



Truro Board of Selectmen Meeting Agenda

Tuesday, April 19, 2016

Regular Board of Selectmen Meeting - 5:00pm

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

EXECUTIVE SESSION – 4:45 PM

Executive Session pursuant to G.L. c. 30A, §21(a)(2), to conduct strategy sessions in preparation for negotiations with non-union personnel and/or to conduct contract negotiations with non-union personnel: Town Administrator (Rae Ann Palmer) contract.

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

- A. **402-408 Shore Road:** A Public Hearing in accordance with the provisions of Massachusetts General Laws, Chapter 139, sections 1 through 3A, to determine whether the buildings located at 402 and 408 Shore Rd, Truro, Massachusetts, are dilapidated or are dangerous buildings and whether an order should be issued adjudging said buildings to be a nuisance to the neighborhood or dangerous.
- B. **Common Victualer License – Box Lunch:** A Public Hearing on an application for a new Common Victualer (food) license received from Julie Grande (JCG, LLC) dba Box Lunch with Julie Grande as the new Manager/Owner, located at 300 Route 6, Unit 4, Truro, MA.

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Review, Approve and Interview Rex McKinsey for Recreation Commission Appointment

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

- A. Presentation of FY17 Cape Cod Regional Tech High School Budget
Presenter: Bob Sanborn, Cape Cod Tech's Superintendent and Erin Orcutt, Business Manager
- B. Review and Approve the ACH Positive Pay Agreement with Cape Cod Five Cents Savings Bank
Presenter: Cynthia Slade, Town Treasurer
- C. Update on 2016 Board of Selectmen Goals and Objectives
Presenter: Rae Ann Palmer, Town Administrator
- D. Process to Develop 2017 Board of Selectmen Goals and Objectives
Presenter: Jay Coburn, Board of Selectmen
- E. Process and Timeline to Review Charges of Multi-Member Boards and Committees
Presenter: Paul Wisotzky, Chair Board of Selectmen
- F. Discussion of Meeting Date and Purpose for Part-time Residents Forum in the Summer
Presenter: Paul Wisotzky, Chair Board of Selectmen
- G. Review Letter to Senator Warren and Potential Op Ed piece regarding the Centennial of the National Park
Presenter: Maureen Burgess, Clerk, Board of Selectmen
- H. Discussion of Town Administrator's contract renewal; votes may be taken.

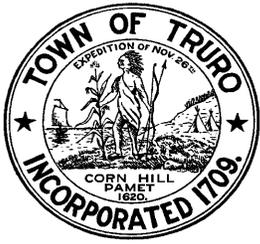
6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 1. Town of Truro Agreement with MJT Enterprises Inc. dba Cape Cod Oil Company for supply and delivery of Diesel and Diesel Direct for supply and delivery of Diesel for Fiscal 2017

2. United Site Services agreement with the Town of Truro for the leasing and maintenance of Portable Toilets for Fiscal Year 2017
 3. One Day Pouring License for the Truro Historical Society, for May 6, 2016 at the Cobb Library, 13 Truro Center Road; One Day Pouring and Entertainment Licenses for Truro Center for the Arts at Castle Hill, (10 Meeting House Rd, & 3 Edgewood Way) 5/20; 6/18; 7/3; 7/23; 8/6; 8/26; and 8/27. One Day Pouring Application and License for July 18th at the Pamet Harbor Yacht Club authorizing the Vice-Chair to sign.
 4. Review and approve DRAFT DHCD Regulatory Agreement for Habitat's upcoming 143 Route 6 Truro and authorize the Chair to sign the final draft so long as there are no substantive changes.
- B. Review and Approve the reappointment of Kevin Grunwald as a Truro representative to the Cape Cod Commission for a term of three years, effective April 25, 2016 through April 24, 2019.
 - C. Review and Approve Renewal of Seasonal Licenses: Days Market, Jules Besch Stationers and Hillside Farm Stand (Transient Vendor), Jams Inc. (Common Victualer and Transient Vendor), Blackfish Restaurant (Common Victualer), & Joey Rugo's Food Truck (Hawker Peddler)
 - D. Declaration of Surplus Property from COA, Library, Town Hall and IT Department
 - E. Review and Approve Regular Board of Selectmen Minutes – March 29th, 2016

7. SELECTMEN AND LIAISON AND TOWN ADMINISTRATOR REPORTS

8. NEXT MEETING AGENDA: Wednesday, May 11th



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: April 19, 2016

ITEM: Public Hearing on properties located at 402 and 408 Shore Rd.

EXPLANATION: The Board of Selectmen are conducting a public hearing to determine whether the buildings located at 402 Shore Rd and 408 Shore Rd are dilapidated or are dangerous buildings and whether an order adjudging said buildings as a nuisance to the neighborhood or dangerous should be issued. Property owners and Abutters were notified of said hearing. Interested members from the Public may attend and comment as well as the property owners. Staff will provide information and photographs regarding the condition of the properties.

SUGGESTED ACTION: MOTION TO

ATTACHMENTS:

1. Public Hearing Notices from Town Counsel to Property Owners



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

TOWN OF TRURO PUBLIC HEARING

On Tuesday April 19th, 2016 at 5:00 p.m., in the Selectmen's Chambers, Truro Town Hall, 24 Town Hall Road, Truro, Massachusetts, the Board of Selectmen will hold a public hearing in accordance with the provisions of Massachusetts General Laws, Chapter 139, sections 1 through 3A, to determine whether the buildings located at 402 and 408 Shore Rd, Truro, Massachusetts, are a dilapidated or are dangerous buildings and whether an order adjudging said buildings to be a nuisance to the neighborhood or dangerous should issue. Comments from the public will be heard, and all interested parties are urged to attend.

Paul Wisotzky
Chair, Board of Selectmen



KOPELMAN AND PAIGE, P.C.
The Leader in Public Sector Law

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

March 24, 2016

Joshua D. Monahan
jmonahan@k-plaw.com

BY FACSIMILE ONLY - 617-770-1700



QuickServ
P.O. Box 869103
Milton, MA 02186

Re: Town of Truro Notice of Hearing to Barbara Rybeck of Meriden, CT

Dear Sir/Madam:

Enclosed please find a Notice Hearing for Ms. Barbara Rybeck at 562 Baldwin Avenue, Unit 17, Meriden Connecticut 06450. Kindly serve on Ms. Rybeck and forward your Return of Service to me at your earliest convenience.

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

Joshua D. Monahan

JDM/smm

Enc.

cc: Board of Selectmen
Town Administrator

551397/TRUR/0006



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Town Administrator

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

March 23, 2016

Ms. Barbara Rybeck
562 Baldwin Avenue, Unit 17
Meriden, CT 06450

Ms. Joan Siniscalco
16 Stonegate Circle
Cheshire, CT 06410

NOTICE OF HEARING
DILAPIDATED OR DANGEROUS BUILDINGS
402 SHORE ROAD, TRURO, MASSACHUSETTS

Dear Ms. Rybeck and Siniscalco:

On Tuesday, April 19, 2016 at 5:00 p.m., in the Selectmen's Chambers, Truro Town Hall, 24 Town Hall Road, Truro, Massachusetts, the Board of Selectmen will hold a public hearing in accordance with the provisions of Massachusetts General Laws, Chapter 139, sections 1 through 3A, to determine whether the building located on the property owned by you at 402 Shore Road, Truro, Massachusetts, is a dilapidated or dangerous building and whether an order adjudging said building to be a nuisance to the neighborhood or dangerous should issue.

Please be advised that an order adjudging said building to be a nuisance to the neighborhood or dangerous may result in an order requiring you to demolish the building or take such other action as the Board of Selectmen deem necessary and reasonable to abate the nuisance or dangerous conditions.

You are invited to attend the hearing and at that time you may produce any documentation and/or witnesses to show that the building is not a nuisance to the neighborhood or dangerous. You may be represented by counsel at your own expense if you so choose.

If you have any questions in this regard, you may contact Town Administrator Rae Ann Palmer at 508-349-7004.

Very truly yours,

Rae Ann Palmer
Town Administrator



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March 24, 2016

Joshua D. Monahan
jmonahan@k-plaw.com

BY FACSIMILE ONLY - 617-770-1700

QuickServ
P.O. Box 869103
Milton, MA 02186



Re: Town of Truro Notice of Hearing to Kevin R. Shea, Newton, MA

Dear Sir/Madam:

Enclosed please find a Notice Hearing for Mr. Kevin Shea at 47 Studio Road, Newton, Massachusetts 02466. Kindly serve on Mr. Shea and forward your Return of Service to me at your earliest convenience.

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

Joshua D. Monahan

JDM/smm

Enc.

cc: Board of Selectmen
Town Administrator

551394/TRUR/0006



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Town Administrator

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

March 23, 2016

Kevin R. Shea
47 Studio Road
Newton, MA 02466

NOTICE OF HEARING
DILAPIDATED OR DANGEROUS BUILDINGS
408 SHORE ROAD, TRURO, MASSACHUSETTS

Dear Mr. Shea:

On Tuesday, April 19, 2016 at 5:00 p.m., in the Selectmen's Chambers, Truro Town Hall, 24 Town Hall Road, Truro, Massachusetts, the Board of Selectmen will hold a public hearing in accordance with the provisions of Massachusetts General Laws, Chapter 139, sections 1 through 3A, to determine whether the buildings located on the property owned by you at 408 Shore Road, Truro, Massachusetts, are dilapidated or dangerous buildings and whether an order adjudging said buildings to be a nuisance to the neighborhood or dangerous should issue.

Please be advised that an order adjudging said buildings to be a nuisance to the neighborhood or dangerous may result in an order requiring you to demolish the buildings or take such other action as the Board of Selectmen deem necessary and reasonable to abate the nuisance or dangerous conditions.

You are invited to attend the hearing and at that time you may produce any documentation and/or witnesses to show that the building is not a nuisance to the neighborhood or dangerous. You may be represented by counsel at your own expense if you so choose.

If you have any questions in this regard, you may contact Town Administrator Rae Ann Palmer at 508-349-7004.

Very truly yours,

Rae Ann Palmer
Town Administrator



KOPELMAN AND PAIGE, P.C.
The Leader in Public Sector Law

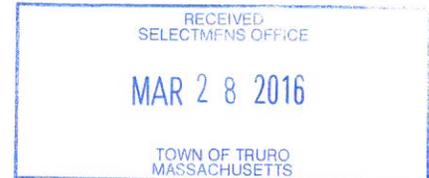
101 Arch Street
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March 24, 2016

Joshua D. Monahan
jmonahan@k-plaw.com

BY FACSIMILE ONLY - 617-770-1700

QuickServ
P.O. Box 869103
Milton, MA 02186



Re: Town of Truro Notice of Hearing to Joan Siniscalco of Cheshire, CT

Dear Sir/Madam:

Enclosed please find a Notice Hearing for Ms. Joan Siniscalco at 16 Stonegate Circle, Cheshire, Connecticut 06410. Kindly serve on Ms. Siniscalco and forward your Return of Service to me at your earliest convenience.

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

Joshua D. Monahan

JDM/smm

Enc.

cc: Board of Selectmen
Town Administrator

551397/TRUR/0006



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Town Administrator

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

March 23, 2016

Ms. Barbara Rybeck
562 Baldwin Avenue, Unit 17
Meriden, CT 06450

Ms. Joan Siniscalco
16 Stonegate Circle
Cheshire, CT 06410

NOTICE OF HEARING
DILAPIDATED OR DANGEROUS BUILDINGS
402 SHORE ROAD, TRURO, MASSACHUSETTS

Dear Ms. Rybeck and Siniscalco:

On Tuesday, April 19, 2016 at 5:00 p.m., in the Selectmen's Chambers, Truro Town Hall, 24 Town Hall Road, Truro, Massachusetts, the Board of Selectmen will hold a public hearing in accordance with the provisions of Massachusetts General Laws, Chapter 139, sections 1 through 3A, to determine whether the building located on the property owned by you at 402 Shore Road, Truro, Massachusetts, is a dilapidated or dangerous building and whether an order adjudging said building to be a nuisance to the neighborhood or dangerous should issue.

Please be advised that an order adjudging said building to be a nuisance to the neighborhood or dangerous may result in an order requiring you to demolish the building or take such other action as the Board of Selectmen deem necessary and reasonable to abate the nuisance or dangerous conditions.

You are invited to attend the hearing and at that time you may produce any documentation and/or witnesses to show that the building is not a nuisance to the neighborhood or dangerous. You may be represented by counsel at your own expense if you so choose.

If you have any questions in this regard, you may contact Town Administrator Rae Ann Palmer at 508-349-7004.

Very truly yours,

Rae Ann Palmer
Town Administrator



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: April 19, 2016

ITEM: Approval of New Seasonal Common Victualer (Food) License-Box Lunch

EXPLANATION: There is a new owner listed for Truro’s Box Lunch as indicated on their 2016 seasonal license renewal application and supporting documentation under the authority of the Board of Selectmen as Local Licensing Authorities. Please know that if you approve this license, the license will be issued only upon compliance with all regulations and upon receipt of the necessary documents and fees. There were no reported issues with this establishment in 2015. The Board of Health will hold a hearing on the food service licenses on April 20, 2016.

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
Chapter 140 § 2	Common Victualer -Cook, Prepare & Serve Food	Box Lunch

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Licensee will not be issued a Common Victualer (food) License for 2016 for Box Lunch (Truro).

SUGGESTED ACTION: *MOTION TO approve the new 2016 seasonal common victualer (food) license for Box Lunch (Truro) upon compliance with all regulations and receipt of the necessary documents and fees and requirements from the Health Department.*

ATTACHMENTS:

1. Public Hearing Notice
2. Application for Box Lunch



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

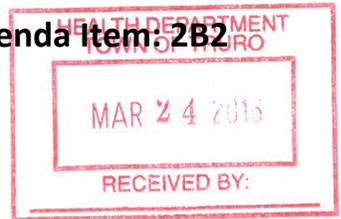
Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

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

TOWN OF TRURO
PUBLIC HEARING
**NEW BUSINESS LICENSE
COMMON VICTUALER**

The Truro Board of Selectmen will hold a public hearing on Tuesday, **April 19th, 2016 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro, on an application for a new Common Victualer (food) license received from Julie Grande (JCG, LLC) dba Box Lunch with Julie Grande as the new Manager/Owner, located at 300 Route 6, Unit 4, Truro, MA. Comments from the public will be heard, and all interested parties are urged to attend.

Paul Wisotzky, Chairman
Board of Selectmen
Town of Truro



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 checked="" 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 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: 5/1/2016
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date: 11/1/2016
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours 6 AM 6 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 Julie Grande JCG, LLC

Name of Business/Corporation/Partnership JCG, LLC dba Box Lunch

Business Location 300 RT 6 TRURO, MA 02666
Truro Street Address

Mailing Address of Business 300 RT 6 Truro, MA 02666
Please use preferred mailing address for any Town Correspondence

Business Contact Information 508-487-4545 (Box Lunch) [REDACTED]

Name of Manager Julie Grande boxlunchptown@gmail.com
Business Number/Cell Number/Email Address
Please Print

Manager Contact Information Julie Grande Cell: 203-948-1046 box lunchptown
 Manager's Mailing Address 300 RT 6 Truro, Mass 02666 ^{Cell Number/Email Address} aj@gmail.com
 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.

Julie Grande
 Print Name

J Grande
 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 _____

Administration Office-Main Floor -Town Hall -24 Town Hall Road -PO Box 2030 Truro MA 02666 Page | 2



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: JG, LLC dba Box Lunch
 Address: 300 Rt 6 Truro, Ma 026
 City/State/Zip: _____ Phone #: 508.487.4545

Are you an employer? Check the appropriate box:

1. I am an employer with 4/5 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: Fireside Insurance
 Insurer's Address: 36 Shank Painter Rd #10 / P.O. Box 760
 City/State/Zip: Provincetown, MA 02657

Policy # or Self-ins. Lic. # _____ Expiration Date: ~~3/11/16~~ 3/16/2016

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: J Grande Date: 3/11/16
 Phone #: Cell: [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 #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03-23-2016

PRODUCER FIRESIDE INSURANCE AGENCY INC #10 Shank Painter Cmn POB 760 Provincetown, MA 02657-0760 (508)487-9044		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED BOX LUNCH PROVINCETOWN J.C.G., LLC 353 COMMERCIAL ST. #4 PROVINCETOWN, MA 02657		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: GUARD INS CO	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	[REDACTED]	05-15-15 05-15-16	05-15-16 05-15-17	EACH OCCURRENCE	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		AUTOMOBILE LIABILITY				MED EXP (Any one person)	\$ 5,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PERSONAL & ADV INJURY	\$ 1,000,000
		GARAGE LIABILITY				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> ANY AUTO				PRODUCTS - COMP/OP AGG	\$ 1,000,000
		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
		<input type="checkbox"/> AUTO ONLY - EA ACCIDENT					
		<input type="checkbox"/> OTHER THAN AUTO ONLY:					
		<input type="checkbox"/> EA ACC <input type="checkbox"/> AGG					
		<input type="checkbox"/> EACH OCCURRENCE <input type="checkbox"/> AGGREGATE					
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	[REDACTED]	03-26-16	03-26-17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
		E.L. EACH ACCIDENT				\$ 100,000	
		E.L. DISEASE - EA EMPLOYEE				\$ 100,000	
	OTHER					E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RESTAURANT / SANDWICH SHOP
300 ROUTE 6
TRURO, MA. 02666

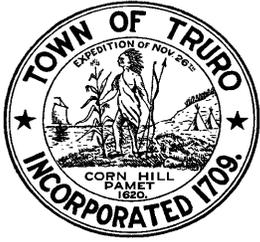
CERTIFICATE HOLDER

TOWN OF TRURO
LICENSING DEPT.
TOWN HALL
TRURO MA. 02666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHOR _____



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Recreation Commission

REQUESTOR: Jackson Dutra, Chair of Recreation Commission

REQUESTED MEETING DATE: April 19, 2016

ITEM: Appointment to fill a vacancy on the Recreation Commission

EXPLANATION: An Application to serve was received from Rex McKinsey on April 11, 2016 for an appointment on the Recreation Commission. There are currently 2 vacancies on the Recreation Commission with unexpired terms (6/30/2017). This appointment will fill one of those vacancies. As the appointing authority the Board of Selectmen will review the application and interview the applicant.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The vacancy will remain open.

SUGGESTED ACTION: MOTION TO *approve the appointment of Rex McKinsey to the Recreation Commission for an unexpired three year term.*

ATTACHMENTS:

1. Application to serve-Rex McKinsey



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Rex McKinsey HOME TELEPHONE: [REDACTED]

ADDRESS: 3. South Highland Rd WORK PHONE: [REDACTED]

MAILING ADDRESS: PO Box 1894 - 02657 E-MAIL: [REDACTED]

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

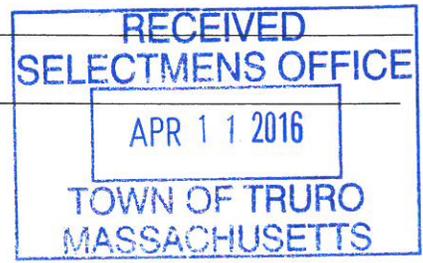
SPECIAL QUALIFICATIONS OR INTEREST: well versed in beach, Harbor, and environmental issues
Interested in childrens Recreation opportunities

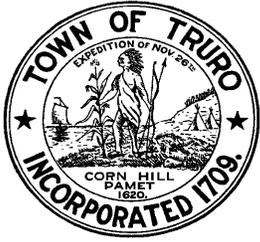
COMMENTS: _____

SIGNATURE: [Signature] DATE: 11 April 16,

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL) _____
Chair of Recreation Commission , Jackson Dutra, endorses and supports this applicant for an appointment on the Recreation Commission. 4.12.2016

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





TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Bob Sandborn, Superintendent, Cape Cod Regional Technical School

REQUESTED MEETING DATE: April 19, 2016

ITEM: Presentation of the FY17 Cape Cod Regional Technical Budget to the Truro Board of Selectmen

EXPLANATION: The Superintendent of the Cape Cod Regional Technical School has requested the opportunity to present the School's budget to the Board of Selectmen.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: MOTION TO

ATTACHMENTS:

1. Power Point Presentation on the FY17 Cape Cod Tech School
2. Cape Cod Tech-Line Item Budget
3. Cape Cod Tech Information for the Town of Truro



CAPE COD

R E G I O N A L

Technical High School

**FY17 Budget Presentation
Truro BOS**

April 19, 2016

Cape Cod Tech

Finance Committee

Anthony Tullio – Wellfleet (chair)

Bernard Richardson – Eastham

Ann Williams – Barnstable

Stefan Galazzi – Orleans

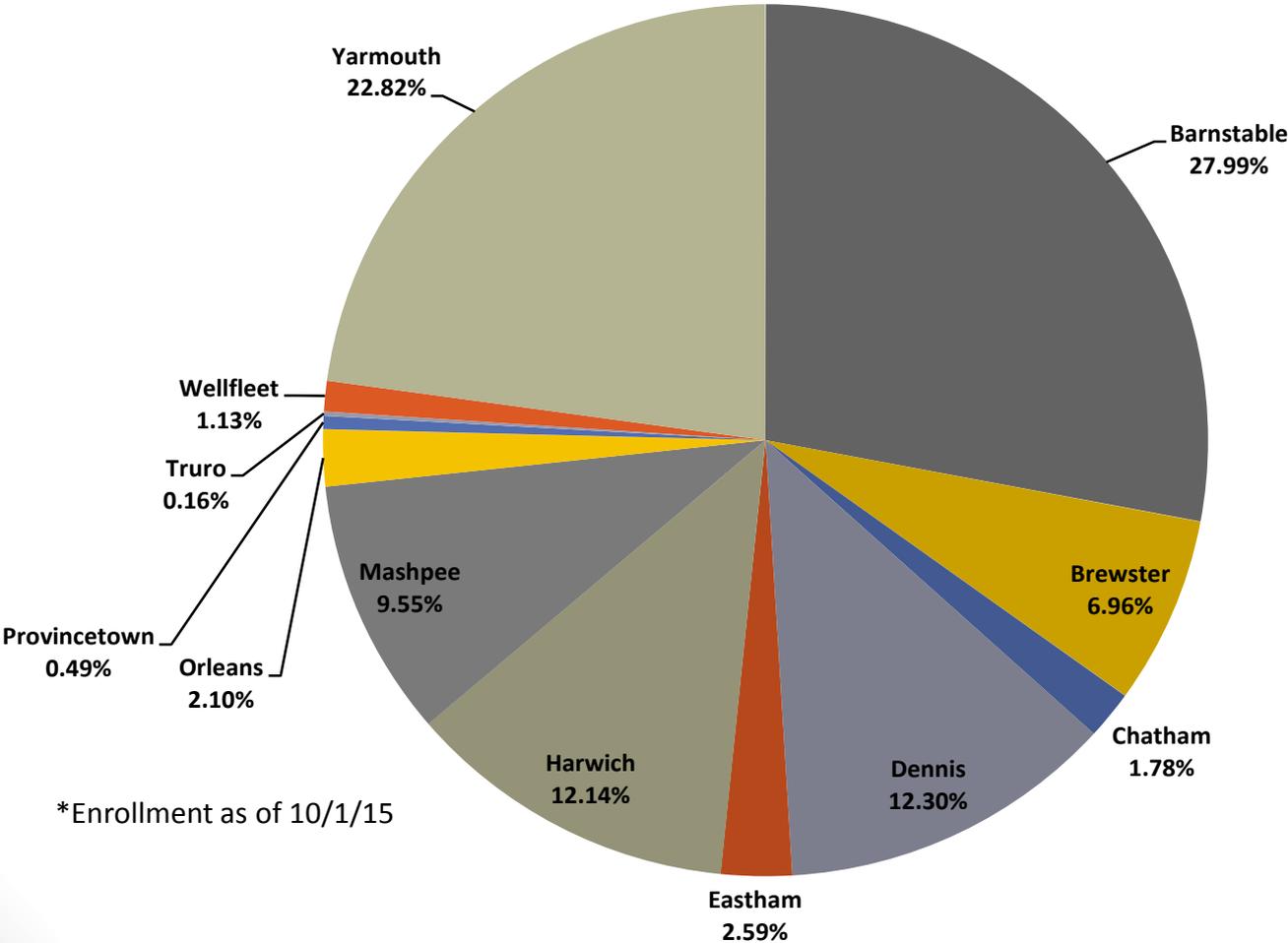
Buck Upson – Chatham



Truro Students at Cape Cod Tech

Year	Barnstable Enrollment	Percentage of Total Enrollment
2012	171	25.60%
2013	168	25.69%
2014	168	25.69%
2015	176	27.16%
2016	173	27.99%

FY17 Enrollment



*Enrollment as of 10/1/15



FY17 Enrollment by Town

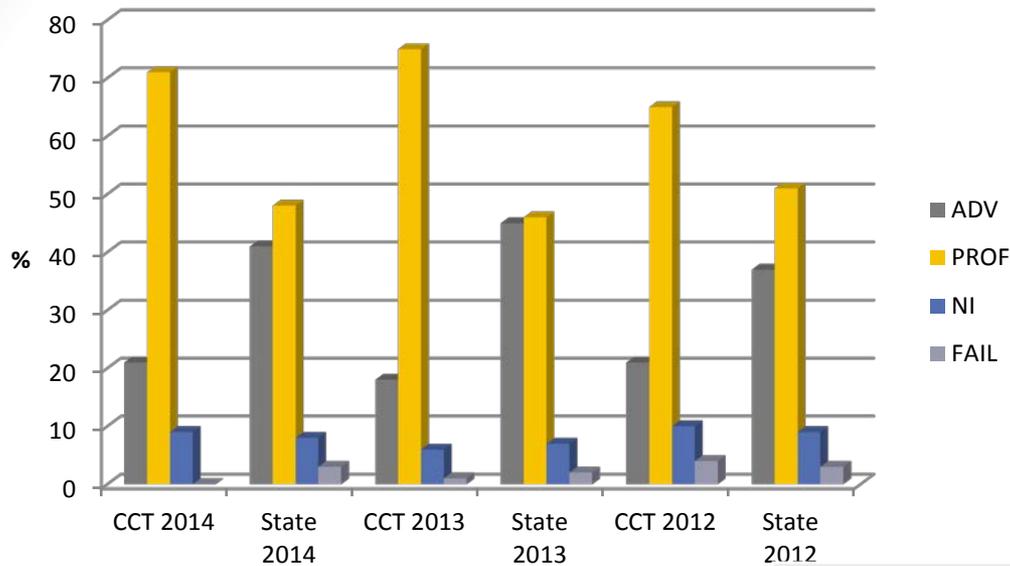
Enrollments	Students		Change
	FY17	FY16	
Barnstable	173	176	-3
Brewster	43	39	4
Chatham	11	17	-6
Dennis	76	77	-1
Eastham	16	11	5
Harwich	75	73	2
Mashpee	59	62	-3
Orleans	13	14	-1
Provincetown	3	4	-1
Truro	1	2	-1
Wellfleet	7	8	-1
Yarmouth	141	163	-22
Out of District		2	-2
	618	648	



Student Enrollment Trend

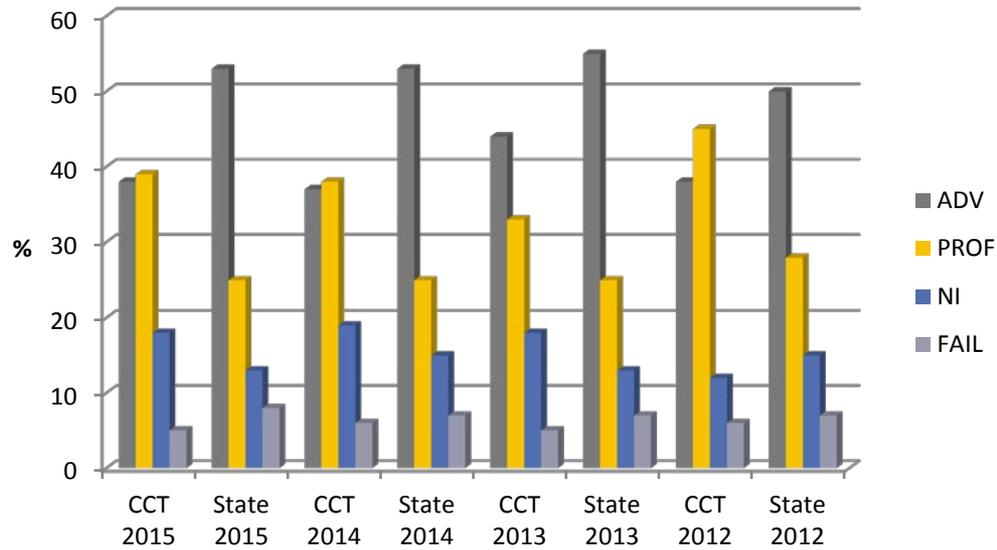
	2011		2012		2013		2014		2015		2016	
	Students	%										
Barnstable	183	26.41%	171	25.60%	168	25.69%	168	25.69%	176	27.16%	173	27.99%
Brewster	45	6.49%	39	5.84%	42	6.42%	42	6.42%	39	6.02%	43	6.96%
Chatham	18	2.60%	19	2.84%	23	3.52%	21	3.21%	17	2.62%	11	1.78%
Dennis	98	14.14%	92	13.77%	93	14.22%	85	13.00%	77	11.88%	76	12.30%
Eastham	12	1.73%	17	2.54%	14	2.14%	13	1.99%	11	1.70%	16	2.59%
Harwich	68	9.81%	74	11.08%	85	13.00%	73	11.16%	73	11.27%	75	12.14%
Mashpee	67	9.67%	62	9.28%	55	8.41%	57	8.72%	62	9.57%	59	9.55%
Orleans	18	2.60%	19	2.84%	14	2.14%	12	1.83%	14	2.16%	13	2.10%
Provincetown	5	0.72%	5	0.75%	4	0.61%	6	0.92%	4	0.62%	3	0.49%
Truro	6	0.87%	5	0.75%	5	0.76%	3	0.46%	2	0.31%	1	0.16%
Wellfleet	6	0.87%	4	0.60%	4	0.61%	6	0.92%	8	1.23%	7	1.13%
Yarmouth	166	23.95%	161	24.10%	147	22.48%	168	25.69%	163	25.15%	141	22.82%
Out-of-District									2	0.31%		
	693		668		654		654		648		618	

MCAS ELA 2012 - 2015



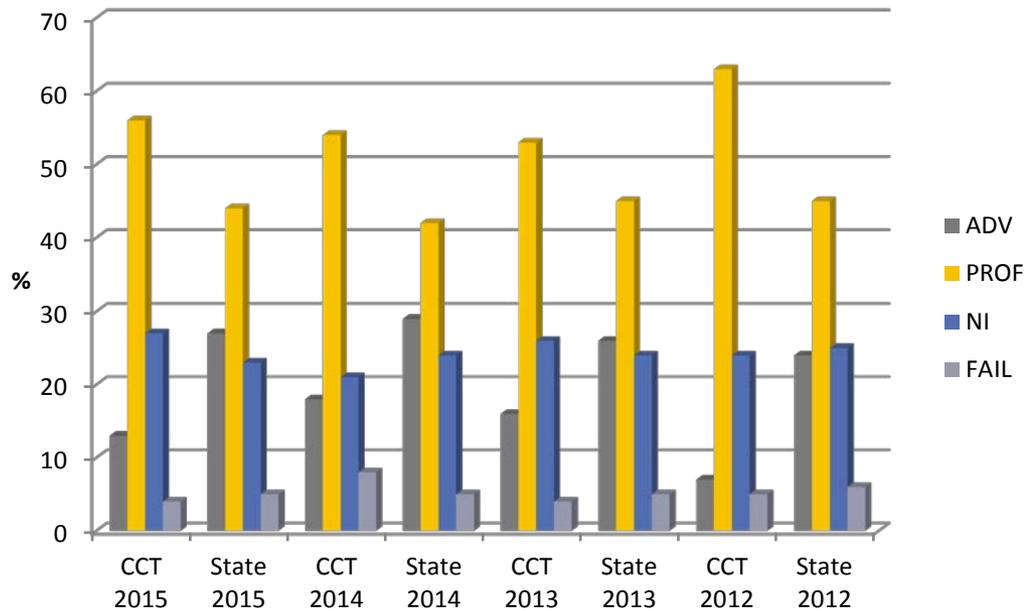
MCAS ELA 2012 - 2015				
	ADV	PROF	NI	FAIL
CCT 2015	18	71	11	0
State 2015	49	42	6	3
CCT 2014	21	71	9	0
State 2014	41	48	8	3
CCT 2013	18	75	6	1
State 2013	45	46	7	2
CCT 2012	21	65	10	4
State 2012	37	51	9	3

MCAS MATH 2012 - 2015



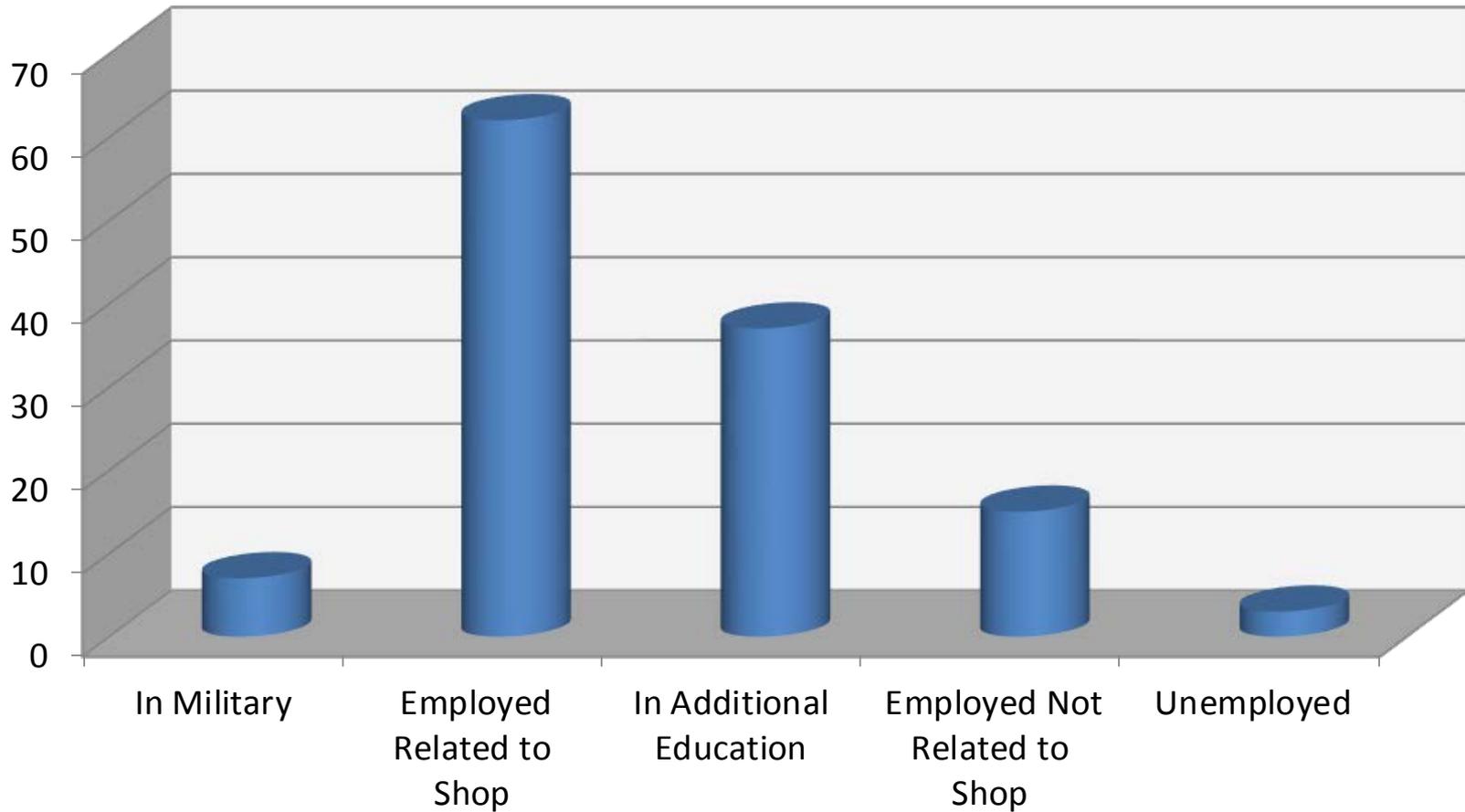
MCAS MATH 2012 - 2015				
	ADV	PROF	NI	FAIL
CCT 2015	38	39	18	5
State 2015	53	25	13	8
CCT 2014	37	38	19	6
State 2014	53	25	15	7
CCT 2013	44	33	18	5
State 2013	55	25	13	7
CCT 2012	38	45	12	6
State 2012	50	28	15	7

MCAS SCIENCE 2012 - 2015



MCAS SCIENCE 2012 - 2015				
	ADV	PROF	NI	FAIL
CCT 2015	13	56	27	4
State 2015	27	44	23	5
CCT 2014	18	54	21	8
State 2014	29	42	24	5
CCT 2013	16	53	26	4
State 2013	26	45	24	5
CCT 2012	7	63	24	5
State 2012	24	45	25	6

2014 Post-Graduate Follow-up Study



Class of 2014 Graduate Follow-up Study

Shop	Number of Graduates	Survey Responses	Shop Grads as % of Total Grads	Response to Survey	In Military	Employed Related to Shop	In Additional Education	Employed Not Related to Shop	Unemployed	Not in Labor Force
Auto Body	5	5	3.5%	100.0%	0	2	0	2	1	0
AutoTech	11	10	7.8%	90.9%	0	6	4	0	0	0
Carpentry	3	3	2.1%	100.0%	0	2	0	1	0	0
Cosmetology	6	6	4.3%	100.0%	0	4	2	0	0	0
Culinary Arts	12	12	8.5%	100.0%	0	7	4	1	0	0
Dental Assisting	6	6	4.3%	100.0%	0	3	1	2	0	0
Early Education	7	6	3.5%	85.7%	0	4	2	0	0	0
Electrical	8	8	7.0%	100.0%	0	4	2	2	0	0
Graphic Arts	8	7	9.8%	87.5%	1	1	3	2	0	0
Health Tech	12	11	7.7%	91.7%	0	6	4	0	1	0
HVAC	3	2	4.9%	66.7%	0	1	1	0	0	0
Horticulture	11	11	4.9%	100.0%	1	7	1	1	1	0
Information Technology	13	10	7.0%	40.0%	1	2	7	0	0	0
Marine Services	10	10	5.6%	100.0%	1	4	4	1	0	0
Welding	9	9	6.3%	77.8%	0	5	1	3	0	0
Plumbing	10	8	8.4%	100.0%	3	4	1	0	0	0
Entire School >>	134	124	100.0%	92.5%	7	62	37	15	3	0

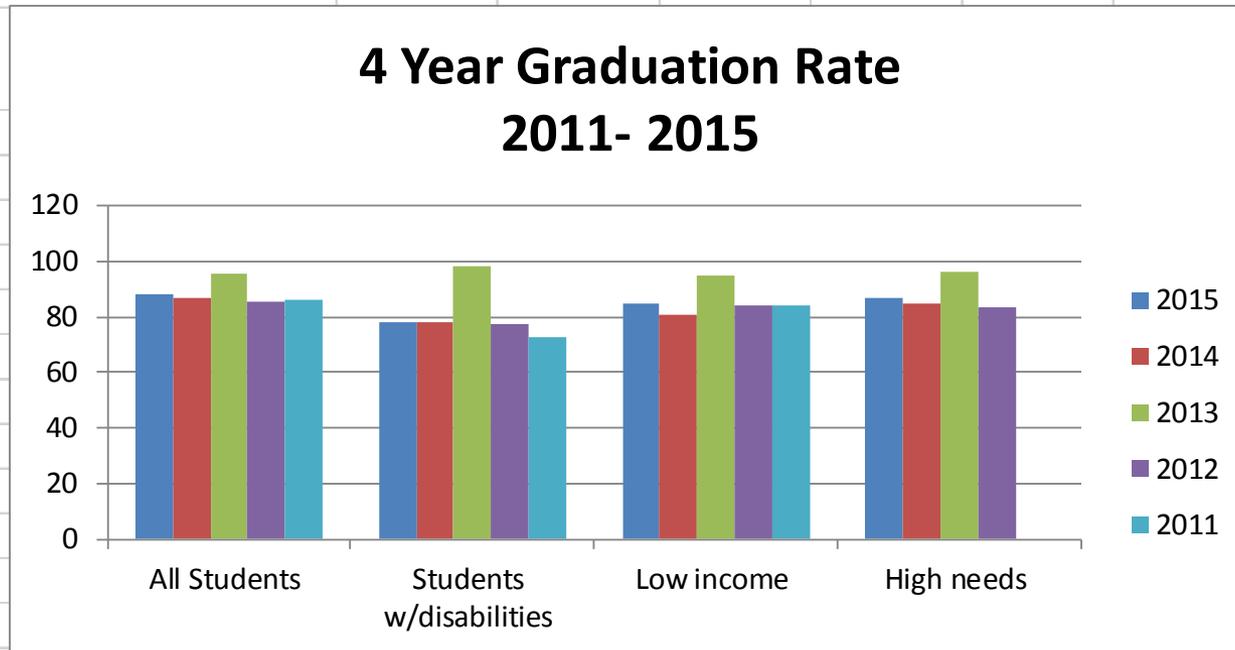
District Demographics History

Selected Populations 2012- 2016										
Title	2015 - 2016		2014 - 2015		2013 - 2014		2012 - 2013		2011 - 2012	
	% of District	% of State								
First Language not English	2.8	19	2.5	18.5	1.8	17.8	1.2	17.3	1.5	16.7
English Language Learner	1.9	9	2	8.5	1.7	7.9	1.1	7.7	1	7.3
Students With Disabilities	25.3	17.2	26.4	17.1	24	17	24.3	17	28	17
High Needs	48.4	43.5	50.7	42.2	54.1	48.8	52.1	47.9	N/A	N/A
Economically Disadvantaged/Low Income (prior to 2014-2015)	29.7	27.4	30.6	26.3	40.5	38.3	36.7	37	41.5	35.2

Enrollment 2012- 2016										
Title	2015 - 2016		2014 - 2015		2013 - 2014		2012 - 2013		2011 - 2012	
	% of District	% of State								
African American	4.9	8.8	4.9	8.7	4.7	8.7	4.9	8.6	4.6	8.3
Asian	0.3	6.5	0.5	6.3	0.8	6.1	0.8	5.9	0.4	5.7
Hispanic	9.7	18.6	9.1	17.9	8.9	17	8.7	16.4	9.4	16.1
Native American	2.1	0.2	1.4	0.2	1.8	0.2	1.2	0.2	1.3	0.2
White	78.2	62.7	79.1	63.7	79.8	64.9	80	66	79.3	67
Native Hawaiian, Pacific Islander	0.2	0.1	0	0.1	0	0.1	0	0.1	0.1	0.1
Multi-Race, Non-Hispanic	4.5	3.2	4.9	3.1	4	2.9	4.4	2.7	4.6	2.5

4- Year Graduation Rate History

4-Year Graduation Rate 2015, 2014, 2013, 2012 & 2011					
	2015	2014	2013	2012	2011
All Students	88.1	86.4	95.6	85.2	85.8
Students w/disabilities	77.8	77.8	98.1	77.2	72.9
Low income	84.7	81	94.7	83.7	84.2
High needs	86.7	85	96.1	83.3	n/a



The FY17 Budget A Decrease

\$14,459,000

-.50%

Five Year History

Fiscal Year	Budget
FY12	2.56%
FY13	2.79%
FY14	2.79%
FY15	2.98%
FY16	4.49%*

*\$250,000 Capital Stabilization Transfer

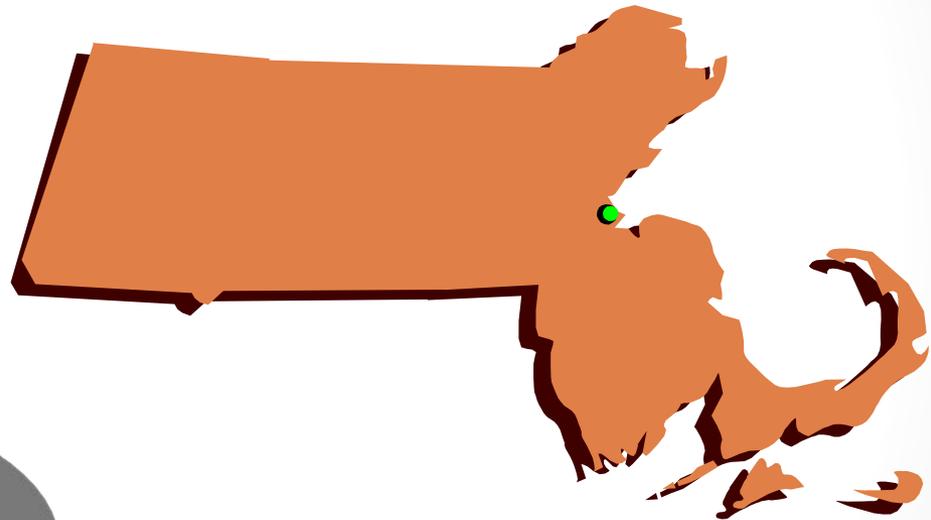
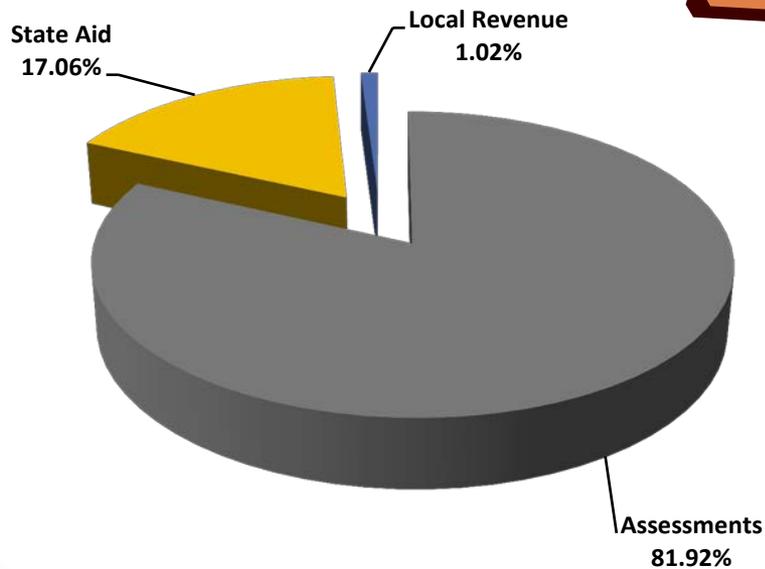


Costs Unique to a Regional H.S. Budget

Budget Categories	FY16 Projected Cost
Insurances property, liability, health, dental unemployment, workers compensation and other fringe benefits	\$2,481,890
Snow Removal and Sanding	\$25,000
School Resource Officer	\$20,000
Equipment Maintenance	\$116,000
Capital Building Improvements	<u>\$250,000</u>
(20% of the total operating budget)	

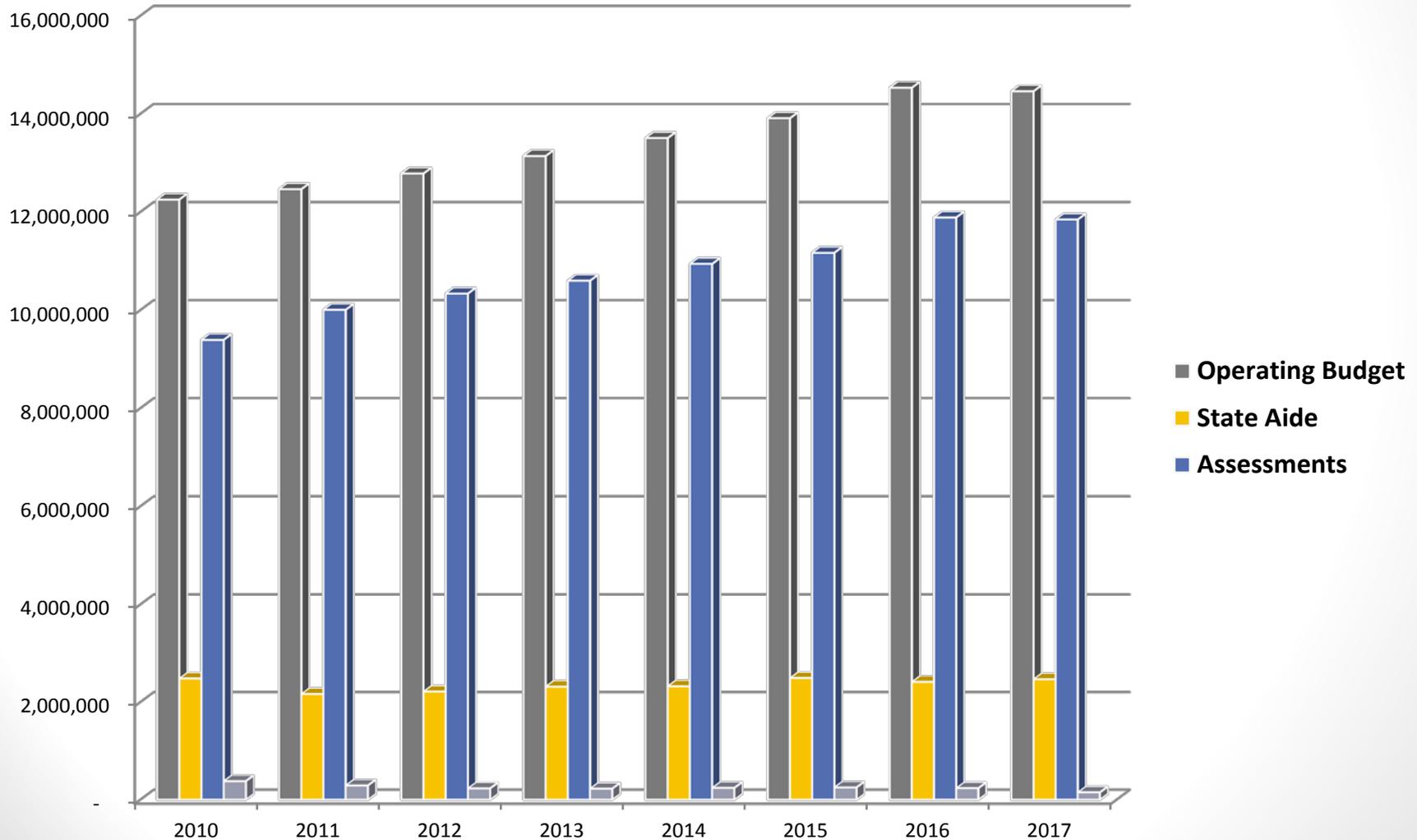


Where Does the Money Come From?

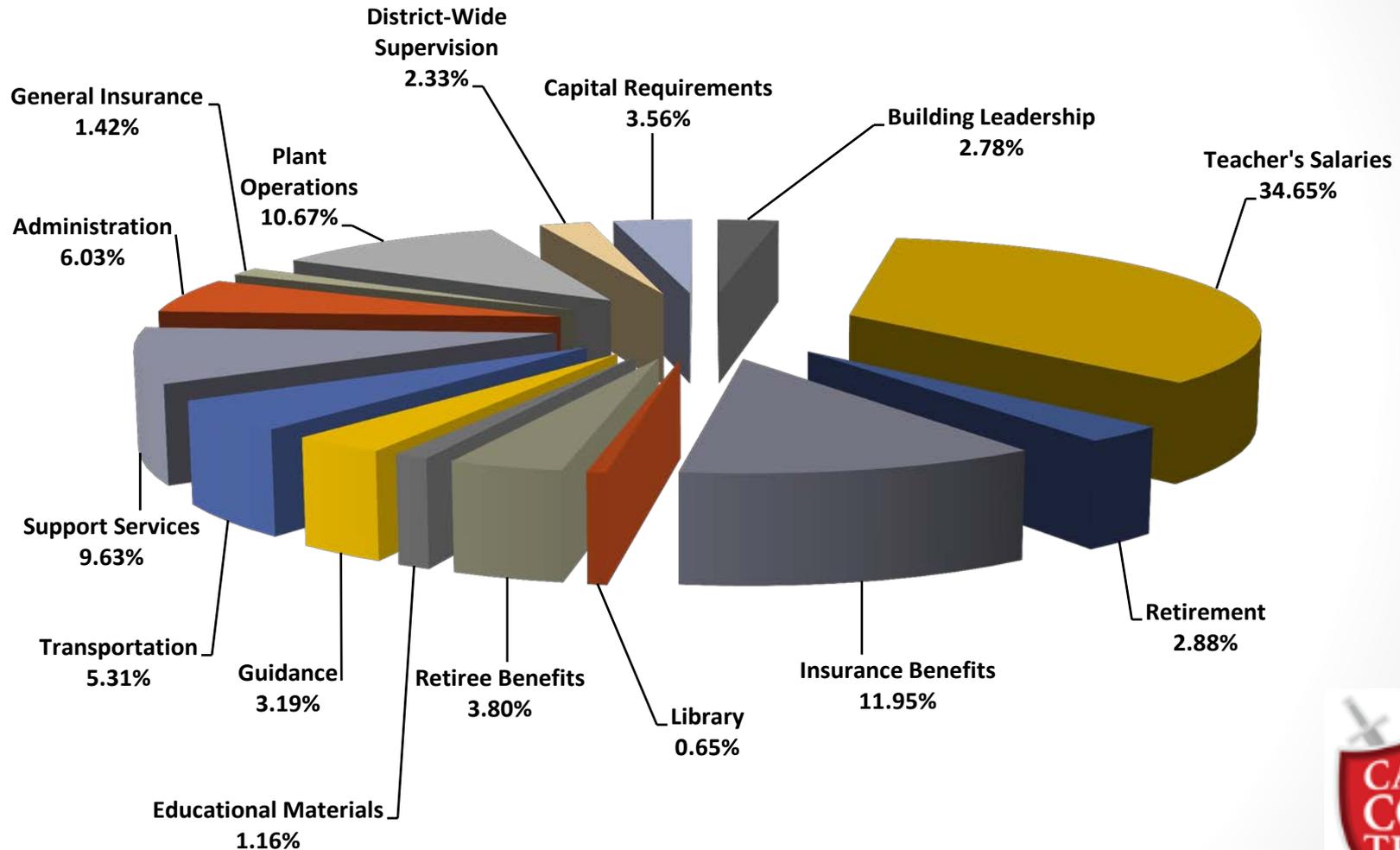


Assessments	\$ 11,844,513.00
State Aid	\$ 2,466,487.00
Local Revenue	\$ 148,000.00

Revenue Source vs. The Operating Budget



What is the Money Used For?



What is the Money Used For?

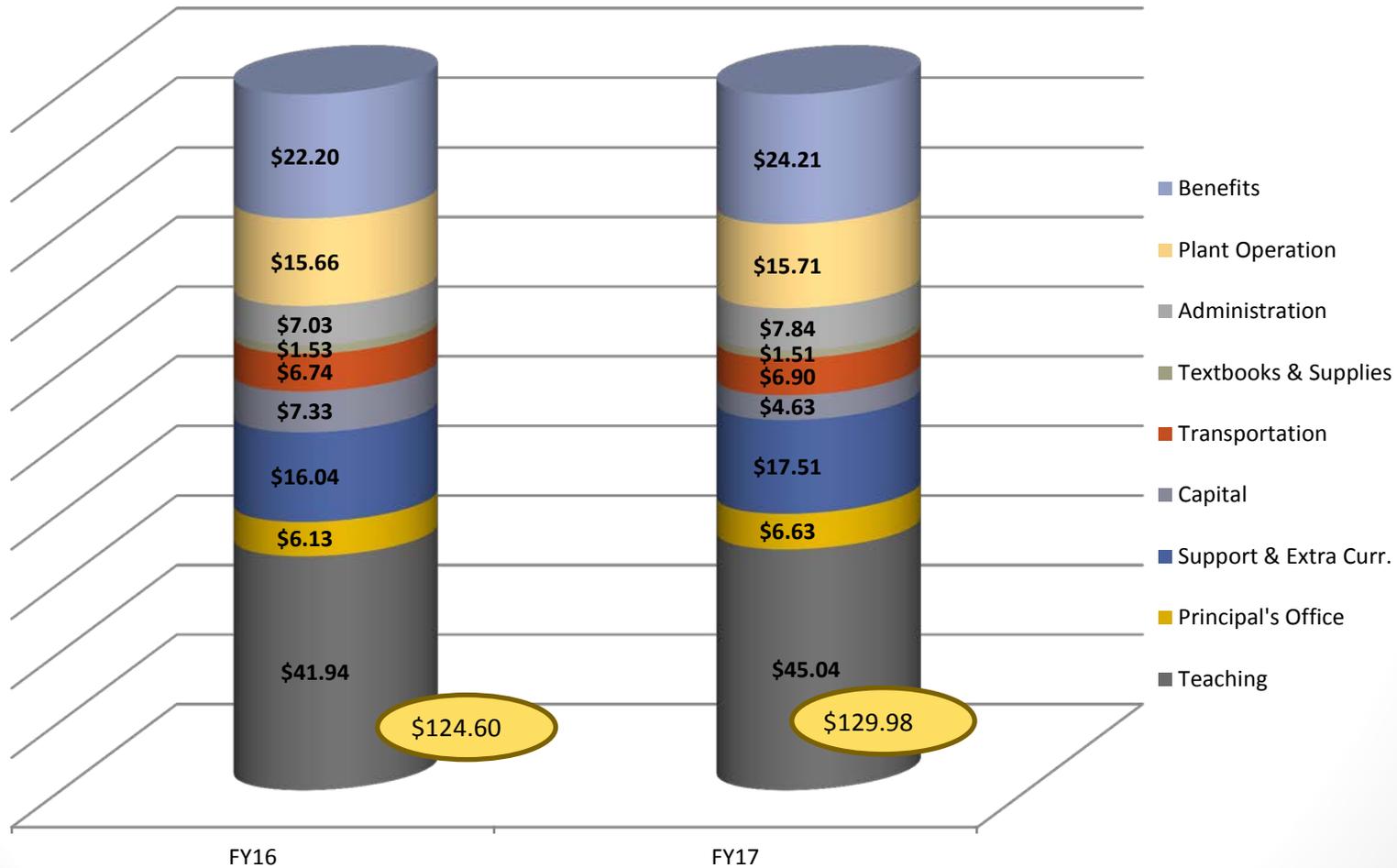
Building Leadership	\$402,052	2.78%
Teacher's Salaries	\$5,009,724	34.65%
Retirement	\$416,008	2.88%
Insurance Benefits	\$1,727,918	11.95%
Library	\$93,602	0.65%
Retiree Benefits	\$549,144	3.80%
Educational Materials	\$167,590	1.16%
Guidance	\$461,755	3.19%
Transportation	\$768,000	5.31%
Support Services	\$1,392,298	9.63%
Administration	\$871,859	6.03%
General Insurance	\$204,828	1.42%
Plant Operations	\$1,542,929	10.67%
District-Wide Supervision	\$336,293	2.33%
Capital Requirements	\$515,000	3.56%



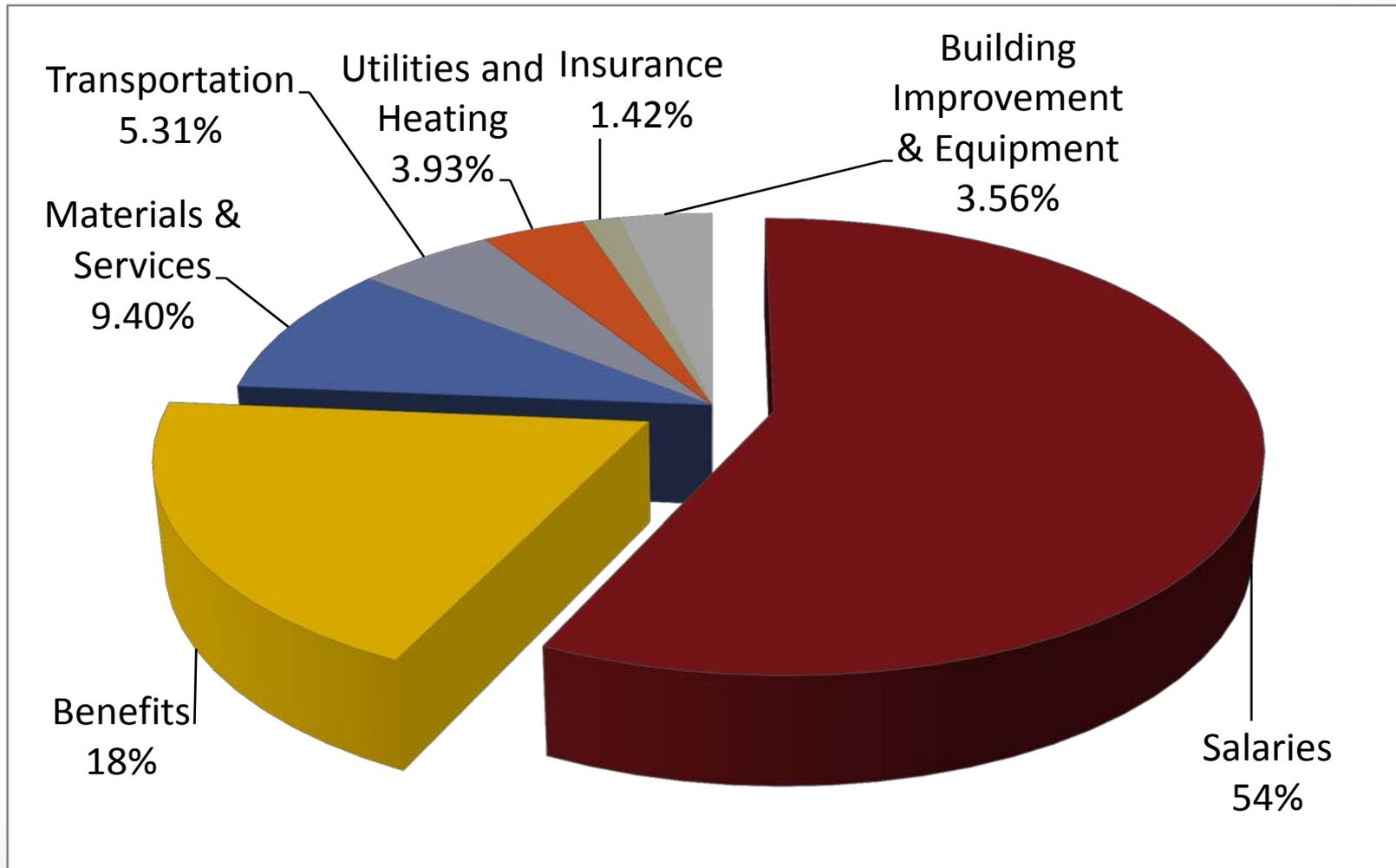
Why a .50% Decrease

Category	FY17	FY16	Change	% Change	FY15	FY14
Salaries	8,244,371	8,015,628	228,743.00	2.85%	7,869,826	7,708,355
Benefits	2,799,120	2,618,712	180,408.00	6.89%	2,569,063	2,396,730
Materials & Services	1,359,181	1,355,131	4,050.00	0.30%	1,425,295	1,409,701
Transportation	768,000	786,000	(18,000.00)	-2.29%	676,000	678,000
Utilities & Heating	568,500	694,500	(126,000.00)	-18.14%	507,000	459,200
Insurance	204,828	207,329	(2,501.00)	-1.21%	231,116	223,919
TOTAL OPERATING	13,944,000	13,278,300	266,700		13,278,300	12,875,905
Capital Budget	515,000	855,000	(340,000.00)	-39.77%	630,000	630,000
Total Operating & Capital	14,459,000	14,532,300	(73,300)	-0.50%	13,908,300	13,505,905

What Does it Cost to Educate a Child Each Day?



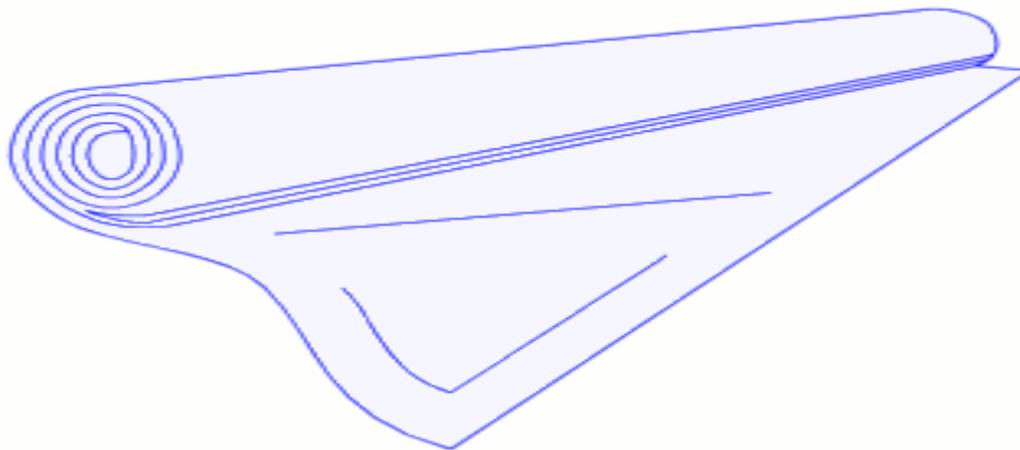
Budget Cost Drivers



Salaries & Benefits account for 72% of the FY17 budget

Capital Stabilization Fund

- Established in FY14
- \$370,000 from the FY16 Budget to be transferred
- Dedicated to funding Feasibility and Schematic Design Phase of the Building Project



Other Post Employment Benefits (OPEB)

In 2015, Cape Cod Tech joined the Plymouth County OPEB Trust, an IRC Section 115 multiple-employer, irrevocable trust program established by Plymouth County and the County Treasurer to assist public entities in Plymouth County and neighboring counties pre-fund retiree healthcare liabilities. This provides the benefit of a lower liability and large investment pool.

Current Liability <small>(2014 GASB Audit)</small>	\$5,615,252
Current Balance of OPEB Reserve	\$290,764
Proposed FY17 Funding	\$40,000

Excess & Deficiency

Balance as of FY15

\$593,601*

Maximum Allowable - \$722,950
(5% of FY17 Budget \$14,459,000)

*Estimated E&D (not yet DOR certified)



FY17 Assessments

Towns	FY16 Enrollment	FY17 Enrollment	% FY17 Enrollment	Total Assessments		Change		Per Student Cost	Per Student Cost
				FY17	FY16	\$	%	FY16	FY17
Barnstable	176	173	27.99%	\$3,302,096	\$ 3,192,748	\$ 109,348.00	3.4%	\$ 18,140.61	\$ 19,087.26
Brewster	39	43	6.96%	\$ 828,976	\$ 723,538	\$ 105,438.00	14.6%	\$ 18,552.26	\$ 19,278.51
Chatham	17	11	1.78%	\$ 210,206	\$ 309,122	\$ (98,916.00)	-32.0%	\$ 18,183.65	\$ 19,109.64
Dennis	78	76	12.30%	\$1,463,089	\$ 1,451,797	\$ 11,292.00	0.8%	\$ 18,612.78	\$ 19,251.17
Eastham	11	16	2.59%	\$ 309,752	\$ 216,660	\$ 93,092.00	43.0%	\$ 19,696.36	\$ 19,359.50
Harwich	73	75	12.14%	\$1,437,053	\$ 1,330,607	\$ 106,446.00	8.0%	\$ 18,227.49	\$ 19,160.71
Mashpee	63	59	9.55%	\$1,137,175	\$ 1,166,386	\$ (29,211.00)	-2.5%	\$ 18,514.06	\$ 19,274.15
Orleans	14	13	2.10%	\$ 249,250	\$ 260,663	\$ (11,413.00)	-4.4%	\$ 18,618.79	\$ 19,173.08
Provincetown	4	3	0.49%	\$ 57,489	\$ 75,735	\$ (18,246.00)	-24.1%	\$ 18,933.75	\$ 19,163.00
Truro	2	1	0.16%	\$ 19,301	\$ 36,809	\$ (17,508.00)	-47.6%	\$ 18,404.50	\$ 19,301.00
Wellfleet	8	7	1.13%	\$ 135,249	\$ 147,379	\$ (12,130.00)	-8.2%	\$ 18,422.38	\$ 19,321.29
Yarmouth	163	141	22.82%	\$2,694,877	\$ 2,973,817	\$ (278,940.00)	-9.4%	\$ 18,244.28	\$ 19,112.60
	648	618		\$ 11,844,513	\$ 11,885,261	\$ (40,748)			
						-0.34%			

Massachusetts School Building Authority (MSBA) at Cape Cod Tech

- After 4 Statements of Interest (SOI's) to the MSBA, Cape Cod Tech was accepted into the eligibility period in the "CORE" program for a major reconstruction or renovation in January of 2015
- The Cape Cod Regional Technical H.S. has formed a School Building Committee comprised of 21 members representing the interest of our 12 sending towns.
- We reached agreement on a design enrollment of 650 students



Feasibility Phase & The MSBA

- On September 30, 2015, the Cape Cod Regional Technical High School was invited into the Feasibility and Schematic Design Phase.
- The SBC has chosen and negotiated with an Owners Project Manager, Colliers International.
- We will soon begin to work with the chosen OPM to select a project Designer for the project.

For up-to-date information on the progress of the project, visit

<http://capetech.us/domain/50>



Cape Cod Regional Technical High School
FY17 Budget - Revenue

Revenue	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Budget	FY17 Budget
Assessments from Member Towns	\$ 10,597,091.00	\$ 10,940,347.00	\$ 11,166,640.00	\$ 11,885,260.00	\$ 11,844,513.00
<i>FY17 Assessment % Increase</i>					-0.34%
State Aid					
¹ Chapter 70 State Aid	\$ 2,047,487.00	\$ 2,063,837.00	\$ 2,070,187.00	\$ 2,063,040.00	\$ 2,096,487.00
² Chapter 71 Transportation Aid	\$ 392,376.00	\$ 420,394.00	\$ 472,606.00	\$ 350,000.00	\$ 370,000.00
Total State Aid	\$ 2,439,863.00	\$ 2,484,231.00	\$ 2,542,793.00	\$ 2,413,040.00	\$ 2,466,487.00
Local Revenue					
Anticipated Tuition					
Post Graduate Tuition	\$ 5,400.00				
Interest Income	\$ 23,403.37	\$ 20,587.66	\$ 20,080.34	\$ 18,000.00	\$ 18,000.00
Facility Rental	\$ 35,591.50	\$ 42,302.00	\$ 35,852.05	\$ 35,000.00	\$ 50,000.00
Transfers from Athletic Revolving	\$ 1,000.00	\$ 1,000.00	1018.69	\$ 1,000.00	
Excess and Deficiency	\$ 65,000.00	\$ 85,000.00	\$ 100,000.00	\$ 100,000.00	\$ 80,000.00
Mass Medicaid Reimbursement	\$ 11,881.36	\$ 495.95	3640	\$ -	
Transfers from other funds	\$ -	\$ -		\$ 80,000.00	
Unanticipated Revenue	\$ 208.93	\$ 2,816.45	\$ 57,141.77		
Total Local Revenue	\$ 142,485.16	\$ 152,202.06	\$ 217,732.85	\$ 234,000.00	\$ 148,000.00
Total Revenue	\$ 13,179,439.16	\$ 13,576,780.06	\$ 13,927,165.85	\$ 14,532,300.00	\$ 14,459,000.00

Cape Cod Regional Technical High School

FY17 Budget - Proposed

	Description	FY14 Actual	FY15 Actual	FY16 Budget	FY17 Budget Proposed	%	Expected Grant Funds
1	Severance Pay	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 45,000.00		
2	Longevity	\$ 52,200.00	\$ 51,364.67	\$ 56,275.00	\$ 63,450.00		
3	Retirement Annuity Incentive	\$ 28,500.00	\$ 30,850.00	\$ 29,850.00	\$ 32,050.00		
4	Provision for Contract Negotiations	\$ 8,258.00			\$ 20,000.00		
5	Reserve for Unanticipated Expenses	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00		
6	School Committee Supplies	\$ 3,643.50	\$ 1,308.57	\$ 3,500.00	\$ 3,500.00		
7	Dues & Subscriptions	\$ 12,145.00	\$ 10,666.00	\$ 12,300.00	\$ 11,000.00		
8	Total District Expenses	\$ 139,746.50	\$ 129,189.24	\$ 186,925.00	\$ 225,000.00	20.37%	
9							
10	Superintendent-Director (1)	\$ 149,309.37	\$ 149,294.00	\$ 152,260.00	\$ 156,798.00		
11	Secretary-Supt.-Director (1)	\$ 65,436.65	\$ 62,384.00	\$ 63,282.00	\$ 65,105.00		
12	Advertising	\$ 9,079.56	\$ 9,341.83	\$ 9,000.00	\$ 9,000.00		
13	Supt/Business Office Supplies	\$ 13,200.03	\$ 11,813.88	\$ 13,000.00	\$ 13,000.00		
14	Superintendent Travel	\$ -	\$ 288.18	\$ 250.00	\$ 225.00		
15	Public Relations	\$ 22,503.98	\$ 22,046.73	\$ 18,000.00	\$ 18,000.00		
16	General Expense	\$ 1,644.23	\$ 2,598.07	\$ 1,500.00	\$ 1,500.00		
17	District Dues/Subscriptions	\$ 3,815.00	\$ 5,146.00	\$ 3,800.00	\$ 3,800.00		
18	Postage	\$ 13,721.65	\$ 13,267.90	\$ 14,000.00	\$ 14,000.00		
19	Public Relations Contracted Services	\$ 10,640.00	\$ 20,240.00	\$ 11,000.00	\$ 11,000.00		
20	Total District Administration	\$ 289,350.47	\$ 296,420.59	\$ 286,092.00	\$ 292,428.00	2.21%	
21							
22	Treasurer (1)	\$ 13,375.00	\$ 14,375.00	\$ 14,375.00	\$ 16,375.00		
23	Business Administrator (1)	\$ 105,354.00	\$ 107,662.00	\$ 109,761.00	\$ 112,971.00		
24	Business Office Staff (2)	\$ 105,663.98	\$ 100,116.50	\$ 105,110.00	\$ 108,264.00		
25	Audit	\$ 28,183.00	\$ 27,074.00	\$ 28,500.00	\$ 30,000.00		
26	Bookkeeper (1)	\$ 59,500.85	\$ 60,988.80	\$ 63,112.00	\$ 65,005.00		
27	Negotiations			\$ 7,000.00			
28	Legal Services	\$ 8,094.00	\$ 20,922.50	\$ 15,000.00	\$ 18,000.00		
29	Total Finance and Administrative Services	\$ 320,170.83	\$ 331,138.80	\$ 342,858.00	\$ 350,615.00	2.26%	
30							
31	Director of Special Needs (1)	\$ 103,810.50	\$ 106,145.73	\$ 109,283.00	\$ 112,539.00		
32	Director of Technical Studies (1)	\$ 90,869.00	\$ 102,125.00	\$ 104,167.00	\$ 107,292.00		
33	Director of Curriculum (1)	\$ 105,207.00	\$ 107,558.00	\$ 109,694.00	\$ 112,962.00		
34	Technical Studies Supplies	\$ 3,901.37	\$ 1,632.88	\$ 1,000.00	\$ 1,000.00		
35	Curriculum Supplies & Software	\$ 2,500.00	\$ 316.20	\$ 2,000.00	\$ 2,000.00		
36	Special Needs Director Travel	\$ 612.89	\$ -	\$ 500.00	\$ 500.00		

Cape Cod Regional Technical High School

FY17 Budget - Proposed

	Description	FY14 Actual	FY15 Actual	FY16 Budget	FY17 Budget Proposed	%	Expected Grant Funds
37	Technical Studies Director Travel	\$ -	\$ 269.76				
38	Total District-wide Academic/Vocational	\$ 306,900.76	\$ 318,047.57	\$ 324,644.00	\$ 336,293.00	3.59%	
39							
40	Principal(1)	\$ 113,236.00	\$ 115,756.00	\$ 117,796.00	\$ 121,300.00		
41	Assistant Principal (1)	\$ 96,703.46	\$ 102,703.00	\$ 103,977.00	\$ 107,074.00		
42	Secretary to Principal(1)	\$ 56,422.00	\$ 57,783.00	\$ 58,619.00	\$ 60,318.00		
43	Secretary-Co-Ordinators (10mos)	\$ 41,054.16	\$ 39,469.26	\$ 39,863.00	\$ 41,059.00		
44	Assistant Principal Secretary (1)	\$ 51,513.00	\$ 52,801.00	\$ 53,593.00	\$ 55,201.00		
45	Agenda Books	\$ 288.50	\$ 3,663.58	\$ 2,000.00	\$ 2,000.00		
46	Accreditation	\$ -	\$ -	\$ -	\$ -		
47	Principal's Supplies	\$ 5,479.27	\$ 7,842.76	\$ 4,500.00	\$ 6,000.00		
48	MCAS Supplies	\$ 5,010.98	\$ 1,210.30	\$ 2,800.00	\$ 1,500.00		
49	Assistant Principal Supplies	\$ 2,533.57	\$ 1,208.46	\$ 1,000.00	\$ 1,000.00		
50	Resource Supplies & Programs	\$ -	\$ 1,495.70				
51	Graduation Expense	\$ 2,966.38	\$ 1,262.88	\$ 2,500.00	\$ 2,500.00		
52	Prin./AP Dues & Subscriptions	\$ 175.00	\$ 530.00	\$ 500.00	\$ 500.00		
53	Principal/AP Travel	\$ -	\$ 1,005.55	\$ 100.00	\$ 100.00		
54	Recognition Awards	\$ 4,518.05	\$ 3,704.80	\$ 3,500.00	\$ 3,500.00		
55	Total School Building Leadership	\$ 379,900.37	\$ 390,436.29	\$ 390,748.00	\$ 402,052.00	2.89%	
56							
57	Network Engineer (1)	\$ 59,375.99	\$ 69,188.00	\$ 70,399.00	\$ 72,511.00		
58	Technology Systems and Data Assistant (1)	\$ 37,350.73	\$ 32,493.67	\$ 41,718.00	\$ 42,970.00		
59	Technology Contracted Services	\$ 7,562.88	\$ 12,021.44	\$ 3,000.00	\$ 10,000.00		
60	Technology Supplies	\$ 7,818.74	\$ 5,226.13	\$ 8,500.00	\$ 8,500.00		
61	Audio Visual Supplies	\$ 1,752.03	\$ 476.63	\$ 600.00	\$ 600.00		
62	Total Building Technology	\$ 113,860.37	\$ 119,405.87	\$ 123,617.00	\$ 134,581.00	8.87%	
63							
64	Auto Collision Instructors (2)	\$ 114,353.00	\$ 119,653.00	\$ 124,836.00	\$ 131,120.46		
65	Auto Technology Instructors (2)	\$ 146,989.97	\$ 135,433.00	\$ 141,001.00	\$ 150,354.23		
66	Carpentry Staff (2)	\$ 206,091.00	\$ 213,453.00	\$ 138,985.00	\$ 145,633.11		
67	Cosmetology Instructors (2)	\$ 130,618.00	\$ 136,285.00	\$ 138,973.00	\$ 153,347.34		
68	Culinary Arts Staff (2)	\$ 178,285.42	\$ 207,645.00	\$ 246,152.00	\$ 170,355.39		
69	Dental Assist. Instructor (1)	\$ 55,984.00	\$ 58,148.00	\$ 60,541.00	\$ 65,041.00		
70	Early Childhood Instructors (2)	\$ 147,829.00	\$ 153,745.00	\$ 156,754.00	\$ 166,560.50		
71	Electrical Instructors (2)	\$ 143,935.67	\$ 135,884.00	\$ 138,566.00	\$ 147,856.04		
72	Graphic Arts Instructors (2)	\$ 178,599.38	\$ 152,130.00	\$ 153,234.00	\$ 163,258.45		

Cape Cod Regional Technical High School

FY17 Budget - Proposed

	Description	FY14 Actual	FY15 Actual	FY16 Budget	FY17 Budget Proposed	%	Expected Grant Funds
73	Health Technology Instructors (3)	\$ 191,381.95	\$ 210,712.00	\$ 220,539.00	\$ 232,361.39		
74	Horticulture Instructors (2.5)	\$ 227,197.00	\$ 235,016.00	\$ 242,485.00	\$ 241,976.65		
75	HVAC Staff (1)	\$ 141,360.00	\$ 131,969.96	\$ 74,577.00	\$ 75,818.20		
76	Information Technology Instructors (2)	\$ 132,497.00	\$ 137,143.87	\$ 142,948.00	\$ 115,812.01		
77	Marine Instructor (2)	\$ 99,499.04	\$ 127,571.61	\$ 133,218.00	\$ 139,737.77		
78	Plumbing Instructor (2)	\$ 132,589.00	\$ 116,480.00	\$ 124,292.00	\$ 139,140.79		
79	Welding Instructor (1)	\$ 71,380.00	\$ 72,950.00	\$ 74,377.00	\$ 75,818.20		
80	Art Teacher (.4)	\$ 26,268.37	\$ 27,471.22	\$ 27,397.00	\$ 22,689.00		
81	21st Century Skills (2)	\$ 146,142.00	\$ 152,136.00	\$ 155,221.00	\$ 133,159.26		
82	English Instructors (6)	\$ 398,031.00	\$ 388,497.76	\$ 399,101.00	\$ 427,975.15		
83	Health Instructor (1)	\$ 77,318.00	\$ 79,543.93	\$ 82,107.00	\$ 84,303.07		
84	Math Instructors (6)	\$ 342,228.93	\$ 377,782.21	\$ 401,587.00	\$ 414,595.95		\$ 22,000.00
85	Phys. Ed. Instructors (2)	\$ 117,336.28	\$ 114,752.67	\$ 120,108.00	\$ 126,316.74		
86	Science Instructor (4)	\$ 223,084.00	\$ 210,754.00	\$ 219,288.00	\$ 256,688.76		\$ 30,000.00
87	Social Studies Instructor (4)	\$ 250,203.90	\$ 267,947.17	\$ 271,974.00	\$ 288,205.85		
88	Spanish Instructor (1)	\$ 75,004.00	\$ 76,675.00	\$ 77,444.00	\$ 79,573.71		
89	Engineering Technology Instructors (2)	\$ 143,201.00	\$ 149,158.00	\$ 153,607.00	\$ 163,552.68		
90	Special Needs Instructor (7)	\$ 475,494.51	\$ 511,606.71	\$ 518,459.00	\$ 542,825.87		
91	Special Needs Inclusion Specialist (1)	\$ 68,040.00	\$ 71,447.00	\$ 76,408.00	\$ 80,322.68		
92	Literacy Coach (1)	\$ 62,824.02	\$ 71,674.95	\$ 78,194.00	\$ 75,323.71		\$ 5,000.00
93	Total Instruction and Teaching Services	\$ 4,703,765.44	\$ 4,843,666.06	\$ 4,892,373.00	\$ 5,009,724.00	2.40%	\$ 57,000.00
94							
95	Special Needs Cont. Service	\$ 199,921.24	\$ 186,364.08	\$ 185,000.00	\$ 195,000.00		
96	Total Medical Therapeutic Services	\$ 199,921.24	\$ 186,364.08	\$ 185,000.00	\$ 195,000.00	5.41%	
97							
98	Vocational Substitutes	\$ 40,615.83	\$ 38,554.58	\$ 47,000.00	\$ 47,000.00		
99	Academic Substitutes	\$ 50,152.07	\$ 56,195.64	\$ 47,000.00	\$ 47,000.00		
100	Total Substitutes	\$ 90,767.90	\$ 94,750.22	\$ 94,000.00	\$ 94,000.00	0.00%	
101							
102	Auto Tech Aide (1)	\$ 17,557.68	\$ 31,330.00	\$ 31,631.00	\$ 32,468.00		
103	Culinary Aide (1)	\$ 28,538.26	\$ -	\$ -	\$ -		
104	Early Childhood Education Aide (1)	\$ 26,794.16	\$ 31,036.84	\$ 30,432.00	\$ 31,268.00		
105	Graphic Arts Aide (1)	\$ 28,251.92	\$ 44,986.97	\$ 45,555.00	\$ 46,629.00		
106	Information Technology Aide (1)	\$ 29,178.00	\$ 29,834.00	\$ 30,836.00	\$ 11,044.00		
107	In-School Suspension Aide	\$ 37,446.00	\$ 38,289.00	\$ -	\$ -		

Cape Cod Regional Technical High School

FY17 Budget - Proposed

	Description	FY14 Actual	FY15 Actual	FY16 Budget	FY17 Budget Proposed	%	Expected Grant Funds
108	Marine Services Aide (1)	\$ 29,178.00	\$ 29,834.00	\$ 30,431.00	\$ 31,268.00		
109	Physical Education Aide (1)	\$ 27,511.00	\$ 29,834.00	\$ 30,431.00	\$ 31,268.00		
110	Welding Aide (1)	\$ -	\$ 15,227.20	\$ 30,431.00	\$ 31,268.00		
111	Special Needs Aides (7)	\$ 88,456.93	\$ 95,774.13	\$ 125,939.00	\$ 123,220.00		\$ 105,000.00
112	Total Paraprofessionals Instructional Asst.	\$ 312,911.95	\$ 346,146.14	\$ 355,686.00	\$ 338,433.00	-4.85%	\$ 105,000.00
113							
114	Librarian (1)	\$ 54,300.56	\$ 75,012.60	\$ 82,106.00	\$ 84,302.00		
115	Library Aide	\$ 26,504.22	\$ -	\$ -	\$ -		
116	Total Library	\$ 80,804.78	\$ 75,012.60	\$ 82,106.00	\$ 84,302.00	2.67%	
117							
118	Professional Development	\$ 55,510.92	\$ 58,618.38	\$ 34,000.00	\$ 45,000.00		
119	Course Reimbursement	\$ 15,901.53	\$ 19,032.07	\$ 25,000.00	\$ 25,000.00		
120	Curriculum Development	\$ 3,971.50	\$ 250.48	\$ 3,000.00	\$ 3,000.00		
121	School Council Expenses	\$ 135.00	\$ 53.75				
122	State Mandated Mentoring	\$ 7,297.01	\$ 4,101.09	\$ 6,000.00	\$ 6,000.00		
123	Total Professional Development	\$ 82,815.96	\$ 82,055.77	\$ 68,000.00	\$ 79,000.00	16.18%	
124							
125	Auto Body Texts	\$ -	\$ 1,533.99	\$ 2,000.00	\$ 1,500.00		
126	Auto Technology Texts	\$ 6,035.00	\$ -	\$ 1,100.00	\$ -		
127	Carpentry Texts	\$ -	\$ -	\$ 1,500.00	\$ -		
128	Cosmetology Texts	\$ 629.58	\$ -	\$ 2,000.00	\$ -		
129	Culinary Arts Texts	\$ 907.78	\$ 3,076.36	\$ 275.00	\$ 500.00		
130	Dental Assistant Texts	\$ 560.09	\$ -	\$ 1,100.00	\$ 500.00		
131	Early Childhood Texts	\$ 126.14	\$ 114.28	\$ 750.00	\$ -		
132	Electrical Texts	\$ 2,137.00	\$ 1,910.70	\$ 1,200.00	\$ 1,500.00		
133	Graphic Arts Texts	\$ -	\$ -	\$ 275.00	\$ -		
134	Health Technology Texts	\$ 2,268.53	\$ -	\$ 3,000.00	\$ 2,500.00		
135	Horticulture Texts	\$ 1,969.70	\$ 331.08	\$ 1,700.00	\$ 4,000.00		
136	HVAC Texts	\$ 603.63	\$ -	\$ 850.00	\$ 850.00		
137	Information Technology Texts	\$ -	\$ 1,957.61	\$ 1,400.00	\$ 4,000.00		
138	Marine Mechanics Texts	\$ -	\$ 45.56	\$ 250.00	\$ 250.00		
139	Plumbing Texts	\$ -	\$ 662.95	\$ 1,100.00	\$ 500.00		
140	Welding Texts	\$ 256.67	\$ 1,261.96	\$ 1,000.00	\$ 750.00		
141	Engineering Texts	\$ 39.48	\$ 817.84	\$ 575.00	\$ 500.00		
142	Special Needs Texts	\$ 6,879.57	\$ 225.59	\$ 2,500.00	\$ 2,000.00		
143	21st Century Skills Texts	\$ 85.25	\$ -	\$ 275.00	\$ -		

Cape Cod Regional Technical High School

FY17 Budget - Proposed

	Description	FY14 Actual	FY15 Actual	FY16 Budget	FY17 Budget Proposed	%	Expected Grant Funds
144	English Texts	\$ 4,771.78	\$ 1,568.43	\$ 1,700.00	\$ 1,700.00		
145	Math Texts	\$ 817.72	\$ -	\$ 3,400.00	\$ 1,000.00		
146	Science Texts	\$ 6,764.10	\$ 10,485.38	\$ 3,000.00	\$ 1,500.00		
147	Social Studies Texts	\$ 2,383.52	\$ 1,302.98	\$ 850.00	\$ 850.00		
148	Spanish Texts	\$ -	\$ 2,745.74	\$ 250.00	\$ -		
149	Total Textbooks	\$ 37,235.54	\$ 28,040.45	\$ 32,050.00	\$ 24,400.00	-23.87%	
150							
151	Auto Body S/W	\$ -	\$ -	\$ 200.00	\$ -		
152	Auto Tech S/W	\$ 469.00	\$ -	\$ 450.00	\$ 450.00		
153	Carpentry S/W	\$ -	\$ -	\$ 450.00	\$ -		
154	Cosmetology S/W	\$ 28.00	\$ -	\$ 150.00	\$ 100.00		
155	Culinary Arts S/W	\$ 200.00	\$ -	\$ 140.00	\$ 100.00		
156	Dental S/W	\$ -	\$ -	\$ 375.00	\$ 100.00		
157	Early Childhood S/W	\$ 767.71	\$ 245.40	\$ 200.00	\$ 200.00		
158	Electrical S/W	\$ 300.00	\$ 62.99	\$ 200.00	\$ 100.00		
159	Graphic Arts S/W	\$ -	\$ -	\$ -	\$ -		
160	Health Tech S/W	\$ 1,935.72	\$ 1,768.83	\$ 950.00	\$ 1,100.00		
161	Horticulture S/W	\$ 1,367.55	\$ 72.95	\$ 400.00	\$ 400.00		
162	HVAC S/W	\$ 135.00	\$ -	\$ -	\$ -		
163	Information Technology S/W	\$ -	\$ 475.00	\$ 350.00	\$ 2,000.00		
164	Marine S/W	\$ 393.64	\$ 267.00	\$ 175.00	\$ 175.00		
165	Welding S/W	\$ -	\$ -	\$ 800.00	\$ -		
166	Engineering S/W	\$ -	\$ 571.73	\$ 275.00	\$ 275.00		
167	Special Needs S/W	\$ 4,988.20	\$ 3,062.54	\$ 540.00	\$ 2,500.00		
168	English S/W	\$ -	\$ -	\$ 600.00	\$ -		
169	Health S/W	\$ -	\$ 38.45	\$ 70.00	\$ 50.00		
170	Science S/W	\$ -	\$ -	\$ 100.00	\$ -		
171	Social Studies S/W	\$ 386.82	\$ -	\$ 100.00	\$ 100.00		
172	Spanish S/W	\$ -	\$ 3,291.95	\$ -	\$ -		
173	Special Needs Dues	\$ 1,064.00	\$ 3.36	\$ 540.00	\$ 540.00		
174	Library Books	\$ 3,390.30	\$ 4,252.12	\$ 5,200.00	\$ 4,500.00		
175	Library Subscriptions	\$ 4,351.24	\$ 3,960.46	\$ 3,800.00	\$ 3,800.00		
176	Total Subscriptions /Workbooks	\$ 19,777.18	\$ 18,072.78	\$ 16,065.00	\$ 16,490.00	2.65%	
177							
178	School Paper Bid	\$ 6,591.20	\$ -	\$ 7,500.00	\$ 6,500.00		
179	In-School Suspension Supplies	\$ -	\$ 54.57	\$ -	\$ -		

Cape Cod Regional Technical High School

FY17 Budget - Proposed

	Description	FY14 Actual	FY15 Actual	FY16 Budget	FY17 Budget Proposed	%	Expected Grant Funds
180	Auto Body Supplies	\$ 910.81	\$ 1,902.59	\$ 2,500.00	\$ 2,000.00		
181	Auto Technology Supplies	\$ 5,571.06	\$ 2,969.39	\$ 5,500.00	\$ 3,500.00		
182	Carpentry Supplies	\$ 2,608.06	\$ 5,475.93	\$ 4,000.00	\$ 4,000.00		
183	Cosmetology Supplies	\$ 1,957.86	\$ 8,678.31	\$ 2,000.00	\$ 4,000.00		
184	Culinary Arts Supplies	\$ 3,341.14	\$ 8,030.84	\$ 2,000.00	\$ 4,000.00		
185	Dental Assistant Supplies	\$ 5,039.79	\$ 3,699.77	\$ 4,800.00	\$ 4,000.00		
186	Early Childhood Supplies	\$ 2,060.54	\$ 1,650.51	\$ 2,000.00	\$ 1,800.00		
187	Electrical Supplies	\$ 6,988.32	\$ 7,607.14	\$ 6,000.00	\$ 6,000.00		
188	Graphic Arts Supplies	\$ 3,597.33	\$ 1,252.95	\$ 2,700.00	\$ 2,000.00		
189	Health Technology Supplies	\$ 7,541.31	\$ 7,628.51	\$ 7,000.00	\$ 7,000.00		
190	Horticulture Supplies	\$ 9,454.60	\$ 10,632.14	\$ 6,000.00	\$ 10,000.00		
191	HVAC Supplies	\$ 8,738.03	\$ 5,951.63	\$ 9,000.00	\$ 6,000.00		
192	Information Technology Supplies	\$ 1,231.70	\$ 5,399.98	\$ 2,000.00	\$ 3,000.00		
193	Marine Mechanics Supplies	\$ 8,320.48	\$ 13,813.65	\$ 7,000.00	\$ 7,000.00		
194	Plumbing Supplies	\$ 10,748.92	\$ 14,787.26	\$ 11,000.00	\$ 11,000.00		
195	Welding Supplies	\$ 12,108.53	\$ 18,279.70	\$ 11,000.00	\$ 12,000.00		
196	Exploratory Supplies	\$ 3,390.34	\$ 3,307.96	\$ 4,000.00	\$ 3,500.00		
197	Engineering Supplies	\$ 6,123.36	\$ 1,254.17	\$ 2,100.00	\$ 1,500.00		
198	Voc. General Supplies	\$ -	\$ -	\$ 300.00	\$ -		
199	Safety Supplies / OSHA Training	\$ 12,316.38	\$ 7,163.89	\$ 8,000.00	\$ 8,000.00		
200	Special Needs Supplies	\$ 3,048.04	\$ 4,149.69	\$ 3,500.00	\$ 3,500.00		
201	21st Century Skills Supplies	\$ 73.79	\$ 827.03	\$ 500.00	\$ 500.00		
202	English Supplies	\$ 5,730.05	\$ 3,629.68	\$ 3,000.00	\$ 3,500.00		
203	Health Education Supplies	\$ 2,398.16	\$ 814.22	\$ 2,000.00	\$ 1,700.00		
204	Math Supplies	\$ 8,639.88	\$ 5,492.81	\$ 6,500.00	\$ 5,500.00		
205	Phys. Ed. Supplies	\$ 1,415.83	\$ 2,821.11	\$ 2,000.00	\$ 2,000.00		
206	Science Supplies	\$ 6,699.93	\$ 4,383.93	\$ 5,500.00	\$ 5,000.00		
207	Social Studies Supplies	\$ 4,945.24	\$ 2,707.47	\$ 2,500.00	\$ 2,500.00		
208	Spanish Supplies	\$ 1,532.57	\$ 669.92	\$ 1,500.00	\$ 1,000.00		
209	Art Supplies	\$ 4,967.36	\$ 3,333.81	\$ 3,000.00	\$ 3,000.00		
210	Library Supplies	\$ 1,712.36	\$ 998.99	\$ 1,500.00	\$ 1,000.00		
211	Total Educational Supplies	\$ 159,802.97	\$ 159,369.55	\$ 140,500.00	\$ 136,000.00	-3.20%	
212							
213	Field Trips-Competitions	\$ 17,896.58	\$ 30,054.60	\$ 25,000.00	\$ 28,000.00		
214	Senior Project	\$ 938.48	\$ 792.48	\$ 800.00	\$ 800.00		
215	Summer School	\$ 13,746.04	\$ -	\$ 6,000.00	\$ 6,000.00		

Cape Cod Regional Technical High School

FY17 Budget - Proposed

	Description	FY14 Actual	FY15 Actual	FY16 Budget	FY17 Budget Proposed	%	Expected Grant Funds
216	Tutoring & Credit Recovery	\$ -	\$ -	\$ -	\$ 15,000.00		
217	Total Other Instructional Services	\$ 32,581.10	\$ 30,847.08	\$ 31,800.00	\$ 49,800.00	56.60%	
218							
219	Guidance Counselors (4)	\$ 296,966.24	\$ 297,836.22	\$ 275,126.00	\$ 288,060.00		
220	At Risk Counselor (1)	\$ 54,096.80	\$ 57,455.00	\$ 61,296.00	\$ 65,750.00		
221	Guidance Secretaries (2)	\$ 80,118.82	\$ 84,442.00	\$ 85,286.00	\$ 87,845.00		
222	Guidance Supplies	\$ 13,100.83	\$ 7,959.63	\$ 5,000.00	\$ 5,000.00		
223	Guidance Public Relations	\$ 6,084.80	\$ 6,878.79	\$ 10,000.00	\$ 10,000.00		
224	Volunteer Lunches	\$ 1,142.61	\$ 703.65	\$ 1,000.00	\$ 700.00		
225	Guidance Travel	\$ 232.23	\$ 238.06	\$ 250.00	\$ 200.00		
226	Dues & Subscriptions	\$ -	\$ 180.00	\$ 250.00	\$ 200.00		
227	ELL Testing & Services	\$ 181.58	\$ 1,070.84		\$ 4,000.00		
228	Total Guidance and Counseling Services	\$ 451,923.91	\$ 456,764.19	\$ 438,208.00	\$ 461,755.00	5.37%	
229							
230	Psychological Services	\$ 30,000.00	\$ 42,627.50	\$ 35,000.00	\$ 40,000.00		
231	Total Psychological Services	\$ 30,000.00	\$ 42,627.50	\$ 35,000.00	\$ 40,000.00	14.29%	
232							
233	Nurse (1)	\$ 43,023.00	\$ 46,753.00	\$ 46,753.00	\$ 54,792.00		
234	Assitant to Nurse (.4)	\$ 14,792.82	\$ 15,126.04	\$ 17,876.00	\$ 15,852.00		
235	Medical Services	\$ 422.00	\$ 180.00	\$ 350.00	\$ 350.00		
236	Nurse's Supplies	\$ 1,215.11	\$ 3,266.24	\$ 1,800.00	\$ 3,000.00		
237	Total Health Services	\$ 59,452.93	\$ 65,325.28	\$ 66,779.00	\$ 73,994.00	10.80%	
238							
239	Basic Transportation	\$ 604,767.84	\$ 590,893.15	\$ 700,000.00	\$ 690,000.00		
240	Late Transportation	\$ 56,717.11	\$ 47,958.55	\$ 64,000.00	\$ 56,000.00		
241	Special Needs Transportation	\$ 17,427.64	\$ 29,082.34	\$ 22,000.00	\$ 22,000.00		
242	Homeless Transportation	\$ 29,870.00	\$ -	\$ -	\$ -		
243	Total Student Transportation	\$ 708,782.59	\$ 667,934.04	\$ 786,000.00	\$ 768,000.00	-2.29%	
244							
245	School Lunch	\$ 50,000.00	\$ 55,900.00	\$ 53,000.00	\$ 50,000.00		
246	Total Food Services	\$ 50,000.00	\$ 55,900.00	\$ 53,000.00	\$ 50,000.00	-5.66%	
247							
248							

Cape Cod Regional Technical High School

FY17 Budget - Proposed

	Description	FY14 Actual	FY15 Actual	FY16 Budget	FY17 Budget Proposed	%	Expected Grant Funds
249	Coaches	\$ 89,645.70	\$ 103,450.00	\$ 97,783.00	\$115,726.00		
250	Sports Clinics/Trainer	\$ 4,565.24	\$ 5,005.31	\$ 12,000.00	\$ 12,000.00		
251	Officials	\$ 20,016.50	\$ 19,504.50	\$ 20,000.00	\$ 20,000.00		
252	Activity Staff	\$ 9,927.00	\$ 11,877.61	\$ 8,000.00	\$ 8,000.00		
253	Ice Time	\$ 18,878.73	\$ 21,532.00	\$ 21,000.00	\$ 21,000.00		
254	Game Transportation	\$ 33,119.76	\$ 32,428.87	\$ 33,000.00	\$ 33,000.00		
255	Athletic Supplies	\$ 37,411.52	\$ 40,814.21	\$ 30,000.00	\$ 30,000.00		
256	Equipment Reconditioning	\$ 2,469.00	\$ 3,195.00	\$ 3,000.00	\$ 3,000.00		
257	Athletic Dues & Subscriptions	\$ 4,380.00	\$ 5,269.00	\$ 4,000.00	\$ 4,000.00		
258	Athletic Travel	\$ 596.23	\$ 193.50	\$ 500.00	\$ 500.00		
259	Total Athletic Services	\$ 221,009.68	\$ 243,270.00	\$ 229,283.00	\$247,226.00	7.83%	
260							
261	Advisors	\$ 36,882.40	\$ 42,873.37	\$ 46,069.00	\$ 43,764.00		
262	Student Activities	\$ 24,349.74	\$ 20,461.12	\$ 15,000.00	\$ 15,000.00		
263	Total Other Student Activities	\$ 61,232.14	\$ 63,334.49	\$ 61,069.00	\$ 58,764.00	-3.77%	
264	Police Liason Officer	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		
265	After School Supervision	\$ 6,028.81	\$ 6,731.59	\$ 15,000.00	\$ 10,000.00		
266	Security	\$ 2,038.35	\$ 1,356.15	\$ 1,500.00	\$ 1,500.00		
267	Total School Security	\$ 28,067.16	\$ 28,087.74	\$ 36,500.00	\$ 31,500.00	-13.70%	
268							
269	Custodians (5)	\$ 209,031.04	\$ 237,398.75	\$ 222,911.00	\$ 231,422.00		
270	Custodial/Matron (.8)	\$ 33,970.91	\$ 37,939.84	\$ 38,434.00	\$ 38,042.00		
271	Contracted Services	\$ 241.48	\$ 1,918.49	\$ 500.00	\$ 500.00		
272	Custodial Supplies	\$ 37,203.72	\$ 32,931.19	\$ 33,000.00	\$ 33,000.00		
273	Custodial Clothing Allowance	\$ 5,821.69	\$ 6,091.21	\$ 4,000.00	\$ 4,000.00		
274	Total Custodial Services	\$ 286,268.84	\$ 316,279.48	\$ 298,845.00	\$ 306,964.00	2.72%	
275							
276	Heat for Building - Gas	\$ 275,504.03	\$ 271,811.28	\$ 343,000.00	\$ 275,000.00		
277	Heat for Building - Oil	\$ 2,837.10	\$ 3,703.74	\$ 1,500.00	\$ 1,500.00		
278	Total Heat of Building	\$ 278,341.13	\$ 275,515.02	\$ 344,500.00	\$ 276,500.00	-19.74%	
279							
280	Telephone	\$ 20,957.91	\$ 19,454.22	\$ 17,000.00	\$ 19,000.00		
281	Water	\$ 7,671.00	\$ 8,494.60	\$ 7,000.00	\$ 8,500.00		
282	Electricity	\$ 230,807.53	\$ 206,607.02	\$ 275,000.00	\$ 215,000.00		
283	Gasoline	\$ 29,407.78	\$ 21,556.53	\$ 27,000.00	\$ 25,000.00		

Cape Cod Regional Technical High School

FY17 Budget - Proposed

	Description	FY14 Actual	FY15 Actual	FY16 Budget	FY17 Budget Proposed	%	Expected Grant Funds
284	Refuse Removal	\$ 23,191.42	\$ 24,383.13	\$ 24,000.00	\$ 24,500.00		
285	Total Utility Services	\$ 312,035.64	\$ 280,495.50	\$ 350,000.00	\$ 292,000.00	-16.57%	
286							
287	Student Wages	\$ 26,311.24	\$ 34,041.59	\$ 15,000.00	\$ 15,000.00		
288	Groundskeeper (1)	\$ 43,633.73	\$ 47,982.31	\$ 49,608.00	\$ 51,096.00		
289	Snow Removal	\$ 37,302.50	\$ 48,572.88	\$ 23,000.00	\$ 25,000.00		
290	Grounds Contracted Services	\$ 3,409.00	\$ 4,609.38	\$ 6,000.00	\$ 6,000.00		
291	Grounds Supplies	\$ 29,713.42	\$ 33,645.96	\$ 31,000.00	\$ 31,000.00		
292	Total Maintenance of Grounds	\$ 140,369.89	\$ 168,852.12	\$ 124,608.00	\$ 128,096.00	2.80%	
293							
294	Building & Grounds Supervisor (1)	\$ 68,475.00	\$ 70,187.00	\$ 71,240.00	\$ 81,617.00		
295	Maintenance Employees (2)	\$ 50,237.28	\$ 53,390.16	\$ 100,797.00	\$ 100,752.00		
296	Maintenance Employees - Summer Work	\$ 32,969.36	\$ 20,845.50	\$ 20,000.00	\$ 20,000.00		
297	Maint. of Building Supplies	\$ 72,396.28	\$ 72,641.61	\$ 67,000.00	\$ 67,000.00		
298	Electrical Contracted Service	\$ 17,288.62	\$ 7,974.50	\$ 18,000.00	\$ 15,000.00		
299	Emergency Services	\$ 23,657.64	\$ 28,704.03	\$ 21,000.00	\$ 25,000.00		
300	Mechanical Contracted Services	\$ 15,107.25	\$ 18,450.53	\$ 14,000.00	\$ 19,000.00		
301	Air Conditioning Cont. Serv.	\$ 15,992.00	\$ 19,414.46	\$ 16,000.00	\$ 20,000.00		
302	Building Contracted Services	\$ 74,409.71	\$ 90,392.40	\$ 55,000.00	\$ 75,000.00		
303	Total Maintenance of Building	\$ 370,533.14	\$ 382,000.19	\$ 383,037.00	\$ 423,369.00	10.53%	
304							
305	Maint. Equipment - Tri Generation	\$ 36,389.77	\$ 64,762.19	\$ 36,000.00	\$ 39,000.00		
306	Maint. Equipment - Administration	\$ 78,073.74	\$ 119,378.61	\$ 30,000.00	\$ 30,000.00		
307	Maint. Equipment - Vocational	\$ 16,006.13	\$ 10,316.92	\$ 20,000.00	\$ 15,000.00		
308	Maint. Equipment - Academic	\$ 1,570.90	\$ 1,534.00	\$ 2,000.00	\$ 2,000.00		
309	Maint. Equipment - Maintenance	\$ 3,941.50	\$ 2,968.92	\$ 10,000.00	\$ 10,000.00		
310	Maintenance of Vehicles	\$ 20,524.32	\$ 20,112.31	\$ 20,000.00	\$ 20,000.00		
311	Total Maintenance of Equipment	\$ 156,506.36	\$ 219,072.95	\$ 118,000.00	\$ 116,000.00	-1.69%	
312							
313	Barnstable County Retirement Assessment	\$ 308,536.00	\$ 396,910.00	\$ 426,846.00	\$ 416,008.00		
314	Total Employee Retirement	\$ 308,536.00	\$ 396,910.00	\$ 426,846.00	\$ 416,008.00	-2.54%	
315							
316	Employee Health Insurance	\$ 1,035,020.42	\$ 1,067,130.60	\$ 1,208,284.00	\$ 1,273,677.00		\$ 30,000.00
317	Health Reform Mitigation Cost	\$ 11,000.00	\$ -	\$ -	\$ -		
318	Employee Dental Insurance	\$ 121,226.64	\$ 112,995.40	\$ 115,835.00	\$ 114,427.00		

Cape Cod Regional Technical High School

FY17 Budget - Proposed

	Description	FY14 Actual	FY15 Actual	FY16 Budget	FY17 Budget Proposed	%	Expected Grant Funds
319	Employee Long Term Disability Ins.	\$ 14,765.41	\$ 22,068.82	\$ 16,000.00	\$ 18,126.00		
320	Employee Life Insurance	\$ 9,852.88	\$ 11,658.44	\$ 10,500.00	\$ 11,600.00		
321	Medicare Tax	\$ 119,454.81	\$ 115,178.38	\$ 125,000.00	\$ 130,000.00		
322	Unemployment Insurance	\$ 51,881.64	\$ 52,188.92	\$ 60,000.00	\$ 60,000.00		
323	Workers' Comp. Insurance	\$ 57,143.40	\$ 123,244.00	\$ 118,960.00	\$ 120,088.00		
324	Retirees Health Insurance	\$ 482,361.45	\$ 448,609.06	\$ 481,437.00	\$ 504,989.00		
325	Retiree Section 18 Penalty	\$ 6,022.50	\$ 6,295.20	\$ 6,000.00	\$ 4,155.00		
326	OPEB Obligation	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 40,000.00		
327	Property & Liability Ins.	\$ 194,295.00	\$ 170,912.00	\$ 181,431.00	\$ 178,930.00		
328	Excess Liability Insurance	\$ 10,536.00	\$ 10,548.00	\$ 10,548.00	\$ 10,548.00		
329	Student Insurance	\$ 14,806.50	\$ 14,871.00	\$ 15,000.00	\$ 15,000.00		
330	Treasurer's Bond	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00		
331	Total Insurances	\$ 2,138,716.65	\$ 2,166,049.82	\$ 2,369,345.00	\$ 2,481,890.00	4.75%	\$ 30,000.00
332							
333	Postage Meter	\$ 2,931.36	\$ 2,931.36	\$ 3,816.00	\$ 3,816.00		
334	Total Fixed Lease Charges	\$ 2,931.36	\$ 2,931.36	\$ 3,816.00	\$ 3,816.00	0.00%	
335							
336	Building Improvement	\$ 363,600.10	\$ 349,693.61	\$ 350,000.00	\$ 250,000.00		
337	New Equipment	\$ 55,979.80	\$ 108,240.49	\$ 80,000.00	\$ 80,000.00		
338	Technology Equip/Software	\$ 84,708.41	\$ 108,148.07	\$ 85,000.00	\$ 95,000.00		
339	Replacement Equipment	\$ 122,636.95	\$ 59,314.46	\$ 90,000.00	\$ 90,000.00		
340	Total Fixed Assets	\$ 626,925.26	\$ 625,396.63	\$ 605,000.00	\$ 515,000.00	-14.88%	
341	Capital Improvement Stabilization Fund			\$ 250,000.00			
342	Total Operating and Capital Budget	\$ 13,501,946.04	\$ 13,905,709.40	\$ 14,532,300.00	\$ 14,459,000.00	-0.50%	\$ 192,000.00

APR 04 2016

TOWN OF TRURO
MASSACHUSETTS

INFORMATION FOR THE TOWN OF Truro

Cape Cod Regional Technical High School will provide an opportunity to acquire high quality technical, academic, and social skills which prepare our students for success in our changing world.

Our Budget

The actual budget of **\$14,459,000** is down **0.50%** from FY16 and the assessments for each town varies based on the Education Reform formula and the membership from each community.

Enrollment

Cape Cod Tech serves as an educational facility with a student population of **618** as of **October 1, 2015**. A comparison of the enrollments from your community for the last four years shows:

Year	Town Enrollment	Percentage of Total Enrollment
2012	5	.8%
2013	3	.5%
2014	2	.3%
2015	1	.2%

Assessments

A comparison of Truro assessments for the last four years shows the following:

Fiscal Year	Assessment
FY14	\$83,641
FY15	\$52,491
FY16	\$36,809
FY17	\$19,301

MSBA Project at Cape Cod Tech

After 4 Statements of Interest (SOI's) to the MSBA, Cape Cod Tech was accepted into the Eligibility Period Phase in the "CORE" program for a major reconstruction or renovation in January of 2015

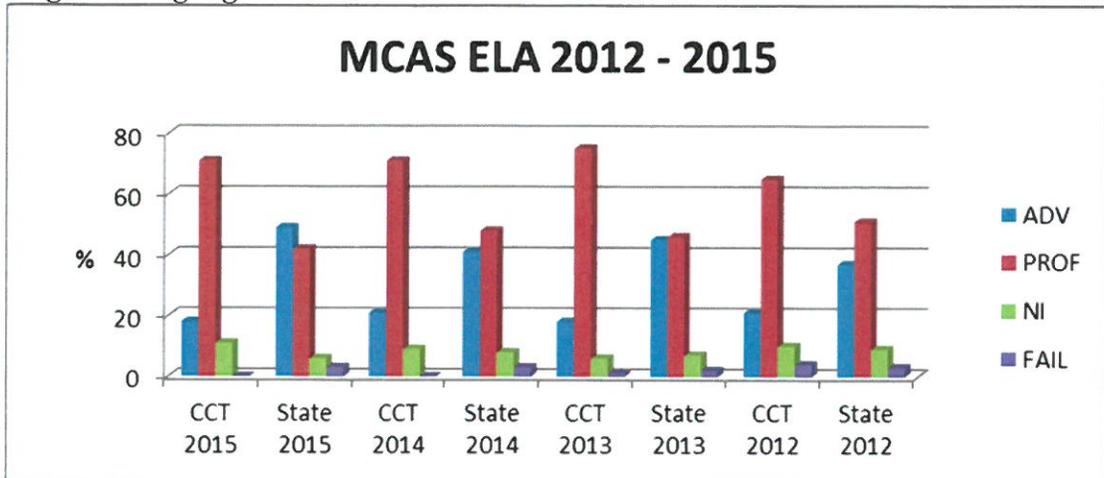
- ❖ The Cape Cod Regional Technical H.S. has formed a School Building Committee comprised of 21 members representing the interest of our 12 sending towns.
- ❖ We reached agreement on a design enrollment of 650 students

On September 30, 2015, the Cape Cod Regional Technical High School was invited into the Feasibility and Schematic Design Phase.

- ❖ The SBC has chosen and negotiated with an Owners Project Manager, Colliers International.
- ❖ We will soon begin to work with the chosen OPM to select a project Designer for the project.

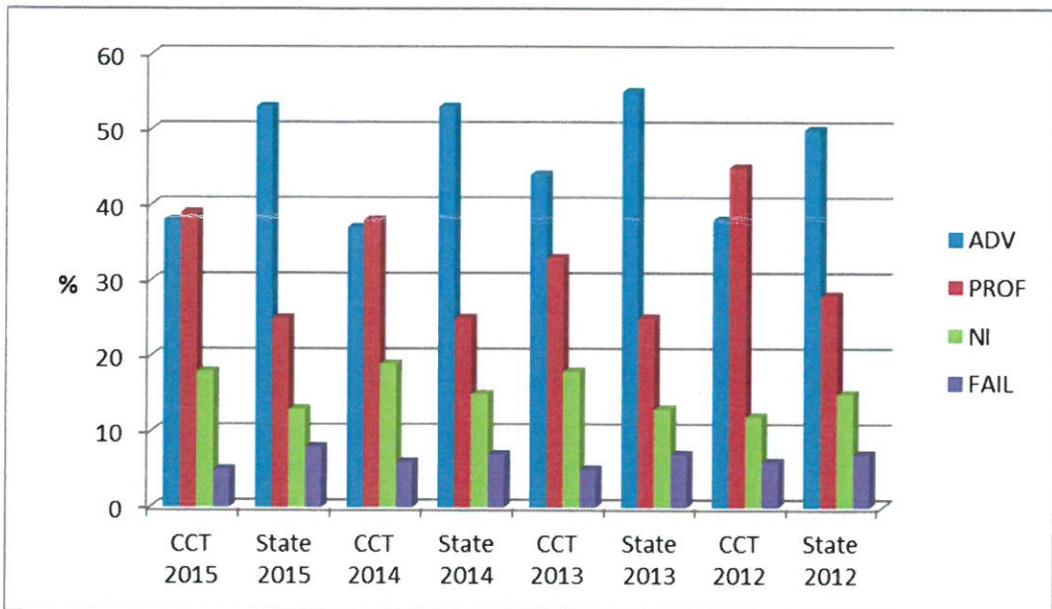
Academic and Graduation Successes

English Language Arts 2012-2015



	ADV	PROF	NI	FAIL
CCT 2015	18	71	11	0
State 2015	49	42	6	3
CCT 2014	21	71	9	0
State 2014	41	48	8	3
CCT 2013	18	75	6	1
State 2013	45	46	7	2
CCT 2012	21	65	10	4
State 2012	37	51	9	3

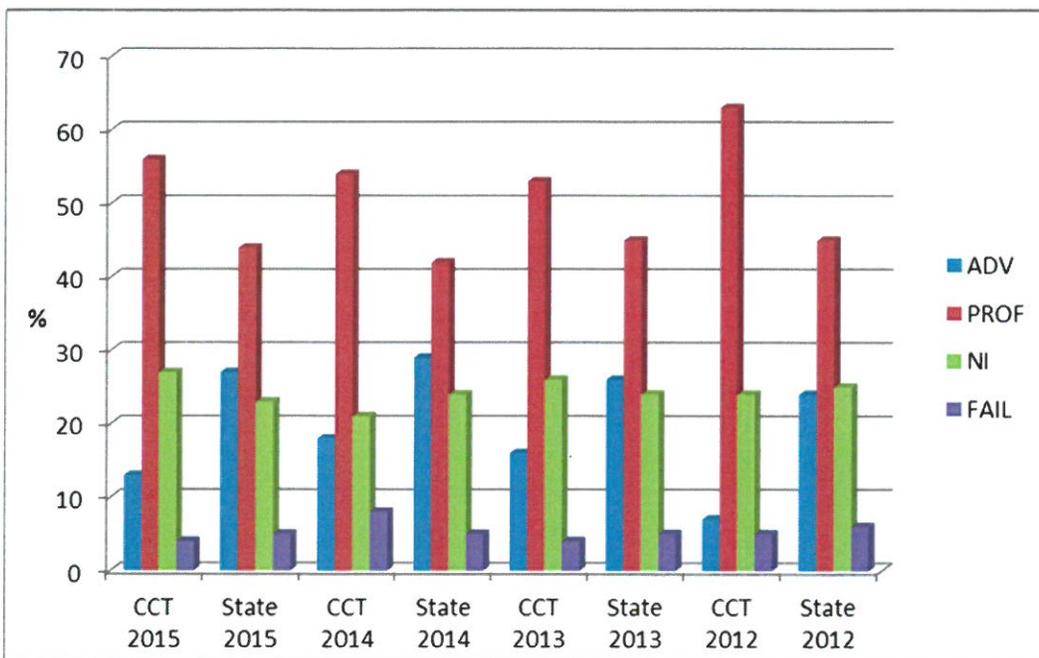
Mathematics 2012-2015



Mathematics 2012-2015 (cont.)

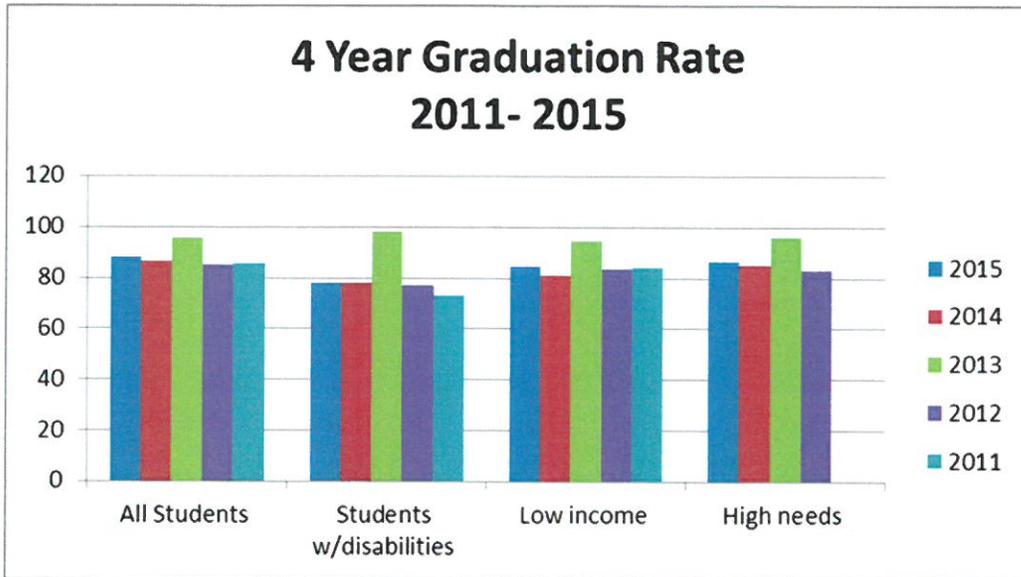
	ADV	PROF	NI	FAIL
CCT 2015	38	39	18	5
State 2015	53	25	13	8
CCT 2014	37	38	19	6
State 2014	53	25	15	7
CCT 2013	44	33	18	5
State 2013	55	25	13	7
CCT 2012	38	45	12	6
State 2012	50	28	15	7

Science 2012-2015



	ADV	PROF	NI	FAIL
CCT 2015	13	56	27	4
State 2015	27	44	23	5
CCT 2014	18	54	21	8
State 2014	29	42	24	5
CCT 2013	16	53	26	4
State 2013	26	45	24	5
CCT 2012	7	63	24	5
State 2012	24	45	25	6

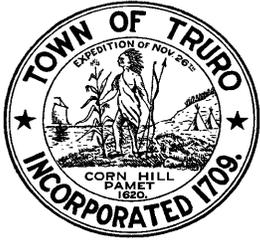
Graduation Rate



4-Year Graduation Rate 2015, 2014, 2013, 2012 & 2011					
	2015	2014	2013	2012	2011
All Students	88.1	86.4	95.6	85.2	85.8
Students w/disabilities	77.8	77.8	98.1	77.2	72.9
Low income	84.7	81	94.7	83.7	84.2
High needs	86.7	85	96.1	83.3	n/a

Graduate Follow-up Study – Class of 2014

Shop	Number of Graduates	Survey Responses	In Military	Employed Related to Shop	In Additional Education	Employed Not Related to Shop	Unemployed
Auto Body	5	5	0	2	0	2	1
AutoTech	11	10	0	6	4	0	0
Carpentry	3	3	0	2	0	1	0
Cosmetology	6	6	0	4	2	0	0
Culinary Arts	12	12	0	7	4	1	0
Dental Assisting	6	6	0	3	1	2	0
Early Education	7	6	0	4	2	0	0
Electrical	8	8	0	4	2	2	0
Graphics	8	7	1	1	3	2	0
Health Tech	12	11	0	6	4	0	1
HVAC	3	2	0	1	1	0	0
Horticulture	11	11	1	7	1	1	1
Info Tech	13	10	1	2	7	0	0
Marine	10	10	1	4	4	1	0
Welding	9	9	0	5	1	3	0
Plumbing	10	8	3	4	1	0	0
Entire School	134	124	7	62	37	15	3



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Treasurer

REQUESTOR: Cynthia A. Slade, Treasurer

REQUESTED MEETING DATE: April 19, 2016

ITEM: ACH Positive Pay Agreement w/ Cape Cod Five

EXPLANATION: Positive Pay is a security program for payroll and vendor checks as it relates to Truro. The town would supply check registers as payments are made and as the items are passed back through to the Town the accounts would be reconciled. Any differences would be flagged and the Town would be notified either for action or inaction.

FINANCIAL SOURCE (IF APPLICABLE): NONE

IMPACT IF NOT APPROVED: Potential of a town check (payroll or vendor) being paid twice / or a check being misread through the banking system.

SUGGESTED ACTION: *Motion to authorize the Treasurer to sign the positive pay agreement with Cape Cod Five.*

ATTACHMENTS:

1. ACH Positive Pay Agreement



ACH POSITIVE PAY AGREEMENT

This Agreement entered into this ____ day of _____, _____ referred to as ACH Positive Pay Agreement ("Agreement") is by and between The Cape Cod Five Cents Savings Bank, ("Bank" or "Cape Cod Five") and the Customer identified below ("Customer"). Bank and Customer agree that the ACH Positive Pay Service ("Service") provided to Customer by Bank will be governed by the terms of this Agreement in accordance with the terms and conditions of the underlying deposit account(s) of Customer at Bank (hereinafter "Account(s)").

This Agreement is subject to the terms and conditions of the Business Online Banking ("BoB") Agreement between the Bank and the Customer dated _____ and this Agreement incorporates said BoB Agreement by reference.

Customer Name Town of Truro

Type of Business municipality

Primary Administrator Cynthia Slade

Telephone 508-349-7004

In consideration of the mutual promises set forth below, the parties hereto agree as follows:

- 1. **ACCOUNT(S).** To use ACH Positive Pay, Customer must have at least one Account. If Customer is applying for ACH Positive Pay jointly with another person or persons, at least one signatory to this Agreement must have full signing authority on the Accounts listed on the application.
- 2. **SERVICE.**
 - (a) Description. The Service described in this Agreement allows Customer to direct the Bank to honor incoming Automated Clearing House ("ACH") debit entries ("Debit(s)") presented to its Account(s). Customer must list authorized ACH entries that may debit Customer's Account (s). All other ACH debit entries will be blocked by the Bank.
 - (b) Election. Customer makes the following elections with respect to ACH Debits:

(i).

x	Block All ACH Debits	895004778 895004885
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- (i) any Bank liability to the Customer shall be limited to the lesser of the amount of the wrongfully paid ACH transaction or Customer's actual damages resulting from the Bank's payment of the ACH debit transaction.
- (c) Wrongful Dishonor. The Bank shall have no liability to the Customer for wrongful dishonor when the Bank acting in good faith returns an ACH transaction it believed not properly payable, or if it is required to do so by the service of legal process on the Bank, or if it is acting upon the instructions of regulatory or government authorities or the courts.

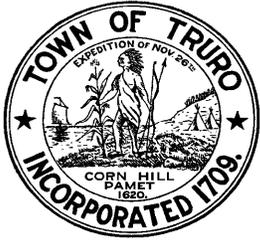
IN WITNESS WHEREOF, Customer and Bank duly execute this Agreement as of the date written below.

CUSTOMER

Date: _____
Customer's Company Name: _____
Customer Signature: _____
Printed Name: _____
Title: _____

THE CAPE COD FIVE CENTS SAVINGS BANK

Date: _____
Signature: _____
Printed Name: _____
Title: _____



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: April 19, 2016

ITEM: Update on 2016 Board of Selectmen Goals and Objectives

EXPLANATION: The Board of Selectmen 2016 Goals and Objectives are attached with an update on progress through the end of the Third Quarter.

SUGGESTED ACTION: None required, for discussion.

ATTACHMENTS:

1. 2016 Goals and Objectives Update

Fiscal Year 2016 Goals and Objectives

TOWN SERVICES

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

TS1	The Town Administrator will conduct a comprehensive review of the staffing structure of the Town and propose changes necessary to further this goal.
1st Quarter: Draft submitted to BOS 10/28. 2nd & 3rd Quarter: BOS approved Phase 1 of the reorganization on December 8, 2015; vacant Assistant Town Administrator position was advertised, part time Town Planner position included in 2017 budget.	

TS2	The Town Administrator will meet regularly with the Town Administrators of Provincetown and Wellfleet to explore opportunities for greater collaboration, shared programs and services, and to jointly address issues related to infrastructure.
1st Quarter: Ongoing. Met with Provincetown on 10/5; meeting scheduled for 11/9. 2nd & 3rd Quarter: Mutual Aid Agreement with Provincetown signed at joint meeting with the Provincetown Board of Selectmen on February 11, 2016. Biweekly meetings scheduled with Provincetown TM. Wellfleet on hold due to retirement of TA.	

TS3	The Town will continue to work closely with the Cape Cod National Seashore and Barnstable County exploring opportunities for efficiencies and shared programs and services. <i>(Continuing)</i>
<p>1st Quarter: Ongoing Purchasing and IT work; Grant requests recently submitted.</p> <p>2nd & 3rd Quarter: Ongoing group procurement opportunities with Barnstable county. IT staff support; email installation and new phone system procurement and installation through Barnstable county. Preliminary Discussions with CCNS on parking scheduled for 4th quarter.</p>	

TS4	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.
<p>1st Quarter: Draft to BOS 11/12. Approved on December 15, 2015. COMPLETED</p>	

TS5	The Town Administrator will explore the development of alternative beach parking including the feasibility of permitting privately run shuttle bus services to access town beaches and attractions for the summer of 2016.
<p>1st Quarter: “Parking” Committee in process.</p> <p>2nd & 3rd Quarter: Staff committee has identified all public parking in Town; meeting scheduled with CCNS to discuss parking.</p>	

TS6	The Town Administrator will facilitate a discussion with the Regional Transit Authority and private transportation services to initiate the development of a coordinated transportation system for the community that will improve access for year round and summer residents to Town beaches, Post Offices, Town Hall, Community Center, Library and Council on Aging.
<p>1st Quarter: Initial conversation last Spring-Process Ongoing.</p> <p>2nd & 3rd Quarter: Selectperson Worthington and the Town Administrator met with the RTA to discuss a shuttle. The RTA provided a draft proposal. The next step is for staff to work with the staff from the RTA to develop a plan for consideration for FY 2018.</p>	

TS7	<p>The Board of Selectmen, working with the Board of Health and the Recycling Committee will explore ways to reduce the cost of solid waste disposal handled through the Transfer Station by:</p> <p><i>(Continuing)</i></p> <ul style="list-style-type: none"> a. Increasing recycling and exploring more aggressive use of composting. b. Exploring fee structures such as PAYT (Pay as You Throw) that will reduce solid waste disposal costs. c. Consider and implement the recommendations of the PAYT/SMART Committee.
<p>1st Quarter: SMART Committee Report completed, on 12/1 Agenda.</p> <p>2nd & 3rd Quarter: The Board of Health is considering the PAYT program. The 2017 budget includes a reconfiguration of the Transfer Station operation and implementation of single stream recycling. The Health Board is considering a fee increase for the Transfer Station and elimination of single bag disposal with no sticker.</p>	

TS8	<p>The Town Administrator and Licensing staff will review all policies and procedures regarding licensing approval and renewal and will recommend changes to the Board of Selectmen for adoption of Licensing Rules and Regulations and changes as necessary to Policy Memorandum #14.</p>
<p>1st Quarter: Ongoing.</p> <p>2nd & 3rd Quarter: The Board of Selectmen transferred authority to the Town Administrator for approval of use of Town owned property, bike and road races, staging/beach access permits and Filming Agreements. Licensing Staff is preparing revisions to licensing procedures.</p>	

TS9	The Town Administrator will increase the availability of Web-based municipal services.
<p>1st Quarter: Ongoing-researching several software packages (CRM, Beach & Transfer Station Stickers, Recreation) for inclusion in 2017 Budget requests.</p> <p>2nd & 3rd Quarter: Beach and Transfer station software request in current year free cash transfer at ATM. Recreation software included in 2017 Capital Budget request.</p>	

TS10	The Board of Selectmen will revise evaluation forms for the Town Administrator, the Police Chief and the Fire Chief. (Continuing)
<p>2nd & 3rd Quarter: The Town Administrator evaluation form is completed.</p>	

TS11	The Police Chief and Town Administrator will complete an update of the Town's Hazard Mitigation Plan. (Continuing)
<p>1st Quarter: In process.</p> <p>2nd & 3rd Quarter: Staff is working with the Cape Cod Commission, funded by a grant, to complete the plan.</p>	

FISCAL MANAGEMENT

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

FM1	The Board of Selectmen will renew the Town Meeting Vote in support of a Home Rule Petition to extend the room's tax to short-term vacation rental of private homes and condominiums.
2nd & 3rd Quarter: An article to renew the vote is included in the 2016 Annual Town Meeting warrant.	

FM2	The Town Administrator will prepare quarterly financial reports for the Board of Selectmen.
1st Quarter: First Quarter Expenditure Report completed. 2nd & 3rd Quarter: Ongoing, report format completed for both revenue and expenditures.	

FM3	The Town Administrator will prepare revenue & expense reports for the following Departments/Functions: Pamet Harbor, Recreation, Beach, Transfer Station, Shellfish and the Council on Aging.
<p>1st Quarter: In process-anticipate completion with Budget submissions.</p> <p>2nd & 3rd Quarter: In process, first draft in May.</p>	

FM4	The Board of Selectmen, Finance Committee and Town Administrator will work to develop a five-year strategic plan for the Town.
<p>1st Quarter: Not initiated.</p> <p>2nd & 3rd Quarter: Not initiated.</p>	

FM5	The Board of Selectmen and the Finance Committee will work with the Town Administrator to develop a ten-year Capital plan for the Town.
<p>1st Quarter: Compiling requests for discussion during budget process.</p> <p>2nd & 3rd Quarter: The Five Year Plan is completed and included in the ATM warrant. The draft of years 6-10 requires additional analysis.</p>	

FM6	The Board of Selectmen will work with the Town Administrator to develop a feasibility and cost study of the potential options to move the DPW facility off Town Hall Hill by building or acquiring a new facility. (Continuing)
<p>1st Quarter: STM Article submitted to hire a consulting firm to complete analysis to include preliminary plans and cost estimates.</p> <p>2nd & 3rd Quarter: The article was approved; the feasibility study is on hold pending discussions with the State Department of Transportation regarding the State's Route 6 facility.</p>	

FM7	The Town will identify and apply for grants appropriate to undertake studies and special projects. (Revised/Continuing)
<p>1st Quarter: Ongoing as required. Green Community grant submitted and received to replace the heating controls at Truro Central School.</p> <p>2nd & 3rd Quarter: Ongoing as required. The Fire Chief has submitted two grants to the Assistance to Firefighter’s Program for breathing apparatus and for replacement of the Tanker.</p>	

FM8	The Board of Selectmen will annually conduct a comprehensive review of Town Fees in order to provide for reasonable and equitable fees that maximize income for the Town and work towards self-sustaining programming. (Revised/Continuing)
<p>1st Quarter: Ongoing, will be included with budget submissions.</p> <p>2nd & 3rd Quarter: Fees for the Harbor were approved by the State. The Fire Chief will submit a request for fee increases to the BOS. Recreation fees are pending a quorum of the Recreation Commission.</p>	

FM9	The TA will develop a fiscal policy manual that covers new accounting requirements including addressing unfunded OPEB benefits, auditor's recommendations and sound business practices.
<p>1st Quarter: Ongoing, expect draft in 4th Quarter.</p> <p>2nd & 3rd Quarter: Ongoing.</p>	

PUBLIC SAFETY

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

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

PS2	The Board of Selectmen, Town Administrator and Interim Fire Chief will work to address the long term sustainability of the Fire & Rescue Department including the feasibility of creating a regional Fire and Rescue department with the Town of Wellfleet.
<p>1st Quarter: Initiated, ongoing.</p> <p>2nd & 3rd Quarter: Ongoing. The State has approved a Community Compact for an analysis of a regional Fire and Rescue with the Town of Provincetown.</p>	

PS3	The Board of Selectmen will work with the Police Chief to develop a vision and mission statement (policy memorandum) that informs policy and practice at the Truro Police Department.
<p>1st Quarter: This was initiated last fiscal year and is in draft form.</p> <p>2nd & 3rd Quarter:</p>	

PS4	The Police Chief will arrange for emergency management training for the Board of Selectmen so that the Board members may better understand their roles and legal responsibilities. (Continuing)
<p>2nd & 3rd Quarter: The Chief of Police has provided the following link for Board members to take an online class: http://training.fema.gov/is/courseoverview.aspx?code=IS-908.</p>	

PS5	The Town Administrator will work with the State and local business owners and residents to create safe pedestrian access to the village centers of Truro and North Truro.
<p>1st Quarter: Not initiated.</p> <p>2nd & 3rd Quarter: Staff has met with the State on traffic and safety issues; no coordinated effort has been initiated.</p>	

PS6	The Town Administrator and Police Chief will work with their counterparts on the Outer Cape to strengthen available mental health and substance abuse prevention and treatment services in our Communities.
<p>2nd & 3rd Quarter: The Truro Police Department has partnered with both the States Department of Mental Health and Gosnold on Cape Cod. For each organization they met with the Directors of Clinical Outreach Services, Clinicians and Recovery Coaches to discuss what services could be provided in dealing with our continuing substance abuse and mental health concerns. In Truro's case both clinicians and the recovery coaches will be utilized. Those individuals meet with people in need AND offer their assistance to families who may be struggling to help loved ones.</p> <p>The next step is to meet with Outer Cape Health (OCH). After enlisting their participation, the final piece will involve building a partnership with all three disciplines, the State Department of Mental Health, Gosnold and OCH so that the right resources are available based on needs as determined in the field and to facilitate cross referrals.</p>	

COMMUNITY SUSTAINABILITY

The Town of Truro will support policies and programs that:

- **Foster sustainable and appropriate economic development**
- **Create more affordable, year-round places for people to live**
 - **Protect and restore our fragile environment**

CS1	<p>In an effort to support economic development the Board of Selectmen, working with the Cable & Internet Advisory Committee will</p> <ul style="list-style-type: none"> a. Identify ways to ensure broadband internet service is available in all areas of the Town <i>(Continuing)</i> b. Continue to closely monitor Comcast contract compliance including expansion of service. c. Explore the expansion of Cape Net to Truro residents.
<p>1st, 2nd & 3rd Quarter:</p> <p>Broadband internet service was completed by Comcast in the areas of Aunt Sal’s Lane, Bad Axe Way, Collins Road, Dead Pine Hill, Head of Pamet Way, Long Dune Lane, Misty Hollow, South Pamet Road, Dyers Hollow Road and North Pamet Road.</p>	

CS2	<p>The Board of Selectmen will work to develop a stronger partnership with the Chamber of Commerce to support sustainable economic development.</p>
<p>2nd & 3rd Quarter:</p> <p>Selectperson Worthington is attending Chamber meetings.</p>	

CS3	The Town will identify ways to increase staff resources in support of the creation of more affordable housing including partnering with the Town of Wellfleet to hire an Affordable Housing Specialist.
2nd & 3rd Quarter: The 2016 ATM Warrant includes a CPC article for funding of a shared person.	

CS4	The Board of Selectmen will propose a By-law at the Annual Town Meeting, similar to measures in place in Provincetown and Wellfleet, to ban single-use plastic bags in the Town.
1st Quarter- Proposed for STM 11/5/2015. 2nd & 3rd Quarter: Article was approved, implementation date of 3/31/2016.	

CS5	The Board of Selectmen will hold a joint meeting with the School Committee to address such issues as declining school enrollment, the long-term financial needs of the school and our relationship to the Nauset Regional School District.
1st Quarter: In process. 2nd & 3rd Quarter: Scheduling has been attempted on multiple occasions.	

CS6	The Board of Selectmen working with the Planning Board will explore zoning by-law changes that will increase the diversity of year round housing options for affordable and community housing for current and future residents.
<p>1st Quarter: In process.</p> <p>2nd & 3rd Quarter: A draft article was prepared for the 2016 ATM and after the Public Hearing, the Planning Board tabled it for more review and possible revisions.</p>	

CS7	The Board of Selectmen working with the Truro Housing Authority will utilize the Housing Needs Assessment to be completed in the Fall of 2015 to inform policies that increase the availability of affordable housing in the Town of Truro.
<p>1st Quarter: In process.</p> <p>2nd & 3rd Quarter: The Board of Selectmen, the Town Administrator and the Housing Authority are working with The Department of Housing and Economic Development, the Governor's Office and the Department of Transportation to acquire a portion of land at the corner of Highland and Route 6. The 2016 ATM Warrant includes an article authorizing the Board to accept the land.</p>	

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

CS9	The Town Administrator will continue to develop and implement plans for the restoration of tidal flow to the Pamet River Valley and to develop long-term solutions to the effects of erosion and over washing at Ballston Beach. <i>(Continuing-revised)</i>
1st Quarter: In process. Pending scope of work from the US Army Corps of Engineers (UACE). 2nd & 3rd Quarter: Initial scope and cost estimate received from the UACE, Town share of cost is roughly \$210,000. Funds are identified. Pending contract from UACE.	

CS10	The Town Administrator will develop plans and identify funding to implement remedial efforts at Eagle Creek and East Harbor.
<p>1st Quarter: In process. Meeting scheduled with Woods Hole Group on East Harbor Eagle Creek to be included in CS9.</p> <p>2nd & 3rd Quarter: The ATM Warrant has a Capital Exclusion article to repair the outflow pipe on Town property. Staff will begin to reach out to the other state and federal agencies that will need to be part of a long term plan for repair of the entire pipe. Eagle Creek will not be included in the Pamet River Valley Study, staff will be meeting with the Woods Hole Group to review the engineering documents for the required work, Town Meeting has already approved borrowing for this project, so depending on the engineering, staff will get the project going.</p>	

CS11	The Board of Selectmen will hold quarterly joint meetings with the Planning Board to encourage information sharing and coordinated policy development.
<p>1st Quarter: Ongoing.</p> <p>2nd & 3rd Quarter: Goals Meeting proposed for 5/24.</p>	

COMMUNITY ENGAGEMENT & GOVERNANCE

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

CEG1	The Town Administrator will establish a Town of Truro Facebook Page as another way to better communicate with residents and visitors.
1st Quarter: COMPLETED	

CEG2	The Town Administrator will be responsible for ensuring that the town's website is up-to-date and will continue to improve the quality, timeliness and ease of access to information and services available on it.
1st Quarter: Work in progress. 2nd & 3rd Quarter: This is an ongoing effort. A multi-media consultant will begin work with Department Heads on May 1 to revise individual department pages appearance and content.	

CEG3	The Town Administrator will recommend ways to increase use of the Town’s website and newly created Facebook page as a way to communicate with and gather information from residents, property owners and visitors. <i>(Revised/Continuing)</i>
<p>1st Quarter: Work in progress.</p> <p>2nd & 3rd Quarter: This is a continuous improvement objective that will be a multi-year initiative with some progress achieved through the efforts described in CEG2.</p>	

CEG4	The Town Administrator will investigate the feasibility of bringing the Truro E-Newsletter and distribution list in-house and integrating it into an overall e-communication strategy and plan.
<p>1st Quarter: Not initiated.</p> <p>2nd & 3rd Quarter: No progress.</p>	

CEG5	The Board of Selectmen will catalogue and review all of the Board's Policy Memorandums to identify those in need of update or deletion. The Board of Selectmen will work to complete revision of policies by the end of FY2016. (Continuing)
<p>1st, 2nd & 3rd Quarter: Selected policies have been updated and/or deleted as follows:</p> <ul style="list-style-type: none"> • Policy 17 Repair or Snow Plowing of private roads (revised 12/15/2015) • Policy 48 Construction Staging Permit for Use of Town-Owned Property and or Beach access (revised 1/26/2016) • Policy 54 Standards of Professional Conduct (revised 2/10/15) • Policy 55 Replacement of Police Vehicles (revised 2/10/15) • Policy 56 Board of Selectmen Work Sessions (created 12/15/15) 	

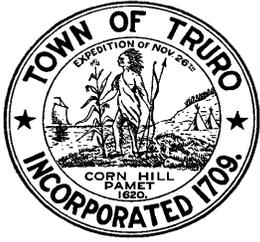
CEG6	The Board of Selectmen will review the charges of all town boards and committees for relevance and clarity and revise if necessary.
<p>2nd & 3rd Quarter: On Board of Selectmen Agenda – April 19, 2016 Meeting.</p>	

CEG7	The Town will equip an additional meeting room with cameras and sound to record meetings of Town Boards and Commissions.
<p>1st Quarter: In process-use of training room at the Public Safety Facility. Equipment specifications being prepared for bid solicitation.</p> <p>2nd & 3rd Quarter: Procurement process in place.</p>	

CEG8	The Town will create and provide support, training and educational materials to all of our citizen volunteers in order to make our volunteer driven committees and services more effective and compliant with State and Federal regulations.
<p>1st Quarter: Training provided on Ethics and Open Meeting Law. Public records law to be scheduled.</p> <p>2nd & 3rd Quarter: Additional training in discussion stage.</p>	

CEG9	The Town will collect information from residents and visitors that help inform budget priorities and policy making.
<p>1st Quarter-Not initiated.</p> <p>2nd & 3rd Quarter: Selectmen’s Hours and Selectmen and Town Administrator attendance at Friends Of and Committee meetings has solicited information from volunteers and residents.</p>	

CEG10	The BOS and the Charter Review Commission will continue to review and propose changes to the Town’s Charter. (Continuing)
<p>1st Quarter: Charter Review to submit recommendations at 12/1/2015 meeting.</p> <p>2nd & 3rd Quarter: Recommendations endorsed by the Board of Selectmen and included in the 2016 ATM Warrant: articles include minor edits to the hiring processes, labor negotiation team composition and Budget Task Force dates.</p>	



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

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

REQUESTED MEETING DATE: April 19, 2016

ITEM: Discussion on the Development Process for the 2017 Goals and Objectives

EXPLANATION: Attached is a draft process and calendar for the development of the 2017 Board of Selectmen Goals and Objectives for review and discussion.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The process and calendar will not be defined.

SUGGESTED ACTION: *MOTION TO approve the FY17 Goals and Objectives Development Process and Calendar.*

ATTACHMENTS:

1. FY17 Goals and Objectives Development Process and Calendar

Town of Truro
FY17 Goals & Objectives
Development Process

- April 19th
5pm Board of Selectmen Meeting
Review and discuss FY16 Goals
Adopt Process for developing FY17 Goals and Objectives
Request that Committees & Boards discuss FY17 Goals and Objectives prior to May 24th Meeting of Board of Selectmen
- May 11th
5pm Board of Selectmen Work Session
Review, refine and affirm FY17 Goals and discussion of uncompleted and possible new objectives
Make Board of Selectmen Committee Liaison Assignments
- May 24th Board of Selectmen Meeting
Meeting with Committee/Board Chairs and Members to discuss their FY17 Goals and Objectives
- | | |
|------------------------|---------------------------|
| Planning Board | Zoning Board of Appeals |
| Board of Health | Housing Authority |
| Community Preservation | COA |
| Energy | Recycling |
| Agriculture Commission | Water Resources Oversight |
- June 7th
1-4pm Board of Selectmen and Town Department Heads meet
--to discuss staff perspectives on goals and objectives for FY17
- June 14th Board of Selectmen Meeting
Meeting with Committee/Board Chairs Part 2
- | | |
|--------------------------------|------------------|
| Conservation | Beach Committee |
| Pamet Harbor | Recreation |
| Shellfish | Library Trustees |
| School Committee | |
| All other Boards & Commissions | |
- June 21st Board of Selectmen Work Session – finalize Goals & Objectives
- June 28th Public Hearing on FY17 Goals & Objectives



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator for Chairman Paul Wisotzky

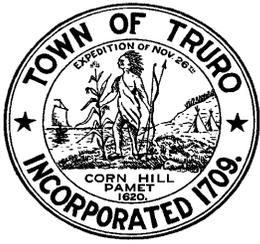
REQUESTED MEETING DATE: April 19, 2016

ITEM: Discuss and Develop a Process and Timeline to Review Charges of Multi-Member Boards and Committees

EXPLANATION: As part of the 2016 Goals and Objectives, Objective CEG6 addresses the review and updating of the charges for the multi-member bodies appointed by the Board of Selectmen. The charge outlines the mission and responsibilities of the Multi-member Boards/Committees and Commissions. In accordance with the Charter, § 6-4-4, the charges are approved and authorized by the Board of Selectmen. Chairman Wisotzky requested this item be added to the Agenda to have a discussion about the process and timeline for review and updating of the charges.

SUGGESTED ACTION: *MOTION to*

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator for the Board of Selectmen

REQUESTED MEETING DATE: April 19, 2016

ITEM: Discussion of Meeting Date and Agenda for the Part-time Residents Summer Forum

EXPLANATION: As previously discussed, the Chairs of the Regulatory Boards and Committees were polled to determine availability to attend a community conversation with part-time residents during the summer. Three dates were polled; July 18th, August 1st, and August 15th (Mondays), time to be determined. The majority preferred July 18th and August 15th. Once a date/time certain is established the process will begin for outreach to part-time residents informing them of the forum.

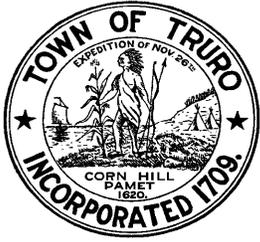
The Board also needs to discuss and decide on the Agenda for the meeting.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: MOTION To *approve the date and time for a part-time resident forum at the Truro Community Center.*

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Board of Selectmen

REQUESTOR: Selectmen Maureen Burgess

REQUESTED MEETING DATE: April 19, 2016

ITEM: Review Letter to Senator Warren and Potential Op Ed piece regarding the Centennial of the National Park

EXPLANATION: 2016 is the centennial of the National Park Service. The selectmen have received an email from John Romano, Campaign Organizer, Environment Massachusetts, asking if we would like to add our names to the prepared letter to Senator Warren, asking her to speak out in favor of public parks. The Board has the option to be a signatory to the letter to Senator Warren as well as to an upcoming Op Ed.

FINANCIAL SOURCE (IF APPLICABLE): N/A

SUGGESTED ACTION: *MOTION to approve the Board of Selectmen individually signing the Letter to Senator Elizabeth Warren in support of National Parks.*

ATTACHMENTS:

1. Op-Ed piece regarding the Centennial of the National Park
2. Letter to be signed Senator Elizabeth Warren regarding the National Parks

From a cross-country trek to the Grand Canyon to a weekend escape at the Cape, our breathtaking national lands have cemented themselves as the highlight of many family getaways. As Massachusetts residents, we know summer would be incomplete without getting some sun on the Cape Cod National Seashore. In this year of the National Park Service Centennial, we should take the time to appreciate the benefits of our public lands—both national and local—and ensure they remain a central part of the American tradition for generations to come.

In addition to providing great opportunities for leisure and recreation, our parks play an understated role in public health. Whether at a local park or on a trip to Yosemite, the outdoors benefits everyone's health—but especially our kids'. Experiencing nature can lower their stress levels,ⁱ protect them from problems like heart disease and diabetes,ⁱⁱ and help reduce symptoms of ADHD.ⁱⁱⁱ With children today spending only thirty minutes a day playing outdoors compared to nearly seven hours in front of a screen^{iv}, National Park Week—starting April 16th—presents a great opportunity to take a trip and get back outside!

Our parks also provide a boon for the health of the economy. Numerous studies show that public lands—whether a local park or an iconic national park—benefit the local economy substantially. In 2013, local and regional public park agencies across the U.S. generated close to \$140 billion and supported nearly 1 million jobs.^v In 2014, while visiting national parks, guests spent more than \$15 billion in surrounding communities.^{vi} Massachusetts is no exception, as national parks here generated \$432 million in revenue for surrounding businesses and supported thousands of jobs in 2011.

We want to ensure the opportunity to explore and benefit from our most special places remains available to all Americans today and for years to come. Thus, some of the threats facing our parks cause concern—from chronic underfunding, to proposed developments, and even efforts by a small group of extremists in Congress to sell off some of our public lands to the highest bidder.

Fortunately, the Centennial of the National Park Service provides a perfect opportunity to highlight the importance of our parks—from nearby parks like the Cape Cod National Seashore to our national icons like the Grand Canyon. To ensure these places stay as captivating 100 years from now as they are today, we must call on our elected leaders at all levels of government join us as champions for our public parks and help keep public lands in public hands.

John Romano, Environment Massachusetts Campaign Organizer

i Kuo, PhD, Frances E., and Andrea Faber Taylor, PhD. "A Potential Natural Treatment for Attention- Deficit/Hyperactivity Disorder: Evidence From a National Study." *American Journal of Public Health* 94.9. Sept. 2004. ii American Academy of Pediatrics. "Many Children have suboptimal Vitamin D Levels," *Pediatrics*. October 26, 2009.<http://www.aap.org/advocacy/releases/oct2609studies.htm>

iii Study: Wells, N.M. (2000). At Home with Nature: Effects of "greenness" on children's cognitive functioning. *Environment and Behavior* (32), 6, pp 775-795. <http://eab.sagepub.com/cgi/content/abstract/32/6/775>

iv <http://www.nwf.org/What-We-Do/Kids-and-Nature/Why-Get-Kids-Outside/Health-Benefits.aspx>

Rideout, Victoria et al. (2005). *Generation M: Media in the Lives of 8-18 Year-Olds*. The Henry J. Kaiser Family Foundation. v <http://www.nrpa.org/parkeconreport/>

vi <http://www.nature.nps.gov/socialscience/vse.cfm>



Dear Senator Warren,

We, the undersigned elected officials from across Massachusetts write to thank you for your past efforts to stand up for our public parks, and we call on you to do even more to elevate the importance of our parks especially during this year –the Centennial of the National Park Service. We all know that spending time outside is good for our health. And as local officials we are well aware that access to our parks – whether an urban green space or one of our iconic national wonders is a great benefit to our citizens and our community.

We are anxious to ensure that the opportunity to explore and benefit from our most special places remains available to all Americans today and for years to come.

The need for public parks has never been greater – especially for our kids. Today the average child spends only thirty minutes a day playing outdoors compared to nearly seven hours in front of a screen. This is detrimental to kids’ physical, mental, and emotional health and it denies our children the experience of enjoying the outdoors. But of course, experiencing nature benefits all of us. A recent study showed that strolling in a leafy green area even briefly made people happier and more attentive and it changed their brain function in positive ways.

Our parks are great economic drivers as well. Numerous studies show that public lands—whether a local park or an iconic national park – benefit the local economy in numerous ways. In 2013, local and regional public park agencies across the US generated close to \$140 billion and supported nearly 1 million jobs. In 2014, while visiting national parks, visitors spent more than \$15 billion in surrounding communities.

This year marks the 100th anniversary of the National Park Service. We are calling on you to speak out about the importance of our public parks. And we hope you will do everything you can to keep our public lands in public hands, to ensure they are well-funded and maintained, and to protect them from pollution or other threats. Together we can make sure all Americans can experience the wonders of the great outdoors today and for the next 100 years.

Sincerely,

Elected Official Name _____

Title/Office _____

Phone Number (w) _____

Phone Number (c) _____

Email Address _____

City/Town _____



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 Signature:

1. Town of Truro Agreement with MJT Enterprises Inc. dba Cape Cod Oil Company for supply and delivery of Diesel and Diesel Direct for supply and delivery of Diesel for Fiscal 2017
2. United Site Services agreement with the Town of Truro for the leasing and maintenance of Portable Toilets for Fiscal Year 2017
3. One Day Pouring License for the Truro Historical Society, for May 6, 2016 at the Cobb Library, 13 Truro Center Road; One Day Pouring and Entertainment Licenses for Truro Center for the Arts at Castle Hill, (10 Meeting House Rd, & 3 Edgewood Way) 5/20; 6/18; 7/3; 7/23; 8/6; 8/26; and 8/27. One Day Pouring Application and License for July 18th at the Pamet Harbor Yacht Club authorizing the Vice-Chair to sign.
4. Review and approve DRAFT DHCD Regulatory Agreement for Habitat's upcoming 143 Route 6 Truro and authorize the Chair to sign the final draft so long as there are no substantive changes.

B. Review and Approve the reappointment of Kevin Grunwald as a Truro representative to the Cape Cod Commission for a term of three years, effective April 25, 2016 through April 24, 2019.

C. Review and Approve Renewal of Seasonal Licenses: Days Market, Jules Besch Stationers and Hillside Farm Stand (Transient Vendor), Jams Inc. (Common Victualer and Transient Vendor), Blackfish Restaurant (Common Victualer), & Joey Rugo's Food Truck (Hawker Peddler)

D. Declaration of Surplus Property from COA, Library, Town Hall and IT Department

E. Review and Approve Regular Board of Selectmen Minutes – March 29th, 2016

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Town Administrator

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



Halcyone H. Tasha
C/O MJT Enterprises Inc.
PO Box 993 , 227 Route 6
Provincetown, MA 02657

March 29, 2016

Re: Notice of Award for Supply & Delivery of Diesel Fuel with the Town of Truro and MJT Enterprises Inc.
dba Cape Cod Oil Company for Fiscal Year 2017

Dear Halcyone H. Tasha,

Please be advised that as Town Administrator for the Town of Truro, I am happy to inform you that the Town of Truro has accepted your bid for delivery and supply of diesel in accordance with the bid specifications.

Your accepted bid specifications for diesel are as follows:

**Operating Expense and Profit (O.E.P.) Price per Gallon:
\$.159 O.E.P. ULS Diesel for 3000 gallon tank**

Enclosed you will find an Acceptance of Notice of Bid Award which you must complete and return to this office within 5 days. The Board of Selectmen will review the attached contract at a duly held meeting on April 12th, 2016.

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

Sincerely,

Rae Ann Palmer
Town Administrator
Town of Truro

Enc.

Cc: Trudi Brazil, Town Accountant
Jay Norton, DPW Director
Elaine Davis, Barnstable County Chief Procurement Officer

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Cape Cod Oil Company
this the 4 day of April, 2016.

By Amy Rogers
Title manager
Employer Identification Number 012549520

RECEIVED
SELECTMENS OFFICE
APR 06 2016
TOWN OF TRURO
MASSACHUSETTS



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Town Administrator

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

Ken Whalley
Vice-President of Wholesale Supply
C/O Diesel Direct
74 Maple Street
Stoughton, MA 02072

March 29, 2016

Re: Notice of Award for Supply & Delivery of Gasoline with the Town of Truro and Diesel Direct for Fiscal Year 2017

Dear Mr. Whalley,

Please be advised that as Town Administrator for the Town of Truro, I am happy to inform you that the Town of Truro has accepted your bid for delivery and supply of gasoline in accordance with the bid specifications.

Your accepted bid specifications for gasoline are as follows:

**Operating Expense and Profit (O.E.P.) Price per Gallon:
\$.1355 O.E.P. Regular Unleaded for 5000 gallon tank**

Enclosed you will find an Acceptance of Notice of Bid Award which you must complete and return to this office within 5 days. The Board of Selectmen will review the attached contract at a duly held meeting on April 12th, 2016.

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

Sincerely,

Rae Ann Palmer
Town Administrator
Town of Truro

Enc.

Cc: Trudi Brazil, Town Accountant
Jay Norton, DPW Director
Elaine Davis, Barnstable County Chief Procurement Officer

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Diesel Direct, Inc.
this the 4th day of April, 2016.

By Ken Whalley
Title V.P. Wholesale Supply
Employer Identification Number 04-3280313





Agreement Between
Town of Truro, MA
and
MJT Enterprises, dba Cape Cod Oil Company

This agreement, made the 19th day of April, 2016 by and between Cape Cod Oil Company, mailing address of PO Box 993, Provincetown, MA 02657 herein called the "Contractor" and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the "Town".

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

Article 1. Scope of Work

The contractor shall furnish all Diesel Fuel as called for in the specifications for:

"Invitation for Bids for the supply and delivery of diesel fuel to the Town of Truro for the period of July 1, 2016 through June 30, 2017" issued on February 4, 2016.

Article 2. Time Period

The contract is for the period of July 1, 2016 through June 30, 2017.

Article 3. Contract Sum

Diesel Fuel: \$.159 O.E.P.

Article 4. Time of Payment

The Contractor shall submit original invoices to the Town. Payment will be made within fourteen days of receipt of the invoice.

Article 5. Contract Documents

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

Article 6. Termination for Cause

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

**MJT Enterprises, Inc.
Cape Cod Oil Company**

Town of Truro

**Halcyone H. Tasha
President & Owner**

**Paul Wisotzky
Chair, Board of Selectmen**



Agreement Between
Town of Truro, MA
and
Diesel Direct

This agreement, made the 19th day of April, 2016 by and between Diesel Direct, mailing address of 74 Maple Street, Stoughton, MA 02072 herein called the “Contractor” and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the “Town”.

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

Article 1. Scope of Work

The contractor shall furnish all Gasoline as called for in the specifications for:

“Invitation for Bids for the supply and delivery of gasoline to the Town of Truro for the period of July 1, 2016 through June 30, 2017” issued on February 4, 2016.

Article 2. Time Period

The contract is for the period of July 1, 2016 through June 30, 2017.

Article 3. Contract Sum

Gasoline: \$0.1355 OEP

Article 4. Time of Payment

The Contractor shall submit original invoices to the Town. Payment will be made within fourteen days of receipt of the invoice.

Article 5. Contract Documents

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

Article 6. Termination for Cause

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

Diesel Direct

Town of Truro

Ken Whalley
Vice-President of Wholesale Supply

Paul Wisotzky
Chair, Board of Selectmen



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: April 19, 2016

ITEM: United Site Services agreement with the Town of Truro for Leasing and Maintenance of Portable Toilets for Fiscal Year 2017

EXPLANATION: United Site Services was awarded the bid for the leasing and maintenance of the portable toilets for the Fiscal Year 2017. The acceptance of Notice of Award has been signed by the company and now the Town must sign the agreement.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Town will not have portable toilets for public use.

SUGGESTED ACTION: *MOTION TO approve and authorize the Chair to sign the agreement with United Site Services for portable toilets.*

ATTACHMENTS:

1. Notice of Award
2. United Site Services Agreement
3. United Services Agreement with Town



Agreement Between
Town of Truro, MA
and
United Site Services Northeast, Inc.

This agreement, made the 12th day of April, 2016 by and between United Site Services Northeast, Inc., mailing address of 12 C Jan Sebastian Drive, Sandwich, MA 02563 herein called the “Contractor” and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the “Town”.

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

Article 1. Scope of Work

The contractor shall furnish portable toilets as called for in quote #414-590189 dated 2/25/16

Article 2. Time Period

The contract is for the period of April 1, 2016 through March 31, 2017.

Article 3. Contract Sum

Overall Price: **\$22,203.00** Additional Pumping: \$10.50, Special Event per day: \$58.00, Additional Emergency Units per day: \$46

Article 4. Time of Payment

The Contractor shall submit original invoices to the Town. Payment will be made within fourteen days of receipt of the invoice.

Article 5. Contract Documents

The Specifications, Bid and this Agreement form the Contract, and they are fully a part of the Contract as attached and incorporated herein by reference. In addition, the following terms shall be followed: Each unit will be equipped with a working lock system, occupied/vacant indicator, tissue paper holder that is firmly attached to the unit per manufacturer’s specification, seat cover will be hinged and in

working worker. Toilets shall be kept in good operating condition and without damage at all times, with vendor making necessary repairs or replacements when required.

Toilets shall be serviced including disinfecting as often as required and contracted for by the [Town]. Disinfecting includes but is not limited to emptying the waste, using water with sanitizer, wiping/washing down the exterior and wiping/washing down the interior with antibacterial cleaner. Servicing not only includes disinfecting the toilet, but also includes restocking of all supplies such as toilet paper and hand sanitizer where applicable. Hand sanitizers and refills, as needed, shall be included in the costs for all toilets, both regular and accessible.

A card shall be attached inside each unit for Town staff to indicate times, dates, notes, and staff member initials upon inspection of the unit and for the contractor to indicate times, dates, and initials of staff person when units are cleaned [OR] GPS data shall be furnished to the Town on a weekly basis documenting such cleanings

The Town will only pay for cleanings that are performed. If for any reason the vendor cannot clean a particular unit(s), the Town shall receive a credit on the next invoice for services not performed in the prior month.

The purpose of this contract is to provide Portable Toilets, furnish all supplies, as well as be responsible for the cleaning of toilets. Placement of [ADA-compliant] toilets may require ramps. Cleaning services may be needed [daily, every other day, twice per week or weekly], please refer to specifications included with the Invitation to Bids. This shall include any extra supplies needed such as toilet paper, paper towels and hand sanitizer.

Article 6. Event of Default/Remedies

- 6.1 Any one of more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):
 - 6.1.1 failure to perform the Services satisfactorily or on schedule;
 - 6.1.2 failure to submit any report hereunder; and/or
 - 6.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 6.2. Upon the occurrence of any Event of Default, the [Town] may take any one, or more, or all, of the following actions:
 - 6.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 6.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the [Town] determines that Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 6.2.3 set off against any other obligations the State may owe to the Contractor any damages the [Town] suffers by reason of any Event of Default; and/or
 - 6.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

United Site Services Northeast, Inc.

Town of Truro

Jennifer Lindsey
Contracts Administrator, United Site Services

Paul Wisotzky
Chair, Board of Selectmen



TOWN OF TRURO

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

United Site Services
12C Jan Sebastian Drive
Sandwich, MA 02563

April 4, 2016

Re: Notice of Award for Leasing and Maintenance of Portable Toilets with the Town of Truro and United Site Services Northeast, Inc. for Fiscal Year 2017

Dear Ian,

Please be advised that the Town of Truro has accepted your bid for leasing and maintenance of portable toilets in accordance with the bid specifications.

Your accepted bid specifications are as follows:

ADA Units per unit: \$10.00 Regular Units per unit: \$10.00 Overall Price: \$22,203.00
Weekly Service per unit: \$55.00
Additional Pumping: \$10.50 per unit Special Event per day: \$58.00 per unit
Additional Emergency Units Per day: \$46.00

Enclosed you will find an Acceptance of Notice of Bid Award which you must complete and return to this office within 5 days. The Board of Selectmen will review the attached contract at a duly held meeting on April 12, 2016

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

Sincerely,

Rae Ann Palmer
Town Administrator
Town of Truro

Enc.

Cc: Trudi Brazil, Town Accountant
Jay Norton, DPW Director
Elaine Davis, Barnstable County Chief Procurement Officer

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
this the _____ day of _____, 2016.

By _____
Title _____
Employer Identification Number _____

United Site Services Northeast, Inc.

12C Jan Sebastian Drive
SANDWICH, MA 02563



Consent Agenda Item: 6A2

Salesperson Contact

Ian A. Fowler
Mobile: 508-243-6433
Office: 508-406-5019 x65019
Fax: 508-594-2581
Ian.Fowler@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-590189

Quote Date: 02/25/16

Quote Expires: 03/26/16

Sell To: TOWN OF TRURO
24 TOWN HALL RD
TRURO, MA 02666

Ship To: TOWN OF TRURO
TRURO, MA 02666

Cust. #: USS-297004
Phone: 508-349-2140

Terms: Due Upon Receipt

Comments & Special Instructions

ADDITIONAL/EMERGENCY PUMPING \$10.50 PER UNIT PER SERVICE
SPECIAL EVENT PER DAY \$58 PER UNIT PER EVENT
ADDITIONAL EMERGENCY UNITS PER DAY \$46

OVERALL PRICE – ENTIRE CONTRACT PERIOD: \$22,203.00

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
Deluxe Restroom	EA	1	02/26/16	Indef	10.00	10.00 per billing cycle
Weekly Service	EA	1	02/26/16	Indef	55.00	55.00 per billing cycle
Deluxe Restroom Subtotal:						65.00
ADA Wheelchair Accessible	EA	1	02/26/16	Indef	10.00	10.00 per billing cycle
Weekly Service	EA	1	02/26/16	Indef	55.00	55.00 per billing cycle
ADA Wheelchair Accessible Subtotal:						65.00

Total: 130.00

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 5502, Binghamton, NY 13902-5502

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

TERMS AND CONDITIONS

Rev. 5.6.09

1. Acceptance Customer shall be deemed to have accepted these terms and conditions upon the earliest to occur of: (i) two business days after receipt of an invoice from Company; (ii) delivery of items of equipment ("Equipment") identified in the invoice to the site designated in the invoice (the "Site") and use or acceptance thereof; or (iii) acknowledgment or other conduct of Customer indicating acceptance. These terms and conditions shall supersede any inconsistent terms of any purchase order or other documents of Customer.

2. Payment Terms All agreements are subject to approval by Company. Customer shall pay all charges by Company during the term (the "Period") shown in the invoice. **All Company invoices are due and payable upon Customer's receipt of the invoice.** Customer shall be liable to Company for interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate from time to time, on all overdue accounts. Customer shall pay all additional charges for services separately requested by Customer or made necessary by Customer's breach of these Terms and Conditions, including but not limited to, moving/relocation charges, special service charges, and special delivery and removal charges. In the event Customer's account becomes delinquent, Customer agrees to pay Company all collection expenses, including reasonable attorney's fees.

3. Service The Company offers servicing as an option on all portable restrooms.

4. Damage Waiver The Company offers a damage waiver program on certain Equipment. **Customer may decline the damage waiver by completing and executing the appropriate section at the end of these terms and conditions.** Unless Customer has declined the Damage Waiver in writing before the commencement of the Period or within five business days of the date of the first Invoice to Customer for any Equipment identified with a Damage Waiver on the invoice, whichever is later, Company shall impose, and Customer shall pay, any Damage Waiver fees indicated on the invoice and (provided Customer has not breached any of these terms and conditions) Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for theft of any Equipment and for any losses resulting from any willful or grossly negligent acts or omissions of Customer or any of its agents, servants and employees, and (ii) if Customer has other insurance covering such loss or damage, Customer shall exercise all rights available to it under such insurance, take all actions necessary to process such claim and assign such claim and pay any and all proceeds from such insurance to Company. If Customer declines the Damage Waiver, Customer shall be liable for any loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear, and Customer shall pay Company the actual cost of repair or replacement cost thereof, and in addition thereto, for Company's loss of use of the Equipment. In the event of any loss of or damage to the Equipment, Customer shall promptly notify Company of such loss or damage and shall provide Company with copies of all reports relating to such loss or damage, including police reports, informal investigation reports and insurance reports. **The damage waiver described in this section does not apply to portable toilets and containers which become contaminated with hazardous materials or contaminants described in Paragraph 7 while in the Customer's control and possession.**

5. Equipment Location Customer warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of portable toilets, temporary fencing, portable storage containers and any other Equipment provided by Company, and further agrees to give directions and supervise the placement of such temporary fencing, storage containers, portable toilets and other Equipment.

6. Equipment Responsibility Company will deliver the Equipment to the Site at the commencement of the Period and will remove the Equipment at the end of the Period. If servicing has been ordered by Customer, Company will remove any domestic septic waste ("DSW") from portable restrooms, if applicable, on the service day(s) scheduled by Company. In the event Company is unable to service the Equipment on the service day due to a holiday, inclement weather, or other interfering circumstances, Company shall service the Equipment on the earliest business day, excluding Sundays, available in accordance with Company's other service commitments. Company shall be granted access to the Equipment at any time for any servicing, maintenance or removal of Equipment. Customer shall not remove the Equipment from the Site, and shall not move the Equipment on the Site without written permission from Company. Customer shall not modify the equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines, including ANSI Standard Z4.3 and the requirements of the "Guide for Clean Portable Sanitation" published by PSAI, if applicable.

7. Equipment Contamination While portable restroom units are in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials (including oils, paints, adhesives and solvents). Company will not remove any waste other than DSW from portable restrooms and storage containers ("Other Waste"). In the event Other Waste is found in the Equipment, Customer shall arrange and pay for separate removal of such Other Waste. Until such Other Waste is removed, Customer may not terminate the Period and Customer is liable for all charges accrued during such period.

8. Liability Except to the extent Customer is not liable for damage to Equipment under the Damage Waiver program described in Section 5, Customer agrees to defend, indemnify and hold Company harmless to the maximum extent permitted by law from and for all claims, lawsuits, damages, expenses and other losses arising out of the rental or use of Equipment delivered to or rented by Customer. Customer's obligation will apply to the extent permitted by law to all accidents or incidents regardless of whether same occur as a result of Customer's or third party's negligence, fault or other legal liability. Customer will have no obligation to defend, indemnify or hold harmless Company if the accident or incident arises out of the sole negligence or willful misconduct of Company. Company, its officers, directors, employees and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's sole and exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be to recover from Company direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

9. No Prorating Agreed upon rates are the complete billing periods and are not to be prorated.

10. Termination Company may terminate this agreement and remove the Equipment immediately in the event (i) Customer fails to pay any amount when due to Company, (ii) Customer otherwise breaches or rejects any of these Terms and Conditions, (iii) there is any loss of or damage to the Equipment, (iv) any lien is placed, or is proposed to be placed, on any of the Equipment, or (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer. Company shall not be responsible for loss of any personal property on the Site, which may be caused by removal of any of Company's Equipment pursuant to this paragraph.

11. Governance This agreement shall be governed by and construed in accordance with the laws of the state, shown on the invoice, in which the Company's place of business is located, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than such state. Each of the parties submits to the jurisdiction of any state or federal court sitting in such state, in any action or proceeding arising out of or relating to this agreement. All claims in respect of the action or proceeding may be heard and determined in any such court. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a bar to or a waiver of any such right on any future occasion. All modifications to these Terms and Conditions shall be in writing.

12. Taxes & Fees Customer shall pay any and all taxes, license fees or permit fees arising out of use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental authority for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

13. Additional Terms Additional Terms and Conditions apply to rental and service of Storage Containers ("Sheds") and Temporary Power equipment. These Terms & Conditions are shown on the back of your contract for these items.

14. Errors & Omissions Company reserves the right to correct any erroneous information that may appear in the invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.

15. Conditional Payments Any payment check, or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to United Site Services Inc., 50 Washington Street, Suite 1000, Westborough, MA 01581. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute, or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make shall be sent to the address on the invoice.



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- 6.2. Upon the occurrence of any Event of Default, the [Town] may take any one, or more, or all, of the following actions:
 - 6.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 6.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the [Town] determines that Contractor has cured the Event of Default shall never be paid to the Contractor;
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 - 6.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

United Site Services Northeast, Inc.

Town of Truro

Jennifer Lindsey
Contracts Administrator, United Site Services

Paul Wisotzky
Chair, Board of Selectmen



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Noelle Scoullar, Executive Assistant, on Behalf of the Truro Historical Society and Truro Center for the Arts at Castle Hill

REQUESTED MEETING DATE: April 19, 2016

ITEM: Applications for One Day Pouring Licenses (Truro Historical Society and the Truro Center for the Arts at Castle Hill) and One Day Entertainment Licenses (Truro Center for the Arts at Castle Hill)

EXPLANATION: The Truro Historical Society, Inc. will be holding a fundraiser at the Cobb Library (13 Truro Center Road) on May 6, 2016 from 5-8pm. They have applied for a wine & beer One Day Pouring License. The person serving the alcohol (Jim Summers, Director) has been TIPS Certified (certificate attached), and the Society has produced a certificate of liability insurance as proof of liquor liability (certificate attached).

Truro Center for the Arts at Castle Hill will be holding the following dates and times for Entertainment-
May 20th , 10 Meeting House Rd, 6:30-9pm
June 18th , Edgewood Farm , 12-4pm
July 23rd , 10 Meetinghouse Rd, 6-9pm
August 26th , Edgewood Farm, 5-7pm

One Day Alcohol on the following dates:
July 3rd , Edgewood Farm, 4-7pm (All Alcohol)
July 18th , Pamet Harbor Yacht Club, 6:30-10pm (All Alcohol)
July 23rd , 10 Meeting House Rd, 6-9pm (All Alcohol)
August 6th , 10 Meeting House Rd, 5-9pm (All Alcohol)
August 27th , Edgewood Farm, 5-10pm (All Alcohol)

All Applications are approved by the Chief of Police. TIPS certification and Liquor Liability were submitted. All buildings will have Certificate of Inspections and the Temporary Sign Permit application will be submitted with the Planning Board before issuance of the alcohol licenses.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Truro Historical Society and Truro Center for the Arts at Castle Hill will not be able to have Once Day Alcohol and Entertainment for their Fund raisers.

SUGGESTED ACTION:

MOTION TO approve, and authorize the Chair to sign, the One Day Pouring License application for the Truro Historical Society's fundraiser, being held on May 6, 2016 and approve the One Day Pouring License.

MOTION TO approve, and authorize the Chair to sign One Day Pouring and Entertainment applications for Truro Center for the Arts at Castle Hill , May 20th, June 18th , July 23rd , August 26th , July 3rd , July 23rd , August 6th , and August 27th and approve the licenses.

MOTION TO approve, and authorize the Vice-Chair to sign the One Day Alcohol license for Truro Center for the Arts at Castle Hill, July 18th at the Pamet Harbor Yacht Club, and approve the One Day Pouring license.

ATTACHMENTS:

1. Application for a One Day Pouring License-Truro Historical Society
2. Certificate of Completion of eTIPS by Jim Summers
3. Certificate of Liability Insurance
4. Castle Hill request for Entertainment and Alcohol Licenses (with dates)
5. Application for One Day Pouring Licenses-Truro Center for the Arts at Castle Hill
6. Application for One Day Entertainment Applications - Truro Center for the Arts at Castle Hill



TOWN OF TRURO
 P.O. Box 2030, Truro, MA 02666
Licensing Department

PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505
 Email: ntudor@truro-ma.gov or nscoullar@truro-ma.gov



Application for a One Day Pouring License
 MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

BUSINESS/ORGANIZATION INFORMATION

Truro Historical Society, Inc

Name of Applicant Business/Organization Name

P.O. Box 486, Truro MA 02666

Mailing Address of Business/Organization

Non-profit or For-profit Entity Yes No
 If yes, proof of Non-Profit Status **must** accompany this application

Contact Person Phone Number Email
 Jim Summers [REDACTED]

INDIVIDUAL APPLICANT INFORMATION

Individual's Name Mailing Address

Phone Number Email Address

EVENT INFORMATION

May 6, 2016 Fundraising

Date of Event for License to be issued Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 5PM - 8PM

13 Truro Center Road, Truro MA 02666 (Cobb Archive)

Event Location (Must provide facility name, if any, street number and name)

Town of Truro

Property Owner Name and Address Phone number

NA 20-30

Name of Caterer (if applicable) Approximate number of people attending

Is the event open to the general public Yes No

Will there be Entertainment ___ Yes X No If Yes, Type of Entertainment _____
 Will there be Police Detail ___ Yes X No

Purchase & Service

License is for the Sale of:

- All Alcohol Beverages (\$50.00) Wines & Malt beverages Only (\$25.00)
 Wines Only (\$25.00) Malt Beverages Only (\$25.00)

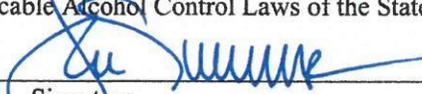
What is the source of the alcohol for the event (where is it being purchased?) approved sites

Who will be serving the Alcohol? JIm Summers, Director of THS who has a TIPs Certificate

TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION
Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.


 Signature

March 23 2016
 Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the town to the ABCC in Boston.
- Liquor Liability Insurance Certificate may be required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takakjian Date 4/8/16

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: _____

[Main Menu](#)

Do not click Back-Space to leave this window

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 2.0
For coursework completed on May 13, 2015
provided by Health Communications, Inc.
is hereby granted to:

Jim Summers

Certification to be sent to:

**Truro Historical Society
6 Highland House Rd
Truro MA, 02652 USA**



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



CERTIFICATE OF LIABILITY INSURANCE

TRURO-7

OP ID: PH

DATE (MM/DD/YYYY)

03/29/2016

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

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

PRODUCER Kaplansky - Truro 154 Shore Road PO Box 267 North Truro, MA 02652 Peggy T Herlihy	RECEIVED SELECTMENS OFFICE MAR 30 2016 TOWN OF TRURO MASSACHUSETTS	CONTACT NAME: Peggy T Herlihy	FAX (A/C, No): 508-487-2040
		PHONE (A/C, No, Ext): 508-487-6060	E-MAIL ADDRESS:
INSURED Truro Historical Society, Inc Barbara Wohlgenuth PO Box 486 Truro, MA 02666	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hospitality Mutual		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Hospitality Mutual				07/01/2015	07/01/2016	

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

CERTIFICATE HOLDER**CANCELLATION**

TRUROMA Town of Truro Licensing Clerk P.O. Box 2030 Truro, MA 02666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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FOR THE ARTS

April 5, 2016

Town of Truro
Licensing Department
P.O. Box 2030
Truro, MA 02666

To whom it may concern,

Please find applications for the following licenses being requested by the Truro Center for the Arts at Castle Hill:

Applications for an Entertainment License

May 20, 2016
June 18, 2016
July 23, 2016
August 26, 2016

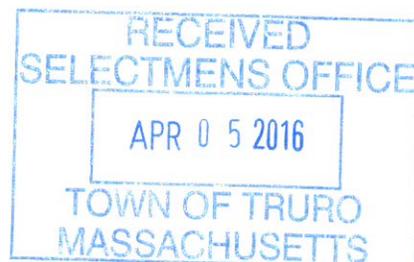
Application for a One Day Pouring License

July 18, 2016
July 3, 2016
July 23, 2016
August 6, 2016
August 27, 2016

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Cherie Mittenthal".

Cherie Mittenthal
Executive Director
Truro Center for the Arts at Castle Hill
P.O. Box 756
Truro, MA 02666
(508) 349-7511
Cherie@castlehill.org





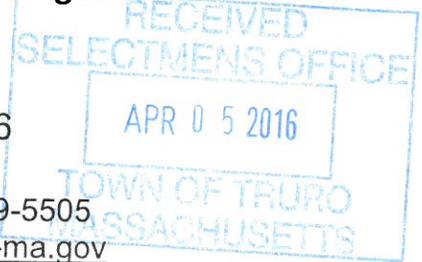
TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505

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



Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

BUSINESS/ORGANIZATION INFORMATION

Cherie Mitterthal Name of Applicant Truro Center for the Arts at Castle Hill Business/Organization Name

P.O. Box 756, Truro, MA 02666 Mailing Address of Business/Organization

Non-profit or For-profit Entity Yes No
If yes, proof of Non-Profit Status **must** accompany this application

Annie Mullins Contact Person 508-349-7511 Phone Number ~~annie~~ @castlehill.org Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

July 3, 2016 Date of Event for License to be issued fundraiser / community event / Garden Party Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 4pm - 7pm

Edgewood Farm, 3 Edgewood Way, Truro Event Location (Must provide facility name, if any, street number and name)

Truro Center for the Arts at Castle Hill Property Owner Name and Address 508-349-7511 Phone number

_____75 Name of Caterer (if applicable) Approximate number of people attending

Is the event open to the general public Yes No

Will there be Entertainment Yes No If Yes, Type of Entertainment _____

Will there be Police Detail Yes No

Purchase & Service

License is for the Sale of:

All Alcohol Beverages (\$50.00)

Wines & Malt beverages Only (\$25.00)

Wines Only (\$25.00)

Malt Beverages Only (\$25.00)

What is the source of the alcohol for the event (where is it being purchased?) Luke's Liquor, Hyannis, MA

Who will be serving the Alcohol? Brian Taylor and Mike Moran

*TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION
Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.*

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

[Signature]
Signature

3/1/16
Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the town to the ABCC in Boston.
- Liquor Liability Insurance Certificate may be required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takaljian Date 4/8/16

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: Police Detail Needed

Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

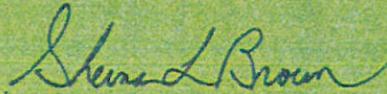
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Senior Vice President, National Restaurant Association Solutions



ID # 11819044
CARD # 12634499

ServSafe Alcohol® CERTIFICATE

MICHAEL MOEN

NAME

8/7/2015

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



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Sherman Brown
Senior Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

NOTE: You can access your score and certification information anytime at ServSafe.com with the class number provided on this form.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

In Alaska you must laminate your card for it to be valid.



175 West Jackson Boulevard,
Suite 1500
Chicago, IL 60604-2814
T. 800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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Certificate of Completion

This is to certify that

Brian Taylor

has completed

Learn2Serve On-Premises Alcohol Seller/Server

Completion Date 12/05/2013

Course Duration 3.00

Alyce Seepersud



360training.com™





COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
 PO BOX 7010
 BOSTON, MA 02204



002779

TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756

403C

Notice Date: 01/23/15
 Taxpayer ID Number: [REDACTED]

Dear Taxpayer,

Below please find your Certificate of Exemption (Form ST-2). Please cut along the dotted line and display at your place of business.

Sincerely,

Massachusetts Dept. of Revenue



**Form ST-2
 Certificate of Exemption**

**Massachusetts
 Department of
 Revenue**

Certification is hereby made that the organization herein is an exempt purchaser under General Laws, Chapter 64H, section 6(d) or (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certification of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

**TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756**

EXEMPTION NUMBER



ISSUE DATE

01/02/15

CERTIFICATE EXPIRES ON

01/02/25

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE

Address any reply to:

Bos. EO-73-683

Department of the Treasury

District Director
Internal Revenue Service

Date:

MAY 30 1973

In reply refer to:

AU:EO:RH



Truro Center For the Arts at Castle Hill,
Inc.
Castle Road
Truro, Mass. 02666

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(1) and 170(b)(1)(A)(ii).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

WILLIAM E. WILLIAMS
District Director

cc: Attorney



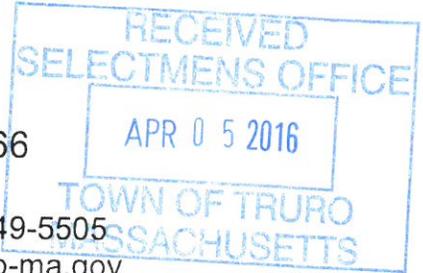
TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505

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



Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

BUSINESS/ORGANIZATION INFORMATION

Cherie Mittenhall Name of Applicant Truro Center for the Arts at Castle Hill Business/Organization Name

PO Box 756, Truro, MA 02666 Mailing Address of Business/Organization

Non-profit or For-profit Entity Yes No
If yes, proof of Non-Profit Status **must** accompany this application

Anne Mullers Contact Person 508-349-7511 Phone Number anne@castlehill.org Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

July 18, 2016 Date of Event for License to be issued fundraiser / community event Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 6:30 - 10:00 pm

Pamet Yacht Club 7 Yacht Club Rd, Truro, MA 02666 Event Location (Must provide facility name, if any, street number and name)

Mark Wisotzky P.O. Box 555, Truro, MA 02666 Property Owner Name and Address 508-349-3778 Phone number

Cosmos Catering Name of Caterer (if applicable) 50 Approximate number of people attending

Is the event open to the general public Yes No (Ticketed)

Will there be Entertainment ___ Yes ___ No If Yes, Type of Entertainment _____

Will there be Police Detail ___ Yes No

Purchase & Service

License is for the Sale of:

All Alcohol Beverages (\$50.00)

Wines & Malt beverages Only (\$25.00)

Wines Only (\$25.00)

Malt Beverages Only (\$25.00)

What is the source of the alcohol for the event (where is it being purchased?) Euler's Liquor

Who will be serving the Alcohol? Cosmas Catron

*TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION
Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.*

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

[Signature]
Signature

3/1/16
Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the town to the ABCC in Boston.
- Liquor Liability Insurance Certificate may be required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takaljian Date 4/8/16

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: Police Detail Needed

Address any reply to: Bos.-EO-73-683

Department of the Treasury

District Director
Internal Revenue Service

Date:

MAY 30 1973

In reply refer to:

AU:EO:RM



▷ Truro Center For the Arts at Castle Hill,
Inc.
Castle Road
Truro, Mass. 02666

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

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If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

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Please keep this determination letter in your permanent records.

Sincerely yours,

WILLIAM E. WILLIAMS
District Director

cc: Attorney



COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
 PO BOX 7010
 BOSTON, MA 02204



403C



TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756

Notice Date: 01/23/15

Taxpayer ID Number: [REDACTED]

Dear Taxpayer,

Below please find your Certificate of Exemption (Form ST-2). Please cut along the dotted line and display at your place of business.

Sincerely,

Massachusetts Dept. of Revenue



**Form ST-2
 Certificate of Exemption**

**Massachusetts
 Department of
 Revenue**

Certification is hereby made that the organization herein is an exempt purchaser under General Laws, Chapter 64H, section 6(d) or (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

**TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756**

EXEMPTION NUMBER

[REDACTED]
 ISSUE DATE

01/02/15
 CERTIFICATE EXPIRES ON
 01/02/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2016

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

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

PRODUCER HART INSURANCE AGENCY, INC. 243 MAIN STREET PO BOX 700 BUZZARDS BAY, MA 025320700	CONTACT NAME: Laura J. Murphy	FAX (A/C, No): 508-759-7366	
	PHONE (A/C, No, Ext): 508-759-7326 X207	E-MAIL ADDRESS: lmurphy@hartinsuranceagency.com	
INSURED Truro Center for the Arts at Castle Hills, Inc. PO Box 756 Truro, MA 02666	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ACA ASSURANCE		56529
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						PER STATUTE OTH-ER E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$
A					12/13/2015	12/13/2016	\$250,000 Occurrence/\$500,000 Aggregate

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

Event Date: July 18, 2016 6:30 - 10:00pm
Location: Pamet Yacht Club, 7 Yacht Club Road, Truro, Ma. 02666

CERTIFICATE HOLDER

CANCELLATION

TOWN OF TRURO PO BOX 2030 TRURO, MA 02666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505

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

Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

BUSINESS/ORGANIZATION INFORMATION

Chere Mitterthal Name of Applicant Truro Center for the Arts at Castle Hill Business/Organization Name

PO Box 756, Truro MA 02666 Mailing Address of Business/Organization

Non-profit or For-profit Entity Yes No
If yes, proof of Non-Profit Status **must** accompany this application

Annie Mullins Contact Person 508-349-7511 Phone Number ~~annie~~ annie@castlehill.org Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

July 23, 2016 Date of Event for License to be issued fundraiser/community event Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 6 - 9pm

Castle Hill 10 Meetinghouse Rd, Truro Event Location (Must provide facility name, if any, street number and name)

Truro Center for the Arts at Castle Hill Property Owner Name and Address 508-349-5146 Phone number

75
Name of Caterer (if applicable) Approximate number of people attending

Is the event open to the general public Yes No

Will there be Entertainment Yes No If Yes, Type of Entertainment _____

Will there be Police Detail Yes No

Purchase & Service

License is for the Sale of:

- All Alcohol Beverages (\$50.00)
- Wines Only (\$25.00)
- Wines & Malt beverages Only (\$25.00)
- Malt Beverages Only (\$25.00)

What is the source of the alcohol for the event (where is it being purchased?) Luke's Liquor, Hyannis MA

Who will be serving the Alcohol? Drian Taylor and Mike Moen
TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION

Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

[Signature]
Signature

3/1/16
Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the town to the ABCC in Boston.
- Liquor Liability Insurance Certificate may be required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takaljian Date 4/8/16

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: P.D. Detail

Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Senior Vice President, National Restaurant Association Solutions



ID # 11919044
CARD # 12914499

ServSafe Alcohol® CERTIFICATE

MICHAEL MOEN

NAME

8/7/2015

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



NOTE: You can access your score and certification information anytime at ServSafe.com with the class number provided on this form.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

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Sherman Brown
Senior Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

NATIONAL
RESTAURANT
ASSOCIATION

175 West Jackson Boulevard,
Suite 1500
Chicago, IL 60604-2814
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

©2015 National Restaurant Association Educational Foundation (NRAE). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAE National Restaurant Association® and the card design are trademarks of the National Restaurant Association. 14102901 v.14102



Certificate of Completion

This is to certify that

Brian Taylor

has completed

Learn2Serve On-Premises Alcohol Seller/Server

Completion Date 12/05/2013

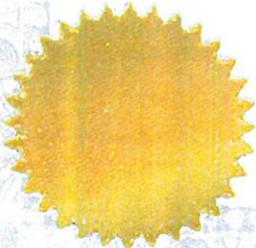
Course Duration 3.00

Aya Seepersid



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COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
 PO BOX 7010
 BOSTON, MA 02204



403C
 TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756

Notice Date: 01/23/15
 Taxpayer ID Number: [REDACTED]

Dear Taxpayer,

Below please find your Certificate of Exemption (Form ST-2). Please cut along the dotted line and display at your place of business.

Sincerely,
 Massachusetts Dept. of Revenue



**Form ST-2
 Certificate of Exemption**

**Massachusetts
 Department of
 Revenue**

Certification is hereby made that the organization herein is an exempt purchaser under General Laws, Chapter 64H, section 6(d) or (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certification of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

**TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756**

EXEMPTION NUMBER
 [REDACTED]
 ISSUE DATE
 01/02/15
 CERTIFICATE EXPIRES ON
 01/02/25

Address any reply to:

Bos.-EO-73-683

Department of the Treasury

District Director
Internal Revenue Service

Date:

MAY 30 1973

In reply refer to:

AU:EO:RM



Truro Center For the Arts at Castle Hill,
Inc.
Castle Road
Truro, Mass. 02666

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(1) and 170(b)(1)(A)(ii).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

WILLIAM E. WILLIAMS
District Director



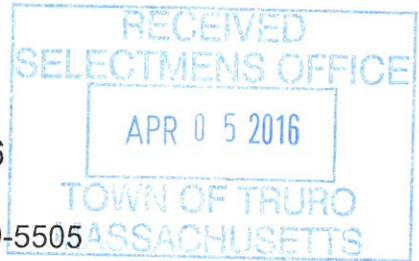
TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505

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



Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

BUSINESS/ORGANIZATION INFORMATION

Cherie Mithenthal Name of Applicant Truro Center for the Arts at Castle Hill Business/Organization Name

PO Box ~~756~~ 756 Truro, MA 02666 Mailing Address of Business/Organization

Non-profit or For-profit Entity Yes No
If yes, proof of Non-Profit Status **must** accompany this application

Annie Mullins Contact Person 508-349-7511 Phone Number annie@castlehill.org Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

August 6, 2016 Date of Event for License to be issued fundraiser/Community event / Auction Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 5-9pm

Truro Center for the Arts at Castle Hill 10 Meetinghouse Rd Truro Event Location (Must provide facility name, if any, street number and name)

" Property Owner Name and Address 508-349-5746 Phone number

_____ Name of Caterer (if applicable) 100 Approximate number of people attending

Is the event open to the general public Yes No

Will there be Entertainment Yes No If Yes, Type of Entertainment Chandler Travis and the Philharmonic
Will there be Police Detail Yes No

Purchase & Service

License is for the Sale of:

- All Alcohol Beverages (\$50.00) Wines & Malt beverages Only (\$25.00)
 Wines Only (\$25.00) Malt Beverages Only (\$25.00)

What is the source of the alcohol for the event (where is it being purchased?) Lulu's Liquor

Who will be serving the Alcohol? Brian Taylor and Mike Moen

*TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION
Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.*

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

Signature

Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the town to the ABCC in Boston.
- Liquor Liability Insurance Certificate may be required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
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Office Use Only

APPROVAL

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takaljian Date 4/8/16

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: Police Detail Needed

Congratulations!

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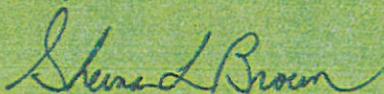
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To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Senior Vice President, National Restaurant Association Solutions



ID # 11919044
CARD # 12574479

ServSafe Alcohol® CERTIFICATE

MICHAEL MOEN

NAME

8/7/2015

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



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Sherman Brown
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Learn2Serve On-Premises Alcohol Seller/Server

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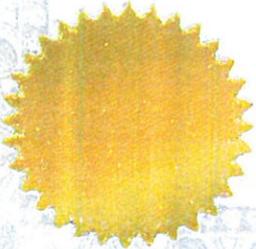
Course Duration 3.00

Aya Scarpis



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COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
 PO BOX 7010
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**TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756**

EXEMPTION NUMBER

ISSUE DATE

01/02/15

CERTIFICATE EXPIRES ON

01/02/25

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE

Address any reply to:

Bos. EO-73-683

Department of the Treasury

District Director
Internal Revenue Service

Date:

MAY 30 1973

In reply refer to:

AU:EO:RH



Truro Center For the Arts at Castle Hill,
Inc.
Castle Road
Truro, Mass. 02666

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

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Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

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You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

WILLIAM E. WILLIAMS
District Director

cc: Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2016

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

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

PRODUCER HART INSURANCE AGENCY, INC. 243 MAIN STREET PO BOX 700 BUZZARDS BAY, MA 025320700	CONTACT NAME: Laura J. Murphy
	PHONE (A/C, No, Ext): 508-759-7326 X207 FAX (A/C, No): 508-759-7366
	E-MAIL ADDRESS: lmurphy@hartinsuranceagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : ACA ASSURANCE NAIC # 56529
INSURED Truro Center for the Arts at Castle Hills, Inc. PO Box 756 Truro, MA 02666	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A					12/13/2015	12/13/2016	\$250,000 Occurrence/\$500,000 Aggregate

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

Event Date: August 6, 2016 5:00 - 9:00pm
Location: Truro Center for the Arts, 10 Meetinghouse Road, Truro, Ma.02666

CERTIFICATE HOLDER TOWN OF TRURO PO BOX 2030 TRURO, MA 02666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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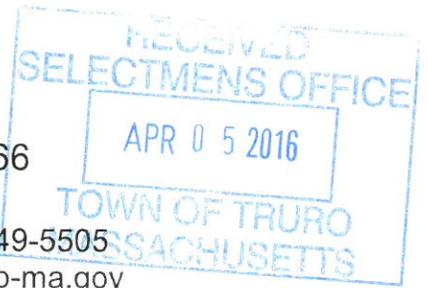
TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505

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



Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

BUSINESS/ORGANIZATION INFORMATION

Cherie Mittenhal Name of Applicant Truro Center for the Arts at Castle Hill Business/Organization Name

PO Box 756 Truro, MA 02666 Mailing Address of Business/Organization

Non-profit or For-profit Entity Yes No
If yes, proof of Non-Profit Status **must** accompany this application

Annie Mullins Contact Person 508-349-7511 Phone Number annie@castlehill.org Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

August 27, 2016 Date of Event for License to be issued fundraiser / community event Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 5-10pm

Edgewood Farm, 3 Edgewood Way, Truro MA Event Location (Must provide facility name, if any, street number and name)

Truro Center for the Arts at Castle Hill Property Owner Name and Address 508-349-7511 Phone number

Cosmos Catering Name of Caterer (if applicable) 200 Approximate number of people attending

Is the event open to the general public Yes No

Will there be Entertainment Yes No If Yes, Type of Entertainment _____

Will there be Police Detail Yes No

Purchase & Service

License is for the Sale of:

All Alcohol Beverages (\$50.00)

Wines & Malt beverages Only (\$25.00)

Wines Only (\$25.00)

Malt Beverages Only (\$25.00)

What is the source of the alcohol for the event (where is it being purchased?) Luki's Liquor, Hyannis, MA

Who will be serving the Alcohol? Caterer / Cosmos

*TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION
Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.*

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

[Signature]
Signature

3/1/16
Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the town to the ABCC in Boston.
- Liquor Liability Insurance Certificate may be required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takaljian Date 4/8/16

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: Police Detail Needed

Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

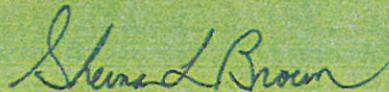
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We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Senior Vice President, National Restaurant Association Solutions



ID # 11515044
CARD # 12834459

ServSafe Alcohol® CERTIFICATE



MICHAEL MOEN

NAME

8/7/2015

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Senior Vice President, National Restaurant Association Solutions

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175 West Jackson Boulevard,
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Certificate of Completion

This is to certify that

Brian Taylor

has completed

Learn2Serve On-Premises Alcohol Seller/Server

Completion Date 12/05/2013

Course Duration 3.00

Aya Seepersid



360training.com™





COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
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TRURO CENTER FOR THE ARTS AT
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403C

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 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756**

EXEMPTION NUMBER

[REDACTED]
 ISSUE DATE

01/02/15

CERTIFICATE EXPIRES ON

01/02/25

Address any reply to:

Bos.-EO-73-683

Department of the Treasury

District Director
Internal Revenue Service

Date:

MAY 30 1973

In reply refer to:

AU:EO:RH



Truro Center For the Arts at Castle Hill,
Inc.
Castle Road
Truro, Mass. 02666

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(1) and 170(b)(1)(A)(ii).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

WILLIAM E. WILLIAMS
District Director

cc: Attorney



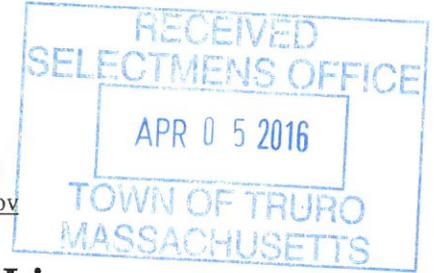
TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505

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



Application for an Entertainment License

Weekday Saturday Sunday

The undersigned hereby applies for a license in accordance with the provisions of Mass. General Laws, c.140 §181

BUSINESS/ORGANIZATION INFORMATION

Name of Applicant: Charlie Mittenhall Business/Organization Name: Truro Center for the Arts at Castle Hill

Mailing Address of Business/Organization: P.O. Box 756 Truro MA 02666

Is this a Non-profit or For-profit Entity (Check the appropriate box) Yes No
If yes, proof of 501c3 **must** accompany this application

Contact Person: Annie Mullins Phone Number: 508-349-7511 Email: annie@castlehill.org

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

Day (s)/Date (s) of Event for License to be issued: May 20, 2016 Purpose of Event (example: fundraiser): Community event - Bread & Puppet

Hours of Event (from - to): 6:30 - 9

Location (Must provide facility name, if any, street number and name): Truro Center for the Arts at Castle Hill
10 Meetinghouse Rd., Truro, MA 02666 Event is: Indoor Outdoor Event
(Please check applicable box)

Property Owner Name and Address: Truro Center for the Arts Phone number: 508-349-7511

Seating Capacity: 75 Occupancy Number: 50-75

Name of Caterer (if applicable) _____ Approximate number of people attending: 50

If the event is catered please return Caterer Food Service Form to Health Agent at Fax # 508.349.5508

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

If yes; you **must** also apply for a One Day Alcohol License

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

Other: Video Games Pool/Billiard Tables (Please indicate quantity) _____

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable regulations of the Town of Truro.

[Handwritten Signature]

4/1/16
Date

- A valid entertainment license must be on the premises before the entertainment is commenced.
- No entertainment shall be offered, conducted, or otherwise provided by any establishment licensed under MGL Chapter 140 without first obtaining an entertainment license from the Board of Selectmen.
- Sunday entertainment must be specifically requested and addressed in the permitting process.
- These regulations are intended to allow the Board of Selectmen to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

License No _____

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takalijian Date 4/8/16

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: Police Detail Needed



COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
 PO BOX 7010
 BOSTON, MA 02204



TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756

403C

Notice Date: 01/23/15

Taxpayer ID Number: [REDACTED]

Dear Taxpayer,

Below please find your Certificate of Exemption (Form ST-2). Please cut along the dotted line and display at your place of business.

Sincerely,

Massachusetts Dept. of Revenue



**Form ST-2
 Certificate of Exemption**

**Massachusetts
 Department of
 Revenue**

Certification is hereby made that the organization herein is an exempt purchaser under General Laws, Chapter 64H, section 6(d) or (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certification of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

**TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756**

EXEMPTION NUMBER

ISSUE DATE

01/02/15

CERTIFICATE EXPIRES ON

01/02/25

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE

Address any reply to: Box. -EO-73-683

Department of the Treasury

District Director
Internal Revenue Service

Date:

MAY 30 1973

In reply refer to:

AU:EO:RH



> Truro Center For the Arts at Castle Hill,
Inc.
Castle Road
Truro, Mass. 02666

Gentlemen:

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You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

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If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

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You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

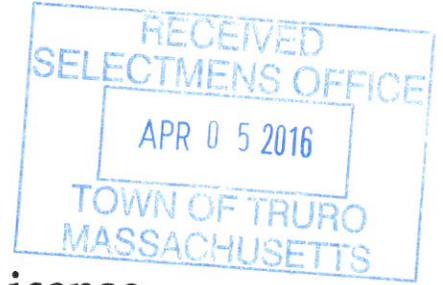
Sincerely yours,

WILLIAM E. WILLIAMS
District Director

cc: Attorney



TOWN OF TRURO
Licensing Department
 PO Box 2030, Truro, MA 02666
 PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505
 Email: ntudor@truro-ma.gov or nscoullar@truro-ma.gov



Application for an Entertainment License

Weekday Saturday Sunday

The undersigned hereby applies for a license in accordance with the provisions of Mass. General Laws, c.140 §181

BUSINESS/ORGANIZATION INFORMATION

Chene Mitchell Name of Applicant Truro Center for the Arts at Castle Hill Business/Organization Name

P.O. Box 756 Truro MA 02666 Mailing Address of Business/Organization

Is this a Non-profit or For-profit Entity (Check the appropriate box) Yes No
 If yes, proof of 501c3 **must** accompany this application

Annie Mullins Contact Person 508-349-7514 Phone Number annie@castlehill.org Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

June 18, 2016 Day (s)/Date (s) of Event for License to be issued Steamroller Print Extravaganza Purpose of Event (example: fundraiser) fundraise/Community event

Hours of Event (from - to) 12-4 pm

Edgewood Farm 3 Edgewood Way, Truro, MA 02666 Location (Must provide facility name, if any, street number and name) Event is: Indoor Outdoor Event (Please check applicable box)

Truro Center for the Arts at Castle Hill Property Owner Name and Address 508-349-5146 Phone number

Seating Capacity: _____ Occupancy Number: _____

Approximate number of people attending 75
 Name of Caterer (if applicable) _____

If the event is catered please return Caterer Food Service Form to Health Agent at Fax # 508.349.5508

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

If yes; you must also apply for a One Day Alcohol License

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

Amplified System: Yes No

Shows*: Theater Movies Floor Show Light Show
 No Show

*This event is open to the public, and public participation is welcomed to steam roll.

Other: Video Games Pool/Billiard Tables (Please indicate quantity) _____

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable regulations of the Town of Truro.

[Handwritten Signature]
Signature

4/1/16
Date

- A valid entertainment license must be on the premises before the entertainment is commenced.
- No entertainment shall be offered, conducted, or otherwise provided by any establishment licensed under MGL Chapter 140 without first obtaining an entertainment license from the Board of Selectmen.
- Sunday entertainment must be specifically requested and addressed in the permitting process.
- These regulations are intended to allow the Board of Selectmen to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

License No _____

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Tatakjian Date 4/8/16

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: (Police Detail needed)



COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
 PO BOX 7010
 BOSTON, MA 02204



TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756

403C

Notice Date: 01/23/15

Taxpayer ID Number: [REDACTED]

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**Form ST-2
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**Massachusetts
 Department of
 Revenue**

Certification is hereby made that the organization herein is an exempt purchaser under General Laws, Chapter 64H, section 6(d) or (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certification of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

**TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756**

EXEMPTION NUMBER

ISSUE DATE

01/02/15

CERTIFICATE EXPIRES ON

01/02/25

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE

Address any reply to:

Bos.-EO-73-683

Department of the Treasury

District Director
Internal Revenue Service

Date:

MAY 30 1973

In reply refer to:

AU:EO:RH



> Truro Center For the Arts at Castle Hill,
Inc.
Castle Road
Truro, Mass. 02666

Gentlemen:

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We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(1) and 170(b)(1)(A)(ii).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

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Please keep this determination letter in your permanent records.

Sincerely yours,

WILLIAM E. WILLIAMS
District Director

cc: Attorney



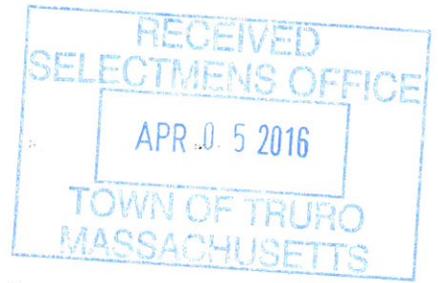
TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505

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



Application for an Entertainment License

Weekday Saturday Sunday

The undersigned hereby applies for a license in accordance with the provisions of Mass. General Laws, c.140 §181

BUSINESS/ORGANIZATION INFORMATION

Cherie Miffenthal Name of Applicant Truro Center for the Arts at Castle Hill Business/Organization Name

PO Box 156 Truro, MA 02666 Mailing Address of Business/Organization

Is this a Non-profit or For-profit Entity (Check the appropriate box) Yes No
If yes, proof of 501c3 **must** accompany this application

Annie Mullins Contact Person 508-349-7511 Phone Number annie@castlehill.org Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

July 23, 2016 Day (s)/Date (s) of Event for License to be issued fundraiser / community event Purpose of Event (example: fundraiser)

Hours of Event (from - to) 6 - 9 pm

Truro Center for the Arts at Castle Hill 10 Meetinghouse Rd Location (Must provide facility name, if any, street number and name) Event is: Indoor Outdoor Event (Please check applicable box)

Truro Center for the Arts at Castle Hill Property Owner Name and Address 508-349-7511 Phone number

Seating Capacity: _____ Occupancy Number: _____

Name of Caterer (if applicable) Approximate number of people attending 75

If the event is catered please return Caterer Food Service Form to Health Agent at Fax # 508.349.5508

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

If yes; you must also apply for a One Day Alcohol License

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

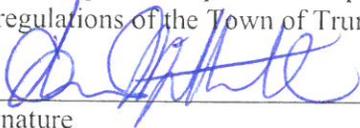
Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

Other: Video Games Pool/Billiard Tables (Please indicate quantity) _____

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable regulations of the Town of Truro.



Signature

3/1/16
Date

- A valid entertainment license must be on the premises before the entertainment is commenced.
- No entertainment shall be offered, conducted, or otherwise provided by any establishment licensed under MGL Chapter 140 without first obtaining an entertainment license from the Board of Selectmen.
- Sunday entertainment must be specifically requested and addressed in the permitting process.
- These regulations are intended to allow the Board of Selectmen to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

License No _____

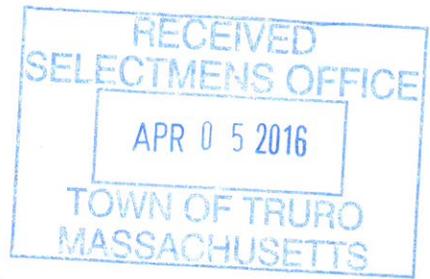
Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takakjian Date 4/8/16

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: Police Detail Needed



TOWN OF TRURO
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Application for an Entertainment License

Weekday Saturday Sunday

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BUSINESS/ORGANIZATION INFORMATION

Cherie Mittenhal Name of Applicant Truro Center for the Arts at Castle Hill Business/Organization Name

P.O. Box 756, Truro, MA 02666 Mailing Address of Business/Organization

Is this a Non-profit or For-profit Entity (Check the appropriate box) Yes No
 If yes, proof of 501c3 **must** accompany this application

Annie Mullins Contact Person 508-349-7511 Phone Number annie@castlehill.org Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

August 26, 2016 Day (s)/Date (s) of Event for License to be issued fundraiser / community event / Bread & Puppet Workshop performance Purpose of Event (example: fundraiser)

Hours of Event (from - to) 5-7pm

Edgewood Farm, 3 Edgewood Way, Truro, MA 02666 Location (Must provide facility name, if any, street number and name) Event is: Indoor Outdoor Event (Please check applicable box)

Truro Center for the Arts at Castle Hill Property Owner Name and Address 508-349-7511 Phone number

Seating Capacity: 100+ Occupancy Number: _____

 Name of Caterer (if applicable) Approximate number of people attending 60+

If the event is catered please return Caterer Food Service Form to Health Agent at Fax # 508.349.5508

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

If yes; you **must** also apply for a One Day Alcohol License

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

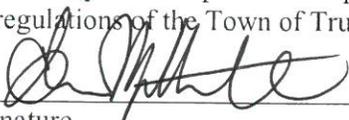
Amplified System: Yes No

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Signature

4/1/16
Date

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Office Use Only

APPROVAL

License No _____

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takakjian Date 4/8/16

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COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
 PO BOX 7010
 BOSTON, MA 02204



403C



TRURO CENTER FOR THE ARTS AT
 CASTLE HILL INC
 PO BOX 756
 TRURO MA 02666-0756

Notice Date: 01/23/15

Taxpayer ID Number: [REDACTED]

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Please keep this determination letter in your permanent records.

Sincerely yours,

WILLIAM E. WILLIAMS
District Director

cc: Attorney



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Leedara Zola, Habitat for Humanity of Cape Cod

REQUESTED MEETING DATE: April 19, 2016

ITEM: Regulatory Agreement for Habitat's 143 Route 6 project.

EXPLANATION: Habitat for Humanity of Cape Cod has produced a draft Department of Housing and Community Development (DHCD) Regulatory Agreement for their upcoming 143 Route 6 project. They request that the Board of Selectmen vote to approve the draft and authorize the Chair to sign the final agreement with the provision that the final agreement has no substantive changes.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The project at 143 Route 6 could be delayed pending review and approval of the final Regulatory Agreement.

SUGGESTED ACTION: *MOTION TO approve the draft DHCD Regulatory Agreement for the 143 Route 6 project, and authorize the Chair to sign the final agreement so long as there are no substantive changes.*

ATTACHMENTS:

1. Draft DHCD Regulatory Agreement
2. Local Initiative Program Affordable Housing Deed Rider

LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ___ day of _____ 20__ by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the ~~City/Town of~~ _____ Truro ("the Municipality"), and Habitat for Humanity of Cape Cod, Inc., a Massachusetts corporation/~~limited partnership/limited liability company~~, having an address at 411 Main Street, Route 6a, Suite 6, Yarmouthport, MA 02675, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as _____ 143 Route 6 Community Housing at a _____ 58,345 square foot site on _____ 143 Route 6 in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 3 (three) ~~condominium units/dde~~ detached dwellings (the "Units") and 3 (three) of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, ~~[For comprehensive permit projects add:—~~ upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, DHCD made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit is recorded/~~filed~~ at the _____ Barnstable Registry of Deeds/~~Registry District of the Land Court~~ (the "Registry") in Book _____, Page _____/~~as Document No. _____~~ (the "Comprehensive Permit") ~~[For Local Action Units add: the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are~~

~~Local Action Units (as that term is defined in the Comprehensive Permit Guidelines (the “Guidelines”)) published by DHCD with the LIP Program; and~~

WHEREAS, in partial consideration of the execution of this Agreement, ~~{for comprehensive permit projects add:}~~ DHCD is issuing its final approval of the Project within the LIP Program pursuant to Section 19 of this Agreement, and has given and will give technical and other assistance to the Project] ~~{for Local Action Units add: DHCD has given and will give technical and other assistance to the Project};~~

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality and DHCD (the “Plans and Specifications”) ~~{for comprehensive permit projects add:}~~ and in accordance with all terms and conditions of the Comprehensive Permit]. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved “Alternative Development Plan” as set forth in the *Comprehensive Permit Guidelines* (the “Guidelines”)) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- one (1)_____ of the Low and Moderate Income Units shall be one bedroom units;
- one (1)_____ of the Low and Moderate Income Units shall be two bedroom units;
- one (1)_____ of the Low and Moderate Income Units shall be three bedroom units; and,
- _____ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

- one bedroom units - 700 square feet
- two bedroom units - 900 square feet
- three bedroom units - 1200 square feet
- four bedroom units - 1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. ~~{For comprehensive permit projects add:}~~ Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit,] the Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A “Family” shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The “Area” is defined as the Barnstable MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the “Deed Rider”). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the (“Resale Restrictions”). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an “Ineligible Purchaser”) at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. ~~For comprehensive permit projects where the Project Sponsor is a for-profit entity add:~~

~~(a) Effective August 7, 2007, DHCD has adopted the policies, procedures, and forms for determining limited dividend compliance set forth in the MassHousing document entitled "Preparation of Cost Certification upon Completion of Homeownership 40B Project for Which MassHousing Serves as Project Administrator: Guidance to Developers and Municipalities" (the "MassHousing Guidance"). The MassHousing Guidance shall govern the cost certifications obligations of the Project Sponsor under this Agreement.~~

~~_____ (b) _____ The Project Sponsor shall be a limited dividend organization as defined by 760 CMR 56.01. Project Sponsor agrees that the aggregate profit from the Project which shall be payable to Project Sponsor or to the partners, shareholders or other owners of Project Sponsor or the Project shall not exceed twenty percent (20%) of total development costs of the Project, which development costs have been approved by DHCD (the “Allowable Profit”).~~

~~_____ (c) _____ Within one hundred eighty (180) days after Substantial Completion of the Project (as that term is defined in the MassHousing Guidance) or, if later, within sixty (60) days of the date on which all units in the Project are sold, the Project Sponsor shall deliver to the Municipality and to DHCD an itemized statement of total development costs together with a statement of gross income from the Project received by the Project Sponsor to date in form satisfactory to DHCD (the “Certified Cost and Income Statement”) prepared and certified by a certified public accountant satisfactory to DHCD. DHCD requires the prequalification of the certified public accountant hired by the Project Sponsor as more particularly set forth in Article IV (D) of the Guidelines. If all units at the Project have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arms-length sales of comparable units, and a final Certified Cost and Income Statement shall be required within sixty (60) days thereafter. Prior to DHCD’s acceptance of the Certified Cost and Income Statement and for a period of 30 days after DHCD provides the Municipality with its determination of compliance with the limited dividend requirement, the Municipality shall have the option of having the Certified Cost and Income Statement evaluated for accuracy (e.g., absence of material errors) applying the same standards as DHCD by an independent auditor selected by the Municipality. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter make a final determination of the Project Sponsor’s compliance with the limited dividend requirement.~~

~~_____ (d) _____ All profits from the Project in excess of the Allowable Profit (the “Excess Profit”) shall be paid by the Project Sponsor to the Municipality. The Municipality agrees that upon the receipt by the Municipality of any Excess Profit, the Municipality shall deposit any and all such Excess Profit into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A to be used by the Municipality for the purpose of reducing the cost of Low and Moderate Income Units to Eligible purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for persons and families of low and moderate income elsewhere in the Municipality. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to DHCD. For so long as the Project Sponsor complies with the requirements of this Section 4, the Project Sponsor shall be deemed to be a limited dividend organization within the meaning of the Act.]~~

~~_____ [For comprehensive permit projects where the Project Sponsor is a non-profit entity **add:** Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which all the units in the Project are sold, the Project Sponsor shall complete and deliver to the Municipality and to DHCD the section of the Local Initiative Program Application for Comprehensive Permit Projects entitled “Project Feasibility –~~

Ownership Projects” (ownership pro forma, profit analysis, and cost analysis), documenting the actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Low and Moderate Income Units.

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the “Marketing Plan”) for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission’s MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively “Marketing Documentation”) as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the

Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a [non profit corporation](#) duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 19, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. Except for sales of Units to home buyers as permitted by the terms of this Agreement, Project Sponsor will not sell, transfer, lease, exchange or mortgage the Project without the prior written consent of DHCD and the Municipality.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

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

Project Sponsor: Habitat for Humanity of Cape Cod, Inc.
411 Main Street, Route 6a, Suite 6
Yarmouthport, MA 02675

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, ~~For comprehensive permit projects add:~~ **or (b)** if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its

successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§ 26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, § 32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 18, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and

shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement by providing written notice of such delegation to the Project Sponsor and the Municipality.

~~[For comprehensive permit projects add:~~

19. (a) When executed by DHCD, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). DHCD hereby reaffirms and incorporates by reference in this Agreement each of the findings with respect to project eligibility required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated _____.] ~~July 31, 2013.] [If the Project Sponsor is a for-profit entity add: The Project Sponsor hereby explicitly acknowledges its obligation to comply with the cost examination requirements defined in 760 CMR 56.04(8).]~~

~~[If the Project Sponsor is a for-profit entity add:~~

~~(b) The Project Sponsor has provided financial surety in a form and in the amount required by the Guidelines to ensure completion of the cost examination to the satisfaction of the DHCD and the distribution of excess funds as required at 760 CMR 56.04(8)(c). DHCD will provide a copy of this Agreement to the Municipality's Board of Appeals as required by 760 CMR 56.04(7).]~~

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Executed as a sealed instrument as of the date first above written.

HABITAT FOR HUMANITY OF CAPE COD, INC.

By: _____
Its President

By: _____
its Treasurer

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
its Associate Director

TOWN OF [TRURO](#)
By its Board of Selectmen Chair

[Paul C. Wisotzky, Chair](#)

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of the Habitat for Humanity of Cape Cod, Inc., and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public - Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of the Habitat for Humanity of Cape Cod, Inc., and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public - Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public - Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared [Paul C. Wisotzky](#), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as a member of the [Town of Truro Board of Selectmen](#), and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the [Town of Truro](#).

Notary Public

Print Name:

My Commission Expires:

CONSENT TO REGULATORY AGREEMENT

Re: _____
(Project name)

(City/Town)

(Project Sponsor)

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book ____, Page ____, hereby consents to the execution and recording of this Agreement and agrees that in the event of any foreclosure or exercise of remedies under the Mortgage it shall comply with the terms and conditions hereof.

(name of lender)

By: _____

its _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

EXHIBIT A

Re: 143 Route 6 Community Housing
(Project Name)

Truro, MA
(City/Town)

Habitat for Humanity of Cape Cod, Inc.
(Project Sponsor)

Property Description

[to be added by Habitat attorney after Habitat takes title
so that legal description will reflect Habitat's title and new subdivision plan]

EXHIBIT B

Re: _____ 143 Route 6 Community Housing
(Project Name)

_____ Truro, MA
(City/Town)

_____ Habitat for Humanity of Cape Cod, Inc.
(Project Sponsor)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	Sale Price	Condo Fee	% Interest
One bedroom units	\$ <u>113,000</u>	\$ _____	_____
Two bedroom units	\$ <u>126,000</u>	\$ _____	_____
Three bedroom units	\$ <u>140,250</u>	\$ _____	_____
Four bedroom units	\$ _____	\$ _____	_____

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as lot/unit numbers _____ on:

- a plan of land entitled _____ recorded with the _____ Registry of Deeds in Book _____, Page _____.
- floor plans recorded with the Master Deed of the _____ Condominium recorded with the _____ Registry of Deeds in Book _____, Page _____.

EXHIBIT C

| [TO BE REPLACED BY BLANK DEED RIDER]

I:\DeedRiderSAR-Massachusetts(Universal)
5/3016

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

***For Projects in Which
Affordability Restrictions Survive Foreclosure***

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 200 . The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book_____, Page_____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [] the Massachusetts Department of Housing and Community Development ("DHCD") [] the Municipality; and [] _____, dated _____ and recorded/filed with the Registry in Book_____, Page_____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the “Monitoring Agent”) is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner’s conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public’s interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase,

and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

|

Monitoring Agent[s]

(1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 200_.

Grantor:

Owner:

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200 , before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200 , before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Cape Cod Commission

REQUESTOR: Noelle Scoullar, Executive Assistant on behalf of Kevin Grunwald

REQUESTED MEETING DATE: April 5, 2016

ITEM: Reappointment as Truro's representative to the Cape Cod Commission

EXPLANATION: Kevin Grunwald, Truro's current representative to the Cape Cod Commission, has expressed interest in continuing to serve as our representative. His current appointment expires on April 24, 2016. The Cape Cod Commission is requesting that the Board of Selectmen consider reappointing Mr. Grunwald for a three-year term effective April 25, 2016 through April 24, 2019.

FINANCIAL SOURCE (IF APPLICABLE): None

IMPACT IF NOT APPROVED: Truro will not have representation at the Cape Cod Commission meetings.

SUGGESTED ACTION: *Motion to approve the reappointment of Kevin Grunwald as Truro's representative to the Cape Cod Commission for a three-year term effective April 25, 2016 through April 24, 2019.*

ATTACHMENTS:

1. Application to Serve
2. Letter from Cape Cod Commission



3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

CAPE COD
COMMISSION

March 1, 2016

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

RE: Truro Representative to the Cape Cod Commission

Dear Selectmen:

As you know, towns are requested to appoint a representative to the Cape Cod Commission for a term of three years. After reviewing our records, we noted that your town's appointment is due to expire on April 24, 2016.

Your current member, Kevin Grunwald, has expressed his interest in continuing to serve as the Truro Representative to the Cape Cod Commission for another term. Therefore, at this time, I would ask your Board to consider reappointing Mr. Grunwald, or make a new appointment, for the **three-year term effective April 25, 2016 through April 24, 2019**. According to legislation, all appointments are for three years and all members must be residents and registered voters in Barnstable County.

As you consider your appointment for this position, please know that I am available at your convenience to discuss this with you. Enclosed for your review are the "*Roles and Responsibilities of Cape Cod Commission Members*."

Please forward all appointment letters to Gail Hanley at the Cape Cod Commission office at the address above.

Thank you for your prompt attention to this matter.

Sincerely,

Richard E. Roy, Chairman

Enclosure

RER/gph

cc: Kevin Grunwald



CAPE COD COMMISSION

Roles and Responsibilities of Cape Cod Commission Members

The Cape Cod Commission was created in 1990 by an Act of the Massachusetts General Court and confirmed by a majority of Barnstable County voters to protect the region's unique natural, coastal, historical, cultural and other values.

The Commission functions as a department of Barnstable County, but is funded separately through the Cape Cod Environmental Protection Fund and other sources. Its work is divided into three major areas: **planning, technical assistance, and regulation**. The Cape Cod Regional Policy Plan, adopted as an ordinance of Barnstable County, sets the goals, priorities, and performance standards used in its regulatory work.

3225 Main Street
Barnstable, MA 02630
508-362-3828 | www.capecodcommission.org



■ Commission Activities

Among other areas, technical assistance is provided to Cape communities on:

- Land use planning
- Transportation
- Economic development
- Water quality and supply
- Solid and hazardous waste management
- Affordable housing
- Land protection

Commission planners and technical staff have expertise in a wide variety of areas, such as landscape architecture, land use planning, economic development, affordable housing, historic preservation, wetland and wildlife resources, water resources, coastal resources, waste management, transportation planning, and geographic information and mapping.

■ Commission Makeup

The Cape Cod Commission is made up of 19 appointed members, including representatives from each of Barnstable County's 15 towns; one County Commissioner, one Native American, one Minority Representative and a Governor's appointee. All members are citizen volunteers who receive and evaluate information from the agency's professional staff, consider policies to guide the agency's activities, and make regulatory decisions about development proposals under the agency's jurisdiction.

■ Meetings of the Commission Board and Standing Committees

The full 19-member Cape Cod Commission board generally meets every other Thursday afternoon in the First District Courthouse of the Barnstable County Complex (off Route 6A) in Barnstable. Meetings last about two hours.

Commission members may also be asked by the board's chair (elected by the members annually) to serve on a standing committee. Participation is voluntary on the Committee on Planning and Regulations. The Executive Committee's includes the Chair, Vice Chair, Secretary, County



Commissioner and Previous Past Chair. Standing committees generally meet in the Commission office to discuss issues prior to meetings of the full Commission.

■ Regulatory Responsibilities

Commission members are expected to serve on regulatory subcommittees to review specific Development of Regional Impact (DRI) proposals. Members rely on the technical expertise of the agency's staff – a diverse group of professionals who gather and interpret data and advise on project consistency with the Regional Policy Plan's standards to make decisions. The evaluation of data and benefits and detriments of a project are vested in Commission members. In this way, members serve as "quasi-judicial" officials.

DRI subcommittees review written applications, materials and reports; conduct required public hearings; and hold public meetings to discuss issues and concerns and to formulate their recommendations about the DRI decisions to be voted on by the full membership of the Cape Cod Commission.

Depending on the nature and complexity of a development proposal, regulatory subcommittee work can require a significant commitment of time. Meetings may take place during the day and in the evening. Whenever possible, the first hearing is held in the town where the project is proposed. Other hearings and meetings may also be held there or in Barnstable. Preparation for and travel to meetings add to the time commitment.

■ Community Responsibilities

Commission members also serve as liaisons with their towns. Making periodic reports about Commission activities to the Board of Selectmen (or the Town Council, in the case of Barnstable) is an important duty. Within the limits defined by the state Open Meeting Law and the agency's own Public Relations Policy and the Communications Policy for Cape Cod Commission Members, members should make themselves available to answer questions and provide information about Commission activities.



■ Regional Advisory Responsibilities

Commission members are an advisory board responsible for guiding many of the agency's policies and initiatives. Members may also be appointed to represent the agency on special committees or other boards. Most importantly, members help the agency fulfill its mission and uphold the Cape Cod Commission Act and ordinances adopted by Barnstable County.

■ Communication Rules for Commission Members

Cape Cod Commission members serve in several different roles:

1. They are representatives of and liaisons to the 15 Cape towns and Barnstable County residents.
2. They are regional policy makers in issue areas such as land use, transportation and affordable housing.
3. They are quasi-judicial board members regulating development proposals.

In the first two roles, members are encouraged to communicate freely and regularly with local and county officials and the general public. In the third role, however, Commission members are more limited in when and how they may communicate.

Members of Development of Regional Impact subcommittees and the full Commission serve in quasi-judicial roles during project review and the DRI appeal period.

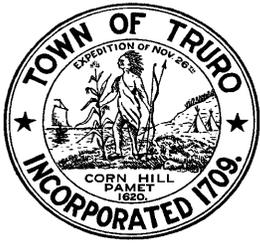
Each member must confine his or her review to the oral and written information received during the public hearing process.

Cape Cod Commission members have adopted and follow written policies governing their communications. The primary policies are the **Communications Policy for Cape Cod Commission Members** (approved June 12, 2008), and the **Cape Cod Commission Public Relations Policy** (approved July 9, 2007).



CAPE COD
COMMISSION

3225 Main Street
Barnstable, MA 02630
508-362-3828 | www.capecodcommission.org



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: April 19, 2016

ITEM: Approval of 2016 Seasonal License Renewals

EXPLANATION: There are five 2016 seasonal license renewal applications and supporting documentation under the authority of the Board of Selectmen as Local Licensing Authorities. There were no reported issues with these establishments in 2015. Please know that if you approve this for renewal, the licenses will be issued only upon compliance with all regulations and upon receipt of the necessary documents and fees.

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
Chapter 140 § 2	Common Victualer -Cook, Prepare & Serve Food	Blackfish Restaurant
Chapter 101 §2	Transient Vendor	Jam's Inc. Days' Market Jules Besch Stationers Hillside Farm Stand
Chapter 130 § 13	Hawker Peddler License (Mobil Food Truck)	Food Truck Gypsy Inc Db a Joey's Food Truck Location: 8 Highland Rd and Farmer's Market

IMPACT IF NOT APPROVED: The Licensees will not be issued.

SUGGESTED ACTION: *MOTION TO approve 2016 seasonal Common Victualer (food), Transient Vendor and Hawker Peddler Mobil Food Truck licenses for: Days' Market, Jules Besch Stationers, Jam's Inc., Blackfish Restaurant, Joey Rugo's Food Truck and Hillside Farmstand upon compliance with all regulations and receipt of the necessary documents and fees and compliance with requirements from the Health Department.*

ATTACHMENTS:

1. Renewal Application for 2016: Days' Market
2. Renewal Application for 2016: Jules Besch Stationers
3. Renewal Application for 2016: Jams Inc
4. Renewal Application for 2016: Blackfish Restaurant
5. Renewal Application for 2016: Joey Rugo's Food Truck
6. Renewal Application for 2016: Hillside farmstand

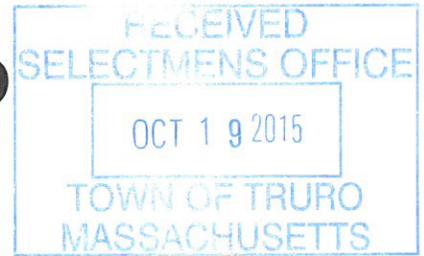


TOWN OF TRURO

BUSINESS LICENSE APPLICATION ADMINISTRATION OFFICE

Main Floor Town Hall • P.O. Box 2030
24 Town Hall Rd • Truro, MA 02666

Tel: 508-349-7004 Extensions: 10 or 24 Fax: 508-349-5505



NO BUSINESS MAY OPERATE WITHOUT A VALID LICENSE ON THE PREMISES

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

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

Business Request	License Type	Hours of Operation
<input type="checkbox"/> New Application	<input type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i>	<input type="checkbox"/> Annual License
<input checked="" type="checkbox"/> Renewal – No Changes	<input checked="" 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 7 AM 6 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: 5/21/2016
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date: 10/15/2016
<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 Joseph M. Days

Name of Business/Corporation/Partnership Days Real Estate Trust D/B/A/ Days Market

Business Location 271 Shore Road

Truro Street Address

Mailing Address of Business P.O. Box 157 North Truro, MA 02652

Please use preferred mailing address for any Town Correspondence

Business Contact Information 508-487-1062 [REDACTED]

Business Number/Cell Number/Email Address

Name of Manager Joseph M. Days

Please Print

Manager Contact Information



Cell Number/Email Address

Manager's Mailing Address P.o. Box 157 North Truro, MA 02652

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.

Joseph M. Days

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: Days Real Estate Trust

Address: P.O. Box 157

City/State/Zip: North Truro, MA 02652

Phone #: 508-487-1062

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: A.I.M. Mutual Insurance Co.

Insurer's Address: 54 Third Ave. P.O. Box 4070

City/State/Zip: Burlington, MA 01803-0970

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 4/27/2016

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: Joseph M. Days

Date: 10/5/15

Phone #: 508-487-1062

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

A.I.M. Mutual Insurance Company
 54 Third Avenue, Burlington, Massachusetts 01803-0970
 (800) 876-2765

NCCI NO 26158

POLICY NO.
 PRIOR NO.



ITEM

1. The Insured: Days Real Estate Trust
 DBA:
 Mailing address: P O Box 157
 North Truro, MA 02652

FEIN: **-***2009

Legal Entity Type: Trust or Estate

Other workplaces not shown above: See Location

2. The policy period is from 04/27/2015 to 04/27/2016 12:01 a.m. standard time at the insured's mailing address.
3. 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	\$	<u>100,000</u>	each accident
Bodily Injury by Disease	\$	<u>500,000</u>	policy limit
Bodily Injury by Disease	\$	<u>100,000</u>	each employee

C. Other States Insurance: Coverage Replaced by Endorsement WC 20 03 06 B

D. This Policy includes these Endorsements and Schedules: SEE SCHEDULE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications		Premium Basis		Rates	
	Code No.	Estimated Total Annual Remuneration	Per \$100 Of Remuneration	Estimated Annual Premium	
INTRA	71976				
INTER		SEE CLASS CODE SCHEDULE			

Minimum Premium \$247

GOV STATE	GOV CLASS
MA	8033

Total Estimated Annual Premium \$2,104
 Deposit Premium \$2,205

State Assessments/Surcharges
 \$1,735.00 x 5.8000% \$101

This policy, including all endorsements, is hereby countersigned by

Authorized Signature

03/16/2015
 Date

Service Office:
 54 Third Avenue
 Burlington MA 01803

United Insurance Agency Inc
 PO Box 1013
 Buzzards Bay, MA 02532

WC 00 00 01 A (7-11)

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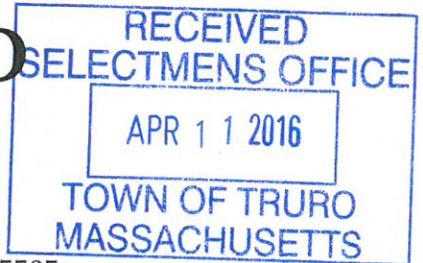


TOWN OF TRURO

**BUSINESS LICENSE APPLICATION
ADMINISTRATION OFFICE**

Main Floor Town Hall • P.O. Box 2030
24 Town Hall Rd • Truro, MA 02666

Tel: 508-349-7004 Extensions: 10 or 24 Fax: 508-349-5505



NO BUSINESS MAY OPERATE WITHOUT A VALID LICENSE ON THE PREMISES

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

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

Business Request	License Type	Hours of Operation
<input type="checkbox"/> New Application	<input type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i>	<input type="checkbox"/> Annual License
<input checked="" type="checkbox"/> Renewal – No Changes	<input checked="" 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: 4/7
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date: April 14
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date: Nov 31
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours 10 AM 5 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 MICHAEL TUCK

Name of Business/Corporation/Partnership JULES BESCH STATIONERS, INC.

Business Location 3 GREAT HOLLOW RD

Mailing Address of Business PO BOX 1169 TRURO 02666

Please use preferred mailing address for any Town Correspondence

Business Contact Information 508 487-0395

Business Number/Cell Number/Email Address

Name of Manager MICHAEL TUCK

Please Print

Manager Contact Information _____
 Manager's Mailing Address PO Box 1169 TRURO 02666 Cell Number/Email Address
 FEIN Business Number _____
 Food Vendor Drivers' License # _____ Vehicle Registration # _____

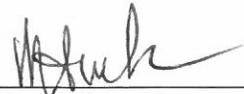
CHECKLIST-Please provide the following items if not provided to the Health Department.

- 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.

MICHAEL TUCK
 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

RECEIVED
 SELECTMENS OFFICE
 APR 11 2016
 TOWN OF TRURO
 MASSACHUSETTS

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

Applicant Information

Please Print Legibly

Business/Organization Name: JULES BESCH STATIONERS

Address: 3 GREAT HOLLOW RD

City/State/Zip: N. TRURO MA 02652 Phone #: 508-487-0395

Are you an employer? Check the appropriate box:

- 1. I am an employer with 3 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 AND DEDHAM MUTUAL FIRE INS. CO.

Insurer's Address: 222 AMES ST.

City/State/Zip: DEDHAM, MA. 02026

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 7-13-16

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] Date: 3-30-16

Phone #: 508 487-0395

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 #: _____



JULEBE1 OP ID: MM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2015

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

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

PRODUCER Kaplansky - Truro 154 Shore Road PO Box 267 North Truro, MA 02652 Marilyn Massad	CONTACT NAME: Marilyn Massad PHONE (A/C, No, Ext): 508-487-6060 E-MAIL ADDRESS:	FAX (A/C, No): 508-487-2040	
	INSURER(S) AFFORDING COVERAGE INSURER A: Norfolk & Dedham Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #
INSURED Jules Besch Stationers, Inc Michael Tuck P.O. Box 1169 Truro, MA 02666			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		07/13/2015	07/13/2016	<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 500,000</td> </tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$ 100,000	E.L. DISEASE - EA EMPLOYEE		\$ 100,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
PER STATUTE	OTH-ER																		
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E.L. DISEASE - EA EMPLOYEE		\$ 100,000																	
E.L. DISEASE - POLICY LIMIT		\$ 500,000																	

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

RECEIVED
SELECTMENS OFFICE
 JUL 13 2015
TOWN OF TRURO
MASSACHUSETTS

CERTIFICATE HOLDER TRUROMA Town of Truro Licensing Clerk P.O. Box 2030 Truro, MA 02666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



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

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<input checked="" type="checkbox"/> Renewal – No Changes	<input checked="" 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: 102
<input type="checkbox"/> Manager Change	<input checked="" type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date: May 27, 2016
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date: Sept 5, 2016
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours 7:00 AM 7:00 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 Ave D. Rosenthal

Name of Business/Corporation/Partnership JAMS, INC.

Business Location 14 Truro Center Road
Truro Street Address

Mailing Address of Business PO Box 673
Please use preferred mailing address for any Town Correspondence

Business Contact Information 508-349-1616/5 [REDACTED]
Business Number/Cell Number/Email Address

Name of Manager Ave D Rosenthal
Please Print

Manager Contact Information [REDACTED]

Cell Number/Email Address

Manager's Mailing Address PO Box 673 Truro, MA 02666

FEIN Business Number [REDACTED]

Food Vendor Drivers' License # _____ Vehicle Registration # _____

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

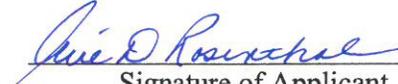
- RESTAURANTS- See Health Department Application
- FIRE PROTECTION SYSTEMS ANNUAL TEST REPORT
- IF YOU HAVE EMPLOYEES- Provide Workers Compensation Affidavit **AND** Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Provide Workers Compensation Affidavit **ONLY**
- IF SELLING ALCOHOL FOR CONSUMPTION 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)
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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.

Ave D. Rosenthal

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 April 19, 2016



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: JAMS Inc

Address: 14 Truro Center Rd

City/State/Zip: Truro, MA 02666

Phone #: 5008-349-1616

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: Norfolk & Dedham Mutual Fire Insurance Company

Insurer's Address: 222 Ames Street

City/State/Zip: Dedham, MA 02026

Policy # or Self-ins. Lic. # WEND4538

Expiration Date: 06/11/2016

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: *Ami D. Rosenthal*

Date: *Dec 15 2015*

Phone #: 508-349-1616

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 #: _____

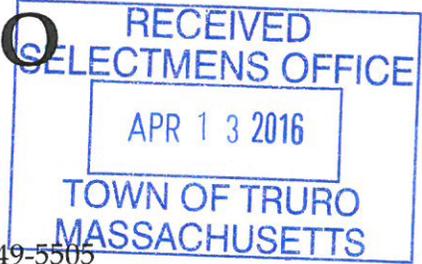


TOWN OF TRURO

BUSINESS LICENSE APPLICATION ADMINISTRATION OFFICE

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Tel: 508-349-7004 Extensions: 10 or 24 Fax: 508-349-5505



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<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:
<input type="checkbox"/> Manager Change	<input type="checkbox"/> Alcohol License <i>Complete ABCC Application</i>	Opening Date: <u>May 12th</u>
<input type="checkbox"/> Location Change	<input type="checkbox"/> Innholder	Closing Date: <u>Nov 15th</u>
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours AM 5 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 Eric Jensen

Name of Business/Corporation/Partnership Blackfish Restaurant - Paer Restaurant Group

Business Location 17 Truro Center Road Truro, MA 02666
Truro Street Address

Mailing Address of Business PO Box 1207 Truro, MA 02666
Please use preferred mailing address for any Town Correspondence

Business Contact Information Eric Jensen [Redacted]
Business Number/Cell Number/Email Address

Name of Manager Eric Jensen

Please Print

Manager Contact Information _____

Manager's Mailing Address 13 Long Nook Road Truro, MA 02666

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**
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 - 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
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ATTESTATION

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Eric Jensen
Print Name

[Signature]
Signature of Applicant

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

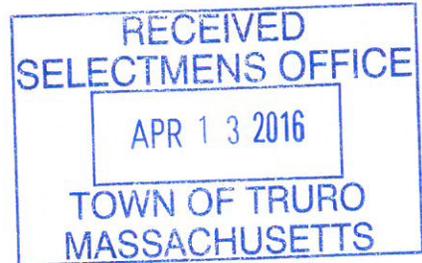
TOWN OF TRURO
Administration Office • Main Floor Town Hall
24 Town Hall Rd • PO Box 2030
Truro, MA 02666

-----Office Use Only-----

- Payment Received
- Health Agent or Board of Health Approval Board of Selectmen Meeting Date for Approval _____



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: Blackfish Restaurant
 Address: 17 Truro Center Road
 City/State/Zip: Truro, MA 02666 Phone #: 503-349-3399

Are you an employer? Check the appropriate box:

- 1. I am an employer with 25 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: _____
 Insurer's Address: _____
 City/State/Zip: _____
 Policy # or Self-ins. Lic. # _____ 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: April 10, 2016
 Phone #: 503-349-3399 _____

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 #: _____



TOWN OF TRURO

BUSINESS LICENSE APPLICATION
ADMINISTRATION OFFICE

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24 Town Hall Rd • Truro, MA 02666

Tel: 508-349-7004 Extensions: 10 or 24 Fax: 508-349-5505

NO BUSINESS MAY OPERATE WITHOUT A VALID LICENSE ON THE PREMISES

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

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

Business Request	License Type	Hours of Operation
<input type="checkbox"/> New Application	<input type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i>	<input type="checkbox"/> Annual License
<input type="checkbox"/> Renewal – No Changes	<input type="checkbox"/> Transient Vendor (Retail)	Number of Days Open: 7
<input type="checkbox"/> Renewal – Change (s)	<input checked="" type="checkbox"/> Peddler/Mobil Lunch Cart* <i>See Health Department</i>	Hours 8 AM 6 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: 12/31/16
<input type="checkbox"/> Seasonal to Annual	<input type="checkbox"/> Taxicabs	Hours 8 AM 6 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 JOSEPH RUGO

Name of Business/Corporation/Partnership FOOD TRUCK GYPSY INC DBA JETS FOOD TRUCK

Business Location 8 HIGHLAND RD TRURO MA / FARMERS MARKET
Truro Street Address

Mailing Address of Business PO BOX 696 WELFLEET MA 02667
Please use preferred mailing address for any Town Correspondence

Business Contact Information _____
Business Number/Cell Number/Emdl Address

Name of Manager JOSEPH RUGO
Please Print

Manager Contact Information [REDACTED] [REDACTED]
 Manager's Mailing Address PO Box 696 Wellfleet MA 02667
 FEIN Business Number [REDACTED]
 Food Vendor Drivers' License # [REDACTED] Vehicle Registration # [REDACTED]

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.

JOSEPH RUGO
 Print Name

Joseph Rugo
 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: Builders/Contractors/Electricians/Plumbers.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Name (Business/Organization/Individual): FOOD TRUCK Gypsy INC.
 Address: 31 Sibley St GRAFTON MA 01519
 City/State/Zip: GRAFTON/MA/01519 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

- 1. I am an employer with _____ employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
- 3. I am a homeowner doing all work myself. [No workers' comp. insurance required.][†]
- 4. I am a homeowner and will be hiring contractors to conduct all work on my property. I will ensure that all contractors either have workers' compensation insurance or are sole proprietors with no employees.
- 5. I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance.[‡]
- 6. We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

- 7. New construction
- 8. Remodeling
- 9. Demolition
- 10. Building addition
- 11. Electrical repairs or additions
- 12. Plumbing repairs or additions
- 13. Roof repairs
- 14. Other _____

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

[†] Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

[‡] Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

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

Insurance Company Name: _____

Policy # or Self-ins. Lic. #: _____ Expiration Date: _____

Job Site Address: _____ City/State/Zip: _____

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

Failure to secure coverage as required under MGL c. 152, §25A is a criminal violation punishable by 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. 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: Joseph F. Ray Date: 4/7/16

Phone #: 774.573.6529

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. Electrical Inspector
- 5. Plumbing Inspector
- 6. Other _____

Contact Person: _____ Phone #: _____

SPECIAL STATE LICENSE
Hawker or Pedler

No **121267 A**

Licensee: Joseph Rugo
1878 Rte 6
S. Wellfleet, MA 02667



Expires: 6-21-16

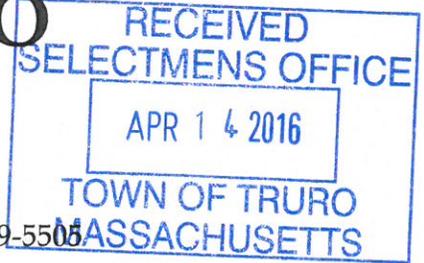


TOWN OF TRURO

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

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

Business Request	License Type	Hours of Operation
<input type="checkbox"/> New Application	<input type="checkbox"/> Common Victualer (Food)* <i>See Health Department</i>	<input type="checkbox"/> Annual License
<input checked="" type="checkbox"/> Renewal – No Changes	<input checked="" 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 8 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: M - S
<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: 10/10/16
<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 Samantha Perry

Name of Business/Corporation/Partnership Hillside Farmstand

Business Location 300 Rt 6 Truro

Mailing Address of Business P.O. Box 1016 Truro MA 02666
Truro Street Address
Please use preferred mailing address for any Town Correspondence

Business Contact Information 508487-6930
Business Number/Cell Number/Email Address

Name of Manager Samantha Perry
Please Print

Manager Contact Information [REDACTED]
 Manager's Mailing Address Samantha Perry @ Comcast.net 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)
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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.

Samantha Perry
 Print Name

Samantha Perry
 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

RECEIVED
 SELECTMENS OFFICE
 APR 14 2016
 TOWN OF TRURO
 MASSACHUSETTS

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

Applicant Information

Please Print Legibly

Business/Organization Name: Claire A. Perry d/b/a Hillside Farmstand

Address: 300 Rte 6, Truro, MA 02666-1016

City/State/Zip: Truro, MA 02666 Phone #: 508-487-6930

Are you an employer? Check the appropriate box:

- 1. I am an employer with 8 employees (full and/ or part-time). * Seasonal
- 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: Farm Family Casualty Ins. Co.

Insurer's Address: Mark Sylvia Ins. Agency, 404 Main St, Centerville, MA 02632

City/State/Zip: _____

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 4-18-17

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: Claire A. Perry Date: 3-31-16

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



FARM FAMILY CASUALTY INSURANCE COMPANY

NCCI COMPANY NO. 16721

AGENT NO 3020 OFFICE NO 3020
MARK SYLVIA INSURANCE AGENCY LLC
404 MAIN ST
CENTERVILLE MA 02632-2916

508-428-0440

POLICY NO [REDACTED]
RENEWAL OF NO. 2001W7496
EFFECTIVE 4/18/16

ITEM 1. INSURED. INSURED AND MAILING ADDRESS:

CLAIRE A PERRY
DBA PERRY'S FARM/HILLSIDE FARMSTAND
PO BOX 1016
TRURO, MA 02666-1016

THE INSURED IS INDIVIDUAL

Workplaces covered by this policy:

ST	WP NO.	ADDRESS OF WORKPLACE	RTG.BUR NO.	INTRASTATE NO.
SEE EXTENSION OF INFORMATION PAGE				

ITEM 2. POLICY PERIOD.

The policy period is from 4/18/16 to 4/18/17 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 state listed here: MA

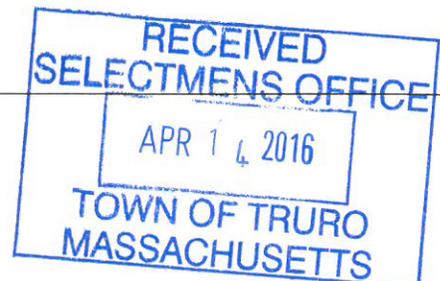
B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

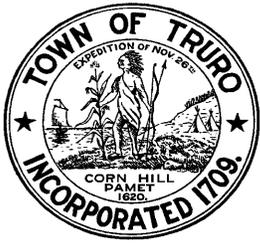
Bodily Injury By Accident	Bodily Injury By Disease	Bodily Injury By Disease
\$ 500,000 each accident	\$ 500,000 policy limit	\$ 500,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except the states designated in item 3.A. of the information page and ND, OH, WA, and WY

D. This policy includes these endorsements and schedules:

WC 00 00 00C	WC 00 00 01B	WC 00 03 15	WC 00 04 14	WC 00 04 22B	WC 20 03 01
WC 20 03 02A	WC 20 03 03D	WC 20 04 05	WC 20 06 01A		





TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Department of Public Works

REQUESTOR: Jarrod J Cabral – Head Custodian

REQUESTED MEETING DATE: April 19th 2016

ITEM: Declaration of Surplus property

EXPLANATION: Request authorization to declare the equipment on the attached list as surplus to authorize the removal and recycling of the surplus equipment.

FINANCIAL SOURCE (IF APPLICABLE): None

IMPACT IF NOT APPROVED: Negative impact on storage space.

SUGGESTED ACTION: *MOTION TO declare items on the attached list from the Council on Aging, Library, Human Resources, and IT Departments to be surplus property and to authorize staff to dispose or recycle the property .*

ATTACHMENTS:

1. List of surplus equipment



TOWN OF TRURO

Department of Public Works
P.O. Box 2030, Truro, MA 02666
Tel: 508-349-2140 Fax: 508-349-3982
E-mail: dpwdirec@truro-ma.gov

March 9, 2016

Department Surplus Declaration

1. Council on Ageing: Whicker Coffee table - (glass top broken)
2. Library: Large map holder, Table on wheels (damaged), 1 double bookshelf, 1 Printer 1 Monitor, 1 computer keyboard, (computer components from 1980's), 1 file cabinet, 1 desk chair, 1 desk lamp.
3. Town Hall: 3 file cabinets, (Human Resource)
4. Information Technology: Panasonic PS Data Video, and audio recording system consisting of 5 monitors, 1 sound mixer, 1 keyboard controller, and 1 DVD/VHS recorder. 1 HP Laser Jet 1200 printer, 1 HP Office Jet R40 all in one.

Susan Travers, Director
Council on Aging Director

Sue Kelly,
Human Resources

Tricia Ford, Director
Truro Public Library

David Wennerberg, Director
Information Technology

DRAFT

**Truro Board of Selectmen
Meeting, March 29, 2016
Town Hall Meeting Room**

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

Present: Town Administrator Rae Ann Palmer; Assistant Town Administrator/Town Accountant Trudi Brazil

Chair Paul Wisotzky called the meeting to order at 4:00 p.m. and opened the public hearing.

PUBLIC HEARING

The Selectmen considered the request of Christopher W. King, Captain's Choice, Inc. Manager and Owner of Record, for a New Seasonal –Wines and Malt Beverages Pouring License (under MGL Chapter 138 § 12) with the Town of Truro. The premises location is 4 Highland Road, Unit D, North Truro, MA 02652.

Attorney Chris Fiset and Christopher King explained the request for a new Seasonal Wines and Malt Beverages Pouring License for Captain's Choice, an established restaurant with new management. They said there were improvements and outside seating under an awning that they planned.

There were no comments or questions from the public.

Chair Paul Wisotzky closed the public hearing at 4:06 p.m.

Robert Weinstein moved to approve the application of Christopher W. King, Captain's Choice, Inc. Manager and Owner of Record, for a New Seasonal –Wines and Malt Beverages Pouring License (under MGL Chapter 138 § 12) with the Town of Truro for the premises located at 4 Highland Road, Unit D. Janet Worthington seconded, and the motion carried 5-0-0.

BOARD OF SELECTMEN ACTION

Cape Cod Commission 2015 Report

Kevin Grunwald, Truro's Representative to the Cape Cod Commission (CCC), presented the Annual Report. There were few Development of Regional Impact (DRI) applications this year, he said. Important projects that he had participated in were highlighted in the report. A Cape Cod Coastal Resiliency project is a new effort that has received funding, he said. He responded to questions and concerns of the Selectmen on regulations for water protection; technical assistance for affordable housing; budgeting for the HOME program; and regionalization efforts.

Mr. Grunwald and the Board also discussed his expiring term this year. He had concerns about his level of involvement in Cape Cod Commission projects and his expectations for communications. He has requested to CCC staff that he be kept better informed on projects, especially ones that involve Truro. The Selectmen pledged to keep Mr. Grunwald apprised of Town proceedings that involve the Cape Cod Commission. He indicated the communications

gap was more of an issue on the CCCs end. Town Administrator Rae Ann Palmer and Mr. Grunwald will draft a letter to CCC. He will make a decision about reappointment and let the Board know in the near future.

Remaining Recommendations of Warrant Articles for Annual Town Meeting 2016

Town Administrator Rae Ann Palmer resumed the review of the Annual Town Meeting Warrant to complete the Selectmen's recommendations of the remaining Articles.

CPA Article 8-1 Access to Snow's Park a.k.a. the Town Green

Jay Coburn moved to recommend the Article for Snow's Park a.k.a the Town Green. Robert Weinstein seconded, and the motion carried 5-0-0.

CPA Article - Highland House Museum

The Town Administrator discussed the lease for the Highland House Museum. The current grant can go forward but future money would require the lease. Jim Summers and Susan Howe from the Highland House Museum came forward to explain the process of obtaining a lease from the National Park Service and the work that should be ready as soon as the lease is signed. Jim Summers said there is a 5-year lease in place, but the 20-year lease is the desirable one. The grant agreement will be tailored to reflect that the lease must be in place to proceed after an initial amount of CPA funding is granted.

CPA Articles 8-2 through 8-7

Jay Coburn moved to recommend Article 8-2 through 8-7. Maureen Burgess seconded, and the motion carried 5-0-0.

Article - Fingerprinting

According to Town Counsel this is not required, but it is helpful for screening vendors, peddlers and ice cream vendors. The standard fee for fingerprinting is set at \$100. Jay Coburn expressed reservations about supporting the Article. Maureen Burgess said she was concerned about the safety of children. Rae Ann Palmer said the Article could be pulled if the Selectmen were not comfortable about presenting it.

Jay Coburn moved to withdraw the Article on Fingerprinting from the Warrant. Janet Worthington seconded, and the motion carried 5-0-0.

Article – Acquisition of State Property known as the Cloverleaf

There was a discussion of adding "Workforce Housing" and "Community Housing" to the Warrant Article.

Jay Coburn moved to recommend the Article for the Acquisition of State Property as printed in the draft. Robert Weinstein seconded, and the motion carried 5-0-0.

Article – Zoning Bylaw 4.6 Growth Bylaw

Planning Board Chair Lisa Maria Tobia pointed out strikeouts and additions to Sections A and C of the Growth Bylaw.

Jay Coburn moved to recommend the Article for Zoning Bylaw 4.6 Growth Bylaw. Robert Weinstein seconded, and the motion carried 5-0-0.

Petitioned - Street Definition

Town Administrator Rae Ann Palmer, after consulting with the Planning Board Chair, Planning Consultant Carole Ridley and Robert Weinstein, said the Article does present what it claims to. Planner Carole Ridley said if Planning Board brought a similar Article forward again next year, it could be placed on the 2017 Annual Town Meeting. Robert Weinstein said any amendment to the Petitioned Article would have to be done on Town Meeting floor because a petitioned article must go into the Warrant as presented. Robert Weinstein said the language in the Article is problematic because the sections reference the *Subdivision Regulations*. Planning Board Chair Lisa Tobia explained that it was not the Planning Board that had brought the Article to Town Meeting. She said the definitions should encompass more than they do.

Jay Coburn moved to reserve the BOS recommendation of Article 32 Petitioned Article until Town Meeting. Robert Weinstein seconded, and the motion carried 4-0-1. (Burgess)

Petitioned Article on Dog Excrement

Rae Ann Palmer said there is a \$50 fine for violation of an existing bylaw on picking up after your dog.

Jay Coburn moved to recommend the Petitioned Article on Dog Excrement. Robert Weinstein seconded, and the motion failed 0-5-0.

Rae Ann Palmer reviewed with the Board their Message Petitioning for Additional Funding.

CONSENT AGENDA

The Consent Agenda contained the following:

A.-1. Review/Approve and Authorize the Chair to sign an agreement with EF Winslow for HVAC Duct Work Cleaning;

B. Review and Approve Proclamation declaring the month of April 2016 Autism Awareness Month;

C. Review and Approve Reappointments of Officers Rose, Roda and McGlynn to the Truro Police Department;

D. Review and Approve Seasonal Common Victualer and Transient Vendor (Seasonal Retail) License: Highland Links Golf Course; and

E. Review and Approve Consultant; under provisions of Conservation Bylaw, Chapter 8 Section 4e.

Deborah McCutcheon clarified information in Section E regarding the Conservation Consultant.

Jay Coburn moved to approve the Consent Agenda with the exception of B. Maureen Burgess seconded, and the motion carried 5-0-0.

Paul Wisotzky read the proclamation declaring April 2016 Autism Awareness Month and thanked Amy Rogers for preparing the blue light effort for autism awareness in Truro.

Jay Coburn moved to approve the resolution for Autism Awareness Month. Robert Weinstein seconded, and the motion carried 5-0-0.

SELECTMEN AND LIAISON AND TOWN ADMINISTRATOR REPORTS

Three Selectmen and the Town Administrator offered their reports. Robert Weinstein had attended the Board of Library Trustees, who had been considering reconfiguration of Library space. Maureen Burgess had reached out to the School Committee to schedule a joint meeting. She said the Friends of the Herring River had requested support for a grant. That will be placed on the agenda for the next meeting. Jay Coburn said he would be attending a meeting on Room Tax with Representative Sarah Peake and reported on current practices in Truro. Town Administrator Ray Ann Palmer had met with the Truro Non-Resident Taxpayers Association Chair to review Town Meeting Articles.

NEXT MEETING AGENDA

Rae Ann Palmer and the Board planned the agenda for the next meeting to be held Tuesday, April 12 2016 and said that two public hearings are scheduled for the Tuesday, April 19, 2016 meeting. There is a need for executive sessions at both meetings.

ADJOURNMENT

Jay Coburn moved to adjourn. Maureen Burgess seconded, and motion carried 5-0-0. The meeting was adjourned at 5:48 p.m.

Respectfully submitted,

Mary Rogers

Recording Secretary

Paul Wisotzky, Chair

Maureen Burgess, Clerk

Jay Coburn

Janet Worthington, Vice-chair

Robert Weinstein

Public Records Material for 3/29/16

- 1.) New Seasonal Wines and Malt Beverages Pouring License application for Captain's Choice
- 2.) Cape Cod Commission 2015 Report
- 3.) Draft Warrant for Annual Town Meeting 2016
- 4.) Agreement with EF Winslow for HVAC Duct Work Cleaning
- 5.) Proclamation declaring the month of April 2016 Autism Awareness Month
Reappointments of Officers Rose, Roda and McGlynn to the Truro Police Department
- 6.) Seasonal Common Victualer and Transient Vendor (Seasonal Retail) License: Highland Links Golf Course
- 7.) Consultant provisions of Conservation Bylaw, Chapter 8 Section 4e.