eversource Electric relating to the ISA (collectively, together with the ISA, the "Agreement"), all relating to the electric generating facility to be located at off Route 6 in Truro as described in the ISA.

2. Assignment of Interests.

Subject to the right of Assignor under the Net Metering Agreement to purchase the System, Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title, benefits and interest in and to the Agreement, without recourse and without representation or warranty other than the representations and warranties set forth herein. Assignee hereby accepts the assignment and transfer of the Agreement and assumes all obligations and liabilities accruing on and after the date of this Assignment and, subject to Assignor's representation hereby made that it is not, as of the date hereof, in material breach of the Agreement, all obligations and liabilities accruing before the date of this Assignment.

3. Eversource Consent. This Assignment is the "Assignment Agreement" referenced in that certain "Notice of Consent to Assignment of Interconnection Service Agreement Eversource ID Number: 2020127" dated on or about the date hereof and entered into between Assignor, Assignee, and as consented to by Eversource Electric.

4. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that, subject to Eversource Electric's consent to the assignment of the ISA to Assignee and the provisions of the Net Metering Agreement:

Assignor has the legal right and requisite power and authority to make and enter into this Assignment and the Agreement, and to perform its obligations hereunder and thereunder and to comply with the provisions hereof and thereof. The execution, delivery and performance of this Assignment and the Agreement by Assignor has been duly authorized by all necessary entity action on its part. The execution, delivery and performance of this Assignment by Assignor does not and will not contravene the charter, bylaws or other organizational documents of Assignor. This Assignment and the Agreement have been duly executed and delivered by Assignor and constitute the valid and binding obligation of Assignor enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally or by the application of general principles of equity.

5. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that:

Assignee has the legal right and requisite power and authority to make and enter into this Assignment, and to perform its obligations hereunder and under the Agreement and to comply with the provisions hereof and thereof. The execution, delivery and performance of this Assignment and the Agreement by Assignee have been duly authorized by all necessary entity action on its part. The execution, delivery and performance of this Assignment and the Agreement by Assignee does not and will not contravene the charter, operating agreement, or other organizational documents of Assignee. This Assignment has been duly executed and delivered by Assignee and constitutes the valid and binding obligation of Assignee enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally or by the application of general principles of equity.

6. Governing Law. This Assignment is entered into under and shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, without giving effect to conflict of laws principles. The Parties agree that the state courts of Massachusetts shall have jurisdiction over any action or proceeding arising under the Agreement. The Parties waive any objection it may have to the laying of venue of any action or proceeding under this Assignment in such courts. Assignee agrees to accept service of civil process by certified mail at the address provided for the delivery of notices in the Net Metering Agreement.

7. Further Assurances. Assignor agrees to execute, acknowledge and deliver, as appropriate, any and all such other and additional instruments, notices, and other documents and to perform such other acts as may be reasonably necessary to consummate the assignment of interests in accordance with the terms hereof and to evidence the conveyance by Assignor to Assignee of any and all of the rights, title, benefits and interests that Assignor holds relating to the Agreement, provided that, except for (i) negotiation of this Assignment, and (ii) such instruments, notices or documents that may be requested by Eversource Electric, Assignee shall

pay all reasonable attorneys' fees incurred by Assignor in reviewing and negotiating any such instrument, notice or document.

8. Severability. If any term, covenant or condition in this Assignment is found, to any extent, to be invalid or unenforceable in any respect under applicable law, the remainder of this Assignment shall not be affected, and the rest of the Assignment will be valid and enforceable to the fullest extent permitted by law and, if appropriate and mutually agreed by the Parties, such invalid or unenforceable provision will be modified or replaced to give effect to the underlying intention of the Parties and to the intended economic benefit of the Parties.

9. Successors and Assigns. Neither Assignor nor Assignee may assign their rights and obligations hereunder to any other party without the advance, written consent of the other; provided, however, Assignee may assign this Assignment to any permitted assignee of Assignee's rights and obligations under the Net Metering Agreement. This Assignment and the rights and obligations hereunder are binding upon and will inure to the benefit of each party and its respective successors and permitted assigns.

10. Integration/Modification. This Assignment, constitutes the entire agreement and understanding between the Parties with respect to the assignment of the ISA and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect, excluding the Net Metering Agreement. No alteration or modification of any this Assignment's provisions will be valid unless made in a written instrument signed by all Parties hereto.

11. Counterparts and Headings. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. The headings used in this Assignment have been inserted for convenience of reference only and do not define, limit, interpret or constitute a part of this Assignment.

[signatures follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by its duly authorized officers as of the date first above written.

ASSIGNOR: TOWN OF TRURO

By: _____
Name: Paul Wisotzky
Title: Chair, Board of Selectmen

ASSIGNEE: SUNEDISON ORIGINATION1, LLC

By: _____
Name:
Title:



September 15, 2015

Rae Ann Palmer
Town Administrator
Town of Truro
24 Town Hall Road - PO Box 2030
Truro, MA 02666

Dear Ms. Palmer:

PowerOptions is a Massachusetts non-profit energy-buying consortium whose members consist of non-profit and governmental organizations. On behalf of our members, and in accordance with Section 137 of Chapter 164 of the Massachusetts General Laws, PowerOptions has undertaken a competitively procured program for the purpose of group-purchasing of (solar photovoltaic) electricity. Enclosed is a copy of the April 27, 2011, Request for Qualifications for Photovoltaic Power Productions (RFQ) issued for the program.

PowerOptions is administering the program with the authorization, and on behalf, of the Massachusetts Clean Energy Center (CEC), a public instrumentality of the Commonwealth of Massachusetts. Enclosed are copies of the "Proposed Authorization for PowerOptions Inc." and the CEC-approved meeting minutes of the December 14, 2010, vote of the CEC Board of Directors reflecting CEC's authorization.

PowerOptions evaluated statements of qualifications received from firms in response to the RFQ, and selected Sun Edison as the most qualified entity to undertake the development of solar photovoltaic facilities on property to be leased from PowerOptions' members in accordance with sub-clauses (ii) and (iii) (for Massachusetts state agencies and municipalities) of Section 137 of Chapter 164.

Sincerely,

A handwritten signature in black ink that reads "Cynthia A. Arcate".

Cynthia A. Arcate



MASSACHUSETTS
CLEAN ENERGY
CENTER

PROPOSED AUTHORIZATION FOR POWEROPTIONS, INC.

Summary:

Staff recommend authorizing PowerOptions, Incorporated (PowerOptions) to continue administering its gas and electric programs on behalf of MassCEC.

PowerOptions was created to leverage the aggregate purchasing power of non-profit organizations, hospitals, municipalities and state entities in negotiating energy contracts from gas and electric suppliers. Providing these services for certain segments of its public customers (namely, state agencies and facilities) is statutorily contingent upon PowerOptions operating on behalf of a public instrumentality. Historically, that authorization was granted by the Massachusetts Health and Educational Facilities Authority (HEFA). With the passage of *An Act Relative to Economic Development Reorganization* (AREDR) and the consolidation of HEFA into the Massachusetts Development Finance Agency, PowerOptions' authorization to provide services to state public customers has ended. Granting PowerOptions authority to operate its programs on behalf of MassCEC will allow those state public clients to continue to contract for cost-effective energy supply services.

Motion:

To authorize PowerOptions, Incorporated to continue administering its programs on behalf of MassCEC; provided that the MassCEC Board of Directors shall at all times retain full authority and discretion to rescind, modify or terminate the authorization granted to PowerOptions, Inc.; and provided further that in so authorizing PowerOptions to administer its programs, MassCEC assumes no obligations or liabilities of PowerOptions, Inc. whether now existing or hereafter arising.

**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE XXII** CORPORATIONS**CHAPTER 164** MANUFACTURE AND SALE OF GAS AND ELECTRICITY

Section 137 Participation in group purchasing of electricity, natural gas, telecommunications services or similar products

Section 137. Notwithstanding any general or special law to the contrary, (i) any non-profit institution in the commonwealth or any agency, executive office, department, board, commission, bureau, division or authority of the commonwealth, including the executive, legislative and judicial branches of the commonwealth, or of any political subdivision thereof, or of any authority established by the general court to serve a public purpose, may, unless located within the boundaries of a community served by a municipal light department, participate in and become a member of any competitively procured program organized and administered, under this chapter, by or on behalf of any public instrumentality of the commonwealth or of any subsidiary organization thereof for the purpose of group purchasing of electricity, natural gas, telecommunications services or similar products; (ii) the disposition of municipal or state real property by lease, easement or license for renewable energy shall not require competitive bidding when part of a power purchase agreement or a net metering agreement in a program organized and administered under this section; (iii) any agency, executive office, department, board, commission, bureau, division or authority of the commonwealth, including the executive, legislative and judicial branches of the commonwealth, may, on behalf of the commonwealth, dispose of real property, by lease, easement or license, which is part of a power purchase agreement or net metering agreement in a program organized and administered under this section, including, but not limited to, construction of renewable energy projects on state property; and (iv) any renewable energy project which is part of a power purchase agreement or net metering agreement in a program organized and administered under this section and considered to be public construction shall be subject to sections 26 to 27D, inclusive, of chapter 149.

Request for Qualifications for Photovoltaic Power Production

Issued by

PowerOptions, Inc.

April 27, 2011



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Introduction

Information about PowerOptions

PowerOptions[®] is the leading energy buying consortium in Massachusetts, with 500 members and annual energy commodity purchases of \$160-200 million. Comprised of nonprofit and governmental organizations throughout Massachusetts, PowerOptions members include hospitals, colleges and universities, cities and towns, public school districts, museums, housing authorities, community and religious organizations, among many others.

The PowerOptions' model has proven successful, for both members and suppliers to the programs. PowerOptions pre-negotiates supply agreements and presents them to members for participation on an opt-in basis. PowerOptions partners with suppliers to market programs, resulting in 70% participation by members in one or more programs. Current programs include *Electricity Supply*, *Natural Gas Supply* and *Demand Response*.

Over 15 years, PowerOptions has cultivated strong relationships with its members, acting as a trusted advisor in the complex energy markets and negotiating supply arrangements on their behalf. One key to success is keeping in tune with members' emerging and evolving needs and meeting them with innovative products and services. In a recent survey, members indicated a clear need for a solar PPA program.

In that survey, 80% of members expressed great interest in acquiring renewable energy, with 85% specifically interested in a solar PPA program "if offered by PowerOptions." More importantly, of the larger members, those with annual electricity costs of more than \$1 million (and in a stronger position to pursue a solar installation project), every single one (100%) indicated interest in the *Solar PPA Program* currently under development by PowerOptions.

The larger members include primarily colleges, universities, public school districts and hospitals--customers ready to act. For example, 73% of larger members will be implementing renewable energy supply in the next two years, with nearly a third looking to act in less than one year. These organizations have facilities to support solar installation projects: 75% have at least 10,000 square feet available roof space, 38% have at least an acre available land, and 56% have at least an acre available surface parking for siting installations.

The supplier to PowerOptions' *Solar PPA Program* gains instant access to a large customer base and enormous potential market share. These customers have strong balance sheets and reputations, each with a vision for the future of renewable energy. This pipeline of projects will most certainly define much of the market over the next few years.

Scope of this RFQ

PowerOptions intends to select one or more firms (“Proposer(s)”) with whom Members would contract individually for provision of solar photo voltaic (PV) electric services under a solar PPA and associated real estate documents to be negotiated with the winning Proposer(s). It is the intent that PowerOptions and the winning Proposer(s) would then develop a PPA with as many standard terms and conditions as possible that would be applicable to all Members. Members who contract for solar electric supply are hereafter referred to as “Participant(s)”.

PowerOptions desires to enter into a master agreement (the “Program Agreement”) with the Proposer(s) for the offering of solar electric service to meet the needs of each of the Participants throughout the term of any contracts resulting from this RFQ. Such solar electric service is to be provided to Participants under standard individual PPA contracts (the “Participant Agreements”) executed with them by the Proposer.

The successful Proposer(s) shall provide fully managed photovoltaic services that include, but are not limited to, securing the necessary labor, services, equipment, permits and approvals to develop fully operational PV systems. The Proposers will then commission, own or lease, monitor, operate, and maintain the systems after installation.

Timeline for RFQ process:

- RFQ issue date.....April 27, 2011
- Pre-proposal conference call (2 p.m. EST).....May 4, 2011¹
- RFQ response due date (by 5 P.M. EST).....May 24, 2011

Contact information

PowerOptions has designated an individual to manage the RFQ process, address all questions from potential bidders, and provide updates as necessary during the bidding process. Any RFQ-related updates will be posted on the PowerOptions website, www.poweroptions.org/solarRFQ.

Please submit all questions by email to Liam Sullivan at LSullivan@PowerOptions.org by Monday, May 16, 2011. “**PowerOptions Solar RFQ**” must appear in the email subject line.

¹ Proposers wishing to participate in the conference call must contact Laurie Sass at lsass@poweroptions.org to register and receive the call-in information.

Proposal Directions & Requirements:

Each Proposer must submit seven hard copies and one electronic version of the proposal to:

Brian Tracey
Director of Research & Program Development
PowerOptions, Inc.
129 South Street - 5th Floor
Boston, MA 02111
btracey@poweroptions.org

In order for a proposal to be evaluated, the following three (3) requirements must be met:

- 1. Proposals must be received by the due date and time established in the “Timeline for RFQ Process.”**

Any proposals received after the specified date and time may be disqualified from further evaluation at the discretion of PowerOptions.

- 2. The cover letter of the proposal includes the signature of a representative authorized to negotiate on behalf of and to bind the Proposer.**
- 3. The Proposer must provide all information requested, in the format dictated in the following section “Proposal Organization.”**

Failure to meet any of these requirements is grounds for rejecting a proposal.

Proposal Organization

Tab 1: Cover Letter

- Cover letter should highlight any special features of the Proposal, and include the name, phone number, and email for the point of contact within the Proposer’s organization. The cover letter should be signed by a representative of the Proposer’s company who has the authority to negotiate on behalf of and to bind the Proposer.

Tab 2: Experience & Qualifications

- Highlight projects completed in Massachusetts and date of completion.

Section A: Project development experience

- Describe solar projects that have been developed for Proposer’s current customers.
- Describe any canceled contracts and the reason why each signed contract was not completed.

3. Describe which elements (finance, design, construction, service, etc) of a PV installation will be managed by a partner or third-party other than the Proposer; and describe the structures that will ensure that the Proposer will be held accountable for the successful completion of each element of the project's development.

Section B: System design experience

1. Describe Proposer's experience with the design of PV systems.
2. Provide a sample construction drawing set for one of Proposer's completed PV systems.
3. Detail the total number of megawatts the Proposer has constructed.
4. Detail the number of distinct projects the Proposer has constructed.
5. Detail the general types (technology, location) of projects installed.
6. Detail the types of customers the Proposer has worked with in the past including non-profits.
7. Describe implementation of PV construction standards and other safety measures.
8. Provide three (3) customer references from customers who worked with Proposer during the installation phase.

Section C: Project financing experience

1. Provide number of PV systems that have been financed by the Proposer.
2. Provide number of systems that Proposer is operating under a PPA.
3. Provide demonstration of capital and financial assurances available to fund proposed (and future) projects.
4. Provide Proposer's most recent audited financial statements, annual reports, consolidated financials, and Form 10-K (if any), published evaluations of credit or business condition, such as Moody's Global Credit Research report, published notices of credit standing occurring within the past two years, and five year credit rating history. If available, provide similar materials for parent entities, significant affiliates and collaborators.

Section D: PV supplies & experience

1. Provide demonstration of Proposer's supply contracts or actual PV panel supply and type of financing (i.e. debt, partnership, lease, etc).
2. List Proposer's preferred PV panel technology and past experience with those technologies.
3. List panel suppliers that Proposer has worked with and describe the relationship with the supplier, e.g. any financial agreement in place.
4. Detail if Proposer has utilized fixed panel systems, single-axis tracker systems, or dual-axis tracker PV systems.

Section E: Operations and maintenance experience

1. Provide the number of operational PV systems under management.
2. Provide system performance for three (3) systems to date (expected vs. actual energy production).
3. Describe the monitoring systems that the Proposer will use to verify system performance.

4. Detail the number of PV systems the Proposer has managed for more than one year, and describe any lessons learned from this experience.
5. Provide three (3) references from customers who are receiving operations and maintenance service.
6. Provide proposed maintenance plan.

Section F: Maximizing rebates and incentives

1. Describe Proposer's experience and expertise in taking advantage of incentives and rebates.
2. Detail the locations in which the Proposer is developing projects or has successfully obtained local incentives.

Section G: Qualifications to provide REC certification assistance

1. Describe the REC certification process that Proposer will undertake.
2. Describe the methodology and frequency with which environmental attributes data (i.e. RECs / carbon offsets) will be reported.

Section H: Energy production assurance

1. Provide specific information regarding guarantees/warranties for equipment performance and expected energy production.
2. Describe any penalties the Proposer would incur if the eventual PV system did not produce energy as expected.
3. Describe any third party verification of predicted or actual energy production.
4. Include insurance coverage documentation.

Section I: Monitoring & verification capabilities

1. Describe the methodology and frequency of solar energy production reporting.
2. Describe the methodology and frequency of solar energy production reporting in relation to the facility's total energy load.

Section J: Team

1. Provide organizational chart that describes the reporting relationships of all key personnel and team members/partners.
2. Provide bios for key personnel.
3. Describe Proposer's team organization.
4. Provide location of Proposer's nearest regional office.

Section K: Additional services & capabilities

1. Describe any additional services that Proposer will provide as part of the proposal or is willing to provide at an additional cost.
2. Identify preferred territory to do business (all Massachusetts or just certain regions).

Section L: PPA

1. Provide proposed PPA in its entirety.

Section M: Administrative and marketing cost recovery

PowerOptions partners with existing program suppliers, spearheading the marketing and rolling out the program to members. PowerOptions seeks to recover its costs from the selected Proposers for conducting, evaluating and negotiating this solicitation, as well as marketing the PV program. Proposers are urged to include in their response a proposal for remuneration to PowerOptions if selected to be included in its Solar PPA program.

**DRAFT MINUTES
CLEAN ENERGY TECHNOLOGY CENTER
BOARD MEETING
December 14, 2010**

Attendees:

Directors: Secretary Ian Bowles (EEA & MassCEC Chairman)
Commissioner Phil Giudice (DOER)
Martin Aikens (International Brotherhood of Electrical Workers)
Gail Carberry (President of Quinsigamond Community College)
Judy Chang (Principal, The Brattle Group)
Jack Wilson (President, UMass)
Scott Jordan (Designee of Secretary Jay Gonzalez) (ANF)
Art Robert (Designee of Secretary Greg Bialecki) (HED)
Nancy Snyder (Designee of Secretary Joanne Goldstein) (LWD)

Staff: Patrick Cloney (MassCEC Executive Director)
Jen Gorke (MassCEC)
Tonya Bourassa (MassCEC & Secretary of the Board)
Carter Wall (MassCEC)
Evan Dube (MassCEC)
Roberto Ramirez (MassCEC)
Arif Padaria (MassCEC)
Lauren Burrows (MassCEC)
Kate Plourd (MassCEC)
Andy Brydges (MassCEC)
Alexandra Adler (MassCEC)
Eric Macaux (MassCEC)
Sarah Colao (MassCEC)

Other Attendees: Todd E. Fryatt (Citizen)

The nineteenth meeting of the Massachusetts Clean Energy Technology Center ("MassCEC") Board of Directors was held on December 14, 2010 at 100 Cambridge Street, Boston, MA 02114, 2nd floor, Conference Room B.

Chairman Bowles observed the presence of a quorum of the Board and called the Meeting to order at 10:05 am:

I. Adoption of the Meeting Minutes from the November 9, 2010 Clean Energy Center Board of Directors Meeting

The Board reviewed the draft minutes. Upon a motion made by Mr. Giudice and seconded by Mr. Aikens, it was unanimously and without abstention or discussion VOTED at 10:07 am:

To adopt the November 9, 2010 Board Meeting Minutes as drafted.

II. Update by Secretary Ian Bowles and Mr. Patrick Cloney

Chairman Bowles welcomed Secretary Sullivan to the MassCEC Board and provided the Board with a brief overview of MassCEC's accomplishments.

Mr. Cloney provided the Board with updates on MassCEC's programs and projects and thanked Secretary Bowles for his, leadership, support, and inspiration and noted that he would be greatly missed.

Mr. Giudice proposed that the Board pass a motion to formally thank Secretary Bolwes for his work.

Upon a motion made by Mr. Giudice and seconded by Mr. Robert, it was unanimously and without abstention or discussion VOTED at 10:30 am:

To thank Secretary Bowles for his work.

III. Recommendation for Funding to Commonwealth Solar Hot Water Residential Pilot Program

Ms. Wall presented the Board with information on the proposal. The Board reviewed the proposal.

The Board asked Ms. Wall questions regarding potential job creation and the cost per installed unit.

Upon motion made by Mr. Aikens and seconded by Mr. Giudice, it was unanimously and without abstention VOTED at 10:50 am:

To authorize the expenditure of \$500,000 in Fiscal Year 2011 and \$500,000 in Fiscal Year 2012 to fund the Commonwealth Solar Hot Water Pilot Program subject to terms and

conditions to be developed by staff and consistent with the staff memorandum; further, to authorize the Executive Director to issue individual awards under the Commonwealth Solar Hot Water Pilot Program and make program modifications, provided such modifications are consistent with the goals set forth above.

IV. Proposed Extension of the Cadmus Group Services

Mr. Brydges presented the Board with information on the proposal. The Board reviewed the proposal.

The Board briefly discussed the proposal.

Upon motion made by Mr. Aikens and seconded by Ms. Snyder, it was unanimously and without abstention VOTED at 10:54 am:

To award up to \$105,000 from the Massachusetts Renewable Energy Trust Fund to The Cadmus Group for the continuation of Renewable Energy Technical Support Services through March 1, 2011 and for Microwind Program Support Services and PTS Technical Support services through June 30, 2011.

I. Proposed Authorization for PowerOptions, Inc.

Secretary Bowles presented the Board with information on the proposal. The Board reviewed the proposal and briefly discussed how the proposal might affect the way that the Commonwealth currently does business.

Upon motion made by Dr. Carberry and seconded by Ms. Snyder, it was unanimously and without abstention VOTED at 11:00 am:

To authorize PowerOptions, Incorporated to continue administering its programs on behalf of MassCEC; provided that the MassCEC Board of Directors shall at all times retain full authority and discretion to rescind, modify or terminate the authorization granted to PowerOptions, Inc.; and provided further that in so authorizing PowerOptions to administer its programs, MassCEC assumes no obligations or liabilities of PowerOptions, Inc. whether now existing or hereafter arising.

I. MassCEC Financial Statements.

Mr. Cloney presented the Board with a brief overview of the MassCEC financial statements and the review process. Mr. Jordan recommended to the board that they approve the MassCEC financial statements.

Upon motion made by Mr. Aikens and seconded by Mr. Jordan, it was unanimously and without abstention VOTED at 11:01 am:

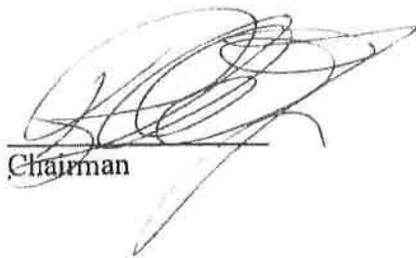
To accept the Massachusetts Clean Energy Center's Financial Statements for the fiscal year ending June 30, 2010.

There being no further business to discuss, upon motion made by Mr. Aikens and seconded by Mr. Giudice, it was unanimously and without abstention or discussion VOTED at 11:05 am:

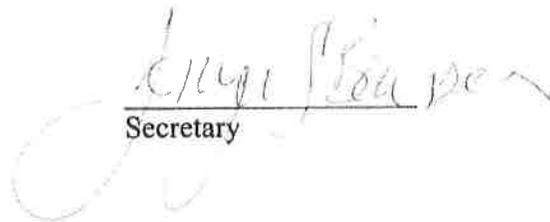
To adjourn.

Documents and Exhibits:

- PowerPoint Presentation presented by Ms Wall.
- MassCEC Financial Statements for year ending June 30, 2010



Chairman



Secretary

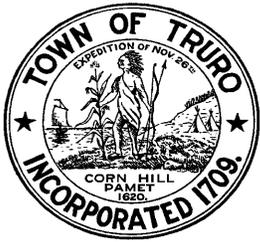
Value to Truro pre-12/31/16: \$1.8mn (estimated)

Contract Year	kWh Produced	Net Meter Credit Rate	Total Value of Credits	SunEd PPA Rate	Paid to SunEdison	Yearly PPA / Net Meter Benefit	Additional Lease/Tax Benefit	Total Value
1	625,000	\$ 0.1725	\$ 107,813	\$ 0.0950	\$ 59,375	\$ 48,438	\$ 28,625	\$ 77,063
2	621,875	\$ 0.1751	\$ 108,883	\$ 0.0950	\$ 59,078	\$ 49,804	\$ 28,625	\$ 78,429
3	618,766	\$ 0.1777	\$ 109,963	\$ 0.0950	\$ 58,783	\$ 51,180	\$ 28,625	\$ 79,805
4	615,672	\$ 0.1804	\$ 111,055	\$ 0.0950	\$ 58,489	\$ 52,566	\$ 28,625	\$ 81,191
5	612,593	\$ 0.1831	\$ 112,157	\$ 0.0950	\$ 58,196	\$ 53,960	\$ 28,625	\$ 82,585
6	609,530	\$ 0.1858	\$ 113,270	\$ 0.0950	\$ 57,905	\$ 55,365	\$ 28,625	\$ 83,990
7	606,483	\$ 0.1886	\$ 114,394	\$ 0.0950	\$ 57,616	\$ 56,778	\$ 28,625	\$ 85,403
8	603,450	\$ 0.1914	\$ 115,530	\$ 0.0950	\$ 57,328	\$ 58,202	\$ 28,625	\$ 86,827
9	600,433	\$ 0.1943	\$ 116,676	\$ 0.0950	\$ 57,041	\$ 59,635	\$ 28,625	\$ 88,260
10	597,431	\$ 0.1972	\$ 117,834	\$ 0.0950	\$ 56,756	\$ 61,078	\$ 28,625	\$ 89,703
11	594,444	\$ 0.2002	\$ 119,004	\$ 0.0950	\$ 56,472	\$ 62,532	\$ 28,625	\$ 91,157
12	591,472	\$ 0.2032	\$ 120,185	\$ 0.0950	\$ 56,190	\$ 63,995	\$ 28,625	\$ 92,620
13	588,514	\$ 0.2062	\$ 121,378	\$ 0.0950	\$ 55,909	\$ 65,469	\$ 28,625	\$ 94,094
14	585,572	\$ 0.2093	\$ 122,582	\$ 0.0950	\$ 55,629	\$ 66,953	\$ 28,625	\$ 95,578
15	582,644	\$ 0.2125	\$ 123,799	\$ 0.0950	\$ 55,351	\$ 68,448	\$ 28,625	\$ 97,073
16	579,731	\$ 0.2157	\$ 125,028	\$ 0.0950	\$ 55,074	\$ 69,953	\$ 28,625	\$ 98,578
17	576,832	\$ 0.2189	\$ 126,269	\$ 0.0950	\$ 54,799	\$ 71,469	\$ 28,625	\$ 100,094
18	573,948	\$ 0.2222	\$ 127,522	\$ 0.0950	\$ 54,525	\$ 72,997	\$ 28,625	\$ 101,622
19	571,078	\$ 0.2255	\$ 128,787	\$ 0.0950	\$ 54,252	\$ 74,535	\$ 28,625	\$ 103,160
20	568,223	\$ 0.2289	\$ 130,066	\$ 0.0950	\$ 53,981	\$ 76,084	\$ 28,625	\$ 104,709
Total						\$ 1,239,441	\$ 572,500	\$ 1,811,941

Value to Truro post-12/31/16: \$1.6mn (estimated)

Implication of missing ITC window: \$238,474 (estimated)

Contract Year	kWh Produced	Net Meter Credit Rate	Total Value of Credits	SunEd PPA Rate	Paid to SunEdison	Yearly PPA / Net Meter Benefit	Additional Lease/Tax Benefit	Total Value
1	625,000	\$ 0.1725	\$ 107,813	\$ 0.1150	\$ 71,875	\$ 35,938	\$ 28,625	\$ 64,563
2	621,875	\$ 0.1751	\$ 108,883	\$ 0.1150	\$ 71,516	\$ 37,367	\$ 28,625	\$ 65,992
3	618,766	\$ 0.1777	\$ 109,963	\$ 0.1150	\$ 71,158	\$ 38,805	\$ 28,625	\$ 67,430
4	615,672	\$ 0.1804	\$ 111,055	\$ 0.1150	\$ 70,802	\$ 40,252	\$ 28,625	\$ 68,877
5	612,593	\$ 0.1831	\$ 112,157	\$ 0.1150	\$ 70,448	\$ 41,709	\$ 28,625	\$ 70,334
6	609,530	\$ 0.1858	\$ 113,270	\$ 0.1150	\$ 70,096	\$ 43,174	\$ 28,625	\$ 71,799
7	606,483	\$ 0.1886	\$ 114,394	\$ 0.1150	\$ 69,746	\$ 44,649	\$ 28,625	\$ 73,274
8	603,450	\$ 0.1914	\$ 115,530	\$ 0.1150	\$ 69,397	\$ 46,133	\$ 28,625	\$ 74,758
9	600,433	\$ 0.1943	\$ 116,676	\$ 0.1150	\$ 69,050	\$ 47,626	\$ 28,625	\$ 76,251
10	597,431	\$ 0.1972	\$ 117,834	\$ 0.1150	\$ 68,705	\$ 49,130	\$ 28,625	\$ 77,755
11	594,444	\$ 0.2002	\$ 119,004	\$ 0.1150	\$ 68,361	\$ 50,643	\$ 28,625	\$ 79,268
12	591,472	\$ 0.2032	\$ 120,185	\$ 0.1150	\$ 68,019	\$ 52,166	\$ 28,625	\$ 80,791
13	588,514	\$ 0.2062	\$ 121,378	\$ 0.1150	\$ 67,679	\$ 53,698	\$ 28,625	\$ 82,323
14	585,572	\$ 0.2093	\$ 122,582	\$ 0.1150	\$ 67,341	\$ 55,242	\$ 28,625	\$ 83,867
15	582,644	\$ 0.2125	\$ 123,799	\$ 0.1150	\$ 67,004	\$ 56,795	\$ 28,625	\$ 85,420
16	579,731	\$ 0.2157	\$ 125,028	\$ 0.1150	\$ 66,669	\$ 58,359	\$ 28,625	\$ 86,984
17	576,832	\$ 0.2189	\$ 126,269	\$ 0.1150	\$ 66,336	\$ 59,933	\$ 28,625	\$ 88,558
18	573,948	\$ 0.2222	\$ 127,522	\$ 0.1150	\$ 66,004	\$ 61,518	\$ 28,625	\$ 90,143
19	571,078	\$ 0.2255	\$ 128,787	\$ 0.1150	\$ 65,674	\$ 63,113	\$ 28,625	\$ 91,738
20	568,223	\$ 0.2289	\$ 130,066	\$ 0.1150	\$ 65,346	\$ 64,720	\$ 28,625	\$ 93,345
Total						\$ 1,000,967	\$ 572,500	\$ 1,573,467



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

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

REQUESTED MEETING DATE: December 15, 2015

ITEM: Discussion and Recommendation of the SMART Committee Recommendation on the PAYT (Pay AS You Throw) Program

EXPLANATION: The SMART/PAYT Committee concluded that implementing such a program would save the Town money and increase Truro's recycling rate. The Committee further recommended not to endorse single stream recycling and that the Truro Board of Health adopt a regulation requiring commercial trash haulers to offer bundled services to include recycling should a SMART/PAYT program be implemented. After the Committee's presentation to the Board at the December 1 meeting, the Board deferred discussion and recommendation to the next regularly scheduled meeting.

FINANCIAL SOURCE (IF APPLICABLE): The Town would initially purchase the bags through a vendor at annual cost of approximately \$33,192, however the revenue generated (approx. \$225,030) from the purchase of the bags by residents would offset this cost.

IMPACT IF NOT APPROVED: Truro's solid waste disposal costs will continue to increase as the SEMASS/Covanta tipping fee costs increase annually.

SUGGESTED ACTION: *MOTION TO recommend or not recommend the PAYT program to the Board of Health.*

ATTACHMENTS:

1. PowerPoint Presentation
2. Letter to Board of Selectmen from Truro Resident Re: PAYT



Town of Truro
SAVE MONEY AND REDUCE TRASH
PAY AS YOU THROW
COMMITTEE REPORT



NOVEMBER 2015

CAPE COD BAY



INTRODUCTIONS

SMART COMMITTEE MEMBERS

Tracey A. Rose, Chair, Board of Health Representative

Bob Weinstein, Board of Selectman Representative

Roberta Lema, Finance Committee Representative

Normand “Tippy” Scherer, Recycling Committee Representative

Axel J. Schmidt, Community member

Tom Cummiskey, Community member

Katherine Black, Secretary, Community member

Rae Ann Palmer, Town Manager

Jay Norton, Dept. of Public Works Director

Pat Pajaron, Health Agent

Resource: David Quinn, Municipal Assistance Coordinator,
MassDEP/ Barnstable County

The COMMITTEE'S CHARGE

“To research and report on the feasibility of, and make recommendations for implementing programs to reduce Truro’s solid waste disposal costs— specifically the benefits and drawbacks, if any, of SMART (Save Money and Reduce Trash) also known as PAYT (Pay As You Throw) and Single Stream Recycling Programs. The Committee will also investigate and report on the current operating costs of the transfer station and also investigate associated in-kind technical assistance grants from Massachusetts Department of Environmental Protection.”*

*Taken from BOS memo to SMART Committee, dated 10/14/14.

GOALS AND OBJECTIVES

- TO REDUCE THE TONNAGE OF WASTE THAT IS SENT OFF CAPE TO WASTE PROCESSING CENTERS
- TO ADDRESS THE NEED TO IMPROVE TRURO'S RECYCLING RATE
- IMPLEMENT A FAIR AND EQUITABLE SYSTEM

CONSIDERED

- Pay As You Throw program
- Single Stream/ Dual Stream Recycling
- Increasing Transfer Station sticker cost
- Impact of commercial trash haulers
- Impact on large and low income families
- Bundling of Trash and Recycling services provided by commercial haulers
- Composting at the Transfer Station
- Community outreach

PAY AS YOU THROW

“The single most effective tool to reduce waste and increase recycling.

- Equitable— like utilities, you pay for what you use
- Environmental benefits— more recycling, less waste
- Reduces cost in system; savings in avoided disposal costs
- Signals to residents true costs of solid waste
- Enables people to manage the cost of their refuse and provides an incentive to recycle and compost

PAY AS YOU THROW (PAYT) GREEN WASTE SOLUTIONS

2010 EPA STUDY

In a study of 228 New England communities, 113 of which have drop off transfer stations, 68 have PAYT, 45 do not.

PAYT drop off transfer station communities generate **53% less waste per capita** than non PAYT communities.

* Reference: David Quinn, Regional Waste Reduction Coordinator, Barnstable County

PAYT IN MASSACHUSETTS

- 143 municipalities out of 351 (40%) currently have a SMART or PAYT program
- 85 are drop-off programs
- 58 are curbside
- Demographically diverse communities
- Majority are “bag programs” (other programs are tags/ stickers, punch cards, weight based or a hybrid)

* Reference: David Quinn, Regional Waste Reduction Coordinator, Barnstable County

PROVEN RESULTS

- Trash tonnage decreases 25-50%
- Recycling tonnage increases 10-25%
- 40 of the 50 highest municipal recycling rates are in PAYT communities
- Average recycling rates:
 - PAYT municipalities- 36%
 - Non-PAYT municipalities- 24%

* Source: MassDEP website

TOWN OF WELLFLEET

First Year (Fiscal Year 15) Review of SMART Program

- Transfer Station sticker fees were reduced from \$55 annually to current fee of \$25
- 30% decrease in MSW handled through the Transfer Station compared to previous year
- 24% increase in recyclable materials compared to previous year
- \$27,389 was the savings realized for tipping fees and transportation costs

TOWN OF SANDWICH

Started PAYT July 2011. Selectmen voted to implement.

COST AVOIDANCE (Compared to Pre-PAYT)

Year 1: Trash Down 42% \$129,340

Year 2: Trash Down 50% \$150,537

Year 3: Trash Down 48% \$146,034

3 Year Total \$425,911*

* Based on SEMASS Tipping Fees, UCRTS Operations and Mass Coastal Rail Transportation

* Source: David Quinn, Barnstable County

Other Savings: Town Operational Costs (Equipment, Labor, Transportation)

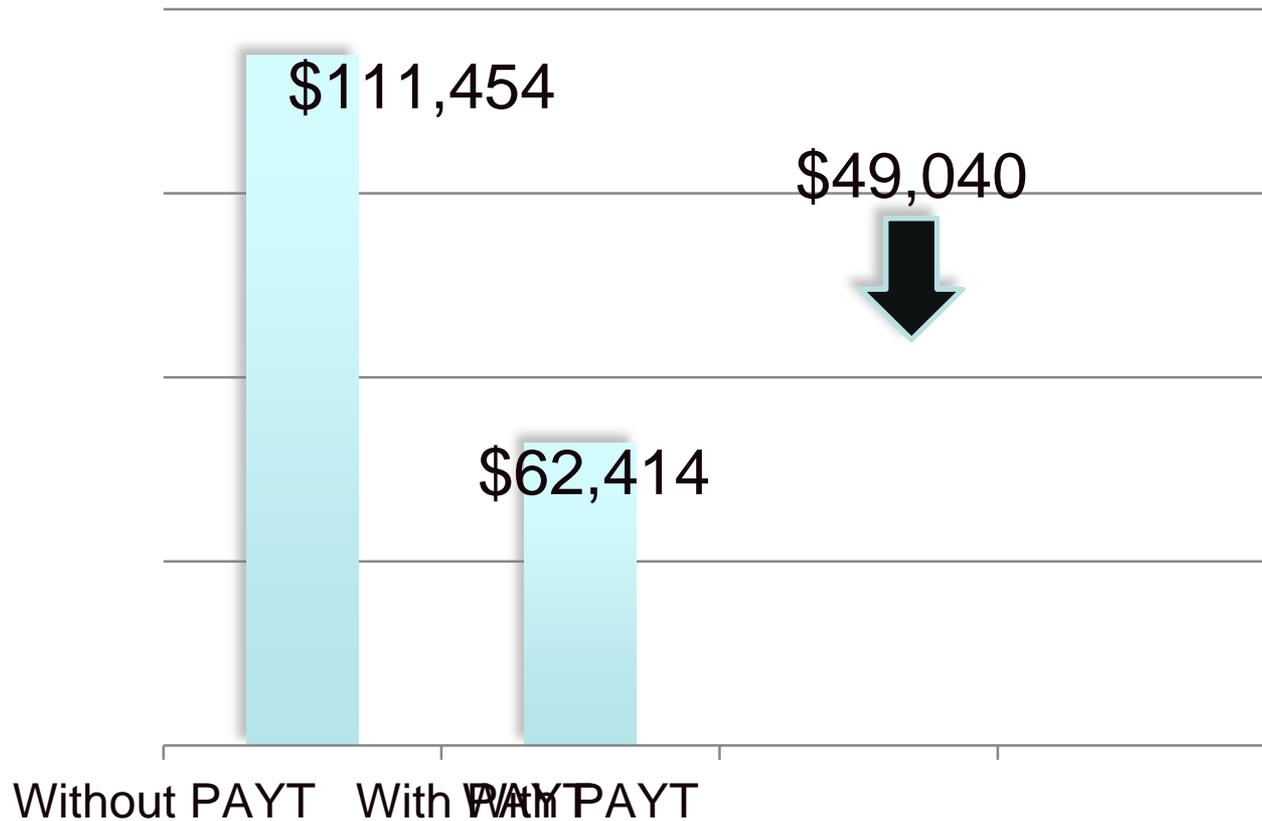
TOWN of BREWSTER

First Year Review - PAYT

- Annual transfer station fee reduced from \$110 to \$45.
- 1st 12 months amount of trash disposed of reduced from 2509 tons to 1319 tons, a 47% reduction.
- Total disposal and transportation savings: \$59,838
- Recycling increased 26%; an additional 206 tons.

Fact: Truro would spend far less on waste with pay-as-you-throw

PROJECTED ANNUAL WASTE DISPOSAL COSTS



Source: Fiscal Year 2014 Town of Truro Annual Report

TRURO DATA **

FY	MSW TONS	COST PER TON	DISPOSAL COST
FY10	1,443	\$28.45	\$41,050
FY11	1,547	\$29.49	\$45,623
FY12	1,429	\$29.54	\$42,208
FY13	1,550	\$30.35	\$47,048
FY14	1,735	\$31.49	\$54,629
FY15	1,964	\$42.90	\$84,259
FY16*	1,964	\$65.00	\$127,660

* Estimate

**Prepared by David Quinn, MassDEP/ Barnstable County
Municipal Assistance Coordinator, see report for further detail

NOTE: Municipal Solid Waste (MSW)

TRURO OPTIONS

1. Status quo— no change in sticker fee or program:
Status quo results in the Town absorbing \$73,031 in MSW disposal costs not covered by sticker fees
2. Increase in sticker fee to \$130 per resident per year
Increase in sticker fees covers increase in MSW disposal costs
3. Implement PAYT
PAYT implementation reduces resident sticker fee to \$25/ year and with expected 44% reduction in MSW, a balance of \$49,040 is estimated, after paying MSW disposal costs.

TRURO SMART PRESENTATION

TRURO TRANSFER STATION

REVENUE VS. EXPENDITURES

Receipt percentage of direct operating cost

<u>FY</u>	<u>Expenditures</u>	<u>Transfer Station Receipts*</u>	<u>%</u>
2012	\$ 316 K	\$ 154,252	49%
2013	\$ 309 K	\$ 191,370	62%
2014	\$ 342 K	\$ 206,201	60%
2015	\$ 420 K	\$ 199,543	47%
2016	-----	-----	-----

TRURO SMART PRESENTATION

Post-Transition Period Projected Revenues

□ Post-transition period projected revenues (July-2016 to June 30, 2017)

REVENUE SOURCE	NUMBER	PRICE	TOTAL
Primary sticker sales	1731	\$ 25.00	\$ 43,275 K
Second sticker sales	1012	\$ 10.00	\$ 10,120 K
33 gallon bags	112,515	\$ 2.00	\$ 192,030 K *
miscellaneous (white goods, tv's, etc.)			\$ 5,000 K
TOTAL REVENUE 7-1-2016 thru 6-30-2017			\$250,000 K

* Total reduced by estimated 15% administration fee

(scenario B)

33 gallon bags	65000	\$ 2.00	\$ 130,000 K
15 gallon bags	47515	\$ 1.00	\$ 47,515 K
			\$ 151,000 K*

*Total reduced by estimated 15% administration fee

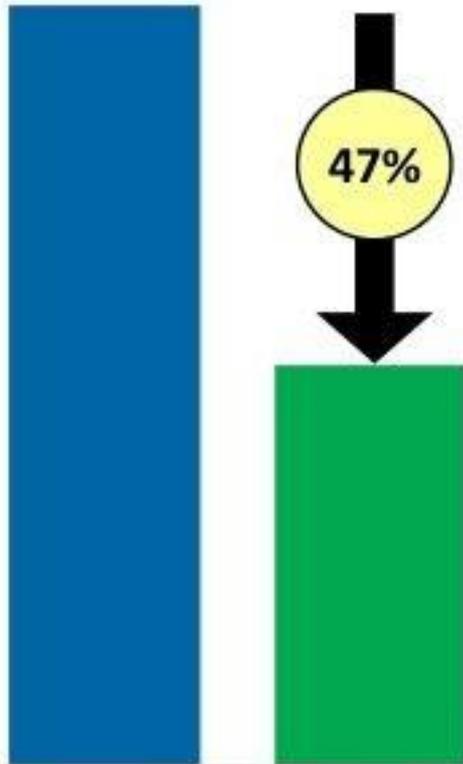
SCENARIO USING STANDARD TALL KITCHEN BAGS

Number of \$1 Kitchen Size Bags

Total Annual Costs

HOUSE-HOLD SIZE	ANNUAL STICKER FEE	LOW END 422 LBS PER PERSON	HIGH END 600 LBS PER PERSON	LOW END	HIGH END
1 Person	\$25	32	46	\$57	\$71
2 Person	\$25	65	92	\$90	\$117
3 Person	\$25	97	138	\$122	\$163
4 Person	\$25	130	185	\$155	\$210
5 Person	\$25	162	231	\$187	\$256
6 Person	\$25	195	277	\$220	\$302
7 or more Person	\$25	227	323	\$252	\$348

**Brewster
Waste Tonnage**

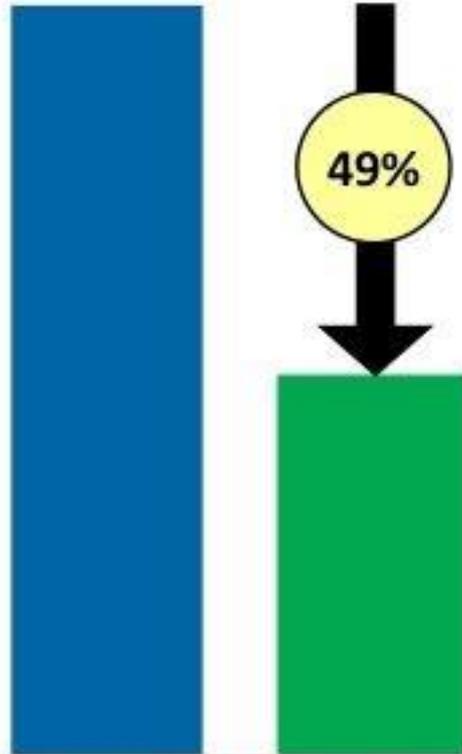


Before
PAYT

With
PAYT

*\$44,400 saved
in nine months*

**Sandwich
Waste Tonnage**

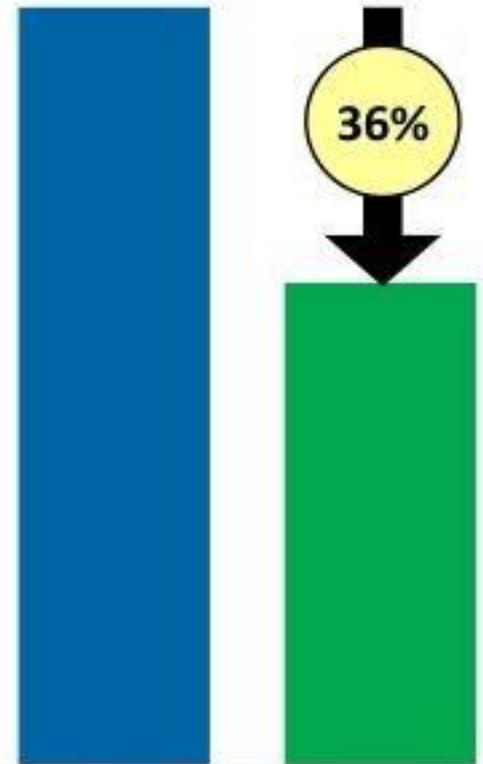


Before
PAYT

With
PAYT

*\$594,000 saved
in four years*

**Wellfleet
Waste Tonnage**



Before
PAYT

With
PAYT

*\$3,000 saved
in three months*

RECYCLING SUBCOMMITTEE REPORT

- A review of single stream and dual stream recycling was completed, with dual stream recommended
- Review of revenues and costs for recycling was completed
- Requirement that commercial haulers offer recycling services bundled with trash services
- Composting options to be adopted by the Transfer Station were researched

PUBLIC OUTREACH SUBCOMMITTEE REPORT

- Provided pamphlets and hand-outs to those attending Truro Town Meeting, April 2015
- Worked with the Provincetown Banner to publish an article in July 2015 which described PAYT and the research being done by the SMART committee
- Information sheets can be provided at the Transfer Station that include tips on recycling and composting
- Information and tips provided for small households
- Options to assist low income families were considered

A Board of Health Regulation/Policy would have to be adopted in order for Truro to be eligible for certain grant monies.

The following is an example only of a proposed regulation/policy...

“All persons and all commercial trash haulers that hold a valid trash haulers business license in the Town of Truro, collecting trash in Truro providing subscription service to households otherwise eligible for the town’s solid waste and recycling program must provide trash and recycling services at one bundled price. Residents subscribing to private waste collection shall not have the option of paying for trash collection service only at a lower price.”

*State/DEP grant monies are available to towns, provided a policy like this is in place

DOES THE SMART COMMITTEE RECOMMEND
THE TOWN OF TRURO IMPLEMENT A
SAVE MONEY AND REDUCE TRASH
“SMART”PROGRAM?

YES, the committee voted 4 in favor of
and 3 opposed to recommending this type
of program to the Board of Selectmen.
Based on our comprehensive analysis,
we feel a SMART program would save
the Town of Truro money.

REASONS FOR A YES VOTE

- Analysis demonstrates savings of \$25,000 to \$75,000 per year in disposal costs.
- Residents have an opportunity to manage their own costs as they pay only for the disposal service they use.
- Recycling increases by 25% or more in towns that have a SMART program.
- Sandwich, Brewster and Wellfleet have these programs already up and running and have realized savings, with statistics to prove it.
- SMART programs are environmentally friendly and in keeping with Truro's "GREEN COMMUNITY" designation.

REASONS FOR A NO VOTE

- Recycling could be increased by more citizen education.
- Transfer Station budget is not out of line, compared to Truro Police Department, Fire Department and School Department.
- Additional revenue from commercial haulers has been realized since August 2015 due to a new scale at the Transfer Station, which could help cover the increase in the tipping fees.
- Because of the new scale, out of town commercial compactor trucks have stopped coming to Truro, reducing MSW.
- Transfer Station should receive all monies to off-set its budget.
- People, taxpayers, older people and visitors just don't want to do this. Truro is small.

ADDITIONAL VOTES

DOES THE TRURO SMART COMMITTEE RECOMMEND TO THE BOS THAT THE BOH ADOPT A REGULATION/POLICY REQUIRING THAT THE LOCAL COMMERCIAL TRASH HAULERS THAT HOLD A BUSINESS LICENSE

WITHIN THE TOWN OF TRURO OFFER BUNDLED SERVICES FOR THEIR CUSTOMERS?*

IN FAVOR-7 OPPOSED-0

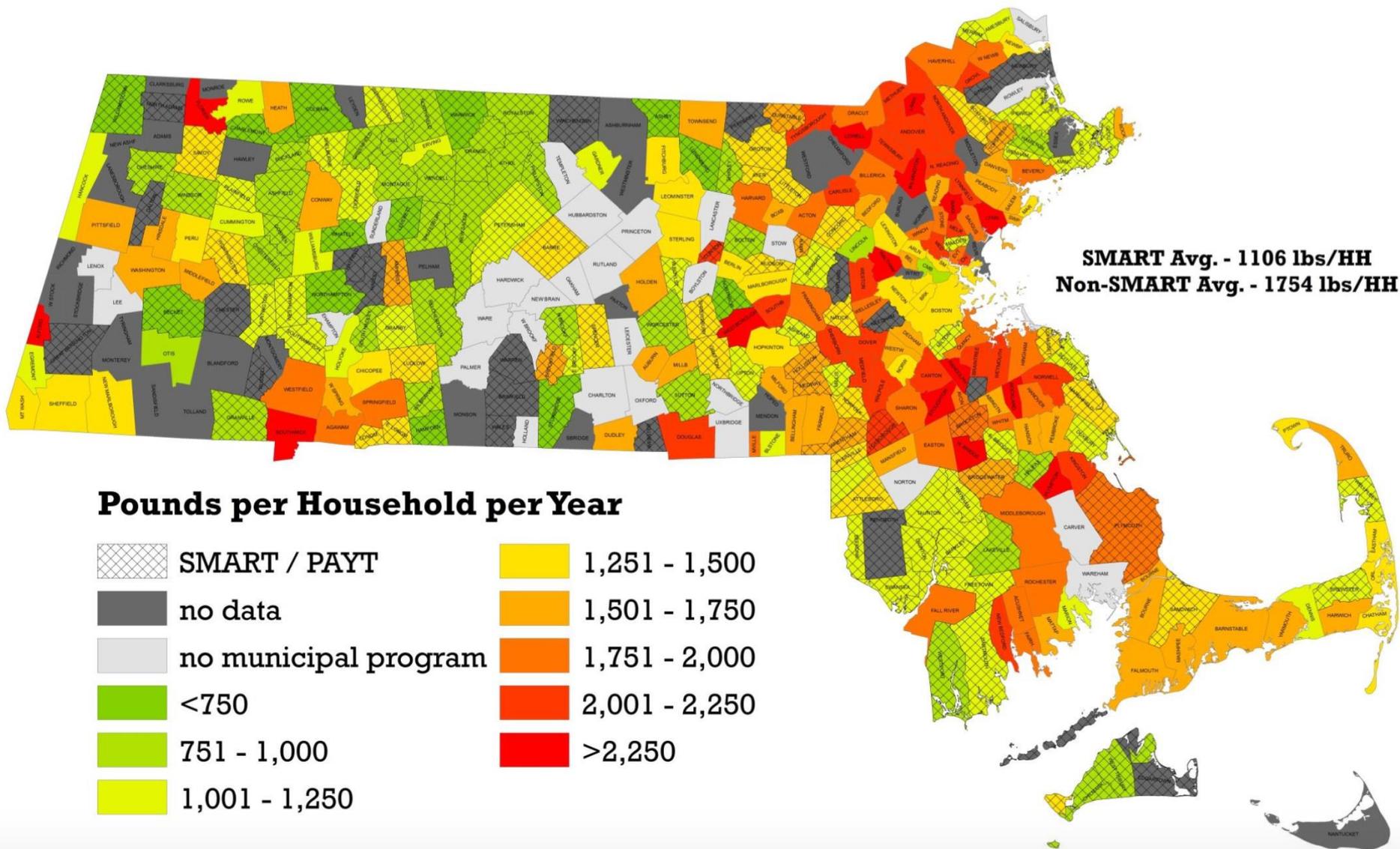
SMART COMMITTEE VOTE: YES

DOES THE TRURO SMART COMMITTEE RECOMMEND ENDORSING SINGLE STREAM RECYCLING?

IN FAVOR-0 OPPOSED-7

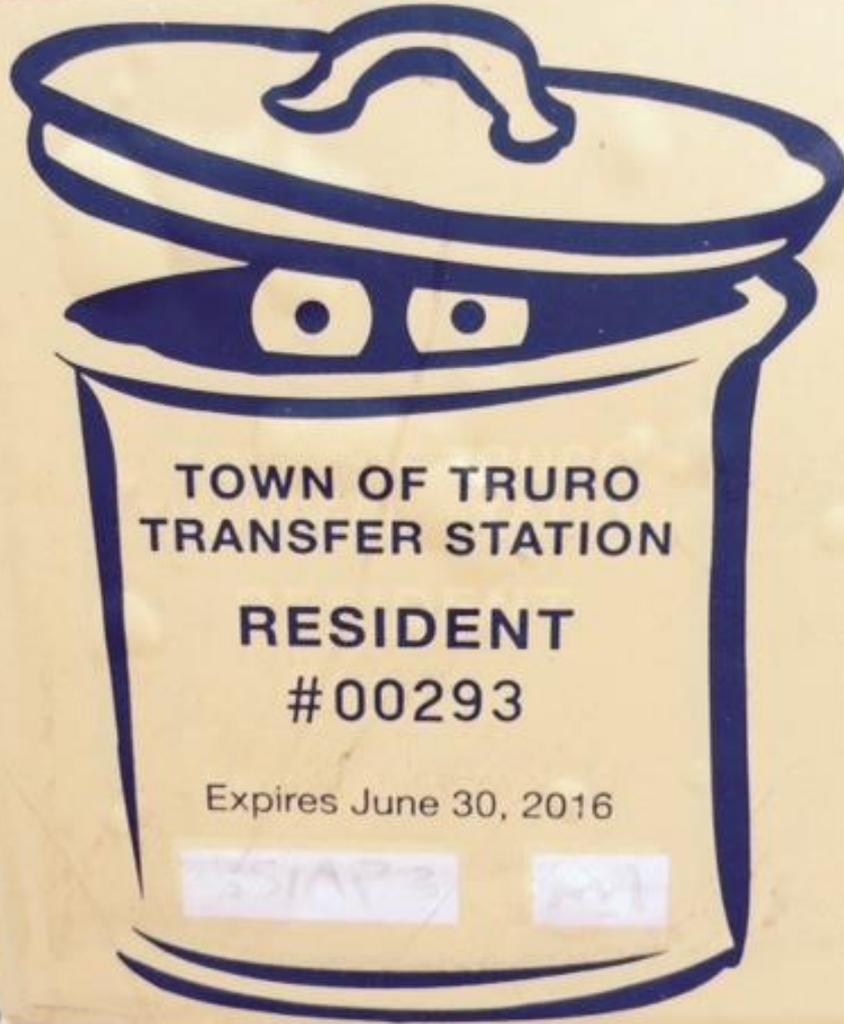
SMART COMMITTEE VOTE: NO

How Much Trash Did We Throw Out in 2013?



Map by David Quinn; Tonnage/HH Data from MassDEP CY2013 Solid Waste and Recycling Survey & DEP Municipal Assistance Coordinators; Massachusetts Municipal Boundaries from MassGIS





TOWN OF TRURO
TRANSFER STATION

RESIDENT
#00293

Expires June 30, 2016

351A73

24

Agenda Item: 5C2

December 4, 2015

Dear Selectpersons, Board of Health Members, and PAYT Ad-Hoc and Recycling Committee Members,

We would like to express our opposition to the PAYT proposal. We are people that compost, and diligently recycle newspapers, cardboard, glass, plastic, and cans on a weekly basis. The same cannot be said for the Town of Truro. It strikes us as glaring that you make no provisions for recycling at our town beaches. Instead, our DPW mixes all of the trash together and throws it into the hopper. The same can be said for the commercial trash haulers that regularly dump at our recycling center. They too mix trash and recycling. The town could save a considerable amount of money by changing those policies at very little cost to the taxpayers.

We pay the town of Truro a substantial amount of money in real estate taxes every year. In addition, we pay our neighborhood association \$500.00 a year in road maintenance fees. We think given the amount of revenue that the town already receives, you should not be putting a regressive tax on families that use our recycling facility. PAYT is especially hard on young families with children who produce more trash. These very families are who the town of Truro hopes to retain and attract to our community.

We would like to suggest that there are other cost saving proposals that could be put into effect at the recycling center. Time and again, we have noticed that a lot of cars throw trash into the hopper and yet they do not have dump stickers. We would like to see more vigilant enforcement of the sticker requirement in order to dump at our facility. We also see the need for having the dump open 7 days a week in June, July and August. However, we propose that you cut down the number of dump days to 5 during the rest of the year. You should keep the recycling center open on Saturdays and Sundays and close it for two days during the middle of the week. Please let us know your position on these issues.

Sincerely,

Ann M. Courtney

Richard T. Courtney 3rd

amcourtney@comcast.net

rtcourtney@comcast.net

7 High Ridge Rd, Truro



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

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

REQUESTED MEETING DATE: December 15, 2015

ITEM: Discussion and possible recommendation on maintenance and snow removal on private roads including roads within the Cape Cod National Seashore.

EXPLANATION: The Board of Selectmen established the following Objective as a part of their FY2016 Goals and Objectives, under Town Services, TS 4 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. The Board and staff discussed this topic and the report prepared by DPW Director Jay Norton at the December 8th Work Session. This discussion will address any changes the Board wishes to make to Policy 17.

SUGGESTED ACTION: *Motion to*

ATTACHMENTS:

1. Board of Selectmen Policy #17 (2/18/2004)
2. Snow Report



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
 Tel: (508) 487-2702 Fax: (508) 487-2762

Policy Memorandum #17

Date: 18 February 2004

Subject: **Policy for Repair or Snow Plowing of Private Roads**

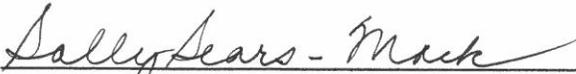
Repairs on Private Way

Repair work on private ways by the Truro Department of Public Works (DPW) will be limited to temporary repairs and scheduled only when indicated by emergencies. The DPW Director, in consultation with the Town Administrator (or, in his/her absence, the Assistant Town Administrator or the Chairman of the Board of Selectmen, or, in the absence of the Chairman, the Vice-Chairman, or the Clerk), shall determine whether or not an emergency exists, and shall oversee the appropriate temporary repair after receiving permission from abutters. The repair shall be limited to filling in of holes with sand, gravel, or other suitable material in order to make said way passable, and shall not include construction, reconstruction, resurfacing, or drainage of said ways. There will be no betterment charge.

Snow Removal from Private Ways

Removal of storm debris, snow, and ice from a private way shall be undertaken only when indicated by emergencies. The hierarchy noted above shall be employed in making such determination and shall, in the case of senior citizens, also include the Outreach Director of the Council on Aging (COA) or her/his alternate. To assist further in making such a determination, the COA shall keep and make available to the Police and Fire Departments, the DPW, and Town Administrator a comprehensive and up-to-date list of seniors who are known to be ill, fragile, living alone, and/or in financial difficulty.

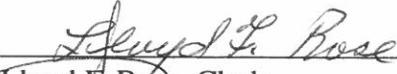
N. B. In the unlikely unavailability of all those persons listed in the decision-making hierarchy in either of the above circumstances, the DPW Director shall be empowered to make the determination.



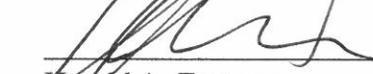
 Sally Sears-Mack, Chairwoman



 Christopher R. Lucy, Vice Chairman



 Lloyd F. Rose, Clerk



 Harold A. Eastman



 Paul J. Asher

Truro Board of Selectmen

SNOW REMOVAL POLICY RESEARCH PROJECT

Town of Truro

Abstract

The purpose of this document is to give the Town insight for developing and implementing their own snow removal policy. Information was gathered from surrounding towns to understand how they operate and manage their snow removal activities, in particular – private roads. This is a working document that will strengthen with further comment from staff and elected officials.

Jay Norton

Director of Public Works, Town of Truro
November 10, 2015

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Objective

The winter of 2014-2015 brought record breaking snowfall to the Town of Truro. Due to these circumstances, the Truro Department of Public Works (herein referred to as DPW) aided the Town with snow removal services for both Public and Private roads (emergency basis). Although the Town is not currently responsible for plowing private roads, requests were received by the DPW Director and/or the Town Administrator on numerous occasions. The requests for plowing private roads were granted if it were deemed necessary to avoid a public safety hazard. For example, citizens would call if an oil delivery truck was unable to deliver to their residence, if someone needed care from a visiting nurse or if they required critical medication. In addition, DPW assisted fire and rescue when responding to a call on a private road.

Not anticipating the severity of the winter, many of the homeowners and associations on private roads did not have snow removal contractors lined up in advance. As a result, the DPW was asked to aid in snow removal on these private roads to avoid various hazards to public safety. After discussions with staff, elected officials and citizens, it was agreed that an updated snow removal policy ought to be investigated to allow for consistent practices in the future.

The purpose of this document is to review and compare how other towns across the Cape have implemented their snow removal policies for their public and private roads. This will be a tool in reviewing the Town's practices in an attempt to keep the public and staff as safe as possible.

Facts

The Town of Truro consists of approximately 40 miles of Town roadways and approximately 120 miles of private roadways. The condition of the private ways vary from gravel, bituminous pavement, dirt, sand etc. We do not have a current estimate on the percentage of paved vs. sand roads at this time, but are considering options to approach this topic. The DPW employs 13 employees, not including the Director. Out of those 13 employees, 9 of them plow. The DPW Director also assists with plowing. The remainder of the 4 employees assist with shoveling and/or salting the walkways.

The DPW has approximately 10 trucks for plowing, varying in size and capability. 6 of these trucks also are equipped with spreaders to distribute sand to the roads prior to plowing activities. Currently, the Town of Truro does not hire outside contractors for snow removal purposes.

Massachusetts General Laws

This section describes the laws that pertain to snow and ice removal for municipalities. If the Town were to pursue accepting responsibility for private roads, Chapter 40 Section 6D indicates that an official ballot would be required at the annual town election.

MA General Laws Chapter 40 Section 6C:

Section 6C. A city or town which accepts this section in the manner provided in section six D may appropriate money for the removal of snow and ice from such private ways within its limits and open to the public use as may be designated by the city council or selectmen; provided, that, for the purposes of section twenty-five of chapter eighty-four, the removal of snow or ice from such a way shall not constitute a repair of a way.

MA General Laws Chapter 40 Section 6D:

Section 6D. Section six C shall be submitted for acceptance to the registered voters of a city at a regular city election if the city council thereof so votes, and of a town at an annual town election upon petition of two hundred registered voters or of twenty per cent of the total number of registered voters, substantially in the form of the following question, which shall be placed on the official ballot used for the election of officers at such city or town election:

Shall the city (or town) vote to accept the provisions of section six C of chapter forty of the General Laws, which authorize cities and towns to appropriate money for the removal of snow and ice from private ways therein open to public use?

YES.	<input type="checkbox"/>
NO.	<input type="checkbox"/>

If a majority of the votes in answer to said question is in the affirmative, then said section shall thereupon take full effect in such city or town, but not otherwise.

Town Comparison Table

	Policy	Plow Private Roads	Travel surface width	Height clearance	Shoulder width	Road surface	Turnaround required	Yearly inspections
Barnstable	Yes	Yes	None	None	None	None	None	None
Dennis	Adopted 8/4/09	Yes	10' (1 lane)	14'	2' both sides	no ruts more than 2" deep	Yes	September
Harwich	Adopted 10/6/03	Yes	10' (1 lane)	14'	2' both sides	no ruts more than 2" deep	Yes	September
Chatham		Yes	12'	12'	2' both sides	no ruts more than 2" deep	Yes	September
Brewster		Yes	10'	12'	2' both sides	no ruts more than 3" deep	Yes	July 31st and Nov 1
Eastham	Adopted 9/8/15	Yes (petition)	20'	14'	2' both sides	no ruts more than 2" deep	Yes	September
Wellfleet	On hold							
Provincetown	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

As portrayed in this table, the majority of the surrounding towns have implemented policies that initiate an inspection process every year to address which private roads are acceptable for plowing.

Options and Estimated Cost Analysis

*Assumption made as to the amount of regular hours dedicated to snow removal.

**Assumption made as to the amount of overtime hours based on an average rate.

	Hrs	FY '12	Hrs	FY '13	Hrs	FY '14	Hrs	FY '15
5100 Overtime** \$44/hr	264	\$11,603.63	920	\$40,485.71	1,022	\$44,973.79	1,431	\$62,969.29
5200 Services		\$0.00		\$225.00		\$0.00		\$0.00
5400 Materials		\$7,635.43		\$8,458.02		\$19,439.96		\$33,062.91
Regular Hours* (\$26/hr)	1600	\$42,947.00	1,600	\$42,947.00	1,600	\$42,947.00	2,000	\$53,684.00
Totals	1864	\$62,186.06	2,520	\$92,115.73	2,622	\$107,360.75	3,431	\$149,716.20
Average Rate per SF @ 4,695,300 SF (From Totals)		\$0.0132		\$0.0196		\$0.0229		\$0.0319

	30 Miles	60 Miles	90 Miles	120 Miles
SF at 12' wide	1,900,800	3,801,600	5,702,400	7,603,200
Town Cost at FY'14 rate	\$43,462.89	\$86,925.78	\$130,388.67	\$173,851.57
Approximate Hours (\$40.95/hr)	1,062	2,123	3,185	4,246
Cost per mile	\$1,449	\$1,449	\$1,449	\$1,449

Note: This option would require hiring more staff and purchase of additional equipment/material.

	30 miles	60 miles	90 miles	120 miles
Contractor \$100/hr	\$106,151.85	\$212,303.70	\$318,455.54	\$424,607.39
Cost per mile	\$3,538	\$3,538	\$3,538	\$3,538

Note: This option considers an average rate as the type of equipment would differ on various roads.

Table 1 above explains what the DPW has expended over the past 4 Fiscal years for snow removal. Table 2 estimates what it would cost the Town to introduce plowing of private roads utilizing Town staff (several scenarios). Table 3 estimates what it would cost the Town to hire outside contractors for snow and ice removal. A unit rate was set per square foot of roadway to determine an estimated cost for Town responsibilities. A per mile fee was considered, however; the DPW maintains various parking lots that made it difficult to estimate by the mile. So an estimation of square footage was analyzed to calculate the rate per SF. This rate was then used to estimate the projected cost to consider plowing private roads which could then translate back to a per mile cost as seen in table 2 & 3.

The table includes various scenarios of how many miles of private roads could be plowed. This is assuming that an inspection process would be implemented to determine compliance with standards the Town would need to develop. Also, there could be stipulations on when plowing of private roads would be triggered, i.e. if the snowfall amount exceeds 1 foot – the Town would plow the private roads after the Town responsibilities were fulfilled. Another idea would be to contract out these services to private contractors.

Nonetheless, if the Town were to consider taking on more plowing responsibility, there would be a financial impact. This could result in purchasing additional equipment, additional material and/or hiring seasonal laborers. If the Town were to consider hiring outside contractors, the following provides the current going rate (obtained from a local contractor) for various equipment: 1 Ton pick up (\$85/hr), Front-end loader (\$97/hr), 6 Wheeler (\$140/hr), 6 Wheeler with wing plow (\$187/hr).

Here are a few alternatives to commence the discussions:

1. No major changes, update current policy and plow private roads on an emergency basis only.
2. Plow ALL private roads utilizing Town staff.
3. Plow ALL private roads utilizing outside contractors.
4. Plow private roads that meet certain criteria utilizing Town staff.
5. Plow private roads that meet certain criteria utilizing outside contractors.

APPENDIX A - Town of Harwich

Minimum standards adopted by The Board of Selectmen, October 6, 2003

- The travel lane for any private road shall be no less than ten (10') feet wide. There must be at least one (1) travel lane for a plow to work that is a minimum width of ten (10') feet.
- Roadside clearance of any obstacles, including vegetation, shall be no less than two (2') feet either side. This includes, but is not limited to, fences, mailboxes, stonewalls, rocks, shrubs, trees or any other object that may be damaged by snow removal equipment. It also includes a shoulder that inhibits the movement of snow from the road to the shoulder during plowing.
- Height clearance shall be no less than fourteen (14') feet from the road surface. This is to ensure that branches or any other objects over hanging the roadway, when laden with snow, limit access of snowplows and emergency vehicles.
- There must be ample room for emergency vehicle to turn around if the road is a dead end. Space at the end of the road should be of sufficient size for emergency vehicles or town plows to be able to turn around in a safe manner
- Paved or unpaved private roads shall have no defects (potholes or ruts) exceeding two (2") inches in depth. Defects in the road surface must not deviate from grade more than two (2") inches. This includes, potholes, ruts, protruding manhole covers, catch basins and roots.
- All private roads shall have a visible street sign, which must be an acceptable Municipal Uniform Traffic Control Device. These are the six (6") inch standard green reflective metal signs with four (4") inch white letters. This sign is to be mounted on a round or square metal post with appropriate mounting cap. A new standard, adopted by the Commonwealth of Massachusetts, will require these signs to be nine (9") inches high with six (6") inch letters by January 2012. We recommend that any new installations adhere to this new standard. Please contact the Highway Department for information on companies that supply these materials.
- This department, each September, will perform yearly inspections of all private roads. Property owners will be notified as to the repairs required to bring their roads into compliance. Should a road not meet minimum requirements, all the homeowners will be notified through the various media outlets by the Highway Department of the deficiencies and be given the opportunity to make repairs. When the repairs are completed the Highway Department will, upon request, re-inspect a roadway to ensure that it complies with standards and notify homeowners of their findings. If it does, plowing and sanding services will be provided.

Before the storm

If you mark the front of your property with reflectors, please be sure to place them at least one foot back from the pavement. This will enable us to clear to the edge of the road without damaging your lawn.

It is essential that cars be parked well off the roadways so that the plows can open the roads as much as possible.

Reduced visibility during a snowstorm sometimes makes it impossible to see mailboxes in time to avoid hitting them. Most often, it is the heavy, wet snow rolling off the plow that damages mailboxes. This cannot be avoided. Any installations within the road layout (mailboxes, sprinkler heads, etc...) are placed

at the owner's risk. We encourage residents to set their mailbox posts at the maximum usable distance from the road edge (two foot minimum is recommended).

During the storm

Please drive slowly. Excessive speed is the number one cause of winter accidents. On many occasions, people have tried to pass a plow or sander. Inexperienced motorists often do not realize that four-wheel drive does not make a vehicle stop faster. This can create a dangerous situation for themselves, as well as other drivers. Please give snow removal vehicles the right of way, and stay at least 100 feet back from sanders. Not only will this give you a safer surface to drive on, it will also prevent your vehicle from being sandblasted. Please do not drive in winter storms unless it is absolutely necessary.

After the storm

Before your final driveway cleanup, please check the street. If it is clean and opened up to its full width, then you are safe. If not, be assured that the plow truck will be back to fill in your driveway. This is not intentional. Like water, moving snow will follow the path of least resistance which, unfortunately, will be your freshly shoveled driveway. Please understand that neither the Town, nor its hired contractors, can come back to shovel or plow out your driveway. Another helpful hint for minimizing the windrow across your driveway can be seen in this [video](#).

If there is a catch basin in front of your house, you can help by making sure it is clear of snow and debris, which may prevent the road from draining properly.

Finally, please be patient. Snow removal is a very arduous and time-consuming task. Your DPW workers and hired snowplow contractors do not get a shift change. They work around the clock until the job is done. We strive for the safest roadways at a reasonable cost, and in the shortest period of time. The cooperation and support of Harwich residents and businesses is greatly appreciated.

As the snow starts, crews begin to sand their assigned routes. **Main roads and school bus routes are sanded first, with secondary roads being done as needed.**

When snow accumulation **has reached 2 to 3 inches**, plowing begins. Our primary objective is to keep the main roads open.

After the storm has ended, cleanup begins with the widening of all roads to ensure passability and to aid in drainage when the snow begins to melt. Crews continue to monitor all roads for icy spots and drifting snow. Usually, an application of salted sand is applied to all streets so that the riding surface remains drivable.

APPENDIX B - Town of Barnstable

Snow and Ice Control Operations Plan

I. Mission:

The mission of the Department of Public Works is to remove accumulations of snow and ice from town, county and most private roads, municipal parking areas and some town sidewalks/bike paths as rapidly and efficiently as possible. The safety and mobility of the community is of the utmost importance during any type of precipitation that may form ice and/or accumulating snow. The Department must respond immediately to each storm and the varying storm condition that may occur throughout the winter season to first maintain public safety on our roadways and as soon as possible to leave all other areas in an accessible condition.

II. Responsibilities:

The Department, through its Highway Division, has responsibility for snow and ice removal from:

- A. 461 miles of roads comprised of 271.19 miles of town roads and 190.05 miles of private roads.
 - 1. 151 miles or 30% of the roads are treated as primary and collector streets
 - 2. 310 miles or 70% of roads are treated as secondary or residential streets
 - 3. Private roads other than those listed on the “do not maintain list” receive snow and ice removal. Private driveways, easements, mutual access driveways and roads closed to the public do not receive snow and ice removal.
- B. 54 municipal parking areas containing 46 acres
- C. 90 miles of town sidewalk and four miles of bike path. Salt and sand treatment is limited to business districts.
- D. One major and four minor business districts.

III. Goals:

The Department's goal is to remove a large portion of the accumulated snow and ice from its areas of responsibility. The removal will be of sufficient width and depth to allow the adequately prepared public to travel at reduced speeds throughout the town. Removal is accomplished by applying a sand/salt mixture (assisted by liquid deicer at low temperatures) at various rates to create traction and speed the melting process. When required, plowing is used to remove excess or large accumulations of snow and ice in conjunction with the sand/salt treatment. The Department does not attempt to achieve bare pavement during any storm. The practice is far too expensive and the large quantities of salt required would be detrimental to the environment.

Under most circumstances, a large storm of 8" to 12" will require the following time frames to reach the previously described goals after the end of the precipitation.

- A. Primary or collector streets - 8 hours.

B. Secondary or residential streets - 16 hours

C. Sidewalks/Bike paths - 48 hours

D. Snow removal from business districts - 48 hours when needed. In the case of storms continuing for periods of 24 to 48 hours with accumulations of more than 12 inches, time delays proportionate to the depth of snow and length of storm will greatly increase the times listed in items B, C and D above.

IV. Authorization:

The Department operates pursuant to various state and municipal laws.

A. MGL Chapter 44 Section 31D pertains to incurring liability and making expenditures in excess of the available appropriation for snow and ice removal.

B. MGL Chapter 40 Section 6C pertains to appropriation of money for snow and ice removal from private ways.

C. Fiscal year snow and ice operating budget -pertaining to the available appropriation for snow and ice removal.

D. Town of Barnstable General Ordinance Article XII -pertaining to prohibitions of private property owners placing snow or ice onto a street or sidewalk and the removal of vehicles interfering with snow and ice operations within public ways.

V. Department Organization:

The Department officials, responsible for the administration, supervision and coordination of snow and ice control:

A. The Director of DPW is the official responsible for the oversight of the overall snow and ice control program.

B. The Highway Supervisor under general direction of the Director is the DPW official responsible for the direct supervision and administration of the operations.

C. The Highway General Foreman under the general direction of the Highway supervisor is the DPW official responsible for the detailed planning, organizing and coordinating operations.

VI. Situation:

The DPW Highway Division is located at 382 Falmouth Road, (Route 28), Hyannis, MA 02601. Telephone 790-6331 for snow and ice removal and 790-6330 for all other matters. Under normal conditions the Division operates on a five-day schedule, Monday through Friday, from 7:00 AM to 3:30 PM.

A. The Department of Public Works resources available to the Highway Division for snow and ice control are comprised of:

1. 52 DPW personnel (includes supervisory/administrative/mechanical repair staff and equipment operators).

2. 60 pieces of DPW equipment and 171 pieces of contractual equipment ranging from small sidewalk plows and pickup trucks to ten wheel trucks and heavy construction equipment.
3. A command center used to coordinate and communicate with DPW/Contractual personnel, fire/police personnel and the general public is located at the Highway Division Headquarters.
4. An equipment maintenance shop for repairs for DPW equipment during operations is located at the Highway Division Headquarters.
5. 3,000 tons of sand, 3,500 tons of salt, 300 tons of sand/salt mixture and 5,000 gallons of liquid deicer are stored at the Highway Division. 1,000 additional tons of sand/salt mixture and 2,000 gallons of liquid deicer are located at the Solid Waste Division.

VII. Concept of Operations:

The Department's snow and ice operations are divided into four different phases.

A. The preparation phase includes the following areas of preparation.

1. Pre-winter DPW equipment maintenance repairs and overall planning review etc beginning in September.
2. Employee training, contractor hiring, route designations and stockpiles of materials, fuels etc, are completed during October and November.
3. Supervisory personnel monitor weather forecasts and conditions from November to mid-April.

B. The readiness phase is activated when weather indicators warn of impending precipitation that may form ice and/or snow.

1. Supervisory personnel review the various forecasts for precipitation start time, duration and amount. Based on these indicators and local conditions, an opening operational strategy is formed.
2. DPW personnel in all divisions are notified of the impending conditions and equipment is checked for readiness.
3. During off duty hours, usually in the late evening and early morning hours, a snow and ice watch, consisting of 2 highway foremen, may be required due to the uncertainty of the precipitation start time. In addition, the police department notifies Highway personnel when snow and ice conditions begin to occur.

C. The Control Phase is activated as precipitation begins or as conditions warrant. During this phase various levels of response may be required.

1. Level One - sanding crews are dispatched to apply sand and salt on the primary and collector streets. These roads will receive constant attention throughout the storm. Secondary or residential streets and municipal parking areas are evaluated and if required, sand and salt are applied as the precipitation ends. In some case scenarios this

may commence without any precipitation present for the sole purpose of pre-treating roads for a more effective response.

2. Level Two - when it becomes evident through local conditions and up-dated weather forecasts that accumulating snow will be excessive, DPW/contractual personnel are dispatched to those areas that require plowing, including the sidewalks in the business portion of Main Street, Hyannis. As the storm ends and plowing is completed, sand and salt is applied to the effected areas. In some case scenarios contractors may be asked to respond to a meet point and standby before any precipitation is present for the sole purpose of a more effective response.

3. Level Three - addresses storms (blizzards) that exceed the available department and contractual resources. During this level, the Department's primary goal will be to keep major thoroughfares open for emergency vehicles. Private contractors with heavy construction equipment are hired to augment the existing forces. If an emergency is declared by the Town Manager, the Town of Barnstable Emergency Operations Plan will take effect. Assistance is requested from the Massachusetts Highway Department, Massachusetts Emergency Management Agency and Federal Emergency Management Agency. Communication and coordination with other town agencies and departments is continually maintained. Every possible resource available to the department is used to stabilize the condition and return the areas of responsibility to the established goals.

D. The cleanup phase is activated as the control phase nears completion.

1. Miscellaneous sanding and/or plowing duties are performed by DPW employees as required.

2. If required, sidewalk plowing begins with an emphasis on village centers and sidewalks adjacent to and radiating from public schools.

3. If required, as determined by the Director in communication with the Town Manager, excessive accumulations of snow are removed from the village business districts.

VIII. Interaction with Town Agencies/Public:

For the Department's plan to be successful, coordination and communication with other agencies and the public is of the utmost importance.

A. During any snow and ice operation

1. Police and fire personnel requesting assistance receive timely response by DPW equipment.

2. Public requests for assistance are reviewed by supervisory personnel for authenticity, type of response required and priority.

3. When weather conditions dictate the closing of municipal buildings or other facilities, the Town Manager will be notified, through the Director, of road and parking lot conditions by 5:00 AM or as soon as reasonable prior to scheduled openings for this decision. The Superintendent of Schools is advised of the present road conditions prior to school opening.

4. Updated road/storm conditions and the Department's progress in the operation are reported to the public and the news media upon request.

B. During severe storms

1. When plowing is curtailed due to low visibility, DPW equipment is based at the village fire stations to assist in emergency responses that may be required.
2. Town agencies having four-wheel drive vehicles assist in the effort to maintain the public safety and mobility.
3. When an emergency is declared by the Town Manager, the Town of Barnstable Emergency Operations Plan will Take Effect.
4. As Specified In The Town Code Snow And Ice removal (Adopted 3-61965, approved 3-25-1965 (Art. XII of Ch. III of the General Ordinances as updated through 7-7-2003, Section 206-5 Snow and Ice on Street Restricted (amended 11-6-1978, approved 6-1979), No person shall throw or put snow or ice into a street or on a sidewalk unless especially authorized by the Superintendent or his designee.

IX. Proviso:

The Department will, as weather conditions dictate, alter its plan of attack for a specific storm when the public interest and safety are better served.

APPENDIX C - Town of Dennis

Minimum standards for private ways to be eligible for emergency winter maintenance, consisting of snow plowing and sanding only, in accordance with Massachusetts General Law Chapter 40 Section 6c; adopted by The Board of Selectmen, August 4, 2009.

1. This policy is in effect for private ways open to the public. Private ways restricted or closed to the public by signage or gates more than one week per year shall not be eligible for snow removal services from the Town in accordance with Mass. G. L. c40, s6c. Examples of signs posted on private ways closed to the public include “No Trespassing”, “Private-Residents Only”, or “Keep Out”, etc.
2. The minimum width for the travel surface of any private way shall be no less than (10’) feet wide and open to the public.
3. The height clearance shall be no less than fourteen (14’) feet from the road surface. This is to ensure access to snow plows and emergency vehicles.
4. The roadside shoulder shall be free of any obstacles, on both side of the way, including vegetation, fences, mailboxes, stonewalls, rocks, shrubs, trees or any other object that may interfere with snow removal equipment. This shoulder shall be maintained no less than two (2’) feet on both sides of the roadway.
5. There shall be an overall minimum of fourteen (14’) feet by fourteen (14’) feet corridor free from any vegetation and foreign objects. Shell and stone roadways will not be plowed.
6. There must be ample room for emergency vehicles to turn around if the road is a dead end. Space at the end of the road should be of sufficient size for emergency vehicles or town plows to be able to turn around in a safe manner.
7. Paved or unpaved private roads shall have no defects (potholes or ruts) exceeding two (2”) inches in depth. Defects in the road surface such as potholes or ruts must not deviate from grade more than two (2”) inches. Please contact the Department of Public Works (DPW) for possible remedy options (petition for grading, temporary repair, and acceptance of private way). When and if the Town appropriates funds, the Town may make emergency repairs to private roads that are integrated with the public road network at the discretion of staff in order to protect the Town’s investment in snow removal equipment.
8. Manhole covers, catch basins and roots shall be at or below grade.
9. The DPW will perform yearly inspections of all private roads and post a list of roads on the Town’s website and local newspaper by September 15th that do not meet the minimum requirements. The homeowners will be required to make repairs. When the repairs are completed the DPW will, upon request, re-inspect a roadway to ensure that it complies with standards and notify homeowners of their findings. If all minimum standards are met plowing and sanding services will be provided.
10. The Town of Dennis, its employees or sub contractors shall not be held liable for any damage to private property improvements while performing snow removal operations. Improvements such as, but not limited to, stone walls, fences, irrigation lines, cobblestones, mailboxes, lawns, shrubs or trees adjacent to the way and damaged as a result of snow removal operations will not be repaired or replaced by the Town or its agents.

APPENDIX D - Town of Eastham

Minimum standards adopted by The Board of Selectmen, at a public hearing on Tuesday, September 8, 2015.

1. For the first year of the program (2015-2016) only paved private roads will qualify for snowplowing.
2. The minimum width for any private road shall be no less than twenty (20') feet wide and it must be accessible by either a public road or a private road that will also be plowed.
3. Roadside clearance of any obstacles, including vegetation, shall be no less than two (2') feet either side. This includes, but is not limited to, fences, mailboxes, stonewalls, rocks, shrubs, trees or any other object that may be damaged by snow removal equipment. It also includes a shoulder that inhibits the movement of snow from the road to the shoulder during plowing.
4. Height clearance shall be no less than fourteen (14') feet from the road surface. This is to ensure that branches or any other objects over hanging the roadway, when laden with snow, do not limit access of snowplows and emergency vehicles.
5. There must be ample room for emergency vehicle to turn around if the road is a dead end. Space at the end of the road should be of sufficient size for emergency vehicles or town plows to be able to turnaround in a safe manner.
6. Paved private roads shall have no defects (potholes or ruts) exceeding two (2") inches in depth. Defects in the road surface must not deviate from grade more than two (2") inches. This includes, potholes, ruts, protruding manhole covers, catch basins and roots.
7. All private roads shall have a visible street sign, which must be an acceptable standard green reflective metal signs with white letters. This sign is to be mounted on a round or square metal post with appropriate mounting cap. Please contact the Highway Department for information on companies that supply these materials.
8. If accepted, the road will be plowed after a minimum of 2" of snow has fallen. Private roads will be plowed only after main roads and public roads have been plowed and cleared. No sanding services will be provided for private roads.
9. Each September, the town will perform yearly inspections of all private roads that have applied for plowing. The results of these inspections will be listed on the town's website. Should a road not meet minimum requirements, the homeowners on the road must correct the deficiencies and make necessary repairs. When the repairs are completed, town staff will, upon request, re-inspect a roadway to ensure that it complies with standards and notify homeowners of their findings. If it does, plowing services will be provided.
10. The Town of Eastham, its employees or sub contractors shall not be held liable for any damage to private property improvements while performing snow removal operations. Improvements such as, but not limited to, stone walls, fences, irrigation lines, paving, drainage systems, cobblestones, mailboxes, lawns, shrubs or trees adjacent to the way and damaged as a result of snow removal operations will not be repaired or replaced by the Town or its agents.

APPENDIX E - Town of Brewster

The following standards were compiled in an effort to address Snow and Ice removal operations on private roads/ways in the Town of Brewster. In particular, surface conditions, widths, clearances, and roadside obstacles are identified as obstructions to safe, cost-effective snow and ice removal operations. These issues inhibit emergency response for rescue personnel and can cause considerable damage to snow plow equipment. In some cases, damaged vehicles/equipment may need to be removed from the snow removal effort. Some of these items cause delays in the removal process, which in turn causes delays in our efforts in other parts of town. The minimum standards are as follows:

1. Inspections will be completed by July 31st of each year. Results (i.e. failed roads/ways) will be posted on the Town Website and in the Cape Codder in September. Re-inspection of failed roads/ways will be completed by November 1st of each year providing ample time to address deficiencies. Substandard roads/ways will not be plowed. A third inspection will be completed upon notice that the work is complete.
2. The minimum travel width shall be ten (10) feet.
3. Roadside clearances shall be two (2) feet from the edge of pavement on each side. Vertical clearance shall be no less than twelve (12) feet along the traveled portion of the road.
4. All roadways (paved and unpaved) shall be free of defects (potholes or rutting) exceeding three (3) inches in depth. All potholes shall be filled to the approximate level of the surrounding roadway.
5. All private roads/ways shall have a visible street sign and be open to the public.
6. There must be ample room for an emergency vehicle to turn around if the road is a dead end. Space at the end of the road should be of sufficient size for emergency vehicles or town snowplows to be able to turn around in a safe manner.
7. The entire length of road/way shall meet these standards. Sections of the road/way, beyond a location where any of these standards are not met, will not be plowed.

The minimum standards outlined above are meant to serve as a guideline. It is understood that there will be exceptions to these standards. Exceptions will be determined on a case-by-case basis, and must be in keeping with the general intent of this policy.

It is the town's intention to undertake inspections during the summer of 2008. The failed or deficient roads will be posted as described in the aforementioned plan. However all roads will be plowed during the winter of 2008/2009. We will again re-inspect these roads in the summer of 2009, following the procedure as laid out in the plan; and only plow those roads that meet these guidelines in the winter of 2010.

APPENDIX F - Town of Wellfleet

Policy is on hold.

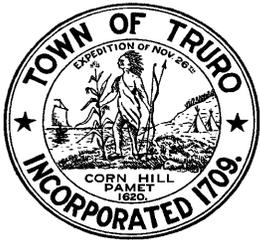
APPENDIX G - Town of Provincetown

A policy has not been implemented as of yet.

APPENDIX H - Town of Chatham

The following are the minimum standards to prevent damage to Town equipment during snow and ice removal. If private roads do not meet these requirements for the winter of 2014 / 2015, plowing and sanding services will not be provided.

1. The travel lane for any private road shall be no less than (12) feet wide.
2. Roadside clearance of any obstacles including vegetation shall be no less than two (2) feet either side.
3. Height clearance shall be no less than (12) feet from the road surface.
4. There must be ample room for emergency vehicles to turn around if the road is a dead end.
5. Paved or unpaved private roads shall have no defects (potholes or ruts) exceeding two (2) inches in depth.
6. All private ways shall have a visible street sign, and be open to the public.
7. The Highway Department will perform yearly inspections of all private roadways each September and a reinspection in the first week of December which will be posted in the Cape Cod Chronicle.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant, on behalf of Jay Coburn, Board of Selectmen Member

REQUESTED MEETING DATE: December 15, 2015

ITEM: Approval of the Disclosure by a Municipal Employee of Financial Interest in a Municipal Contract (Jay Coburn-Board of Selectmen Member)

EXPLANATION: The State Ethics Commission regarding Special Municipal Employees

(Conflict of Interest law, General Laws Chapter 268A) states that "A municipal employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer, or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else. A financial interest may create a conflict of interest whether it is large or small, and positive or negative. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict";

<http://www.mass.gov/ethics/education-and-training-resources/implementation-procedures/municipal-employee-summary.html>

Jay Coburn, as the Executive Director of the Community Development Partnership is disclosing through the State Ethics Commission Form his financial interest with the CDP contract (Agenda Item 5E) for the Housing Rehab program for FY15 and the Town of Truro (Municipal Contract) to which he will recuse himself from participating in the vote to accept the contract.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There would be a conflict of interest violation with the State Ethics Commission.

SUGGESTED ACTION: *MOTION TO approve the 268A§ 20(d) exemption filed with the Town by Board of Selectmen member, Jay Coburn and to authorize the Chair to sign.*

ATTACHMENTS:

1. Disclosure by Special Municipal Employee of Financial Interest in a Municipal Contract as required by GL c. 268A § 20(d)

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(d)**

SPECIAL MUNICIPAL EMPLOYEE INFORMATION	
Name of special municipal employee :	Jay H. Coburn
Put an X beside one statement.	<p>I am a special municipal employee because:</p> <p><input checked="" type="checkbox"/> I am a selectman in a town with a population of 10,000 or fewer people;</p> <p><input type="checkbox"/> I am not a mayor, alderman or city councilor, and</p> <p><input type="checkbox"/> I serve in a municipal position for which no compensation is provided, or</p> <p><input type="checkbox"/> I earned compensation for fewer than 800 hours in the preceding 365-day period, or</p> <p><input type="checkbox"/> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am permitted to have personal or private employment during normal business hours.</p> <p><input type="checkbox"/> I work for a company or organization which has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above.</p>
Title/ Position	Select Board Member, Board of Selectmen
Fill in this box if it applies to you.	If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Municipal Agency/ Department:	This is "my Municipal Agency." Board of Selectmen, Town of Truro
Agency Address:	Town of Truro 24 Town Hall Road Truro, MA 02666
Office phone:	508-349-7004
Office e-mail:	
	Check one: <input checked="" type="checkbox"/> Elected or <input type="checkbox"/> Non-elected
Starting date as a special municipal employee.	May 9, 2012

<p>BOX # 1</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am an elected special municipal employee.</p> <p><input type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency before I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><input checked="" type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input checked="" type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>BOX #2</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am a non-elected special municipal employee (compensated or uncompensated).</p> <p><input type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency, other than an employment contract, before I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A contract between a municipal agency and myself, but not an employment contract.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>OR</p> <p><input type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>Name and address of municipal agency that made the contract</p>	<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p> <p>This is the "contracting agency."</p> <p>Board of Selectmen Town of Truro 24 Town Hall Road Truro, MA 02666</p>
<p>Write an X to confirm this statement.</p>	<p><input checked="" type="checkbox"/> In my work as a special municipal employee for my Municipal Agency, I participate in or have official responsibility for activities of the contracting agency.</p>

FILL IN THIS BOX OR THE NEXT BOX	ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU. - Please explain what the contract is for.
	ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY The Town of Truro is the recipient of a Community Development Block Grant for Housing Rehabilitation Programs in Truro, Wellfleet and Provincetown. On November 11 th 2015 the Lower Cape Cod Community Development Corporation d/b/a Community Development Partnership (CDP) was awarded, through a competitive process, a contract to serve as a Consultant to provide program administration services for the Housing Rehabilitation Program. I serves as Executive Director of the CDP and have overall management responsibility for the delivery of services described in the contract.
What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. The contract provides \$104,962 to the CDP for program administration (staff salaries and expenses). None of these funds will be used for my salary or benefits as Executive Director of the CDP.
Date when you acquired the financial interest	December 1, 2015
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. None
Date when your immediate family acquired the financial interest	
Employee signature:	
Date:	November 17, 2014

**SEE NEXT PAGE FOR APPROVAL
BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN. TOWN COUNCIL,
OR DISTRICT PRUDENTIAL COMMITTEE**

**APPROVAL OF EXEMPTION
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	Paul Wistozky
Name of approving body: Write an X by one selection.	<input type="checkbox"/> City Council <input type="checkbox"/> Board of Aldermen <input checked="" type="checkbox"/> Board of Selectmen <input type="checkbox"/> Town Council <input type="checkbox"/> District Prudential Committee
Title/ Position	Vice Chair, Board of Selectmen
Agency Address:	Town of Truro 24 Town Hall Road Truro, MA 02666
Office phone:	508-349-7004 ext. 10
APPROVAL OF § 20(d) EXEMPTION	
	<p>We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.</p>
Signature:	On behalf of the Council, Board or Committee identified above, I sign this approval.
Date:	

Attach additional pages if necessary.

File your completed, signed, approved Disclosure with the city or town clerk.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration Office

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

REQUESTED MEETING DATE: December 15, 2015

ITEM: Lower Cape Cod Community Development Corporation dba Community Development Partnership (CDP) Contract for professional services related to the implementation and administration of the Community Development Block Grant (CDBG) Housing Rehabilitation program.

EXPLANATION: Lower Cape Cod Community Development Corporation dba Community Development Partnership (CDP) was the sole respondent to the RFP for the housing rehab sub-grantee. The Sub-grantee shall perform the necessary scope of services as noted on Attachment A for the Housing Rehabilitation Grant program. In addition the Town must authorize the Executive Director of the CDP, Jay Coburn, to modify loan amounts accordingly as a part of the Town's Housing Rehab Program. CDP is qualified to do the monitoring, and as Ms. Boyd noted in her cover sheet, they successfully managed the FY14 program.

FINANCIAL SOURCE (IF APPLICABLE): Funding through the CDBG program through an agreement with the Massachusetts Department of Housing and Community Development ("DHCD").

IMPACT IF NOT APPROVED: The funding from DHCD cannot be utilized until the Monitoring Entity is in place.

SUGGESTED ACTION: *MOTION TO approve the contract with Lower Cape Cod Community Development Corporation (CDP) for professional services for the FY15 CDBG Housing Rehabilitation Grant Program and to authorize the Chair to sign.*

ATTACHMENTS:

1. A cover letter and the proposed contract.



M e m o r a n d u m

To: Truro Board of Selectmen
From: Alice Boyd, Bailey Boyd Associates, Inc. 
Subject: FY15 CDBG Rehab Sub-Grantee Contracts
Date: December 8, 2015

In mid-October an RFP was advertised and issued for a housing rehab sub-grantee for the recently awarded CDBG housing rehab program. The bid opening was held on November 11, 2015 and one bid response was recorded. The bidder is:

- Lower Cape Cod Community Development Corporation d/b/a/ the Community Partnership (CDP)

I have evaluated the bid according to the criteria included in the RFP and approved by the funding source. The CDP was found to be "Highly Advantageous".

As a result I am recommending that the Town of Truro award the contract totaling \$104,962 for program delivery and \$526,219 for housing rehab loans (total contract award (\$631,181) to the CDP. I look forward to working with the organization to insure the success of Truro's FY15 housing rehab program. They have done an exceptional job managing the FY14 program.

Attached please find three copies of contracts for the Chair's signature. Please maintain one copy for your files and return two signed copies to me. The procurement file is available for your perusal at any time.

Please don't hesitate to let me know if you have any questions. We look forward to assisting local residents in the rehab of their homes in the very near future.

**Agreement
By and Between
The Town of Truro
and
The Lower Cape Cod Community Development Corporation
d/b/a the Community Development Partnership**

THIS AGREEMENT, made as of the 10th day of December, 2015, by and between the Town of Truro (hereinafter referred as "the TOWN/CITY") and The Lower Cape Cod Community Development Corporation d/b/a the Community Development Partnership (hereinafter referred to as "the CONSULTANT").

WITNESSETH THAT:

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

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the TOWN in the timely achievement of its Massachusetts CDBG FY 2015 CDBG Housing Rehabilitation Grant Program objectives.

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

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

Mass. CDBG.

REPORT: Quarterly DHCD project report to the TOWN on the status of the project.
DATE DUE: The 8th day of each new fiscal quarter, throughout the contract period, through grant close-out.

5. **SUBCONTRACTS:** No subcontract may be awarded by the CONSULTANT, the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the TOWN and the Department of Housing and Community Development.
6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are expected to commence on or about December 10, 2015 and shall be undertaken and completed in sequence so as to assure their expeditious completion.
 - 6.1 All services required hereunder shall be completed by December 31, 2016.
 - 6.2 In the case of a time extension no additional compensation will be paid.
7. **COMPENSATION:** The Town shall reimburse the Sub-grantee for program expenses not to exceed \$526,219 for loans/grants as appropriated in line items 4C in the Grant Contract Approved Budget Breakdown and \$104,962 for Program Delivery as appropriated in line 4A. Reimbursement will be based upon invoices submitted with appropriate documentation as required by the Town. Invoices are due on the first day of each month for drawdown purposes.

8. GENERAL PROVISIONS:

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

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

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

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

8.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachment B.

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

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

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

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

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

8.7 EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of Housing and Community Development Act of 1968 (12 U.S.C. 170lu) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

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

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

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

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

guidelines as may be established or amended by DHCD.

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

Certificate of Tax Compliance

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

Contractor:

By: [Signature] Executive Director
Signature of authorized representative and title

19 Nov 2015
Date

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

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

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

Approvals and Signatures

By: TOWN OF TRURO

By: CONSULTANT

authorized signatory date

[Signature] 11/19/15
authorized signatory date

Certification as to Availability of Funds:

Approval of Contract as to Form:

Town Accountant date

Town Counsel date

Approval of Contract as to Appropriate Procurement Method

Town Procurement Officer date

ATTACHMENT A:

**HOUSING REHABILITATION
SCOPE OF SERVICES**

The Sub-grantee shall perform the necessary project implementation services as presented in the Town's FY 15 CDBG Grant Application. These professional services will include:

- Oversight of all aspects of the housing rehabilitation program
- Preparation of all quarterly report documentation
- Preparation and submission of monthly draw down on the first day of each month
- Beneficiary qualification and full income documentation
- Individual environmental reviews of each property
- Procurement of federal lead paint risk assessor
- Procurement of licensed construction supervisor/rehabilitation specialist
- Qualifying contractors
- Contracting with homeowners**
- Work write-ups, progress inspections, final inspections
- Processing of payment requests
- Management of housing rehab construction escrow account
- Maintenance of all program files
- Coordination and monitoring with Grant Administrator
- Monthly reconciliation of housing rehab escrow account with Grant Administrator
- Consistent coordination with local Weatherization Assistance Program regarding cross-referral, cost sharing and joint scheduling of projects.
- Provide "before" and "after" photographs of each project.
- Timely completion of agency audit
- Participation in the "paperless" grant management process
- Maintain all program files on Dropbox with original signatures maintained in hard copy
- All other responsibilities as itemized in the RFP and Bidder's Response

***Please refer to Attachment C – Mortgage Modification Agreement Authorization*

ATTACHMENT B:

TOWN OF TRURO

METHOD OF SCHEDULE OF COMPENSATION

Compensation shall be provided on a cost reimbursement basis as stipulated by line item in the approved grant agreement. Invoices must be sent with all back up to the Grant Administrator on the first day of each month. Compensation relies upon the receipt of drawdowns from the funding source.

ATTACHMENT C:
TOWN OF TRURO
MORTGAGE MODIFICATION AUTHORIZATION

Delegation of Signatory Authority

John F. Meade
Assistant Recorder
Massachusetts Land Court
Barnstable County Registry of Deeds
3195 Main Street
Barnstable, MA 02630

Dear Mr. Meade:

On _____, at a duly authorized meeting, the Board of Selectmen voted to authorize Jay Coburn, Executive Director of the Lower Cape Cod Community Development Corporation to modify (decrease or increase) loan amounts on behalf of the Town as part of the Town's Housing Rehab Program funded through a Community Development Block Grant.

Sincerely,

Paul Wisotzky, Chairman
Board of Selectmen
Town of Truro



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: December 15, 2015

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

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

FINANCIAL SOURCE (IF APPLICABLE): N/A

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

SUGGESTED ACTION: *MOTION TO approve a choice for the 2015 annual report cover (either one presented or one the BoS authorizes) and to dedicate the report to the former Fire Chief Brian Davis.*

ATTACHMENTS:

1. Example cover photos (Winter 2015)
2. One Dedication photo

DEDICATION

On this the fiftieth anniversary of the forming of the Truro Fire Department, we dedicate this year's Town Report to all those who have unselfishly given of themselves to service to the Town in the Fire Department.

NOTES OF INTEREST

Special Town Meeting, June 9, 1930

"Voted - \$6,000.00 appropriated for fire apparatus to be raised - \$2,000.00 direct taxation, \$4,000.00 bond issue."

Town Meeting, 1934

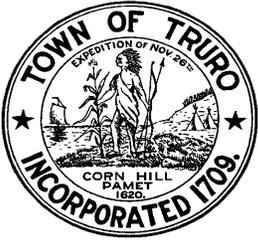
Article 23. Voted to request Chief of Fire Department to appoint committee of three to act as Engineers of Fire Department (one from South Truro, one from Truro and one from North Truro).

Article 26. Term "Fire Department" first used in Budget Article - appropriation increased from \$200.00 to \$750.00.



Annual Report of the Officers of the Town of Truro · 1980





TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, on Behalf of Jay Coburn, Selectman

REQUESTED MEETING DATE: December 15, 2015

ITEM: Review and Approval of a Work Session Policy

EXPLANATION: At your December 1st Board of Selectmen meeting, Selectman Coburn proposed guidelines for Work Session Meetings which were approved. Attached is the policy governing the work sessions for approval. Time suggestions for the Work Sessions needs to also be discussed.

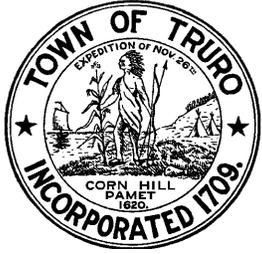
FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will be no policy in place for work sessions held by the Board of Selectmen.

SUGGESTED ACTION: *MOTION TO approve Policy #56 – Work Session Policy.*

ATTACHMENTS:

1. Work Session Policy
2. Work Session Schedule



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

POLICY MEMORANDUM #56

Date: December 15, 2015

Subject: **BOARD OF SELECTMEN WORK SESSIONS**

The Truro Board of Selectmen may, by a majority vote of its members, hold work sessions to provide an opportunity for the Board to discuss policy issues in more detail than may be possible during a regular meeting. The less formal work session format provides Selectmen with an opportunity to discuss issues with staff and consultants.

The following ground rules shall govern work sessions:

- All work sessions must be held in compliance with the requirements of the Commonwealth's Open Meeting Law.
- The meeting must be open to the public, held in a meeting room that can accommodate the Board, staff and members of the public who wish to attend.
- An Agenda for the meeting must be posted within 48 hours of the day and time of the work session and discussion will be limited to items that appear on the agenda.
- No votes may be taken in work sessions.
- No public hearing may be scheduled for work sessions.
- Comments from the public will not be taken during work sessions.

Paul Wisotzky, Chairman,

Janet W. Worthington, Vice-Chairman

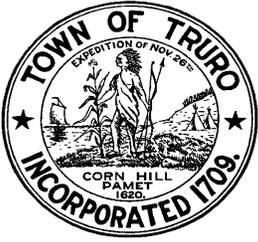
Maureen Burgess, Clerk,

Jay Coburn

Robert Weinstein
Board of Selectmen
Town of Truro

Truro Board of Selectmen Meeting Schedule - 2016

<u>HEARING/MEETING</u> (Tues, unless otherwise noted)	<u>Work Sessions</u> (Location and Time TBD)
January 12	January 19
January 26	February 16
February 9	March 15
February 23	April 12
March 8	May 17
March 22	June 21
April 5	July-No Work Session
April 19	August-No Work Session
Annual Town Meeting - April 26	September 20
May 11 (Wed)	October 18
Annual Town Election - May 10	November 8
May 24	December 20
June 14	
June 28	
July 12	
July 26	
August 9	
August 23	
September 13	
September 27	
October 11	
October 25	
November 1	
November 15	
December 13	
December 20	



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant on behalf of the Board of Selectmen

REQUESTED MEETING DATE: December 15, 2015

ITEM: Discussion for follow-up to the joint meeting between the Conservation Commission and the Board of Selectmen.

EXPLANATION: The Conservation Commission and the Board of Selectmen held a joint meeting on December 8th, 2015. Chairman Wisotzky requested that this item be placed on the agenda for discussion.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: *No action, this is a discussion only.*

ATTACHMENTS:



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

6. CONSENT AGENDA

- A. Review/Approve and Authorize the Chair to sign:
 1. Weston and Sampson Contract Amendment No. 2 for Truro Landfill, Preparation of Bid Documents and Bid Assistance
- B. Review and Approve 2016 Licenses: Common Victular-Terra Luna Restaurant (Seasonal)-104 Shore Road, FarmMaid Foods (Annual)-8 Highland Rd & Savory and the Sweet Escape (Annual) -316 Route 6, Captain's Choice, Inc. (Seasonal)-4 Highland Rd.
- C. Review and Approve Reappointments: Jay Norton, DPW Director-Cape Cod Joint Transportation Committee
- D. Review and Approve Renewal of Truro Police Department Appointments
- E. Review and Approve Application for Permit for Organized Bike & Road Race-Wounded Warrior Project Cycling Event on Friday, September 23, 2016
- F. Review and Approve Minutes December 1, 2015, December 7th (Budget Task Force) & December 8, 2015



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Public Works

REQUESTOR: Jay Norton, Director

REQUESTED MEETING DATE: December 15, 2015

ITEM: Amendment No. 2 to Weston & Sampson contract

EXPLANATION: In order to receive the Closure Certificate (CC) for the landfill, the Town needs to undertake a remediation project at the Transfer Station that involves repairing portions of the Geosynthetic Clay Liner (GCL) as outlined in the Corrective Action Design (CAD) permit issued by the Massachusetts Department of Environmental Protection (MaDEP). To keep this project moving in an expeditious manner, Weston & Sampson was contacted to provide an estimate for bid solicitation services and construction oversight services related to the remediation work. The CAD permit requires oversight from a professional engineer to ensure the work performed is in compliance with the permit. Weston & Sampson will aid the Town with the public procurement process by developing specifications and providing assistance with the preparation of bid and contract documents. Amendment No. 2 is estimated at \$44,000, which will bring the current contract amount to \$83,600.

FINANCIAL SOURCE (IF APPLICABLE): The Town has been given borrowing authorization for \$300,000 through Town Meeting for services related to engineering and construction for the remediation work. The estimate for the construction (from 2012 estimate) is approximately \$228,000.

IMPACT IF NOT APPROVED: The CAD terms will not be satisfied and the Town will not be able to receive a CC from MaDEP. In addition, a Post Closure Use (PCU) permit cannot be issued for the photovoltaic project that is currently being pursued if the CC has not been received and the CAD terms have not been met.

SUGGESTED ACTION: *Motion to authorize the chair to execute the Contract Amendment No. 2 with Weston & Sampson for the bidding documents, bid services and construction related services for an additional amount of \$44,000.*

ATTACHMENTS:

1. Amendment No. 2 Contract

Five Centennial Drive
Peabody, MA 01960-7985

tel: 978-532-1900 fax: 978-977-0100

www.westonandsampson.com

engineering, energy,
planning, permitting,
design, construction,
operation, maintenance

Weston&Sampson[®]

November 17, 2015

Jason R. Norton, Director
Department of Public Works
PO Box 2030
Truro, MA 02666

Re: Truro Landfill, Preparation of Bid Documents and Bid Assistance
Proposal, Contract Amendment No. 2

Dear Mr. Norton:

Weston & Sampson Engineers is pleased to present this proposal to the Town of Truro to assist with public bidding and construction services for work required by the Massachusetts Department of Environmental Protection (MassDEP) to properly close the landfill. This scope is to provide construction documents, suitable for public bid, assist the Town with public bid and contract execution, and construction oversight services. Consequently, we anticipate the following scope of work will be necessary to obtain the proper approvals from MassDEP.

Bidding Documents – Weston & Sampson will assist the Town with preparation of public bidding documents for work approved by MassDEP (Transmittal No. X264850). We will prepare specifications and will revise the plans to be in a format suitable for public bidding. Our front end (Division 0) will conform to Massachusetts General Law and will include prevailing wage rates.

For budgeting purposes, we have assumed minimal interaction with MassDEP to inform them of the change in process to public bidding and that no additional permitting will be required.

Bid Services – This Task includes advertisement in the Central Register and a local paper as required by Massachusetts General Law. We will issue an addendum to the bid documents to address contractor questions. Our services also includes attendance at the bid opening, review of bids, reference check of the low bidder, and assistance with preparation of contract documents for signature by the Town and the Contractor.

Construction Services – We will have an engineer on site to observe contractor operations as required by MassDEP. Our engineer will document observations of the contractor and the project activities. This information will be submitted to MassDEP to demonstrate compliance with the MassDEP permit. We have budgeted for three weeks of construction including up to 150 hours of site activities and up to 24 hours for office engineering and administrative assistance.

Upon completion on construction, Weston & Sampson will compile the construction documentation for submittal to MassDEP under a supplemental transmittal to the current certification application already on file with MassDEP.

We anticipate that this scope of work as outlined above will not exceed \$44,000. Additional time above this fee will not be accrued without prior written authorization. We will complete this work as an amendment to our current contract. A summary of the amended contract is provided below:

Existing Contract	\$39,600
Amendment No. 2:	
Bid Documents	\$9,000
Bid Services	\$5,000
<u>Construction Services</u>	<u>\$30,000</u>
Revised Contract	\$83,600

If you agree with this proposal, please sign below as authorization for us to proceed.

Very truly yours,

WESTON & SAMPSON ENGINEERS, INC.

Michael J. Richard, P.E.
Project Manager

Frank Ricciardi, P.E., LSP
Vice President, EG&E Program Manager

Accepted for:

TOWN OF TRURO

Signature

Date



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: December 15, 2015

ITEM: Approval of 2016 Common Victualer Licenses- FarmMaid Foods (Annual)-8 Highland Rd., Savory & the Sweet Escapes (Annual)-316 Route 6, & Terra Luna Restaurant (Seasonal)-104 Shore Rd.

EXPLANATION: The approval of FarmMaid Foods, Savory and the Sweet Escapes, & Terra Luna Restaurant- Common Victualer is under the authority of the Board of Selectmen as Local Licensing Authorities. Please know that if you approve this license for renewal, the license will be issued only upon compliance with all regulations and receipt of the necessary fees. There were no reported issues with this establishment in 2015.

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
Chapter 140 § 2	Common Victualer (Cooking, Preparing and Serving food)	FarmMaid Foods Savory and Sweet Escape Terra Luna Restaurant Captains Choice

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicants will not be issued their 2016 Common Victualer License to operate at FarmMaid Foods, Savory and the Sweet Escape & Terra Luna Restaurant in the Town of Truro.

SUGGESTED ACTION: *MOTION TO approve the 2016 Common Victualer Licenses for FarmMaid Foods, Savory and the Sweet Escape & Terra Luna Restaurant upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. Renewal Application for 2016: FarmMaid Foods
2. Renewal Application for 2016: Savory and the Sweet Escape
3. Renewal Application for 2016: Terra Luna Restaurant
4. Renewal Application for 2016: Captains Choice

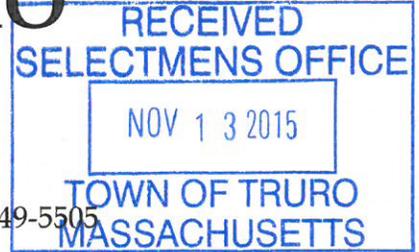


TOWN OF TRURO

**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 checked="" type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i>	<input 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 checked="" type="checkbox"/> Seasonal License
<input type="checkbox"/> Name Change	<input type="checkbox"/> Lodging House	Number of Days Open: 7
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date: 5/15/16
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date: 10/15/16
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours AM 5-10 (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 Anthony J. Pasquale

Name of Business/Corporation/Partnership STOSTEF inc, dba Terra Luna

Business Location 104 SHORE RD

Mailing Address of Business PO Box 666 N. TRURO 02652
Truro Street Address
Please use preferred mailing address for any Town Correspondence

Business Contact Information [REDACTED]

Name of Manager ANTHONY J. PASQUALE
Business Number/Cell Number/Email Address
Please Print

Manager Contact Information ANTHONY PASQUALE / 508 737 2262

Manager's Mailing Address PO BOX 83, S. Wellfleet MA 02663
Cell Number/Email Address

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
- IF YOU HAVE EMPLOYEES- Provide Workers Compensation Affidavit **AND** Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Provide Workers Compensation Affidavit **ONLY**
- 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.

ANTHONY PASQUALE
Print Name

[Signature]
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 12/15/2015

Number: 2016-023A

Fee \$75.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Permit To Operate A Food Establishment

In accordance with Regulations promulgated under authority of Chapter 111, Section 127A of the General Laws a Permit is hereby granted to:

Anthony Pasquale, mgr., d/b/a Terra Luna

Whose place of business is **104 Shore Rd**

Type of business and any restrictions **Restaurant**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2016**

Date Issued: **November 13, 2015**

Seating: **65**



Truro Board of Health Agent

Number: 2016-023B

Fee \$75.00

Town of Truro Board of Health

24 Town Hall Road, Truro, MA 02666

Permit To Operate As A Food Caterer

In accordance with provisions of Chapter 111, Section 127A of the Massachusetts General Laws, Regulations established by the Massachusetts Department of Public Health (105 CMR 590.00) and the provisions of Chapter 111, Section 31 of the Massachusetts General Laws, Regulations established by the Truro Board of Health (Section X) a permit is hereby issued to:

Anthony Pasquale, mgr., d/b/a Terra Luna

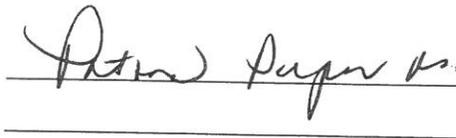
Whose place of business is : **Terra Luna Restaurant**

Type of business and any restrictions **Food Caterer**

To operate a food establishment in **Truro**

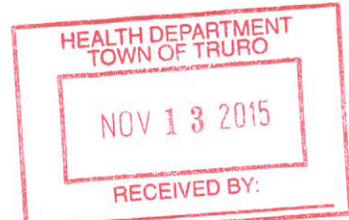
Permit Expires: **December 31, 2016**

Date Issued: **NOVEMBER 13, 2015**



Truro Board of Health Agent

2016-023



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

BOARD OF HEALTH

Tel: 508-349-7004, Extension: 32 or 31 Fax: 508-349-5508

Email: healthagent@truro-ma.gov or adavis@truro-ma.gov

BUSINESS LICENSE APPLICATION

Date: 11/13/15 Renewal New

Section 1 – License Type

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

FACILITY:	# UNITS	FOOD SERVICE	RETAIL SERVICE
<input type="checkbox"/> Motel	_____	<input checked="" type="checkbox"/> Food Service (Restaurant, Mobile Food Vending*)	<input type="checkbox"/> Gas Station
<input type="checkbox"/> Cottage Colony	_____	<input checked="" type="checkbox"/> Common Victualer*	
<input type="checkbox"/> Condominium	_____	<input checked="" type="checkbox"/> Catering	
<input type="checkbox"/> Campground	_____	<input type="checkbox"/> Manufacturer of Ice Cream	
		<input type="checkbox"/> Bakery	
		<input type="checkbox"/> Retail Sales: Foods Commercially Packaged	

(* Requires additional License issued by the Board of Selectmen)

Section 2 – Business Information

Federal Employers Identification Number (FEIN/SS) _____

ANTHONY PASQUALE TERRA LUNA
Print Name of Applicant Business Name or DBA (Check if new name)

ANTHONY PASQUALE
Owner Name

104 SHORE RD PO BOX 666, N. TRURO 02652
Street Address of Business Mailing Address of Business (Check if New Address)

508 487 1019 _____
Business Phone Number (Check if New Phone Number) Business E-Mail Address

Section 3 – Manager Information

(Cottage colony, cabin colony, condominium, co-op, motor court, motel, campgrounds)

Check if New Manager (Must submit application to Name a Manager)

Complete below if Manager is same as previous year.

ANTHONY PASQUALE ^{112 W. Main,} ~~PO BOX 83,~~ S. Wellfleet 02668
Manager Name Residential Address (include Unit#)

PO BOX 83, S. Wellfleet 02663 [Redacted]
Mailing Address Phone (24 hrs a day)

Manager's Signature (REQUIRED)

Section 4 – Hours of Operation

Annual Seasonal (Please check one that applies)

05/15/16 10/15/16
Opening Date (MM/DD/YYYY) Closing Date (MM/DD/YYYY)

7 5-11
Days of the Week Open Hours of Operation (Opening to Closing)

Section 5 – 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.

[Handwritten Signature]
Signature of Applicant

ANTHONY PASQUALE
Print Name

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

TOWN OF TRURO
Health Department
PO Box 2030
Truro, MA 02666



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: Stofel, Inc dba Terra Luna

Address: 104 Shore Rd

City/State/Zip: N. TRURO 02652

Phone #: 508 487 1019

Are you an employer? Check the appropriate box:

- 1. I am an employer with 10 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

*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: KERRY INSURANCE CO.

Insurer's Address: PO BOX 1945

City/State/Zip: EASTHAM MA 02651

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 4/4/16

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: [Signature]

Phone #: [REDACTED]

Date: 11/13/15

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

City or Town: _____ Permit/License # _____

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

Contact Person: _____ Phone #: _____



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

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: TERRA LUNA

OWNER/MANAGER: ANTHONY PASQUALE

ADDRESS: 104 SHORE RD.

PHONE #: 508 487 1019 NUMBER OF UNITS:

CONTACT PERSON: ANTHONY PASQUALE

ADDRESS: PO BOX 83, South. Wellfleet MA 02663

TESTING COMPANY: RALPH PERRY

TESTING ELECTRICIAN/TECHNICIAN: MIKE

COMPANY PHONE #: 508 775 FIRE HOME PHONE #:

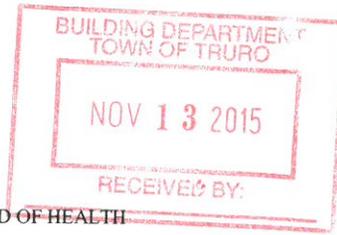
LICENSE #: 017 DOT # A-850

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:

DATE OF CERTIFICATION: BY:
Signature of Licensed Electrician

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



SUBMIT COMPLETED FORM TO THE BOARD OF HEALTH

Town of Truro

Application for Food Service Permit

DATE RECEIVED OFFICIAL USE ONLY

PART I - TO BE FILLED IN BY APPLICANT

Applicant: (check one) [] New [X] Renewal

Date: 11/13/15

Type of Food Service Establishment :

- [X] Food Service (restaurant or take out)
[] Retail Food (commercially prepared foods)
[] Residential Kitchen
[] Bed & Breakfast
[] Continental Breakfast
[] Mobile Food Vendors or Pushcart
[] Catering
[] Frozen Dairy Dessert Machine
[] Ice Cream Truck **Please note, a food service permit for an Ice Cream Truck cannot be issued until an Ice Cream Truck Vendor Permit is obtained from the Chief of Police**

Name of Food Establishment: TERRA LUNA

Address of Food Establishment: 104 STORE RD

Address for Base of Operations for Caterers and Mobile Food or Pushcarts:

Authorized Representative or Contact } Name:
} Address:

Telephone Days: (508) 487 1019 Evenings: ()

Number of Seats: Inside: 64 Outside: —

Annual or Seasonal Operation: Seasonal

Hours of Operation Mon-Fri: 5 : pm To 11 : pm

Days Closed Excluding Holidays: —

If Seasonal: Approximate Dates of Operation: 5, 15, 16 To 10, 15, 16

Food Service Establishments Conducting Food Preparation (excludes retail food establishments that don't prepare food and continental breakfast).

List Names of all staff with a Food Manager Certification:

1. ANTHONY PASQUALE Exp. Date: / /

2. ROBERT EMMET Exp. Date: / /
3. _____ Exp. Date: / /
4. _____ Exp. Date: / /

List Names of all staff with a Allergen Awareness Certification:

1. ANTHONY PASQUALE Exp. Date: / /
2. ROBERT EMMET Exp. Date: / /
3. _____ Exp. Date: / /
4. _____ Exp. Date: / /

List Names of all staff with a Choke Saver Training:

1. ANTHONY PASQUALE Date of Training: / /
2. ROBERT EMMET Date of Training: / /

MOBILE FOOD VENDORS ONLY- List fixed or stationary location(s) where food will be sold:

Has your menu changed from last year? Yes No

If yes please attach copy of menu or provide description of food to be prepared and sold:

I agree to any conditions specified by the Board of Health, and all local, state and federal rules and regulations.

Anthony Pasquale 11/13/15
 Signature of Authorized Representative Date

PART II - TO BE FILLED IN BY AUTHORIZED TOWN AGENT

Board of Health Comments or Conditions:

Certifications valid

Approved Denied

Patricia Payne 11/13/15
 Signature of BOH or Agent Date

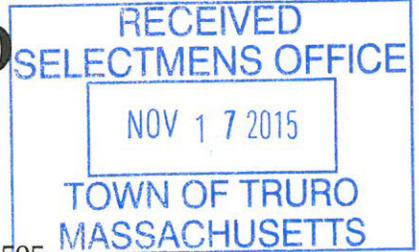


TOWN OF TRURO

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 checked="" 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: 7
<input type="checkbox"/> Renewal – Change (s)	<input type="checkbox"/> Peddler/Mobil Lunch Cart* <i>See Health Department</i>	Hours 8 AM 5 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 type="checkbox"/> Lodging House	Number of Days Open:
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date:
<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 Katherine Reed

Name of Business/Corporation/Partnership FarmMaid Foods, Inc. dba Cheeversett Chocolate

Business Location 8 Highland Rd., North Truro, MA 02662
Truro Street Address

Mailing Address of Business P.O. Box 250, North Truro, MA 02662
Please use preferred mailing address for any Town Correspondence

Business Contact Information [Redacted] / farmmaidfoods@gmail.com
Business Number/Cell Number/Email Address

Name of Manager Katherine Reed
Please Print

Manager Contact Information [REDACTED] / farmmaidfoods@gmail.com
Cell Number/Email Address

Manager's Mailing Address P.O. Box 250, North Truro, MA 02652

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
- IF YOU HAVE EMPLOYEES- Provide Workers Compensation Affidavit **AND** Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Provide Workers Compensation Affidavit **ONLY**
- 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.

Katherine Reed
Print Name

Katherine Reed
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 12/1/2015



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: FarmMaid Foods, Inc. dba Chequessett Chocolate

Address: 8 Highland Road

City/State/Zip: North Truro, MA 02652 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

- 1. I am an employer with 4 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 _____

*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: Hartford Fire Insurance Company - The Hartford

Insurer's Address: 301 Woods Park Drive

City/State/Zip: Clinton, NY 13323

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 06/04/16

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: Katherine Reed

Date: 10-20-15

Phone #: [REDACTED]

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

City or Town: TRURO Permit/License # 2016-01

- 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 #: _____

22 (Policy Provisions: WC 00 00 00 B)

09

CT **INFORMATION PAGE**

WEC **WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

INSURER: HARTFORD FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: [REDACTED]

Company Code: 1



POLICY NUMBER: [REDACTED]

Previous Policy Number: [REDACTED]

HOUSING CODE: SB

Suffix	
LARS	RENEWAL
	00

1. **Named Insured and Mailing Address:** CHEQUESSETT CHOCOLATE
(No., Street, Town, State, Zip Code)

FEIN Number: [REDACTED] 8 HIGHLAND RD
NORTH TRURO, MA 02652

State Identification Number(s):
UIN:

The Named Insured is: CORPORATION
Business of Named Insured: CANDY & CONFECTIONERY PRODUCTS
Other workplaces not shown above: 8 HIGHLAND ROAD
NORTH TRURO MA 02652

2. **Policy Period:** From 06/04/15 To 06/04/16
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: BENSON YOUNG & DOWNS INS AGCY INC

Producer's Code: 082722
PO BOX 559
PROVINCETOWN, MA 02657

Issuing Office: THE HARTFORD
301 WOODS PARK DRIVE
CLINTON NY 13323
(800) 962-6170

Total Estimated Annual Premium: [REDACTED]
Deposit Premium: [REDACTED]
Policy Minimum Premium: [REDACTED] (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL **Installation Term:**
The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Susan F. Castaneda* 04/22/15
Authorized Representative Date

Number: 2016-034A

Fee \$75.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Permit To Operate A Food Establishment

In accordance with Regulations promulgated under authority of Chapter 111, Section 127A of the General Laws a Permit is hereby granted to:

Katherine Reed, mgr., d/b/a Farm Maid Foods Inc./Chequesett Chocolate

Whose place of business is **8 Highland Rd**

Type of business and any restrictions **Chocolate Manufacturing/Retail Sales**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2016**

Date Issued: *December 2, 2015*

Seating: 12

Patricia Popper ps.

Truro Board of Health Agent

Number: 2016-034B

Fee \$50.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666

Permit To Operate As A Food Caterer

In accordance with provisions of Chapter 111, Section 127A of the Massachusetts General Laws, Regulations established by the Massachusetts Department of Public Health (105 CMR 590.00) and the provisions of Chapter 111, Section 31 of the Massachusetts General Laws, Regulations established by the Truro Board of Health (Section X) a permit is hereby issued to:

Katherine Reed, mgr., d/b/a Farm Maid Foods, Inc./Chequesett Chocolate

Whose place of business is : **8 Highland Rd**

Type of business and any restrictions **Food Caterer**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2016**

Date Issued:

Truro Board of Health Agent

2016-034



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

BOARD OF HEALTH

Tel: 508-349-7004, Extension: 32 or 31 Fax: 508-349-5508

Email: healthagent@truro-ma.gov or adavis@truro-ma.gov

BUSINESS LICENSE APPLICATION

Date: 11/27/15 Renewal New



Section 1 – License Type

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

FACILITY:	# UNITS	FOOD SERVICE	RETAIL SERVICE
<input type="checkbox"/> Motel	_____	<input checked="" type="checkbox"/> Food Service (Restaurant, Mobile Food Vending*)	<input type="checkbox"/> Gas Station
<input type="checkbox"/> Cottage Colony	_____	<input checked="" type="checkbox"/> Common Victualer*	
<input type="checkbox"/> Condominium	_____	<input checked="" type="checkbox"/> Catering	
<input type="checkbox"/> Campground	_____	<input type="checkbox"/> Manufacturer of Ice Cream	
		<input type="checkbox"/> Bakery	
		<input type="checkbox"/> Retail Sales: Foods Commercially Packaged	

(* Requires additional License issued by the Board of Selectmen)

Section 2 – Business Information

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

~~Kather~~ FarmMaid Foods, Inc. Chequesett Chocolate
Print Name of Applicant Business Name or DBA (Check if new name)

Katherine Reed
Owner Name

8 Highland Rd. P.O. Box 250, N. Truro, MA 02652
Street Address of Business Mailing Address of Business (Check if New Address)

[REDACTED] farmmaidfoods@gmail.com
Business Phone Number (Check if New Phone Number) Business E-Mail Address



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



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

Applicant Information

Please Print Legibly

Business/Organization Name: FarmMaid Foods, Inc. dba Chequessett Chocolate
 Address: 8 Highland Road
 City/State/Zip: North Truro, MA 02652 Phone #: 774-538-6249

Are you an employer? Check the appropriate box:

1. I am an employer with 4 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 _____

*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: Hartford Fire Insurance Company - The Hartford
 Insurer's Address: 301 Woods Park Drive
 City/State/Zip: Clinton, NY 13323

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 06/04/16

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: Katherine Reed Date: 10-20-15

Phone #: [REDACTED]

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____

22 (Policy Provisions: WC 00 00 00 B)
09

CT **INFORMATION PAGE**
WEC **WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

INSURER: HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 13269
Company Code: 1



POLICY NUMBER: [REDACTED]
Previous Policy Number: NEW
HOUSING CODE: SB

Suffix	
LARS	RENEWAL
	00

1. **Named Insured and Mailing Address:** CHEQUESSETT CHOCOLATE
(No., Street, Town, State, Zip Code)

FEIN Number: [REDACTED] 8 HIGHLAND RD
NORTH TRURO, MA 02652

State Identification Number(s):
UIN:

The Named Insured is: CORPORATION
Business of Named Insured: CANDY & CONFECTIONERY PRODUCTS
Other workplaces not shown above: 8 HIGHLAND ROAD
NORTH TRURO MA 02652



2. **Policy Period:** From 06/04/15 To 06/04/16
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: BENSON YOUNG & DOWNS INS AGCY INC

PO BOX 559
PROVINCETOWN, MA 02657
Producer's Code: 082722

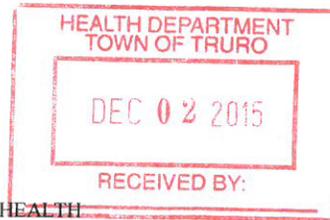
Issuing Office: THE HARTFORD
301 WOODS PARK DRIVE
CLINTON NY 13323
(800) 962-6170

Total Estimated Annual Premium: \$1,249
Deposit Premium:
Policy Minimum Premium: \$301 MA (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL **Installment Term:**
The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Susan S. Castaneda*
Authorized Representative

04/22/15
Date



SUBMIT COMPLETED FORM TO THE BOARD OF HEALTH

Town of Truro

Application for Food Service Permit

DATE RECEIVED
OFFICIAL
USE ONLY

PART I - TO BE FILLED IN BY APPLICANT

Applicant: (check one) New **Renewal**

Date: 10/20/15

Type of Food Service Establishment :

- Food Service (restaurant or take out)
- Retail Food (commercially prepared foods)
- Residential Kitchen
- Bed & Breakfast
- Continental Breakfast
- Mobile Food Vendors or Pushcart
- Catering
- Frozen Dairy Dessert Machine
- Ice Cream Truck ****Please note, a food service permit for an Ice Cream Truck cannot be issued until an Ice Cream Truck Vendor Permit is obtained from the Chief of Police****

Name of Food Establishment: Farm Maid Foods, Inc.

Address of Food Establishment: 8 Highland Rd., North Truro, MA 02652

Address for Base of Operations for Caterers and Mobile Food or

Pushcarts: _____

Authorized Representative or Contact } Name: Katherine Reed
 } Address: P.O. Box 250, North Truro, MA 02652

Telephone Days: [REDACTED] Evenings: [REDACTED]

Number of Seats: Inside: _____ Outside: _____

Annual or Seasonal Operation: Annual

Hours of Operation Mon-Fri: 8 : 00 To 5 : 00

Days Closed Excluding Holidays: n/a

If Seasonal: Approximate Dates of Operation: ___/___/___ To ___/___/___

Food Service Establishments Conducting Food Preparation (excludes retail food establishments that don't prepare food and continental breakfast).

List Names of all staff with a Food Manager Certification:

1. Katherine Reed Exp. Date: 4 / 13 / 16

- 2. _____ Exp. Date: ____ / ____ / ____
- 3. _____ Exp. Date: ____ / ____ / ____
- 4. _____ Exp. Date: ____ / ____ / ____

List Names of all staff with a Allergen Awareness Certification:

- 1. Katherine Reed Exp. Date: 4 / 12 / 16
- 2. _____ Exp. Date: ____ / ____ / ____
- 3. _____ Exp. Date: ____ / ____ / ____
- 4. _____ Exp. Date: ____ / ____ / ____

List Names of all staff with a Choke Saver Training:

- 1. _____ Date of Training: ____ / ____ / ____
- 2. _____ Date of Training: ____ / ____ / ____

MOBILE FOOD VENDORS ONLY- List fixed or stationary location(s) where food will be sold:

Has your menu changed from last year? Yes No

If yes please attach copy of menu or provide description of food to be prepared and sold:

I agree to any conditions specified by the Board of Health, and all local, state and federal rules and regulations.

Katherine Reed 10-20-15
 Signature of Authorized Representative Date

PART II - TO BE FILLED IN BY AUTHORIZED TOWN AGENT

Board of Health Comments or Conditions:

Approved Denied

Patricia Pope Es 12/2/15
 Signature of BOH or Agent Date



EXAM FORM NO. 4615

CERTIFICATE NO. 7736455

ServSafe® Certification

TO **KATHERINE F REED**

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

4/13/2011

DATE OF EXAMINATION

4/13/2016

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0666

Paul Hinman
Executive Director, National Restaurant Association Solutions



CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: **Katherine F Reed**

Certificate Number: **CW4105**

Date of Completion: **04/14/2011**

Date of Expiration: **04/12/2016**

*The above-named person is hereby issued this certificate
for completing an allergen awareness training program
recognized by the Massachusetts Department of Public Health
in accordance with 105 CMR 590.009(G)(3)(a).*

This certificate will be valid for five (5) years from date of completion.

Issued By:

 **CompuWorks**
CompuWorks Systems, Inc.
591 North Avenue, Door 2
Wakefield, MA 01880
P: 781-224-1113
F: 781-224-0504
www.compuworks.com



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 checked="" 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: 7
<input type="checkbox"/> Renewal – Change (s)	<input type="checkbox"/> Peddler/Mobil Lunch Cart* <i>See Health Department</i>	Hours 6 AM 10 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 type="checkbox"/> Lodging House	Number of Days Open:
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date:
<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 SAVORY + Sweet Escape William Costa

Name of Business/Corporation/Partnership SAVORY + Sweet Escape

Business Location 316 RT 6

Mailing Address of Business POB 690 Truro 02666
Truro Street Address

Please use preferred mailing address for any Town Correspondence

Business Contact Information SAME

Business Number/Cell Number/Email Address

Name of Manager DIANE COSTA

Please Print

Manager Contact Information _____

Cell Number/Email Address

Manager's Mailing Address _____

FEIN Business Number _____

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
- IF YOU HAVE EMPLOYEES- Provide Workers Compensation Affidavit **AND** Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Provide Workers Compensation Affidavit **ONLY**
- 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.

Diane B Costa
Print Name

[Signature]
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 12/15/2015

Number: 2016-028A

Fee \$75.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666

Permit To Operate A Food Establishment

In accordance with Regulations promulgated under authority of Chapter 111, Section 127A of the General Laws a Permit is hereby granted to:

Diane Costa, mgr., d/b/a Savory and the Sweet Escape

Whose place of business is **316 Route 6**

Type of business and any restrictions **Restaurant/Sandwich Shop**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2016**

Date Issued: *November 24, 2015*

Seating: **33**



Truro Board of Health Agent

Number: 2016-028B

Fee \$10.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Bakery License

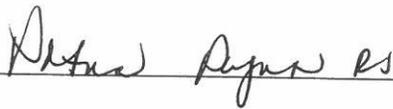
This is to Certify that **Diane Costa, mgr., d/b/a Savory and the Sweet Escape**
316 Route 6

IS HEREBY GRANTED A LICENSE

For **a bakery**

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires
December 31, 2016 unless sooner suspended or revoked.

Date *November 24, 2015*



Truro Board of Health Agent

Number: 2016-028C

Fee \$50.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666

Permit To Operate As A Food Caterer

In accordance with provisions of Chapter 111, Section 127A of the Massachusetts General Laws, Regulations established by the Massachusetts Department of Public Health (105 CMR 590.00) and the provisions of Chapter 111, Section 31 of the Massachusetts General Laws, Regulations established by the Truro Board of Health (Section X) a permit is hereby issued to:

Diane Costa, mgr., d/b/a Savory and the Sweet Escape

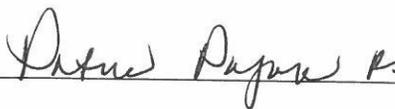
Whose place of business is : **316 Route 6**

Type of business and any restrictions **Food Caterer**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2016**

Date Issued: **NOVEMBER 24, 2015**



Truro Board of Health Agent

Number: 2016-028D

Fee \$10.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Frozen Desserts/Ice Cream Mix License

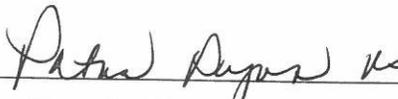
This is to Certify that **Diane Costa, mgr., d/b/a Savory and the Sweet Escape**
Address **316 Route 6**

IS HEREBY GRANTED A LICENSE
FOR THE MANUFACTURING OF **FROZEN DESSERTS**
AND/OR ICE CREAM MIX

Expiring December 31, 2016

This License is subject to the Rules and Regulations of the Massachusetts Department of Public Health Relative to the Manufacturing of FROZEN DESSERTS and ICE CREAM MIX, to the Rules and Regulations of the Board of Health granting this License, and to the provision of the General Laws Chapter 94 as amended by Chapter 373 of the Acts of 1934, and may be revoked or suspended in accordance with the provisions of Section 65J of said Chapter.

Date *November 24, 2015*



Truro Board of Health Agent

Number: 2016-028E

Fee \$10.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Ice Cream License

This is to Certify that

Diane Costa, mgr., d/b/a Savory and the Sweet Escape
316 Rout e6

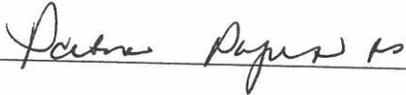
IS HEREBY GRANTED A LICENSE

To sell

ice cream, soda water, and confections

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires
December 31, 2016 unless sooner suspended or revoked.

Date: *November 24, 2015*



Truro Board of Health Agent

2016-028A



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

BOARD OF HEALTH

Tel: 508-349-7004, Extension: 32 or 31 Fax: 508-349-5508

Email: healthagent@truro-ma.gov or adavis@truro-ma.gov

BUSINESS LICENSE APPLICATION

Date: 11-17-15 Renewal New

Section 1 – License Type

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

FACILITY:	# UNITS	FOOD SERVICE	RETAIL SERVICE
<input type="checkbox"/> Motel	_____	<input checked="" type="checkbox"/> Food Service (Restaurant, Mobile Food Vending*)	<input type="checkbox"/> Gas Station
<input type="checkbox"/> Cottage Colony	_____	<input checked="" type="checkbox"/> Common Victualer*	
<input type="checkbox"/> Condominium	_____	<input checked="" type="checkbox"/> Catering	
<input type="checkbox"/> Campground	_____	<input checked="" type="checkbox"/> Manufacturer of Ice Cream	
		<input checked="" type="checkbox"/> Bakery	
		<input checked="" type="checkbox"/> Retail Sales: Foods Commercially Packaged	<input checked="" type="checkbox"/> Frozen Dessert

(* Requires additional License issued by the Board of Selectmen)

Section 2 – Business Information

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

Print Name of Applicant Sauony + The Sweet Escape Business Name or DBA (Check if new name)

Owner Name Bill Costa

Street Address of Business 316 Rt 6 Mailing Address of Business (Check if New Address) PO Box 690 02666

Business Phone Number (Check if New Phone Number) [Redacted] Business E-Mail Address [Redacted]



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: SAUNDY * Sweet

Address: POB 690

City/State/Zip: TRURO MA 02666 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

1. I am an employer with 8 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 _____

*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: THE HARTFORD

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 04/09/2016

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: William C. Bert Date: 11-24-15

Phone #: [REDACTED]

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____

Ralph J. Perry Inc.

FIRE AND EMERGENCY EQUIPMENT-SALES AND SERVICE
 96 Falmouth Road PO Box 339 Hyannis, MA 02601
 Phone: 508-775-FIRE Fax:508-775-6110
 E-mail: rjpfire@aol.com

Invoice

Date	Invoice #
7/30/2015	14268

Bill To		
Savory on the Cape Inc. PO Box 690 Truro, MA 02666		
P.O. No.	Customer Contact	Customer Phone
	Billy Costa	508-237-0519

Ship To			
Savory on the Cape Inc. 316 Route 6 Truro, MA 02666			
Due Date	Terms	Tech	Next Inspection...
8/29/2015	Net 30	MP	1/1/2016

Quantity	Item Code	Description	Price Each	Amount
1	21c	Fuel Charge	3.00	3.00
1	66	Range Guard Inspect	95.00	95.00
7	30	Fusible Links	12.00	84.00T
8	18	Fire Extinguisher Inspection	4.00	32.00
8	49	Pull Tamper Seals	0.25	2.00T
1	02	5 lb ABC Recharge Fire Extinguisher	25.00	25.00T
1	51	Hydrotest dry chem	23.00	23.00
1	60	Service Collar	1.20	1.20T
1	48	Oring	4.50	4.50T
1	36c	10 lb ABC Fire Extinguisher New Includes Certification and Wall Hook	99.00	99.00T

Pa on 3982

MasterCard and Visa are accepted

Subtotal	\$368.70
Tax (6.25%)	\$13.48
Balance Due	\$382.18

TERMS: 30 DAYS NET. A FINANCE CHARGE COMPUTED AT A "PERIODIC RATE" OF 1-1/2% PER MONTH AFTER 30 DAYS, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%. THE PURCHASER AGREES TO PAY ALL COSTS OF COLLECTIONS INCLUDING REASONABLE ATTORNEY FEES.

In consideration of receipt of the above items, without payment in full, it is acknowledged, title to same remains with vendor, constituting a Conditional Sales Agreement. If any balance is not paid within thirty (30) days or on demand, permission is granted the vendor, the right to remove any or all of the items invoiced above, wherever located, without prior notice and without liability of any kind on the part of the vendor or its agents.

RALPH J. PERRY, INC.

96 Falmouth Rd. (Route 28) • Hyannis, MA 02601 • Phone: (508) 775-FIRE • Ma. Lic. #017 D.O.T. # A-850

14268

SYSTEM INSPECTION REPORT

Name Savery + Sweet Escape
 Address 316 Route 6
Trew MA 02666
P.O. box 690
 Bill To _____
 Contact Billy Phone 237-0519
 Hood needs to be cleaned ok Refuses Inspection _____
 Grease accumulation: Excessive _____ Heavy _____ Moderate _____
 Filters need to be cleaned: ok Type Bopole
 Cooking appliance location: Left to right: _____

Date 7-30-15 Next Insp. Due Jan 2016
 Model # 66 Mfg. RL
 # of Tanks 1 Wet X Dry _____
 Annual _____ Semi X Recharge _____ New _____
 Fusible Links: 360 7 450 _____ Other _____ Seals _____
 Fuel Shut Off: X Gas / Electric _____ Caps _____
 Ansul Cart: Single _____ Double _____ N2 _____ CO2 _____
 RG/PC Cart: 16gm CO2 _____ 12gm CO2 _____

Steve oil will clean by by

Ralph J. Perry, Inc. must be notified if there is any change/movement in cooking equipment.

- | | | | |
|--|-------------|---|-------------|
| 1. Are all appliances covered by nozzles | <u>/</u> | 17. Clean nozzles no. of <u>4</u> duct <u>2</u> plenum <u>7</u> appliance | <u>/</u> |
| 2. Are hood and duct covered by nozzles | <u>/</u> | 18. Replace fusible links / Mfg. date | <u>2015</u> |
| 3. Check positioning of nozzles | <u>/</u> | 19. Check cable, nut, and S-hook movement | <u>/</u> |
| 4. Hood and duct penetration sealed | <u>/</u> | 20. All piping secured | <u>/</u> |
| 5. Is system U.L. 300 | <u>/</u> | 21. All filters in place | <u>/</u> |
| 6. Proper clearance flame to filters | <u>/</u> | 22. Cartridge/N2 reinstalled/Safety pin removed | <u>/</u> |
| 7. Nozzle seals in place | <u>/</u> | 23. System reset and operational | <u>/</u> |
| 8. Are there seal tites in place | <u>/</u> | 24. All yellow seals in place | <u>/</u> |
| 9. Pressure gauges in proper range | <u>/</u> | 25. Service and certification tag on system | <u>/</u> |
| 10. Check cartridge weight | <u>ok</u> | 26. Portable extinguishers up to code | <u>/</u> |
| 11. Hydrotest due | <u>2027</u> | 27. Class K extinguisher and placard installed | <u>/</u> |
| 12. Inspect cylinder liquid and mount | <u>/</u> | 28. Reviewed automatic & manual operation of system w/customer | <u>/</u> |
| 13. Test for proper operation from terminal link | <u>/</u> | 29. Exhaust fan working | <u>/</u> |
| 14. Test remote manual operation | <u>/</u> | 30. Customer instructed on required monthly inspection of system | <u>/</u> |
| 15. Micro switch in place | <u>/</u> | 31. Customer performing monthly inspection | <u>/</u> |
| 16. Gas valve in place and working | <u>/</u> | | |

Recommendation: _____

Non-compliance issued: **Yes / No Reason** _____

*Non-Compliance systems/or systems with discrepancies may fail to extinguish/suppress a fire.

Discrepancies or deficiencies _____
Ralph J. Perry, Inc. is not a hood/duct service company. Any discrepancies should be addressed by a qualified hood/duct company.

Extinguisher Inspections: ok 7-18-15 Light Inspections: _____ Total # of Ext: 8 Ext. due service: _____ Service Chg: _____ Cond. Test: _____

RECHARGES / SERVICE

Drychem 2.5lb _____ 5lb 1 10lb. _____ 20lb. _____ 6 year _____ Hydro 1
 PW _____ K Class _____ 6L _____ 2.5G _____ Hydro _____
 Halotron 2.5lb. _____ 5lb. _____ 11lb. _____ 15.5lb _____ 6 year _____ Hydro _____
 CO2 5lb. _____ 10lb. _____ 15lb. _____ 20lb. _____ Hydro _____
 Parts: Service Collar 1 Oring 1 Pull Pin _____

NEW EXTINGUISHERS

Drychem 2.5lb _____ 5lb. _____ 10lb. 1 20lb. _____
 PW _____ K Class _____ 6L _____ 2.5G _____
 Halotron 2.5lb. _____ 5lb. _____ 11lb. _____ 15.5lb _____
 CO2 5lb. _____ 10lb. _____ 15lb. _____ 20lb. _____
 Batteries: _____ Bulbs _____ Misc. _____

FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA 10 CODE YES X NO _____

Comments: _____

Service Technician Michael J. Perry Lic. # 91 Customer's Authorized Representative _____ Email _____
 Please read the Customer Acknowledgment on reverse side before signing.

On this date, the above system was tested and inspected in accordance with procedures of the current NFPA 17A AND 96 edition and the manufacturers manual at time of installation and was operating according to these procedures with the results indicated above.
 On this date, the above fire extinguishers and fire equipment were inspected or serviced in accordance with procedures of the NFPA 10 and the manufacturers manual, with the results indicated above.
 The above service technician certifies that the system/extinguishers were personally inspected and found conditions to be as indicated above.
 A copy of this report will be forwarded to the local fire department.

Integrity Total Service, LLC

Cleaning and Property Maintenance Services

Invoice

PO Box 974
Forestdale, MA 02644
508-309-9180

Date	Invoice #
10/20/2015	03099

Bill To
Savory 316 Route 6 Truro, MA 02666
Ship To

Customer Contact	Customer Phone
Bill Costa	508-487-2225

Customer Alt. Contact	Customer Alt. Phone

Customer Fax	
---------------------	--

P.O. No.	Terms	Project

Description	Amount
Clean entire kitchen grease exhaust system. 1 Fan 2 Ducts 1 Hood (14 foot) All Filters 	425.00
Total	\$425.00

Accounts not paid within terms are subject to a 3% monthly finance charge



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME: SAVORY + Sweet ESCAPE
OWNER/MANAGER: Bill Costa Diane Costa
ADDRESS: POB 690 316 RT 6
PHONE #: 508-487-2225 NUMBER OF UNITS: _____
CONTACT PERSON: SAME AS ABOVE
ADDRESS: _____

TESTING COMPANY: GERALD COSTA Electrician
TESTING ELECTRICIAN/TECHNICIAN: GERALD J COSTA JR
COMPANY PHONE #: 774-353-8809 HOME PHONE #: _____
LICENSE #: E 50385

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: _____

DATE OF CERTIFICATION: 11/18/15 BY: [Signature]
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.

2. Lacey Vail Exp. Date: ___/___/___
 3. _____ Exp. Date: ___/___/___
 4. _____ Exp. Date: ___/___/___

List Names of all staff with a Allergen Awareness Certification:

1. _____ Exp. Date: ___/___/___
 2. _____ Exp. Date: ___/___/___
 3. _____ Exp. Date: ___/___/___
 4. _____ Exp. Date: ___/___/___

List Names of all staff with a Choke Saver Training:

1. _____ Date of Training: ___/___/___
 2. _____ Date of Training: ___/___/___

MOBILE FOOD VENDORS ONLY- List fixed or stationary location(s) where food will be sold:

Has your menu changed from last year? Yes No

If yes please attach copy of menu or provide description of food to be prepared and sold:

I agree to any conditions specified by the Board of Health, and all local, state and federal rules and regulations.

William Ount 11-24-15
 Signature of Authorized Representative Date

PART II - TO BE FILLED IN BY AUTHORIZED TOWN AGENT

Board of Health Comments or Conditions:

no critical violations noted 2015
Certification to date

Approved Denied

Paula Payne 11/24/15
 Signature of BOH or Agent Date



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 checked="" type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i>	<input type="checkbox"/> Annual License
<input type="checkbox"/> Renewal – No Changes	<input type="checkbox"/> Transient Vendor (Retail)	Number of Days Open:
<input checked="" 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 checked="" type="checkbox"/> Seasonal License
<input type="checkbox"/> Name Change	<input type="checkbox"/> Lodging House	Number of Days Open: 7
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date: around 4/10/16
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date: around 11/15/16
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours 7 AM 10 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 CAPTAINS CHOICE

Name of Business/Corporation/Partnership CAPTAIN'S CHOICE, INC.

Business Location 4 HIGHLAND ROAD

Truro Street Address

Mailing Address of Business 18 OLD COLONY WAY ORLEANS, MA 02653

Please use preferred mailing address for any Town Correspondence

Business Contact Information: [REDACTED]

Business Number/Cell Number/Email Address

Name of Manager Bob and Kristi Wageman

Please Print

Manager Contact Information [REDACTED] _____
Cell Number/Email Address

Manager's Mailing Address 18 OLD COLONY WAY ORLEANS, MA 02653 _____

FEIN Business Number [REDACTED] _____

Food Vendor Drivers' License # _____ Vehicle Registration # _____

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

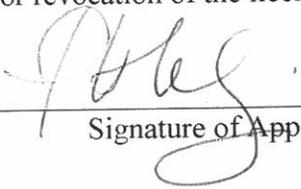
- RESTAURANTS- See Health Department Application
- FIRE PROTECTION SYSTEMS ANNUAL TEST REPORT
- IF YOU HAVE EMPLOYEES- Provide Workers Compensation Affidavit **AND** Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Provide Workers Compensation Affidavit **ONLY**
- IF SELLING ALCOHOL FOR CONSUMPTION 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.

CHRISTOPHER W. KING

Print Name



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 _____



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: CAPTAIN'S CHOICE, INC.

Address: 4 HIGHLAND ROAD

City/State/Zip: NORTH TRURO, MA 02652 Phone #: 508-487-5800

Are you an employer? Check the appropriate box:

- 1. I am an employer with 5 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 _____

*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: NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY

Insurer's Address: 222 AMES STREET

City/State/Zip: DEDHAM, MA 02026

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: _____

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: [Signature] Date: 12/2/15

Phone #: [REDACTED]

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
INSURANCE POLICY ---- INFORMATION PAGE

INSURER:

NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY
222 AMES STREET
DEDHAM, MA 02026

POLICY NO: [REDACTED]

NEW BUSINESS

NCCI Company No: [REDACTED]

Account No:

FEIN: [REDACTED]

ITEM 1. NAMED INSURED AND MAILING ADDRESS:

CAPTAIN'S CHOICE INC
18 OLD COLONY WAY
ORLEANS MA 02653

AGENT NAME AND ADDRESS:

BENSON, YOUNG & DOWNS INS
AGCY
56 HOWLAND STREET
P.O. BOX 559
PROVINCETOWN, MA 02657

AGENT NO.: 20654

LEGAL ENTITY: CORPORATION

OTHER WORKPLACES NOT SHOWN ABOVE: (See Workers Compensation Classification Schedule)

ITEM 2. POLICY PERIOD: From: 05/21/2015 To: 05/21/2016

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

ITEM 3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
MA

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$	100,000	each accident
Bodily Injury by Disease:	\$	500,000	policy limit
Bodily Injury by Disease:	\$	100,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
SEE ENDORSEMENT WC 20 03 06 B

D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

ITEM 4. PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Minimum Premium: \$ 219
Audit Period: ANNUAL

Total Estimated
Annual Premium: \$ 1,220
Additional / Return Premium:

Comments :

Issued At:

Date: 05/21/2015

Countersigned by



Policy Number XXXXXXXXXX

NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY

WORKERS COMPENSATION CLASSIFICATION SCHEDULE

State of: MASSACHUSETTS

Named Insured CAPTAIN'S CHOICE INC

Effective Date: 05/21/2015
12:01 A.M., Eastern Standard Time

Agent Name BENSON, YOUNG & DOWNS INS AGCY

Agent No. 20654

Classification of Operation	Code No.	Annual Remuneration	Rates Per \$100 of Remuneration	Deviation Factor	Estimated Annual Premium
LOC #1 CAPTAIN'S CHOICE INC FEIN # 47-3961930 4 HIGHLAND ROAD UNIT D NORTH TRURO MA 02652					
CLERICAL OFFICE EMPLOYEES NOC (8810)	8810	\$ 10,400	.08	1.00	\$ 8.00
CLERICAL OFFICE EMPLOYEES NOC (8810)	8810	\$ 10,400	.08	1.00	\$ 8.00
CLERICAL OFFICE EMPLOYEES NOC (8810)	8810	\$ 10,400	.08	1.00	\$ 8.00
RESTAURANT NOC (9079)	9079	\$ 75,000	1.15	1.00	\$ 863.00

RALPH J. PERRY, INC.

96 Falmouth Rd. (Route 28) • Hyannis, MA 02601 • Phone: (508) 775-FIRE • Ma. Lic. #017 D.O.T. # A-850

14433

SYSTEM INSPECTION REPORT

Name Cape Cod Fisht + Lobster Market
 Address 300 Route 6
N. Truro MA 02666
 Bill To P.O. Box 602 P. Town 02607
 Contact Cheix Phone [REDACTED]
 Hood needs to be cleaned oh Refuses Inspection _____
 Grease accumulation: Excessive _____ Heavy _____ Moderate _____
 Filters need to be cleaned: oh Type Ksppk
 Cooking appliance location: Left to right: _____

Date 9-3-15 Next Insp. Due March 2016
 Model # 205 Mfg. RG
 # of Tanks 1 Wet X Dry _____
 Annual _____ Semi X Recharge _____ New _____
 Fusible Links: 360 2 450 _____ Other _____ Seals _____
 Fuel Shut Off: X Gas ✓ Electric _____ Caps _____
 Ansul Cart: Single _____ Double _____ N2 _____ CO2 _____
 RG/PC Cart: 16gm CO2 _____ 12gm CO2 _____

Steve @ Steve's

Ralph J. Perry, Inc. must be notified if there is any change/movement in cooking equipment.

- | | | | |
|--|-------------|---|-------------|
| 1. Are all appliances covered by nozzles | <u>✓</u> | 17. Clean nozzles no. of <u>2</u> duct <u>1</u> plenum <u>2</u> appliance | <u>✓</u> |
| 2. Are hood and duct covered by nozzles | <u>✓</u> | 18. Replace fusible links / Mfg. date | <u>2205</u> |
| 3. Check positioning of nozzles | <u>✓</u> | 19. Check cable, nut, and S-hook movement | <u>✓</u> |
| 4. Hood and duct penetration sealed | <u>✓</u> | 20. All piping secured | <u>✓</u> |
| 5. Is system U.L. 300 | <u>✓</u> | 21. All filters in place | <u>✓</u> |
| 6. Proper clearance flame to filters | <u>✓</u> | 22. Cartridge/N2 reinstalled/Safety pin removed | <u>✓</u> |
| 7. Nozzle seals in place | <u>✓</u> | 23. System reset and operational | <u>✓</u> |
| 8. Are there seal tites in place | <u>✓</u> | 24. All yellow seals in place | <u>✓</u> |
| 9. Pressure gauges in proper range | <u>✓</u> | 25. Service and certification tag on system | <u>✓</u> |
| 10. Check cartridge weight | <u>oh</u> | 26. Portable extinguishers up to code | <u>✓</u> |
| 11. Hydrotest due | <u>2024</u> | 27. Class K extinguisher and placard installed | <u>✓</u> |
| 12. Inspect cylinder fluid and mount | <u>✓</u> | 28. Reviewed automatic & manual operation of system w/customer | <u>✓</u> |
| 13. Test for proper operation from terminal link | <u>✓</u> | 29. Exhaust fan working | <u>✓</u> |
| 14. Test remote manual operation | <u>✓</u> | 30. Customer instructed on required monthly inspection of system | <u>✓</u> |
| 15. Micro switch in place | <u>✓</u> | 31. Customer performing monthly inspection | <u>✓</u> |
| 16. Gas valve in place and working | <u>✓</u> | | |

Recommendation: _____

Non-compliance issued: Yes / No Reason _____

*Non-Compliance systems/or systems with discrepancies may fail to extinguish/suppress a fire.

Discrepancies or deficiencies _____
Ralph J. Perry, Inc. is not a hood/duct service company. Any discrepancies should be addressed by a qualified hood/duct company.

Extinguisher Inspections: _____ Light Inspections: _____ Total # of Ext: _____ Ext. due service: _____ Service Chg: _____ Cond. Test: _____

RECHARGES / SERVICE

NEW EXTINGUISHERS

Drychem 2.5lb _____ 5lb. _____ 10lb. _____ 20lb. _____ 6 year _____ Hydro _____
 PW _____ K Class _____ 6L _____ 2.5G _____ Hydro _____
 Halotron 2.5lb. _____ 5lb. _____ 11lb. _____ 15.5lb _____ 6 year _____ Hydro _____
 CO2 5lb. _____ 10lb. _____ 15lb. _____ 20lb. _____ Hydro _____
 Parts: Service Collar _____ Oring _____ Pull Pin _____

Drychem 2.5lb _____ 5lb. _____ 10lb. _____ 20lb. _____
 PW _____ K Class _____ 6L _____ 2.5G _____
 Halotron 2.5lb. _____ 5lb. _____ 11lb. _____ 15.5lb _____
 CO2 5lb. _____ 10lb. _____ 15lb. _____ 20lb. _____
 Batteries: _____ Bulbs _____ Misc. _____

FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA 10 CODE YES ✓ NO _____

Comments: _____

Service Technician [Signature] Lic. # 91 Customer's Authorized Representative [Signature] Email _____
 Please read the Customer Acknowledgment on reverse side before signing.

On this date, the above system was tested and inspected in accordance with procedures of the current NFPA 17A AND 96 edition and the manufacturers manual at time of installation and was operating according to these procedures with the results indicated above.
 On this date, the above fire extinguishers and fire equipment were inspected or serviced in accordance with procedures of the NFPA 10 and the manufacturers manual, with the results indicated above.
 The above service technician certifies that the system/extinguishers were personally inspected and found conditions to be as indicated above.
 A copy of this report will be forwarded to the local fire department.



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

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: Captain's Cottage

OWNER/MANAGER: Cory King / John White Bob + Kristy Wageman

ADDRESS: 4 Highland Road

PHONE #: 508 487 5900 NUMBER OF UNITS: 1

CONTACT PERSON: CHRISTOPHER KING [REDACTED]

ADDRESS: 140 Paul Dike Road Westport, MA

TESTING COMPANY: QUAHOG Electric Co.

TESTING ELECTRICIAN/TECHNICIAN: Arthur D. Martinez
487-1222

COMPANY PHONE #: _____ HOME PHONE #: _____

LICENSE #: A10653

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: Systems Tested OK

DATE OF CERTIFICATION: 10/6/15 BY: [Signature]
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: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: December 15, 2015

ITEM: Request that Jay Norton be re-appointed as the Town's Representative for the Cape Cod Joint Transportation Committee (CCJTC).

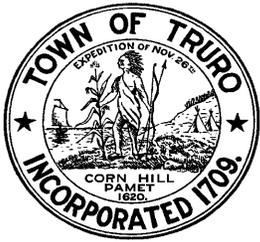
EXPLANATION: DPW Director Jay Norton was appointed as the main representative for the Town of Truro for the CCJTC on December 16, 2014 which is the transportation planning process across Cape Cod. Jay Norton, Department of Public Works Director, will continue to attend as appropriate to his role as Department of Public Works Director. The Cape Cod Metropolitan Planning Organization (MPO) is a regional body established by federal law to oversee regional transportation planning and recommend the distribution of transportation funds locally. The Cape Cod MPO has established a committee of technical professionals known as the Cape Cod Joint Transportation Advisory Committee (CCJTC) to serve as the transportation advisory group to the MPO. The CCJTC Members consist of representatives of the fifteen towns of Barnstable County. <http://www.capecodcommission.org/index.php?id=214>)

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will not be a renewal of the annual appointment of the Department of Public Works Director as Truro's Representative on the Cape Cod Joint Transportation Committee.

SUGGESTED ACTION: *MOTION TO appoint Jay Norton, Department of Public Works Director as Truro's Representative to the Cape Cod Joint Transportation Committee.*

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Truro Police Department

REQUESTOR: Chief Kyle Takakjian

REQUESTED MEETING DATE: December 15, 2015

ITEM: Re-Appointments of Police Department Staff

EXPLANATION: Police Officer Appointments are normally three years in duration. As staff is hired, and their probationary periods are completed, we align their appointments up to a schedule which is the same for all members.

FINANCIAL SOURCE (IF APPLICABLE): N/A

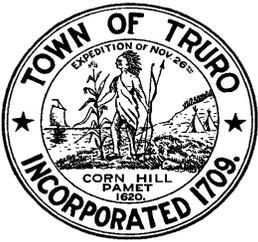
IMPACT IF NOT APPROVED: Not filling the appointments removes the statutory authority staff needs to carry out their assigned duties.

SUGGESTED ACTION: *Motion to approve, and authorize the re-appointments of the Police Department Staff Members as indicated on the attached list.*

ATTACHMENTS:

1. List of appointments, provided by Chief Takakjian.

Employee Name	Rank	Appointment Class	Effective Date	End Date
Kyle Takakjian	Chief of Police	Chief of Police	1/1/2016	12/31/2018
		Emergency Management Director	1/1/2016	12/31/2018
		Keeper of the Lockup	1/1/2016	12/31/2018
Craig L. Danziger	Lieutenant	Lieutenant / Executive Officer	1/1/2016	12/31/2018
		Evidence Officer	1/1/2016	12/31/2018
David F. Perry	Detective Sergeant	Detective Sergeant	1/1/2016	12/31/2018
		Evidence Officer	1/1/2016	12/31/2018
Carrie F. DeAngelo	Sergeant	Sergeant	1/1/2016	12/31/2018
Scott J. Holway	Sergeant	Sergeant	1/1/2016	12/31/2018
Jeremiah Z. Valli	Sergeant	Sergeant	2/3/2016	12/31/2018
Steven B. Raneo	Police Officer	Police Officer	1/1/2016	12/31/2018
David G. Hobbs	Police Officer	Police Officer	1/1/2016	12/31/2018
Craig H. Bayer	Police Officer	Police Officer	1/1/2016	12/31/2018
James L. Bragdon	Police Officer	Police Officer	1/1/2016	12/31/2018
Shirley Cabral	Matron	Matron	1/1/2016	12/31/2018
Lisa Kavanaugh	Matron	Matron	1/1/2016	12/31/2018
Jessi Rose	Matron	Matron	1/1/2016	12/31/2018
Beverley A. Rose	Matron	Matron	1/1/2016	12/31/2018



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, on Behalf of Krystal Magata/Wounded Warrior Project

REQUESTED MEETING DATE: December 15, 2015

ITEM: Application for Permit for Organized Bike & Road Race

EXPLANATION: Wounded Warrior Project is applying to hold their adaptive cycling event for injured service men and women. There will be approximately 65 participants starting their ride at the Old North Truro Air Force Base in Truro at 8:00AM and will ride a designated route (attached) through to Provincetown.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Wounded Warrior Project will be unable to ride through Truro.

SUGGESTED ACTION: *MOTION TO approve the application by Wounded Warrior Project to hold their cycling event on Truro roads on Friday, September 23, 2016 from 8am-12pm.*

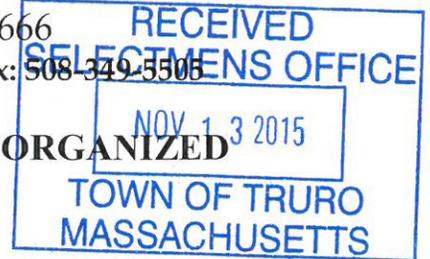
ATTACHMENTS:

1. Application, map and route



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

Applicant: Krystal Magata Email: [REDACTED]

Group Affiliation (If Any): Wounded Warrior Project

Mailing Address: 4899 Belfort Rd. Suite 300 City: Jacksonville State: FL Zip: 32256

Phone: [REDACTED] Cell Phone: [REDACTED]

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.):

Adaptive cycling event for injured service men and women, approximately 65 participants (50 veterans + 15 staff members)

Streets &/or Roads to be Used:

please see attached map and cue sheet

Date(s) and Hours Race/Event:

Friday, September 23, 2016 8:00 am - 12:00 pm Day: 09.23.16

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.

[Signature]
Signature of Applicant

11.05.15
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: _____



Soldier Ride: Boston – Provincetown (Day 2)

Start Location:

North Truro Air Force Station
Old Dewline Road
Truro, MA 02652

Begin at Old North Truro Air Force Station - Truro

Once out of the gate, go straight (West) on Old Dewline Road to South Highland Rd - Truro

Turn Right (North) onto South Highland Rd to Highland Rd - Truro

Turn Left (Southwest) onto Highland Rd to RTE 6 East (Grand Army of the Republic Highway) - Truro

Turn Left (South) for the RTE 6 East (Grand Army of the Republic Highway) on-ramp, merge onto RTE 6 East (Grand Army of the Republic Highway) to Snail Rd – Truro/North Truro/Provincetown

Turn Left (South) onto Snail Rd to Commercial St - Provincetown

Turn Left (East) into Harbor Hotel Provincetown Rear Parking Lot - Provincetown

WATER STOP: Harbor Hotel Provincetown (698 Commercial St, Provincetown, MA 02657): 10 minutes

From hotel parking lot, turn Left (South) onto Snail Rd to Commercial St - Provincetown

Merge Right (West) onto Commercial St to Province Lands Rd - Provincetown

At traffic circle, turn Right (Northwest) onto Province Lands Rd to RTE 6 - Provincetown

Merge Right (Northeast) onto RTE 6 to Shank Painter Rd - Provincetown

Turn Right (South) onto Shank Painter Rd to Bradford St - Provincetown

Turn Left (Northeast) onto Bradford St to Standish St - Provincetown

Turn Right (Southeast) onto Standish St to Commercial Street - Provincetown

Immediate Right (Southwest) onto Commercial St to Lopes Square - Provincetown

Immediate Left (South) onto Lopes Square to Ryders St Ext - Provincetown

Immediate Left (East) onto Ryders St Ext to MacMillan Pier - Provincetown

Immediate Right (Southeast) onto MacMillan Pier - Provincetown

End at the traffic circle at Provincetown Ferry Terminal – Provincetown

End Location:

**Truro Board of Selectmen
Meeting, December 1, 2015
Town Hall Meeting Room**

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

Present: Town Administrator Rae Ann Palmer

Chair Paul Wisotzky called the meeting to order at 5:00 p.m.

PUBLIC COMMENT

Roberta Lema discussed the condition of the landing at the end of Meetinghouse Rd. She would like the Town to do title research on the property.

CHARTER REVIEW COMMITTEE RECOMMENDATIONS

Bob Panessitti, Charter Review Committee Vice-chair, updated the Board on the tabled item of revisions to the Charter. Changes approved at Town Meeting two years ago will come to ballot in June, 2016, Mr. Panessitti said. This year the Charter Review Committee had cleaned up house keeping items in the Charter. Chair Paul Wisotzky proceeded with a review of the changes in Sections 4, 5, 6 and 7 so that the Selectmen could comment or question each change. They suggested language clarification for Section 5-4-2 concerning Department Heads. The results of this year's Town Meeting vote on the Charter changes will go to a ballot in a future year.

Jay Coburn moved to approve placement on the Annual Meeting 2016 Town Warrant of Charter Review Committee's recommendations with further clarification of 5-4-2. Maureen Burgess seconded, and the motion carried 5-0.

BOARD OF SELECTMEN ACTION

Pay-As-You-Throw

Tracey Rose, Chair of the SMART/PAYT Ad Hoc Committee and the Chair of the Board of Health, and Katherine Bunker Black of the SMART Committee offered a PowerPoint presentation and gave the Committee's recommendations for a Pay-As-You-Throw (PAYT) plan for Truro. This included: cost to the Town, reduction of tonnage of waste, implementation of a fair and equitable program, options, and outreach to the community. The Pay-As-You-Throw bag program was the plan that the SMART Committee considered the most suitable for Truro. Ms. Rose presented data from Wellfleet, Sandwich and Brewster, which afforded savings to those towns after implementation of PAYT. There are different sizes of bags available for PAYT. The SMART Committee had a split vote on their recommendation for the program.

Members of the Board of Selectmen thanked the SMART Committee. Jay Norton, Director of Public Works, came forward to explain what is involved in single stream and dual stream recycling. Mr. Norton also answered questions about costs to the Town and tonnage increase at the Truro Transfer Station. Katherine Black discussed discounts that

could be offered for large families and lower income residents. Dave Quinn from the Barnstable County Extension came forward to explain data for projected bags or pounds of trash for different sized households. Jay Norton gave information on composting equipment that could be added to the Transfer Station. Robert Weinstein said that Wellfleet offered individual composting drums at discount prices rather than purchase the expensive equipment for the municipality.

Roberta Lema, Axel Schmidt and Normand "Tippy" Scherer, members of the SMART Committee who had voted against PAYT, gave their reasons for not being in favor of the plan. These included: dated data, giving the Truro Transfer Station a chance with the new scales for commercial haulers, better education on recycling, and adding a clean composting area.

Tracey Rose said a Pay-As-You-Throw program is designed for residential trash. She said that towns decide upon the percentage of operational costs that the transfer station should generate. Robert Weinstein explained the variability in the market for recyclable materials. He spoke strongly in favor of PAYT.

Robert Panessitti came forward to discuss financial options for increased revenue to the Town, including the PAYT program. Town Administrator Rae Ann Palmer reported on recent residential tonnage data from the Transfer Station.

Tracey Rose said the Board of Health would appreciate an endorsement from the Board of Selectmen if they wish to make a recommendation. Implementing a PAYT program is within the purview of the Board of Health. Jay Coburn discussed how voters could have a say in the program during the Budget decisions at Town Meeting. Paul Wisotzky said he would like to have the Selectmen's Budget decisions on PAYT on the agenda for another meeting. Maureen Burgess agreed it should be on the Budget Task Force agenda.

Tracey Rose said PAYT will be on one of the next Board of Health's agendas. She said they were waiting to see if the Board of Selectmen would endorse the plan. The Board of Health will be holding a number of public hearings on the proposal.

Comcast Update

Mary O'Keefe, Comcast Senior Manager of Government & Regulatory Affairs, gave an update on cable TV and Internet in Truro. The nodes that had been planned are now available to customers, and Comcast is providing installations on deadline. They are following procedures for the National Seashore, she said. Robert Weinstein commented on the usefulness of the Provincetown office for those who are joining Comcast.

Work Sessions

Jay Coburn offered a suggestion for the Selectmen's future work sessions. He recommended monthly work sessions on the Tuesday following each first of the month regular meeting with the exceptions of the summer months. Two members will not be available for a December 8, 2015 work session. Paul Wisotzky suggested drafting a policy memorandum for the work sessions.

Jay Coburn moved to add work sessions on the Tuesday following each first Tuesday of the month regular BOS meeting, with the exception of the summer months.

Robert Weinstein seconded, and the motion carried 5-0.

Policy Memorandum #10 Revision

Chair Paul Wisotzky explained the revisions to Policy Memorandum #10 – Access to Town Counsel. This is to ensure approval by committees to forward concerns to Town Counsel.

Maureen Burgess moved to approve the revisions to Policy Memorandum #10.

Jay Coburn seconded, and the motion carried 5-0.

Agenda for Joint Meeting with Conservation Commission

Paul Wisotzky said he and the Conservation Commission Chair will review agenda items for the December 8, 2015 joint meeting of the committees. He asked for other suggestions from the Board. Town Counsel John Giorgio will be attending the meeting.

CONSENT AGENDA

The Consent Agenda consisted of the following items:

- A. Review, approve and authorize the Chair to sign
 - 1.) Staging/Access permit for Stephen DiGiovanni;
 - 2.) Truro Center for the Arts at Castle Hill's One Day Entertainment and One Day Alcohol License for December 18, 2015;
- B. Review and Approve Dispatch/Telecommunicator Vacancy on the Truro Police Department due to pending retirement;
- C. Review and Approve 2016 Annual Licenses: Common Victualer-Montano's Restaurant, Salty Market and Lodging License – Truro Vineyards of Cape Cod; and
- D. Review and Approve Minutes of November 10, 2015.

Jay Coburn moved to approve the Consent Agenda as printed. Robert Weinstein seconded, and the motion carried 5-0.

SELECTMEN'S AND TOWN ADMINISTRATOR'S REPORTS

The Selectmen reported on a number of issues. Jan Worthington gave an update on a CCRT meeting on what they can and cannot offer for transportation. Paul Wisotzky and Rae Ann Palmer had met with the Provincetown Selectman Thomas Donegan and the new Town Manager David Panagore. They had made plans to have a joint meeting on water concerns. Chair Wisotzky has continued to meet with the Fire Chief Tim Collins and Town Administrator, he said. Both he and Jan Worthington continue to hear favorable comments about the new Fire Chief. Maureen Burgess reported on the Veteran's Day service at the Council on Aging. She was impressed with the forum on Substance Abuse held at St. Peter's Church in Provincetown and gave information on a new Eastham non-profit to help addicts and a film, *What Happened Here*, made by two young men that are in recovery. At the three hundredth anniversary meeting of the

National Seashore Advisory Commission, Ms. Burgess said the Comprehensive Shorebird Management Plan was revealed. A public comment period on it is available on the National Seashore's website until January 11, 2016. Maureen Burgess also testified at State House in support of Senate Bill #1797 for Entergy's storage of spent fuel. Robert Weinstein also had attended the Veteran's Day service. He praised the event and recommended better publicity in future years. He had attended the last Planning Board meeting and suggested staggered terms for members. He recommended securing a Planner to work with the Planning Board.

Town Administrator Rae Ann Palmer announced that she and Trudi Brazil would be attending the Massachusetts Municipal Association Conference in Boston on January 22 and 23, 2016. She planned for a Friday, December 16 holiday luncheon with the staff. She called upon Fire Chief Tim Collins to explain the cycles allowed for breathing apparatus. The Fire Chief explained that the Fire Department air packs are out of date, and the Town would be liable in the event of failed use. The Fire Chief is working on a grant but will operate with loaned equipment in the meantime. There is money available in the Gift account that can be used towards immediate purchase of new air packs. If the grant comes through, the Gift account will be paid back. Provincetown and Wellfleet will lend Truro their compressors until all Truro equipment is brought up to code.

AGENDA FOR NEXT MEETING

The next regular meeting will be held on December 15, 2015. A public hearing that was scheduled for this date will be postponed until January. Rae Ann Palmer reviewed the items that will be on the agenda.

Maureen Burgess had another suggestion for discussion that had come up at a Planning Board meeting, but it was unclear whether this should be taken up by the Selectmen. Liaison to the Planning Board, Jay Coburn will speak to their Chair, and Rae Ann Palmer will schedule a joint meeting with the Planning Board as soon as possible.

ADJOURNMENT

Jay Coburn moved to adjourn. Robert Weinstein seconded, and the motion carried 5-0. The meeting was adjourned at 7:35 p.m.

Respectfully submitted,

Mary Rogers
Recording Secretary

Paul Wisotzky, Chair

Maureen Burgess, Clerk

Jay Coburn

Janet Worthington, Vice-chair

Robert Weinstein

Public Records Material of December 1, 2015

- 1.) Charter revisions
- 2.) PAYT report
- 3.) Staging/Access permit for Stephen DiGiovanni
- 4.) Truro Center for the Arts at Castle Hill's One Day Entertainment and One Day Alcohol License for December 18, 2015
- 5.) Dispatch/Telecommunicator Vacancy on the Truro Police Department due to pending retirement
- 6.) 2016 Annual License Applications: Common Victualer-Montano's Restaurant, Salty Market and Lodging License – Truro Vineyards of Cape Cod

Budget Task Force
Selectmen Meeting Minutes
December 7, 2015 - 8:00am
Truro Town Hall

Consent Agenda Item: 6F

Selectmen Present: Paul Wisotzky, Maureen Burgess and Bob Weinstein.

Finance Committee Present: Bob Panessiti-Chair, Lori Meads, Roberta Lema

Staff/Others: Rae Ann Palmer Town Administrator, Trudi Brazil Town Accountant, Jay Norton DPW Director, Mike Kaelberer, DPW Office Manager

The meeting called to order by Selectmen Chair Paul Wisotzky at 8:00am.

Department of Public Works

Robert Panessiti, questioned the budget for consistency and whether Truro has a Policy for paying for things at a fixed cost and ultimately the tax rate should reflect this cost and provide services for the town. There was a brief discussion that only Town meeting vote could transfer those funds.

Snow Removal Budget

Selectmen Chair Wisotzky asked if the inclusion of snow removal of private roads was in this snow removal budget. The response was that it would be in the Public Works Budget. Town Administrator, Rae Ann Palmer, suggested several scenarios. There was a continued conversation on the Snow Removal Budget and whether it had been budgeted enough for supplies. The discussion continued as to whether to increase the budget due to any pending unforeseeable storms. It was noted that there would be a discussion on the Snow Plowing and Maintenance of private roads policy at a work session the Board of Selectmen were holding followed by a formal decision on a revised policy on the 15th of December.

Municipal Street Lighting

DPW Director, Jay Norton, spoke to the budget request and the bulbs that were energy efficient.

Transfer Station

DPW Director, Jay Norton, spoke of the line item requests for this Public Building Maintenance request. Finance Committee, Chair, Robert Panessiti, asked if how the transition to credit card payments at the Transfer Station has gone and whether policies are in place. Mr. Norton said they are currently working on that as well as other issues that need to be addressed. Mr. Panessiti, spoke to cost increases with better controls. The Town Administrator spoke of the ongoing discussions that she has had with Jay Norton and the Health Agent, Pat Pajaron about the Transfer Station. Lori Meads, of the Finance Committee spoke of using Seaman's Bank's credit card machine client (TRI Transaction) as being a savings in cost.

Mr. Norton discussed the weight scales being implemented at the Transfer Station on August 21st, with \$15K being billed for approximately 150 tons weighed to date. Jay spoke of the staff involvement in checking loads of trash before it goes into the hopper. There was a discussion on changing the direction of the recycling area and the hopper location for drop off at the Transfer Station. The Town Administrator noted that the Transfer Station site will be discussed at length once the town has decided whether PAYT is to be implemented. There was a continued discussion on how to make the recycling area more efficient.

PAYT impact on the budget, if it were going to be implemented, was discussed.

The Town Administrator explained that staff at the Transfer Station are currently counting the number of people that are coming in daily. This figure will be used to determine whether to close the Transfer Station for any number of days during the week. There was a conversation around how much savings there would be if the Transfer Station were closed during major holidays in congruous with the holidays observed at Town Hall. There was a discussion on the impact closing one day during the off season would have on the budget with the restructuring of the staff against which days are the least busiest.

Public Building Maintenance

Jay Norton went through the line items in the Public Building Maintenance budget. He spoke of the building maintenance items being requested and the need for those items. Mr. Panessiti, asked about Jay's thoughts on the impact to the Budget if the DPW facility were moved from the Town Hall Road area. Mr. Norton felt that additional bays fitting all of the DPW vehicles would help the maintenance of the vehicles in the long run and that a new building would be more energy efficient. There was a discussion as to the progress of moving the DPW facility. It was noted by the Town Administrator that a site still needs to be determined through cooperation with the DOT Real Estate Office. It was explained that the DEP wants the vehicles and the salt shed off of the current property due to the Public Water Supply Well. There was an explanation to Selectmen Burgess on the current Town vehicle gasoline and diesel operation, consumption and cost.

Next, the DPW budget overages were discussed and which funds were given back to the town at the end of the year. Jay explained the reasons per line item with respect to wages, and energy costs.

Capital Budget

The creation of the FY17-5 year Capital Plan was discussed by the Town Administrator. Mr. Panessiti, explained the need for the list, for future items with an anticipated dollar amount. The Town Administrator asked that a dollar amount be agreed upon yearly and then what items fall into that request will be determined. Mr. Panessiti, cautioned against this due to a project being put off then being more costly down the road. Ms. Palmer spoke of the 10 year plan that is one of the Board of Selectmen objectives. Jay Norton spoke of his departments requests on the CIP.

It was asked by Finance Committee member, Roberta Lema, why there is not one sticker for both access to Town beaches and the Transfer Station. There was a discussion as to whether this was feasible. There was a discussion on the kinds of software that exists for Departments of Public Works. The Town Administrator noted that discussions are continuing for regional use of equipment including the purchase of software called *SeeClickFix*.

Jay Norton spoke of the building request for a new front door from the Police Chief at the Public Safety Facility. There was a discussion on the need for the Key Fob system on town building doors. Selectmen Chair Wisotzky asked for a usage comparison of police vehicles versus DPW vehicles. The Town Administrator spoke to the requests from the Police Department for Capital Improvements. She next spoke in greater detail about the request for a new radio system. She said that the State will be purchasing a new system in the next 3 years, but it was important to budget for a new system now, which includes replacing radios in the Fire Department.

Town Administrator, Rae Ann Palmer, next spoke of the requests from the Fire Department. The Chief is looking into grants for the Tanker. There was a brief discussion on the DEP clean-up of the Firing Range. The discussion around sharing Fire Department equipment was explained to Ms.

Lema as well as other regional ideas. The Town Administrator also spoke of replacement requests of the Animal Control vehicle and the replacement of the Beach truck. She noted that they are also looking at Recreation and Beach Department software. There was a discussion on the request to add on to the Recreation lounge, the Town Administrator covered the request but did say she needs to have further discussions with the Recreation and Beach Director about the request. There was an additional conversation on the request for the COA Shade Sail referring to it instead as the Community Center Shade Sail. The discussion led to the quote estimate that came in on the walking trail at Snow's Field. The Friends of Truro Recreation were going to see if they could get additional quotes since the first quote was so high, commenting that there is opposition from the abutters to Snow's Field. It was noted that there has been quorum issues with the Recreation Commission and they have not been able to meet. Mr. Panessiti spoke of the CPC funding and their choice of projects that they fund and vet.

Selectmen Chair Wisotzky spoke of the choices that the CPC has received for funding requests. Mr. Panessiti questioned their process and past issues. Selectmen Chair Wisotzky spoke to the CPC vetting the requests and perhaps the Selectmen can voice their priorities to the CPC beforehand. It was noted that Committees are not looking long term at their projects with the impact on the budget and maintenance and to formerly meet ahead of their projects with the Finance Committee to determine true costs.

The Truro Central School CIP was discussed and to get a meeting together between the Finance Committee and the School Committee. The Library Budget was discussed and it was suggested to look at the entire Library to see what can be done with the current space and analysis of the building. There was a discussion of the role of the Friends of the Truro Library.

The Town Administrator spoke of the Harbor Master needing a new engine for his boat with the cost being split over 3 years. The Town Accountant spoke to the Budget Task Force about materials for the next meeting.

At 9:47AM Selectmen Chair Wisotzky asked for a motion to adjourn. Selectmen Clerk Burgess so moved. Selectmen Weinstein seconded the motion. So voted 3-0.

Respectfully submitted, Nicole Tudor, Executive Assistant

Board of Selectmen

Paul Wisotzky, Chair

Maureen Burgess, Clerk

Robert Weinstein

Absent

Jan Worthington, Vice-Chair

Absent

Jay Coburn

**Truro Board of Selectmen
Meeting, December 8, 2015
Truro Public Library**

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

Conservation Commission Members Present: Chair Peter Romanelli; James Bisceglia, Larry Lown, Deborah McCutcheon, Diane Messinger, Linda Noons-Rose

Also Present: Town Administrator Rae Ann Palmer, Town Counsel John Giorgio, Conservation Agent Pat Pajaron, DPW Director Jay Norton; Town Accountant Trudi Brazil; COA Director Susan Travers; Fire Chief Tim Collins; DPW Foreman Tim King

Board of Selectmen Chair Paul Wisotzky and Conservation Commission Chair Peter Romanelli called the joint meeting to order at 5:30 p.m.

DISCUSSION OF ROLES

Town Counsel John Giorgio of Kopelman & Paige reviewed the regulatory role of Conservation Commission and the Board of Selectmen's management role of Town-owned property. He said that the roles of the two boards should not be mixed. It is the function of the Conservation Commission to give fair hearing for private owners and the Town. Attorney Giorgio said in the pre-application stage, the project proponent, whether Town or private, should have a licensed consulting engineer to manage the details. Conservation Commission can then come to an independent decision in a posted open meeting/public hearing. Pre-application advice should also be given at an open and posted meeting, according to Attorney Giorgio. He recommended a training session on holding effective hearings.

To illustrate the process, Paul Wisotzky introduced the Ballston Beach parking area as a specific project. Attorney Giorgio recommended inviting a consultant for the project to discuss concerns at an open meeting of the Conservation Commission.

WORKING RELATIONSHIPS

Attorney Giorgio said that boards should not overstep their authority in decision making. He said recommended compiling complete records at hearings before applying the law to the facts. Decisions should then be written very carefully based on the facts. John Giorgio recommended inviting the Town Administrator and engineers for Town projects to meetings when needed. He recommended a policy of not interfering with staff. Attorney Giorgio said that two department chairs might meet informally. However, he did not recommend formal public information requests from one Town board to another. Board members and Attorney Giorgio discussed the protocol for making Freedom of Information requests as an individual or on behalf of a board.

Board members and John Giorgio revisited parking space painting issues at Pamet Harbor in the hopes of finally putting the matter to rest. Rae Ann Palmer suggested looking

forward and working through proper channels from now on. Each board needs to be sensitive to contacting the proper authorities, she said.

Paul Wisotzky said that he and Peter Romanelli had agreed that they would like to put the Pamet Harbor issue to rest, but the boards returned to the perceived violation of the Wetlands Protection Act at Pamet Harbor. Chair Wisotzky reviewed the case once again about changing fees, an upgrade in the Land Management Agreement that led to the enforcement of parking at Pamet Harbor. Rae Ann Palmer noted, for the record, that the actions predate her, but she and the Harbor Master had made allowances for sunset viewing. Members from both boards commented on how the regulations had affected local use of the parking lot. There is the possibility of a shuttle service in the future. The Harbor Master has collected data on usage at the Harbor. From the audience, Bill Golden commented on the reaction of townspeople to the changes in parking. Selectman Robert Weinstein emphasized that accommodating large numbers of people at all Truro beaches is a concern for both boards. Peter Romanelli expressed his hope that the Pamet Harbor issue is to put to bed permanently.

The boards planned a joint meeting for January 5, 2016 at 6 p.m. This will take place prior to a public hearing the Conservation Commission will be holding for an aquaculture request.

ADJOURNMENT OF JOINT MEETING

Selectman Jay Coburn moved to adjourn the joint meeting. Maureen Burgess seconded. From the Conservation Commission, Larry Lowe moved to adjourn the joint meeting. Diane Messinger seconded. The motion carried unanimously with both boards, and the joint meeting was adjourned at 7:00 p.m. with the Board of Selectmen's work session to follow.

Paul Wisotzky called to order the work session of the Board of Selectmen at 7:05 p.m.

SNOW PLOWING AND MAINTENANCE OF PRIVATE ROADS

DPW Director Jay Norton had prepared a report on plowing and maintenance of private roads, which was commended by the Selectmen. His report included comparisons with other Cape towns. The Board and Rae Ann Palmer discussed management of private roads that are in home owners' associations. Chair Paul Wisotzky asked about changing policy according to Massachusetts General Law Chapter 40-6D for plowing private roads. MGL 40 6D would have to be adopted at Town Meeting, and it would not go into effect for another year. Jay Coburn said he favored a plan of making private roads acceptable as public roads at cost to the abutters. Fire Chief Tim Collins said that emergency vehicles have to be able to access any road.

Robert Weinstein said the 14-foot "box" maintenance should be required for any road that requests plowing. Paul Wisotzky addressed the isolated home owners who do not have a will to create a home owners' association. COA Director Susan Travers maintains a list of elders and Reassurance members, who need to have their roads accessible. Roads in the National Seashore also need to be addressed. Tim King said plowing on an

“as needed” basis is how the DPW has always operated because of equipment and staff limitations. It has worked in the past with the exception of last winter, he said.

Town Accountant Trudi Brazil said it is very difficult to codify emergency situation, but she suggested a statement that plowing would still be done on a case by case basis. Rae Ann Palmer had suggestions for plowing priorities without listing roads by name. Fire Chief Tim Collins gave assurances that the Fire Department would get to emergencies.

Jay Norton could plow elder list roads after the public roads. Selectmen’s Plowing Policy #17 will be the framework for further discussion of plowing private roads at the December 15, 2015 Selectmen’s meeting.

TOWN HALL REORGANIZATION

Town Administrator Rae Ann Palmer focused in on the Assistant Town Administrator in the General Government section and a part-time Planner in the Community Preservation section of the Reorganization Plan. She recommends two separate staff members: a true Assistant Town Administrator and an experienced Planner to work with the Planning Board. Ms. Palmer discussed possible salary ranges for the positions. The Selectmen agreed that the Town Administrator should go ahead with hiring an Assistant Town Administrator. For now the consultant Planner will continue working with the Town.

ADJOURNMENT

Jay Coburn moved to adjourn. Robert Weinstein seconded, and the motion carried 5-0. The meeting was adjourned at 7:58 p.m.

Respectfully submitted,

Mary Rogers
Recording Secretary

Paul Wisotzky, Chair

Maureen Burgess, Clerk

Jay Coburn

Janet Worthington, Vice-chair

Robert Weinstein