



## Truro Board of Selectmen

Tuesday, July 22, 2014 – 4:30pm

Selectmen's Chambers Town Hall

24 Town Hall Road, Truro

Agenda Topic <b>AMENDED</b>	Presenter
<b>Open the Regular Meeting</b>	
<b>Executive Session: (Lower Level Conference Room)</b> <i>“Move that the Board of Selectmen enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, 21(a) number (3) to discuss strategy relative to collective bargaining, whereas discussion of these matters in open session would have a detrimental effect on the bargaining position of the Town and to reconvene in regular session.”</i>	
<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.</b>	
<b>Discussion of Hiring Process for Truro Fire and Rescue Department</b>	Chief Davis and Robert Loomer
<b>Quarterly report from the Truro Police Department Police Officer Appointment and Offer Letter of Conditional Employment</b>	Chief Takakjian
<b>Discussion of Legal Services user survey and request for qualifications</b>	Wisotzky, Weinstein Robert Lawton
<b>Town Administrator Search Committee Update and consideration of whether to pay for travel expenses for candidates</b>	Jan Worthington
<b>Update on Wage and Classification Study</b>	Robert Lawton
<b>Consent Agenda</b> <ol style="list-style-type: none"> <li>1) Review and Approve Meeting Minutes- July 8<sup>th</sup> Regular &amp; Executive</li> <li>2) Release of May 7<sup>th</sup> &amp; June 3<sup>rd</sup>, 2014 Approved Executive Session Minutes</li> <li>3) Declaration of Surplus property-Truro Police Department</li> <li>4) Review and Approve Lower Cape Ambulance Contract</li> <li>5) Review, Approve and Authorize Chair to Sign Contracts for:               <ol style="list-style-type: none"> <li>a. Truro Chamber Contract</li> <li>b. Motorcycle Lease with Truro Police Department</li> <li>c. FY15 -911 Training &amp; Emergency Medical Dispatch Director Quality Assurance Grant</li> <li>d. Lease &amp; Service Agreements Copy Machines Town Hall &amp; TCC w/RPB Systems</li> </ol> </li> <li>6) Appointment of Tom Bow to Beach Commission</li> <li>7) Part-time Telecommunicator Appointments-Lisa Maria Tobia and Heather Pinargote</li> <li>8) Approve removal of Alan Efromson from Board of Appeals due to residency requirement</li> <li>9) Reappointments to Boards and Committees (Parker Small-Shellfish Advisory Committee, Janice Allee-ZBA Appointment, Kevin Kuechler-Provincetown Water &amp; Sewer Board)</li> <li>10) Approval of revoking the August 16, 1963 list of Special Municipal Employees</li> <li>11) Recreation Department Employees exemption from MGL 268A §20</li> <li>12) Approval of Bike and Road Race Application-American Lung Association (9/28)</li> <li>13) Review and Approve One Day Alcohol License for Pamet Harbor Yacht Club (7/26)</li> <li>14) Review and Approve Entertainment Licenses (One Day):               <ol style="list-style-type: none"> <li>a. Truro Historical Society (7/24, 7/30, 8/11, 9/12)</li> <li>b. First Parish Congregational Church (7/15, 7/25, 7/29, 8/23)</li> </ol> </li> <li>15) Approve Use of Town Property- Friends of the Truro Meeting House- Town Hall Parking lot (7/5, 7/24, 8/21, 9/20)</li> <li>16) Fire Department Appointments: Laytin Reis and Aubrey Gordon</li> </ol>	
<b>Update on Fiscal Year 2015 Goals and Objectives</b>	<b>Robert Lawton</b>
<b>Selectmen Reports and Liaison Reports</b>	
<b>Next Meeting Agenda: August 12, 2014</b>	
<b>Town Administrator's Report</b>	



# Truro Fire Department Employment Application

344 Route 6, P.O. Box 2013

Truro, Massachusetts 02667

Phone: 508-487-7548 Fax: 508-487-6708

www.trurofirerescue.org

Truro Fire Department is an equal opportunity employer and does not discriminate against any applicant because of race, color, religion, sex, marital status, ancestry, national origin, age, disability, sexual orientation, gender identification, or any other class protected by federal, state or local law. Any person who needs assistance in participating in the application process should contact the Fire Chief.

A fully completed application is required for position applied for.

Also, "see resume" is not acceptable in any field.

## I. Contact Information

\_\_\_\_\_ Date

\_\_\_\_\_ Name

\_\_\_\_\_ Permanent Address Street City/ Town State Zipcode

\_\_\_\_\_ Date of Birth Social Security Number

\_\_\_\_\_ Telephone (home) (cell) (work)

## II. Position

\_\_\_\_\_ How did you hear about this position? Position for which you are applying

Have you ever been employed by the Truro Fire Department? \_\_\_No \_\_\_Yes If Yes, when? \_\_\_\_\_ to \_\_\_\_\_

III. Education	Name, Address, City, State	Years Attended	Degree
High School			
College			
Graduate School			
Trade, Business, Night Courses			
Military Service, Other Training			

## IV. Licenses (Please list all licenses you possess that are relative to the position you seek). A valid license is a condition of employment, where required.

Do you have a valid driver's license (Class D Auto)? Yes \_\_\_ No \_\_\_ If yes, enter expiration date. \_\_\_\_\_

Do you have a valid CDL license (Class A or B)? Yes \_\_\_ No \_\_\_ if yes, enter expiration date. \_\_\_\_\_

## V. Specialized Certifications

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## VI. Hobbies / Personal Interests

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## VII. Employment History (Please do not write "see resume")

Please account for the last 4 positions you have held. Start with your present of last employer. You may include military service and any verifiable work performed as an intern or volunteer. You \_\_\_ may \_\_\_ may not contact my present employer.

Employer	Address
Telephone	Title
Supervisor	Dates Worked
Salary Received	Reason for Leaving

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Description of Primary Duties

Employer	Address
Telephone	Title
Supervisor	Dates Worked
Salary Received	Reason for Leaving

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Description of Primary Duties

Employer	Address
Telephone	Title
Supervisor	Dates Worked
Salary Received	Reason for Leaving

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Description of Primary Duties

**VIII. References** (A minimum of 3 references is required. Please do not write "see resume")

Name	Address	Phone	Relationship
Name	Address	Phone	Relationship
Name	Address	Phone	Relationship

**IX. Medical Information**

All offers of employment are conditional upon the satisfactory completion of a Health Questionnaire and conditional upon a physical examination, including drug testing. Satisfactory fitness to perform the essential duties of the position is a condition of employment.

## X. Lie Detector Test

It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability.

## XI. Signature

**\*CAREFULLY READ ALL PARTS OF THIS APPLICATION FORM BEFORE SIGNING\***

A. I understand that acceptance of this application by the Truro Fire Department does not imply that I will be employed. (Exceptions to A is an employee filling out this application for promotional purposes only)

B. The information that I have provided is true and complete. I understand that misrepresentation or omission of any fact in my application, resume, or in any other materials or as provided during interviews, can be justification for refusal of employment or can be justification for termination from employment, if employed.

C. I understand that any offer of employment that I receive from the Truro Fire Department is contingent upon my successful completion of the pre-employment screening process including but not limited to the department receiving satisfactory references, a satisfactory criminal history and Criminal Offense Record Inquiry, satisfactory verification of driver's license or certifications where required and satisfactory completion of any required post-offer pre-employment psychological test, drug test or physical examination.

D. In processing my application for employment, the Truro Fire Department may verify all of the Information provided by me concerning, among other things, my prior employment or military record, education, character, general reputation and personal characteristics.

E. I authorize the Truro Fire Department to take whatever steps deemed necessary to obtain Information regarding my qualifications for employment including contacting my present and former employers, by contacting individuals listed as business, educational or personal references, and by contacting other individuals to provide or further clarify information about me.

F. I hereby release my present and former employers and all individuals contacted for factual information about me from any and all liability for damages arising from furnishing the requested information.

G. I understand that as a condition of employment, I may be required to furnish additional or updated medical information, that I may be required to undergo a physical examination, that I may be subject to psychological testing, that the Truro Fire Department, may request a Criminal Offense Record Inquiry (CORI check) on me, investigate my driving record or verify my license(s) or certification(s) as required for employment at any time during my employment. As a condition of employment an employee may be required to provide additional or updated information especially if this employee has been on workers comp and may require both psychological testing and an employment physical in order to allow us to have the necessary information for making a proper decision or reasonable accommodations, if necessary.

My Signature Certifies That I Have Read And Agree With All Statements Contained In This Application For Employment.

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Applicant Name (Please Print)

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Applicant Signature

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Date

# Truro Fire Department

## Recruitment and Selection of Personnel

Policy Number 100.001

Effective Date \_\_\_\_\_

Reference Documents:

Date of Last Revision \_\_\_\_\_

### **POLICY**

It is the policy of the Truro Fire Department to conduct the process of recruitment and selection in full compliance with the law and the highest ethical standards. All elements of the selection process utilized by the Truro Fire Department will be administered, scored, evaluated and interpreted in a uniform manner.

The process of general recruitment and selection of personnel is determined by the Town of Truro. The Truro Fire Department has the responsibility for processing the applicants, overseeing recruitment efforts, and managing other aspect of the personnel process within the department. The department, in conformance with procedures set forth by the Town of Truro, is responsible to maintain ongoing recruitment efforts, as well as to maintain a list of all eligible candidates for appointment to the fire department.

The Fire Chief shall develop and maintain job descriptions for all positions with the department. These descriptions shall include all elements of the essential job functions, as well as, any pre-employment prerequisites.

It shall be the responsibility of the Fire Chief to recommend the most qualified candidate whenever a vacancy occurs within the ranks. The Chief shall then advance his recommendation for appointment to the Board of Selectmen for final approval.

## **PROCEDURE**

### **RECRUITMENT ACTIVITIES:**

The Truro Fire Department is committed to making all prospective candidates aware of the need for and desirability of membership within the Truro Fire and Rescue Services. In conducting recruitment activities the department will encourage applications from all minority groups and will make every reasonable effort to see that the composition of its membership is reflective of Truro residents.

The overall goal of the department's recruitment process is to attempt to ensure that we will continue to hire and retain individuals that are a credit to the Town of Truro and profession that they serve.

### **RECRUITMENT COORDINATOR:**

The Fire Chief or his/her designee will assume the duties of recruitment coordinator. The Recruitment Coordinator work with the town's designated Affirmative Action Officer to ensure full compliance with all Equal Employment Opportunity and Affirmative Action requirements.

Specific duties shall include, but not necessarily be limited to:

1. Coordinating recruitment efforts with the Town of Truro.
2. Making appearances at local functions and utilizing various forms of media to promote membership with Truro Fire and Rescue.
3. Maintaining a file of all relevant recruitment and selection materials.
4. Keeping current department members aware of ongoing recruitment efforts.

### **SELECTION OF PERSONNEL:**

The selection of candidates for employment as members of the Truro Fire Department is primarily an internal function administered by the Fire Chief, in accordance with these policies and procedures. The final appointment of the Fire Chiefs recommended candidate(s) shall be made by the Board of Selectmen in accordance with Chapter 48, Section 42A of Massachusetts General Law, as accepted by the Town of Truro on May---2013

The department shall ensure that all applications for employment and related resumes, transcripts, or copies of licenses or certifications, as well as, all selection materials and records are properly secured and remain strictly confidential to the extent allowed by law.

To assist in the selection process the Fire Chief may choose to impanel a Candidate Selection Board to assist with the selection process.

### **PRE - EMPLOYMENT SCREENING PROCESS:**

The screening process for candidates for employment within the Truro Fire Department shall be according to the following criteria and under the direction of the Fire Chief. The process shall include but not be limited to the following steps:

1. All applicants shall be notified in writing of the various procedures involved in the screening process.
2. The candidate will be provided with a written copy of the job description for the position(s) for which they are applying.
3. The candidate must fully complete and sign the standard Truro Fire Department Employment application prior to any other pre-employment screening activity.
4. The Chief or his/her designee shall conduct an initial interview, in person or by telephone, with the candidate. The purpose of this initial interview is to provide the candidate the opportunity to become familiar with the department's application, screening and selection process.
5. After the receipt of a signed application and the initial interview the Chief may choose to begin a background investigation. Any such investigation will be only be conducted by an individual who has been properly trained in background investigations. The background check may include verification of qualifying credentials, review of any criminal record, interviews with neighbors, interviews with past and present employers; verification of listed personal references and a check on the applicant's credit.
6. A second interview of the applicant using valid, useful and non-discriminatory procedures shall be conducted. The Chief may choose to utilize a Candidate Selection Board to assist in determining the candidate's ability and qualifications for the position.
7. After the completion of the above process the Chief shall reach a determination as to whether the candidate shall remain under consideration for potential employment.
8. After this determination has been reached, the Chief shall notify the candidate of his/her status as it relates to further consideration.
9. Should the Chief determine that the candidate is in fact of further consideration and that a vacancy exists within the department he may wish to make a conditional offer of employment to the candidate.
10. Any conditional offer of employment shall be subject to the following provisions:
  - A. Final appointment of any member is subject to the approval of the Truro Board of Selectmen in their capacity as the appointing authority for the Fire Department.
  - B. Successful completion of an Initial-Hire Medical examination for Firefighter, conducted in accordance with the Commonwealth of Massachusetts Human Resources medical standards for this position. This examination will be

- conducted at no cost to the candidate and will be conducted by the Town's designated physician. There will also be a pre-employment drug screening.
- C. The Town may also elect to conduct a psychological exam of the candidate. If conducted, it will be done at the Town's expense utilizing a qualified professional selected by the Town.
  - D. The Town may also elect to require that the candidate be administered the Commonwealth of Massachusetts Human Resources Physical Fitness/Physical Abilities Test (PAT TEST). The cost of the testing will be paid by the Town.
  - E. An applicant who fails the initial PAT test will be notified by the Fire Chief or his/her designee and will be provided with a second opportunity to retest.
  - F. Regarding the screening process, no applicant will be allowed to pass on to the next step until successfully completing the previous requirement. If the applicant fails a step in the process, he/she shall be given responsible opportunity to rectify or correct the deficiency, and if successful, allowed to continue in the selection process. Notification of failure in the screening process shall be in writing to the applicant and provide at the soonest opportunity.

#### **REVIEW OF POLCY AND PROCEDURE**

This policy and its related procedures shall be reviewed annually by the Chief and Labor Counsel to ensure that they fully comply with all applicable federal, state and local laws.



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Brian Davis, Chief of Department



KYLE TAKAKJIAN  
CHIEF OF POLICE

CRAIG DANZIGER  
LT. / EXECUTIVE OFFICER

Truro Police Department  
Quarterly Report, Ending June 30, 2014

The Truro Police Department is pleased to submit its quarterly report ending June 30th, 2014. Our members continue to work very hard to deliver professional police services to all of our citizens and visitors alike. In summary:

- 1) Officer In-Service Training for FY14 was completed by all Officers on our roster. This upcoming year, the Municipal Police Training Committee's (MPTC) budget has been increased to 5 million dollars. This translates to some much needed relief in our fees paid for mandated In-Service training.
- 2) The Public Safety Facility lightning protection system has been installed. Additionally, the public safety facility is no longer dependent upon AT&T for emergency power. A self-contained generator unit now owned and maintained by the Town of Truro, supplies backup emergency power to our entire facility.
- 3) Two of our Motorcycle Officers volunteered their time to attend and participate in the National Law Enforcement Officers Memorial Week in Washington DC. They joined other Officers from Cape Cod, all over the United States, United Kingdom, Japan, Germany, Australia, France and others. While in DC, each day – Officers worked 8 to 10 hours starting with attending roll-call briefings and receiving daily team and duty assignments at Washington Regan International Airport. From there, escorted families and Police Department members of Officers killed in the line of duty to events within the city. This event, not only provided the opportunity to train and operate with other officers on an international scale within the Incident Command Structure (ICS), but also "Honored our Profession" in a way that builds honor, integrity and professionalism in the field of policing. We are proud of Officer Bayer and Lieutenant Danziger's representation of the Town of Truro at this event.
- 4) Sergeant Holway, along with members of the Department completed and graduated 8 members of Truro's second Citizen's Police Academy. The course spanned 6 weeks covering topics such as Police Resources and Equipment, Patrol Procedures, OUI Detection, Communications, K9 and Special Operations, Court System and Investigations, School Resource Officers, Community Policing and Ethics in Policing. The course attendees thoroughly enjoyed the program and provided very positive feedback. The Truro Police Department will run another course over the winter.
- 5) Mr. Leo Rose Jr. and Thomas Roda were recently hired filling one remaining vacancy and one of the two new additional positions authorized at Town Meeting. Both will be attending the Police Academy starting in September.
- 6) One member of our Communications staff is out of work for a significant issue and highlights the importance of a robust pool of part time Telecommunicators.

- 7) Both of the Departments new Police Cruisers are here and in service.
- 8) The Cape Cod Regional Law Enforcement Council has been working with the Barnstable County Sheriff's Department and the District Attorney's Office to bring NARCAN into service with Police Departments Cape wide. Departments must comply with the regulatory requirements of the Massachusetts Department of Public Health regulations 105 CMR 171.000 for FIRST RESPONDER agencies. This process entails policy development, a memorandum of understanding with a Medical Control Physician for medical oversight, identifying and training a department medical liaison officer (Sgt. Holway), completing application for and receiving permitting for the Department of Public Health's Controlled Substances Registration for Municipalities and Non-Municipal Public Agencies for use of Nerve Agent Antidotes in Accordance with the Controlled Substances Act, M.G.L. Chapter 94C. Once that's completed, training our staff in house, obtaining the NARCAN kits and placing them in service
- 9) Statistics for arrests through the first half of the year are about the same as last year (67) with 12 of the 67 for OUI – Alcohol/Drugs.

Respectfully Submitted,

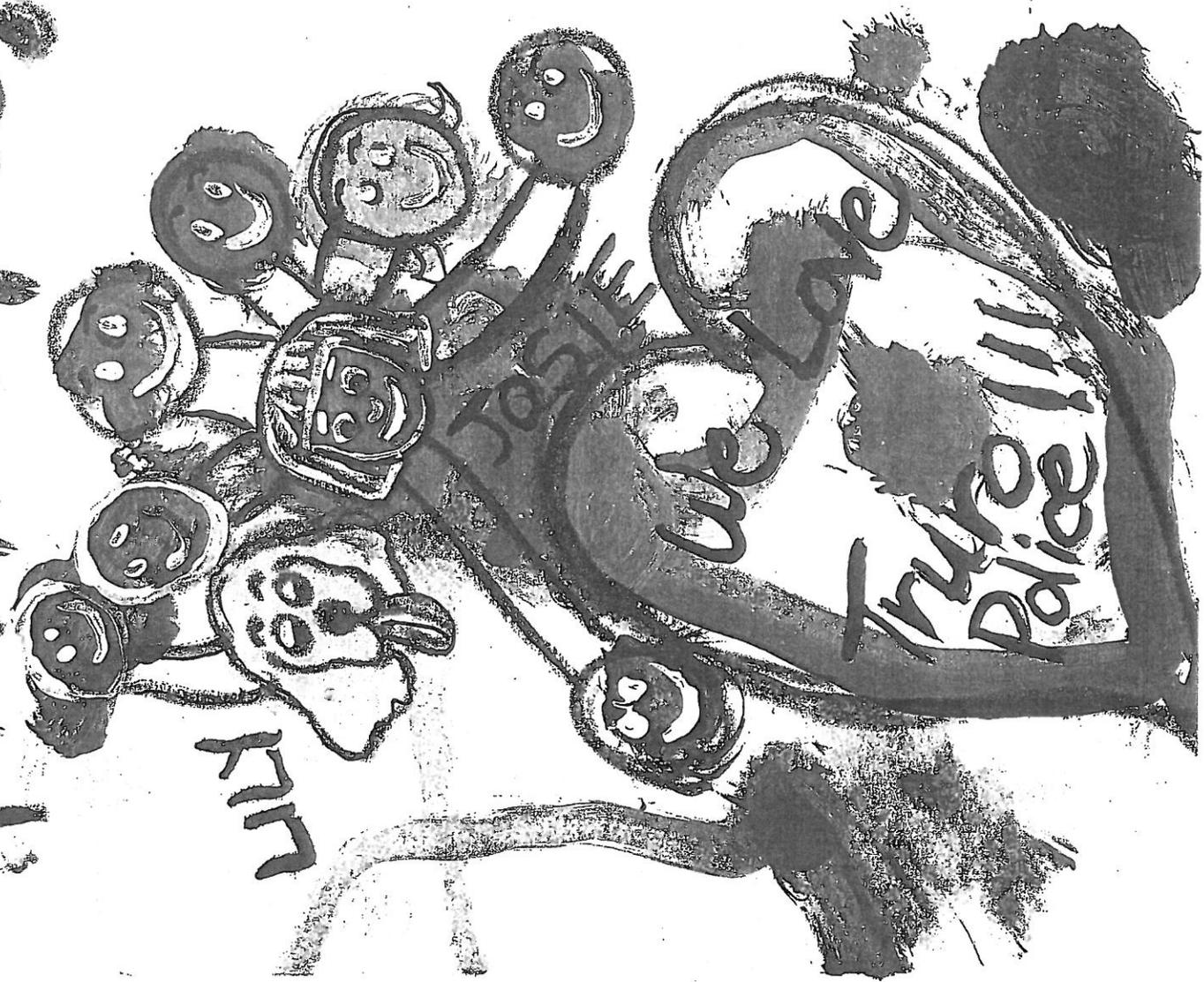


Kyle Takakjian  
Chief of Police

For Date: 06/29/2014 - Sunday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>	<u>Priority</u>	<u>Duplicate</u>
14-6924	1003	Walk-In - THANK YOU	Services Rendered	3	
Call Taker:		T226 - HIGGINS, LAWRENCE			
Primary Id:		T226 - HIGGINS, LAWRENCE			
Jurisdiction:		Truro			
Fire District:		District 1-2			
Party Entered By:		06/29/2014 1006 T226 - HIGGINS, LAWRENCE			
Calling/Inv. Party:		PERZANOWSKI, TAMMY @ 2 VIENNA LN - CLINTON, CT 06413 303-824-3500			
		SSN: 000002830 DOB: 00/00/0000			
Narrative:		06/29/2014 1009 HIGGINS, LAWRENCE			
Modified By:		06/30/2014 2359 CALDWELL, TIMOTHY			
		TAMMY PERZANOWSKI STOPPED AT THE STATION TO THANK THE OFFICER AND DISPATCHER THAT RESPONDED TO HER DAUGHTERS DISABLED MOTOR VEHICLE CALL ON JUNE 12, 2014 ON HEAD OF THE MEADOW ROAD. (OFFICER BAYER AND DISPATCHER BRESNAHAN) CALL #14-6229. LEFT INFORMATION FOR CHIEF TAKAKJIAN.			

THANK YOU!



KIT

2014.

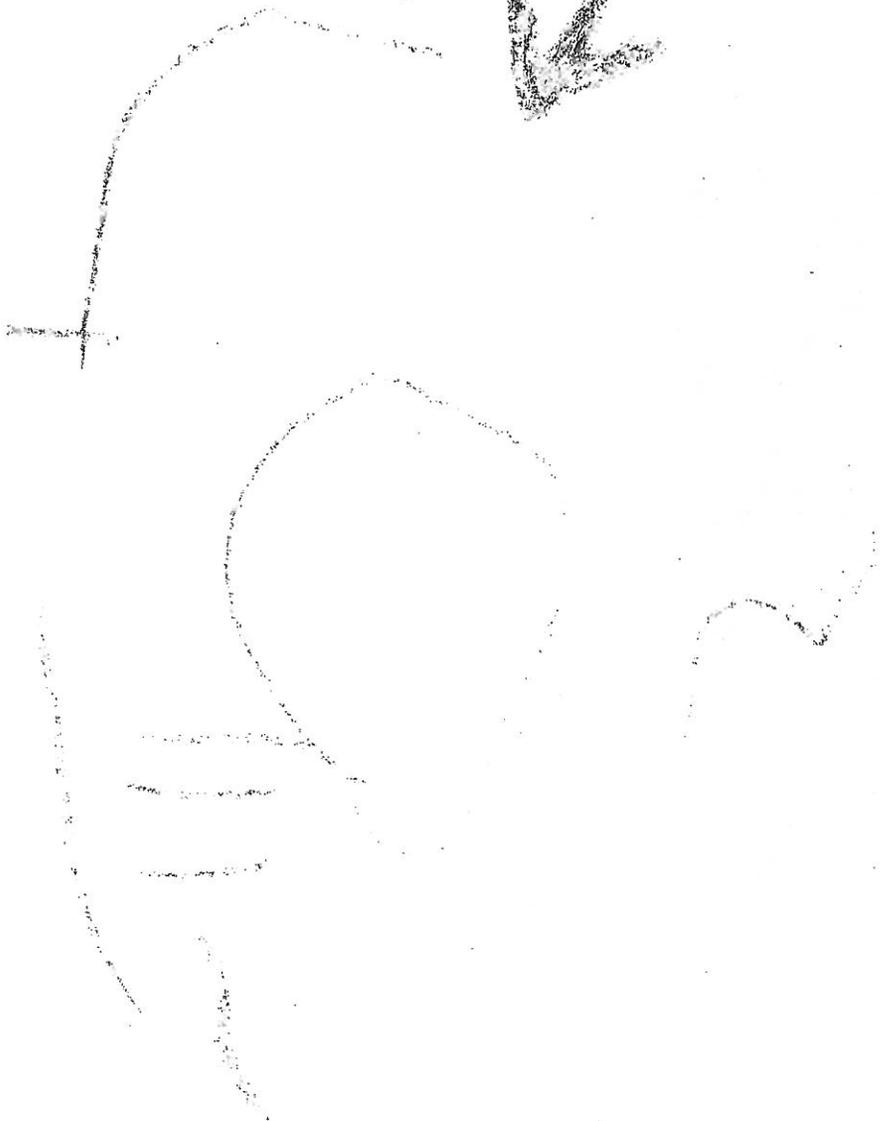
Dear Truro Police Department,

Words cannot express the gratitude in our hearts for finding our little girl, Josie, and our dog, Lily, at the Pamet.

It is every parent's nightmare to turn around and not see their child where they were standing just moments ago.

The Truro Police team were swift in recovering our Josie and we are so proud of the work you do. As you can imagine, we will be watching her every step in the future but we feel safe knowing you are there to help & serve the town of

Josie



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# While Truro Sleeps...

Folks in need are moments away,  
From being rescued and safe each and every day

There is nary a moment while Truro sleeps,  
That our law enforcement are not out there on the beat.

They silently watch over our beautiful place,  
To keep us happy, to keep us safe.

We hardly know they are out there until a moment of need,  
When our world's blow up, they are there with lightening speed.



It is something to behold, the impact they have,  
Though unless we are troubled, we will not see the badge.

They are heroes in the wings,

They are our Truro Police,  
Truro Fire  
and Truro EMTs...

Wellfleet Police Department  
36 Gross Hill Road  
Wellfleet, MA 02667  
(508) 349-3702  
(508) 349-7683 facsimile

## PRESS RELEASE

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On June 2, 2014 at approximately 10:02 pm, Officer Kevin LaRocco while on patrol observed a vehicle at the end of Old Wharf Road, a public way in Wellfleet with the interior light on. As Officer LaRocco approached the vehicle he could see 2 individuals (a male and female) in the vehicle. The male party sitting in the passenger seat was known to Off. LaRocco as David Darakjy, 29 years of age, from Wellfleet, through prior experience. It was also known that David Darakjy has 2 outstanding arrest warrants. As the vehicle the vehicle attempted to leave the area Off. LaRocco conducted a motor vehicle stop and identified the female operator as Jessi Willet, 22 years of age, from Hyannis. It was determined at the scene that Jessi Willet's right to operate a motor vehicle in Massachusetts is currently under suspension.

Further investigation at the scene and with the assistance of officers from Eastham, Truro and the Barnstable County Sheriff's Office, a large amount of money, heroin and drug paraphernalia were seized at the scene:

23.4 grams of Heroin  
1 Digital scale  
8 Hypodermic needles  
1 White plastic latex glove with missing three fingers  
12 Gift cards valuing \$1,579.58  
\$1,956 in cash

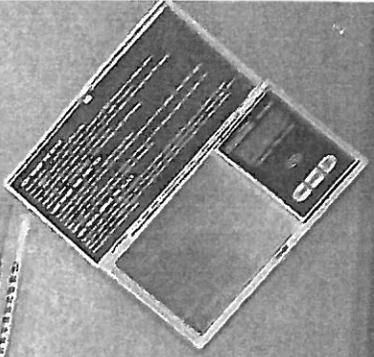
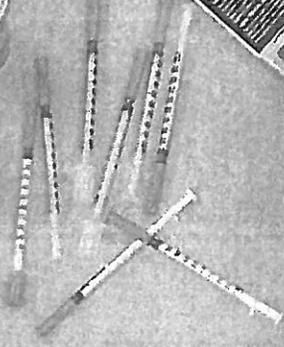
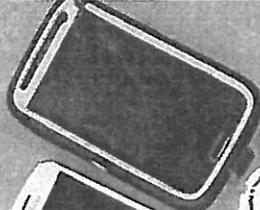
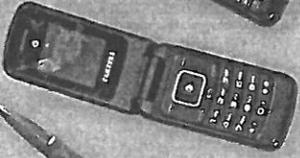
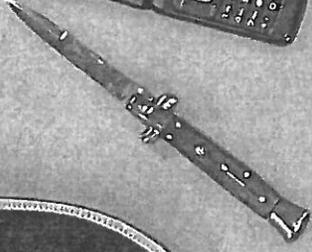
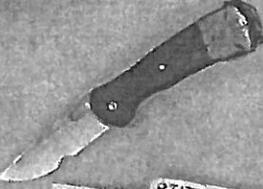
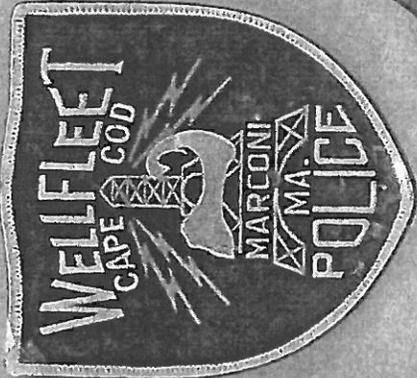
Arrested at the scene:

David P. Darakjy, 29 years of age  
Wellfleet, MA

Jessi M. Willet 22 years of age  
Hyannis, MA

Warrant arrest  
Warrant arrest  
Possession to distribute Heroin  
Trafficking in Heroin  
Possession of Heroin

Operating a MV with a suspended license  
Possession to distribute Heroin  
Trafficking in Heroin  
Possession of Heroin



13 Fisher Road  
P.O. Box # 1105  
Truro, MA 02666-1105  
May 5, 2014

Officer Craig Bayer  
Truro Police Department  
344 Route 6  
P.O. Box # 995  
Truro, MA 02666-0995

Dear Officer Bayer,

Please accept my sincere thanks and expression of appreciation for your courtesy "Ride-Along" on Saturday, May 3<sup>rd</sup>.

The "Ride-Along" presented me with a new dimension on the myriad of responsibilities that are routine in the lives of our Truro Police Officers. I was particularly impressed with the back-up support of your fellow on-duty Officer and the integral role the dispatchers have in coordinating our Police Department with other towns and the safety of our community. I'm sure there is a lot of departmental support behind the scenes that should be recognized.

The citizens of Truro are extraordinarily fortunate to have such an outstanding and progressive Department.

Thank you for bringing your considerable skills and integrity to Truro. Your professionalism and consideration of others is demonstrably exemplary. You are a credit and an asset to the Truro Police Department.

Respectfully yours,

  
Bruce Boleyn

CC: Chief Kyle Takakjian

Chief Takakjian,

Thank you for taking your time out of your schedule to attend this year's White Ribbon Day! We look forward to even more towns being involved next year. Please contact me or have whomever may be interested in next year's event contact me: [malder@yarmouth.ma.us](mailto:malder@yarmouth.ma.us).

Thank you!!

Melissa Alden



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## MEMO

**To: Board of Selectmen**

**From:** Robert C. Lawton Jr. 

**Date:** July 10, 2014

**Re:** Legal Services

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In response to the Board of Selectmen's goal number 23, I have attached two documents which I used in the Town of Yarmouth when we were selecting a new general counsel for the town.

Selection of Town Counsel is under the authority of the Board of Selectmen, in accordance with the town charter, the selection of General Counsel is exempt from the state procurement law, chapter 30 B. The method we used was to solicit qualifications and pricing from various attorneys or firms with which we were familiar. The Board of Selectmen then reviewed the information and made a choice of General Counsel for the town.

If you decide to proceed I would be happy to review in more detail the steps we had taken to select a new General Counsel.

January 14, 2009

Attorney Michael Ford  
72 Rt. 28  
West Harwich, MA 02671

Dear Attorney Ford:

Our long time town counsel, John Creney, unexpectedly died several weeks ago. The town would now like to engage new general counsel and I would ask you to submit a proposal.

You or your firm would be named as general counsel for the Town of Yarmouth. Your responsibilities would include but not be limited to providing timely legal advice on interpretations of various MA General Laws, overseeing litigation in the areas of zoning violations, building code violations, land acquisitions and related actions. You would be required to attend all annual and special town meetings, some Selectmen's Meetings although very limited. We would ask you to write the Board of Appeals decisions, write and/or review annual or special town meeting articles. The town currently engages and would continue to engage special counsel for collective bargaining matters and hire other specialists to deal with particular matters such as airport issues and DPU Siting Board issues.

I would ask that as part of your letter of interest that you submit a brief resume of you and those others who you have in your organization who would be providing legal services on a regular basis to the town. If you are part of a group the town would require that one attorney be designated as the primary contact for all of the town's legal matters with the primary attorney being responsible for coordinating other specialists within your organization and provide the town with one bill which would cover various attorneys which you would be using. The town may designate special billing arrangements for community preservation act legal matters and in certain other areas where there is a specific funding source other than general legal counsel funds.

I would ask that you provide me with this information by no later than January 15<sup>th</sup>, 2009. After receipt of the material I will review the written submissions and most likely contact you for a discussion to clarify any points regarding the providing of such legal services, discuss your availability and other matters where you may have questions. I would then make a recommendation and/or presentation to the Board of Selectmen who under the Yarmouth Charter are the appointing authority for general counsel. We look forward to receiving your response.

Respectfully,

Robert C. Lawton Jr.  
Town Administrator

Mp3

Name	Location	currently Town Counsel yes/no	years as an Attorney	years as a municipal counsel	speciality areas	# of Attorneys	hourly rate
Michael D. Ford	W. Harwich	yes	31	23 Orleans 10 Wellfleet	municipal law land use permitting, R.E.	2 Ford/Stinson	\$160.00 \$75.00 paralegal
Bruce P. Gilmore	Y. Port	yes	40	22 Chatham 3 Barnstable 26 CCRTA 15+ Fire Districts	municipal law land use, permits contracts, planning	2 Gilmore/Murphy	\$175.00
David S. Reid	S. Yarmouth	no	29	Special Counsel Brewster, S. Dennis Historic District	land use permitting, R.E.	1	\$145.00
Peter I. Freeman	Centerville	no	32	Consult-Brookline zoning,	Land use, affordable housing zoning, R.E.	2 Freeman/Kiefer	\$195 \$95.00 paralegal
John W. Giorgio	Boston/Chatham	yes	35	Harwich Sandwich Provincetown PT Wellfleet PT Eastham	municipal law procurement environmental law	2 Giorgio/Quirk 2 alternates	\$165
Charles S. McLaughlin Jr.	Barnstable Town Hall	yes	34	12 Barnstable	municipal law permitting land use, purchase housing, contracts	3 McLaughlin/Weil Houghton	\$100,000 annual

**Town of Truro  
Town Counsel Evaluation Results**

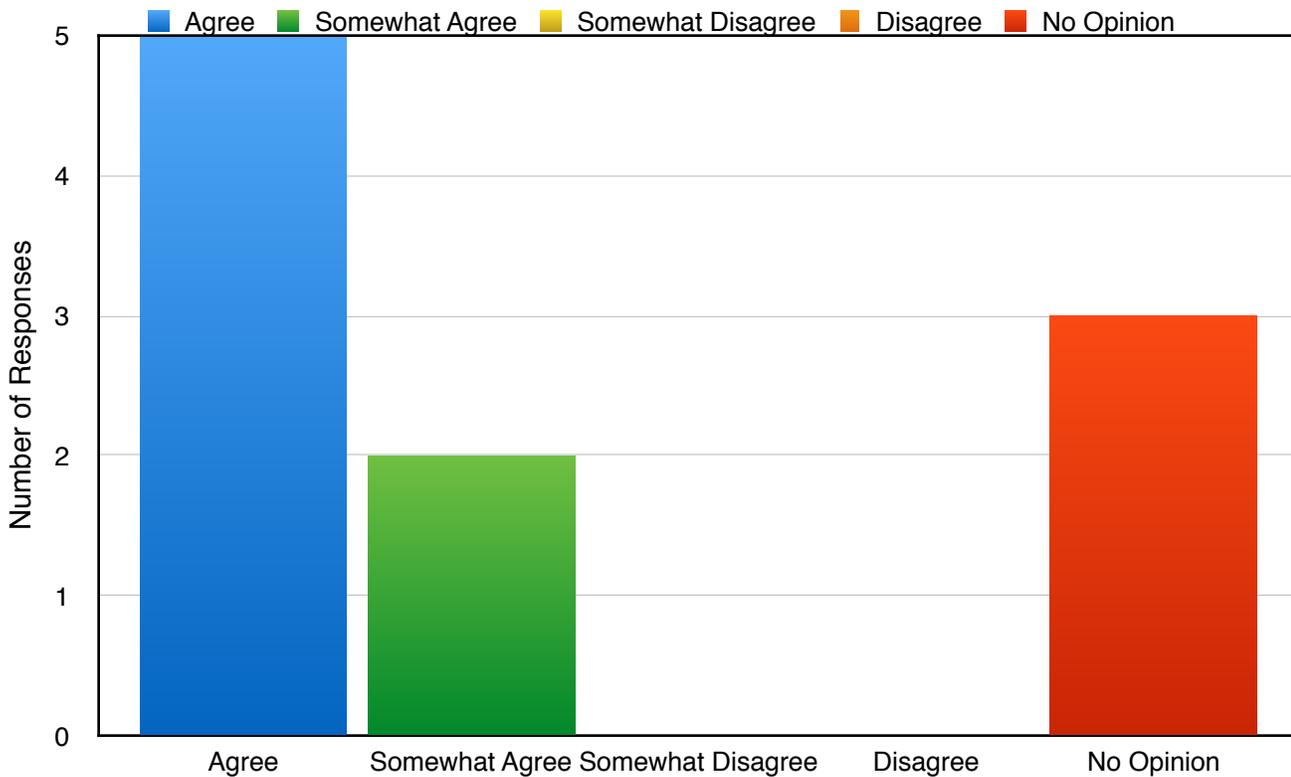
**Findings are based on 10 completed surveys. Surveys were distributed to all Members of the Board of Selectmen, the Acting Town Administrator and Department Heads and Committee Chairs that have regular interactions with Town Counsel. Surveys were anonymous.**

Respondents were asked to assess the following statements on a four point scale.

- 1 = Agree
- 2 = Somewhat Agree
- 3 = Somewhat Disagree
- 4 = Disagree
- N = No Opinion

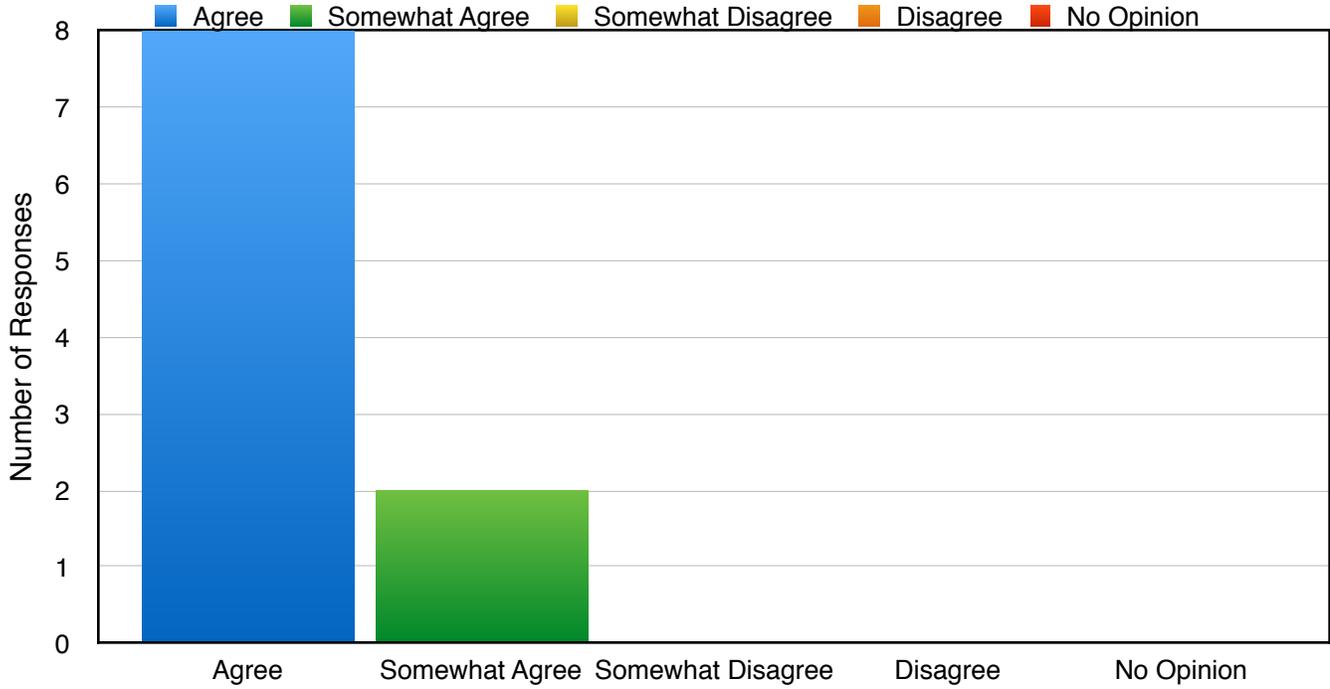
**Town Counsel demonstrates a thorough understanding of municipal law.**

Average = 1.3      Median = 1



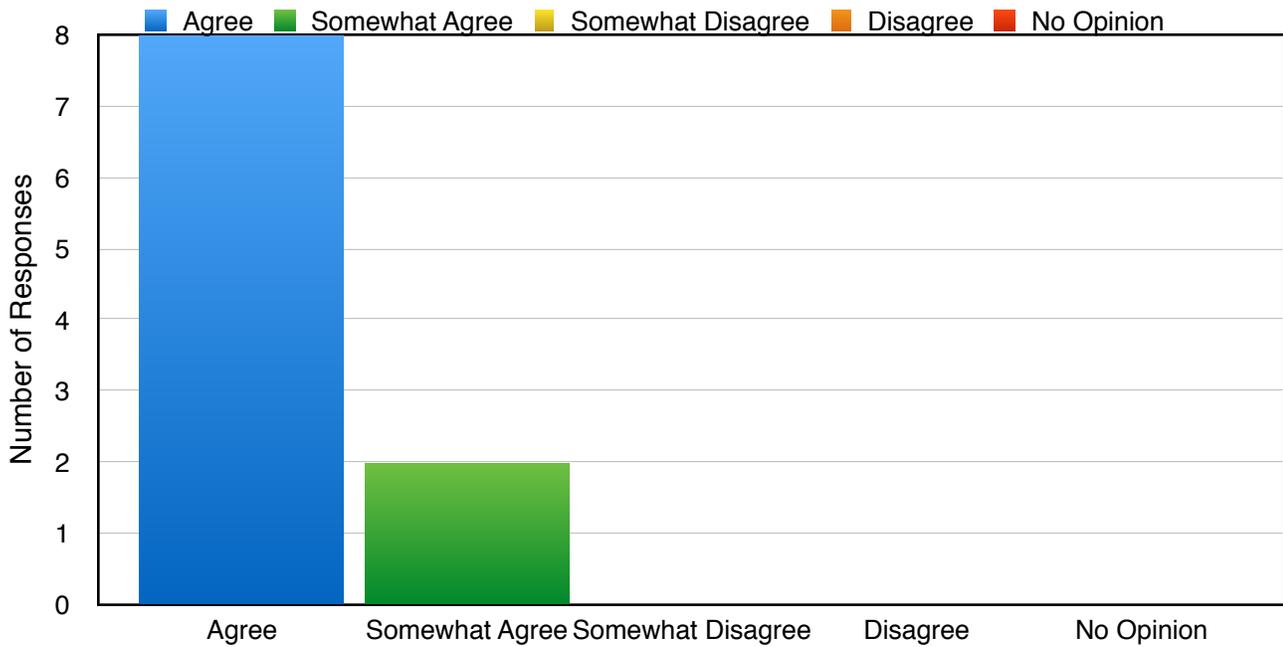
**Town Counsel services are accessible when I need them.**

Average = 1.2      Median = 1



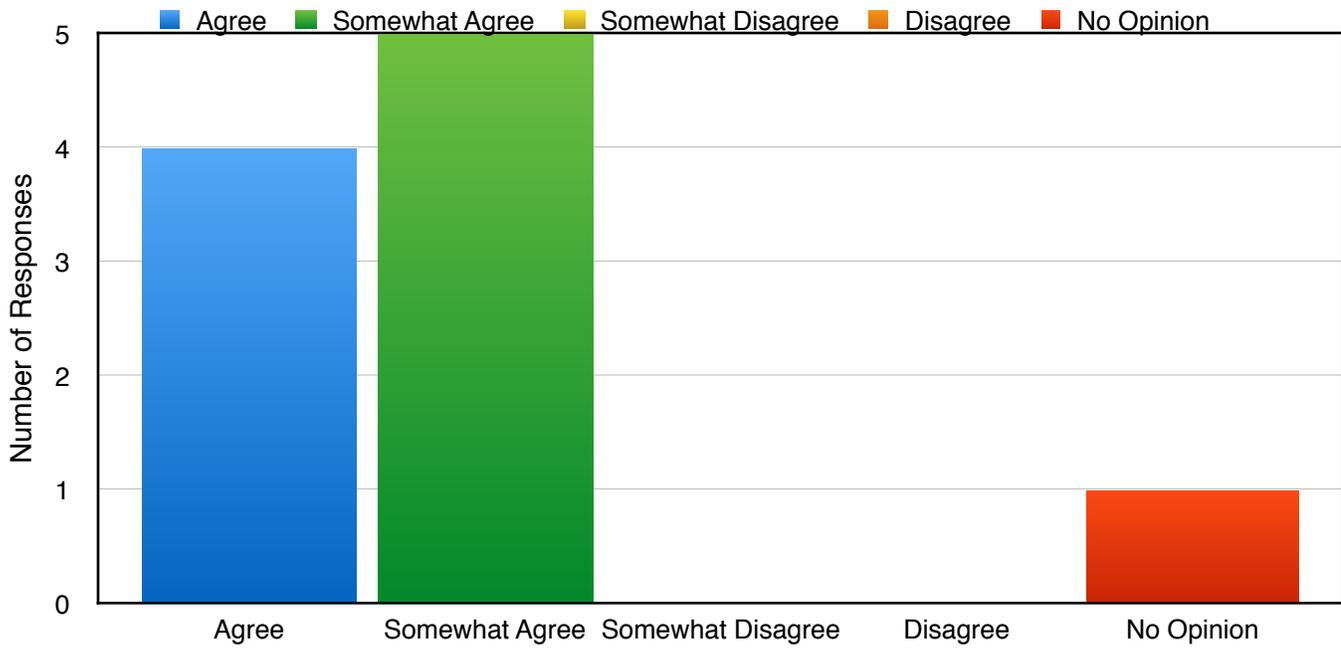
**Town Counsel provides timely responses to requests for information and opinions.**

Average = 1.2      Median = 1



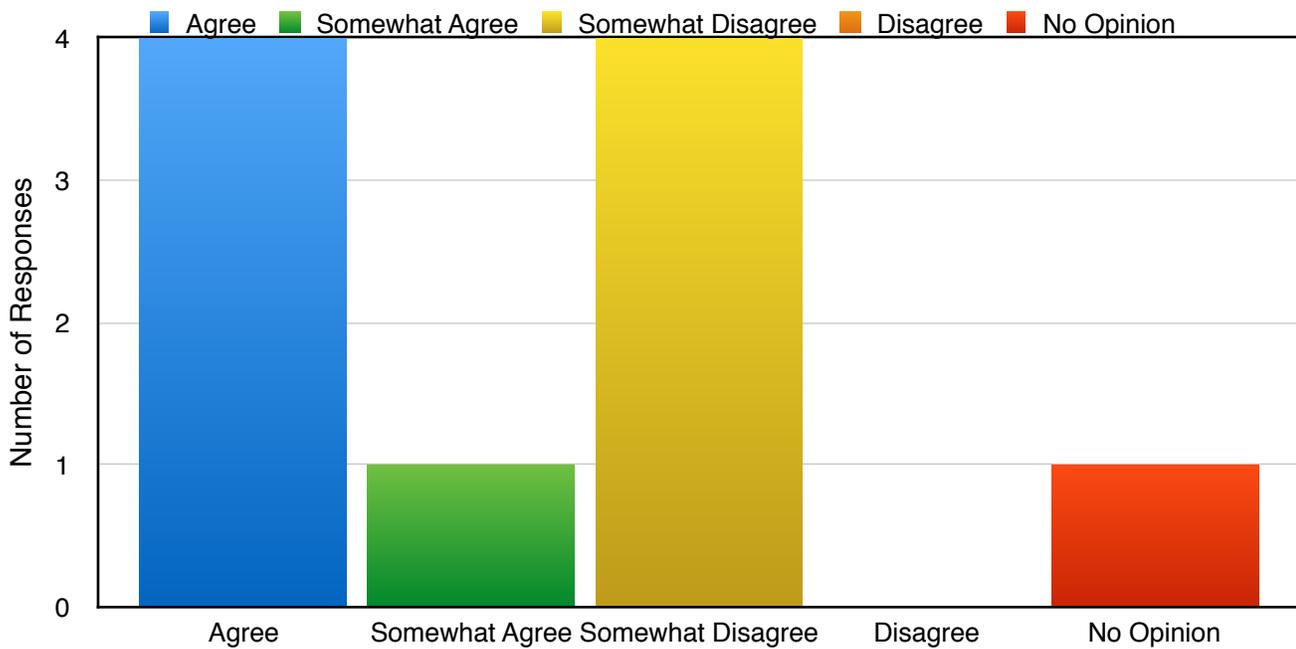
**Town Counsel takes the time to understand the issues (s) I need assistance with.**

Average = 1.6      Median = 2



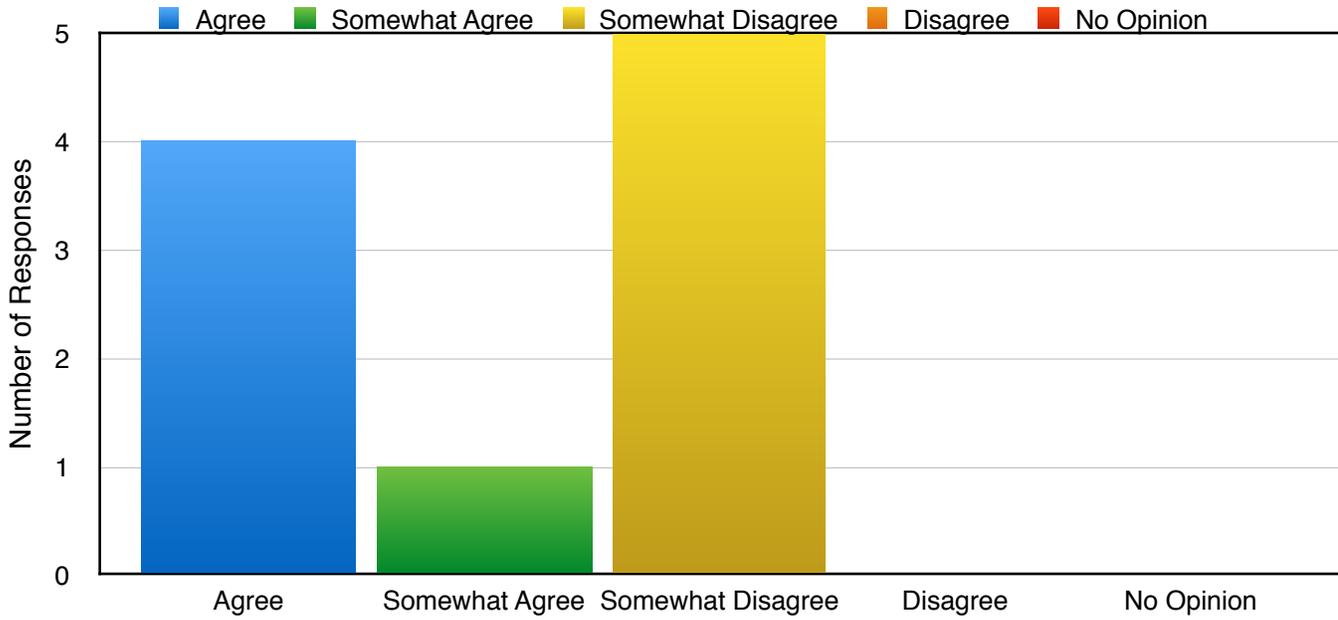
**Town Counsel's written communications are clear and understandable.**

Average = 2      Median = 2



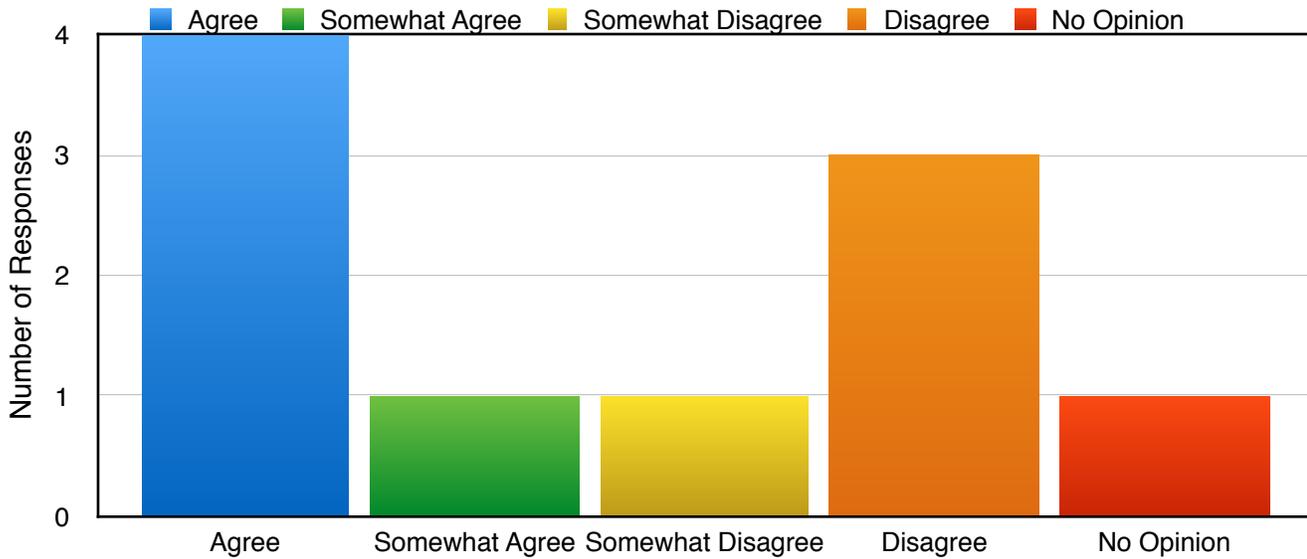
**Town Counsel's oral communications are clear and understandable.**

Average = 2.1      Median = 2.5



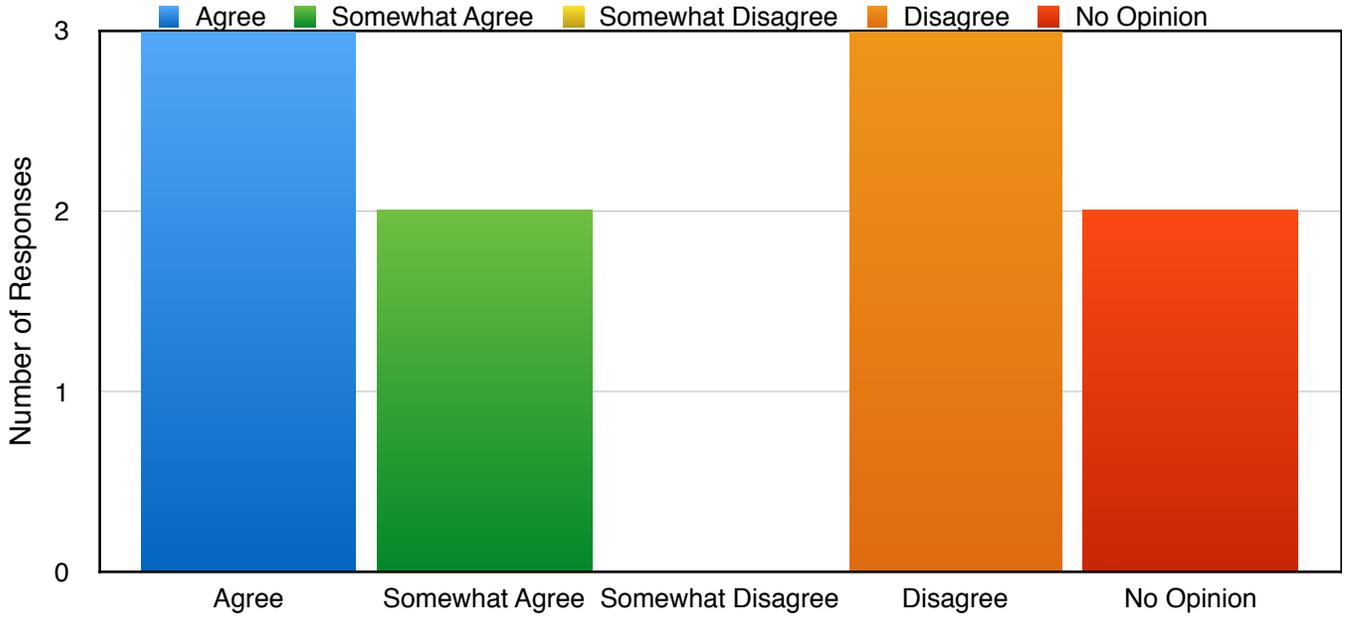
**I have confidence in Town Counsel.**

Average = 2.3      Median = 2



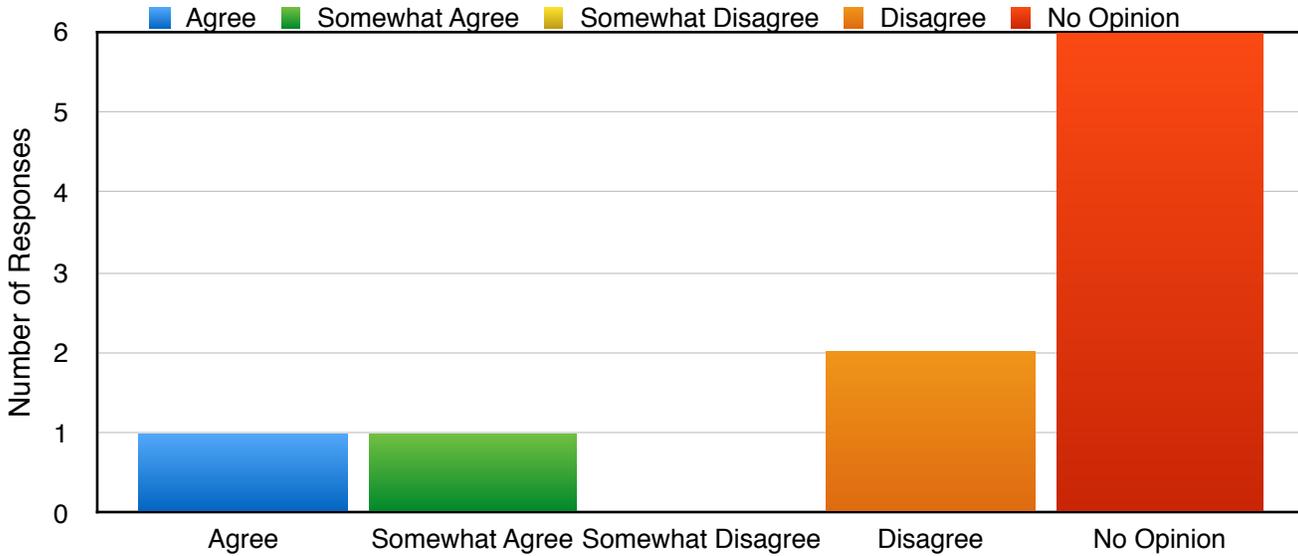
**Town Counsel keeps me up to date on issues and policy relevant to my job.**

Average = 2.4      Median = 2



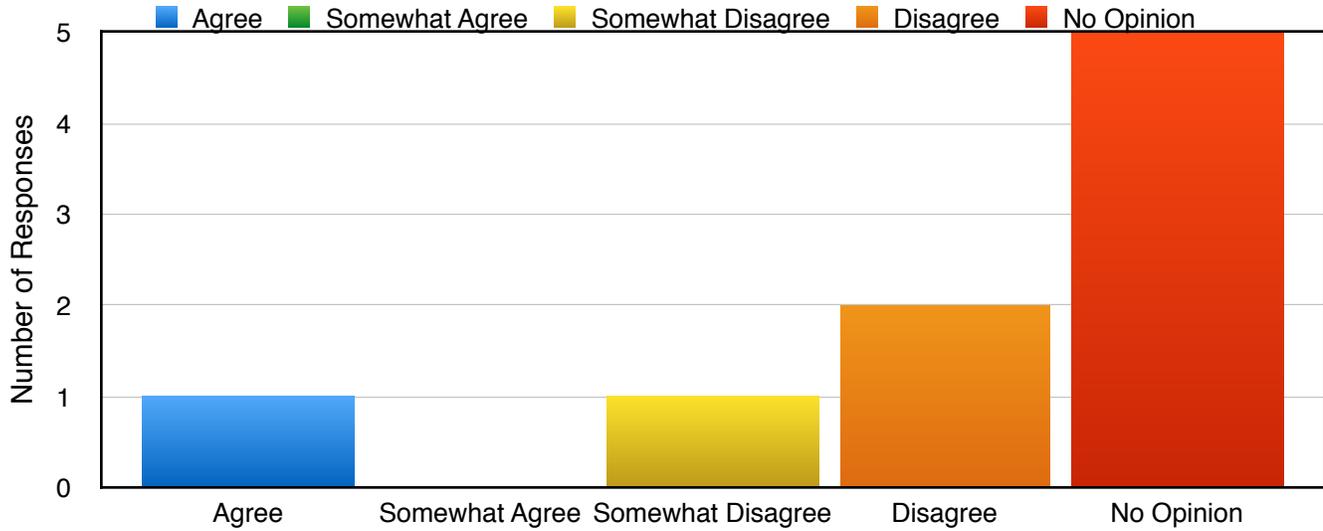
**Town Counsel uses time efficiently.**

Average = 2.8      Median = 3



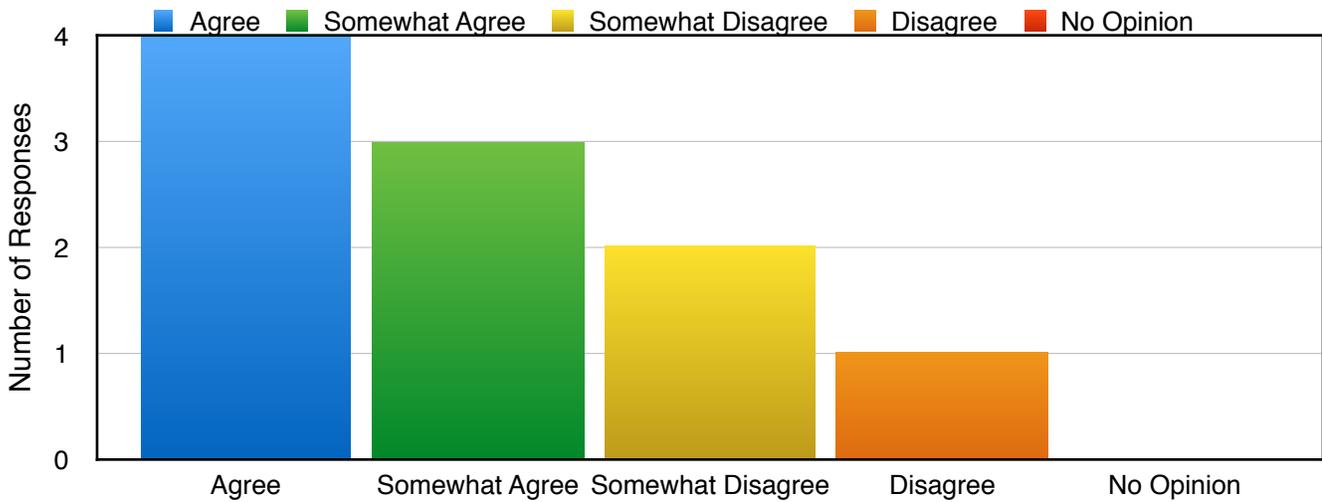
**Town Counsel handles cases and requests with consideration to cost savings for the Town of Truro.**

Average = 2.6      Median = 3



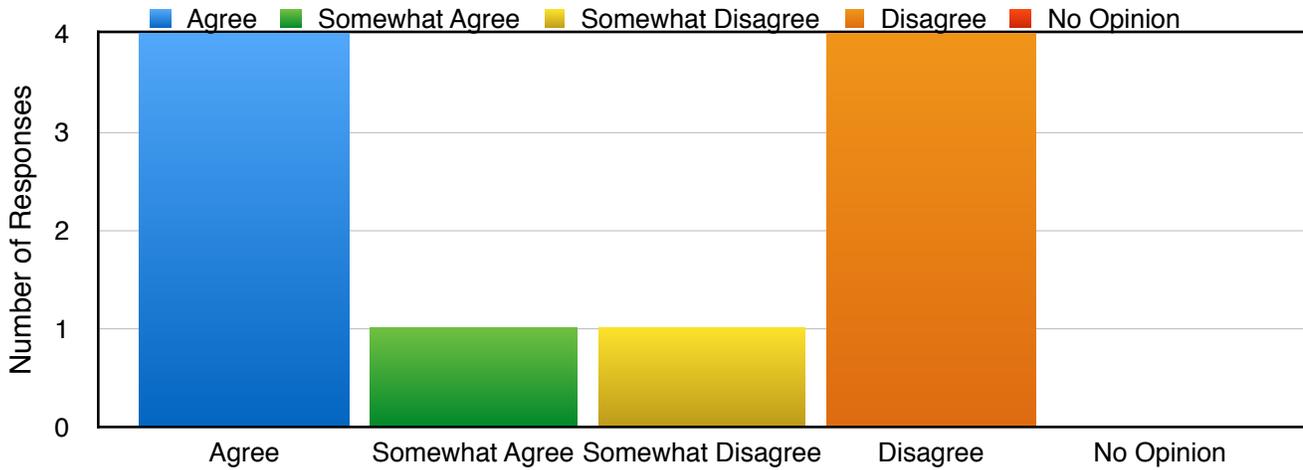
**Town Counsel works well with my committee or department.**

Average = 2      Median = 2



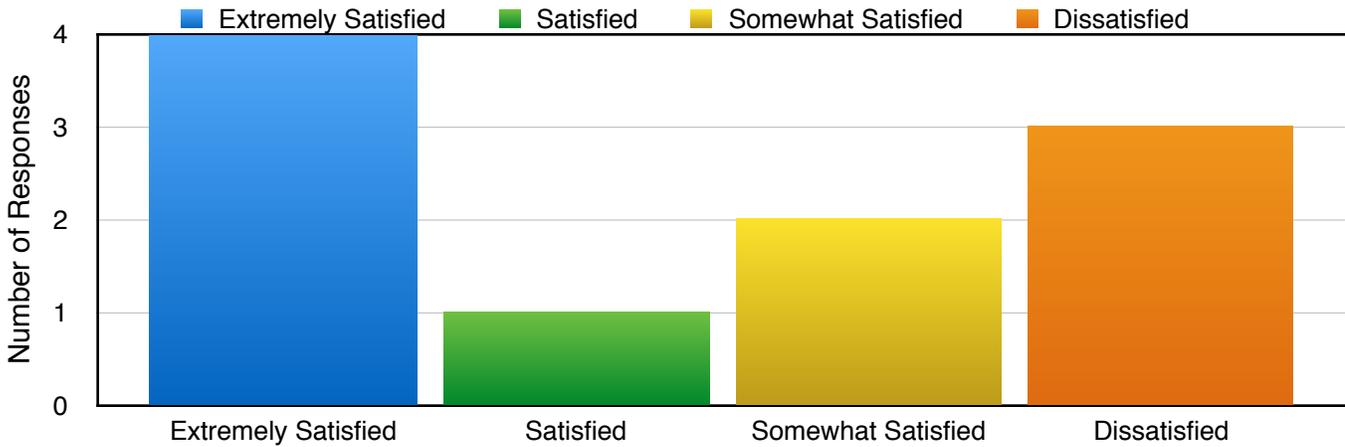
**Town Council is regarded as having a high degree of professionalism and integrity.**

Average = 2.5      Median = 2.5

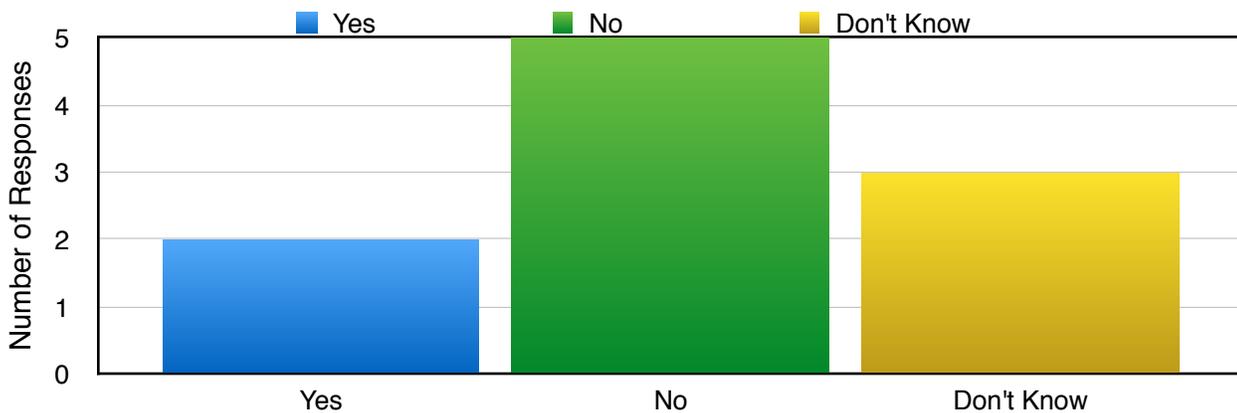


**Overall, how satisfied are you with the services of Town Council?**

Average = 2.5      Median = 2.5



**Are you aware of other municipalities that utilize Zisson & Veara as counsel or special counsel?**



**The survey included three open-ended questions. Responses to those questions are summarized below.**

**Please describe your assessment of the strengths of Town Counsel?**

Several respondents noted that Town Counsel was readily accessible and available, provided timely responses to questions and had good follow-up. Several respondents commented that the firm's long history of serving the Town was a plus. That their historical perspective and institutional memory is an asset to the town and it would be a loss if the Town switched providers. One respondent expressed concern that now that Ed Veara is becoming more removed that institutional memory may no longer be as strong or provide an advantage over other firms. One respondent commended Town Counsel for being respectful of the demands placed on Town staff's time when he needed information or guidance from them. In addition, individual respondents felt that Town Counsel was paying attention to important matters, is generally well prepared and when asked provides clear direction and advice.

**Please describe area (s) you feel could improve on?**

Several respondents felt that Town Counsel could be more concise during meetings. One noted that Town Counsel's written opinions were often "very wordy" and difficult for the lay person to understand. Two respondents noted that Town Counsel was quick to point out problems or issues but rarely offered solutions or possible next steps without being asked. One respondent noted that Town Counsel does not develop relationships with the heads of volunteer Boards and Committees like he does with Town staff. Another wished that Town Counsel would be more proactive by paying attention to relevant cases and case law and to pass that information along to the appropriate committees with a brief analysis as to how it affects that Committee's work. One respondent wished that Town Counsel would do more to facilitate decision making and consensus building when he presents information.

**Is there anything else you would like to add?**

Nearly half of respondents had concerns related to ethics and ethical behavior. Several noted the judgment issued against Town Counsel and wondered why the Town was continuing to engage Zisson & Veara in light of this judgment. Several respondents had concerns around fees and billing practices. While one noted that fee comparisons to other towns were unfair, more had questions about why Truro was paying more even with a lower hourly rate than other providers in neighboring towns. Two respondents hoped that Truro's bills were being scrutinized regularly to make sure that billing was being done correctly.

## **AGREEMENT**

The following Agreement is made and entered into between Human Resources Services, Inc. (hereinafter referred to as "HRS, Inc.") and the Town of Truro, Massachusetts (hereinafter referred to as the "the Town").

### **I. SCOPE OF SERVICES**

In accordance with this Agreement, HRS, Inc. will perform general personnel consulting work to develop a Compensation and Classification Study, and Performance Evaluation System and Training for the Town of Truro, Massachusetts. This agreement is in accordance with the detailed Scope of Services in the attached proposal to the Town dated September 16, 2013.

### **II. PERIOD OF PERFORMANCE**

The study will be completed in a timely manner. Performance hereunder will commence within 30 (thirty) days of the signing of this contract and will be completed within five – six months. Completion of the services within this period depends upon information being made available to HRS, Inc. as provided below, upon prompt responses of employees of the Town to inquiries by HRS, Inc., and timely review by the Town of materials submitted by HRS, Inc. Any delays in providing such information, responses or reviews will correspondingly extend the period of performance.

### **III. PRODUCT**

Human Resources Services, Inc. will submit printed and electronic final recommendations to the Town of Truro, Massachusetts on all consulting assignments.

### **IV. AVAILABILITY OF INFORMATION**

The Town agrees to make available promptly upon HRS, Inc.'s request any and all reasonable information which HRS, Inc. may deem necessary for the progress and successful conclusion of this engagement.

**V. FEES**

Human Resources Services, Inc. will provide the Scope of Services and Product under this Agreement for the fixed fee for professional services of **\$19,000**. Payment shall be made as follows: One-third of the total project cost (\$6,333) shall be paid upon initiation of the project; One-third (\$6,333) shall be paid following completion of preliminary findings; and, Final One-third (\$6,334) shall be paid upon conclusion and delivery of the final product and services.

HRS, Inc. shall invoice the Town for services rendered and payment of each invoice is due within thirty (30) days of the invoice date. HRS, Inc. may suspend the performance of future services until overdue payments are received.

**VI. PERSONNEL TO BE ASSIGNED.**

The contact person for Human Resources Services, Inc. will be Aleksandra E. Stapczynski, Project Manager and Principal Consultant. The day-to-day contact person for the Town of Truro will be Rex Peterson, Town Administrator, or any person designated by the Town Administrator. The Town Administrator or his designee shall be responsible for reviewing the work performed and relaying to the Principal Consultant any questions or concerns relative to the same.

**VII. STANDARD OF PERFORMANCE**

Human Resources Services, Inc. will perform the Services in a professional and responsible manner. However, such performance and the Product to be delivered involve matters of judgment and opinion. Therefore, HRS, Inc.'s responsibility and any liability under this Agreement are limited to providing the Services and Product in a professional and responsible manner.

To the extent that the Services and Product involve recommendations as to a particular company, person, system or product to be chosen by the Town, the Town shall be responsible for the ultimate selection of the company, person, system or product and HRS, Inc. shall have no responsibility or liability for the performance of the same, provided that HRS, Inc. has acted in a professional and responsible manner.

**VIII. AMENDMENT OR TERMINATION**

This Agreement contains all of the terms and provisions of the agreement between the parties and can be amended only by a written document signed on behalf of both parties. In the event either party believes the other party is not fulfilling its obligations hereunder, it shall notify the contact person of the other party in writing specifying such failure. If the other party does not resolve such failure to the reasonable satisfaction of the notifying party within 30 days, the notifying party may terminate this Agreement by written notice to the other party. Nothing herein shall prevent HRS, Inc. from suspending the performance of services when its invoices have not been paid as provided above. Upon termination of this Agreement the Town of Truro shall pay HRS, Inc. for all services performed prior to such termination.

**IX. AUTHORIZATION**

The individuals signing this Agreement warrant that each of them is authorized to sign it on behalf of the party he or she has signed for, and the individuals signing on behalf of the Town of Truro warrants that funds are available for Human Resources Services, Inc.'s fees.

**X. SIGNED**

Human Resources Services, Inc.

Town of Truro, MA

By: Aleksandra E. Stapczynski  
Aleksandra E. Stapczynski  
President, HRS  
Date: October 5, 2013

By: [Signature]  
Chair, Board of Selectmen  
for the Town of Truro  
Date: 10/15/2013

Truro Board of Selectmen  
Meeting Minutes – July 8th, 2014  
Truro Town Hall, 5:00pm

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

Others Present: Co-Acting Town Administrator Robert Lawton

Chair Jay Coburn called the meeting to order at 5:00 p.m.

**Public Comment Period**

No Public Comment was heard.

**Review, Approve and Authorize the Vice-Chair to sign contract for Waste Disposal**

*Coburn recused himself. Wisotzky Chaired.*

Wisotzky thanked everyone for their hard work on the Solid Waste Disposal contract<sup>1</sup>. Weinstein deferred to Paul Morris for helping with the cost analysis. Weinstein reported that previously the Board of Selectmen had discussed what was construed as “Acceptable Waste”. Mr. Morris added that the town has had a long history with SEMASS with no issues. Weinstein remarked that there is a “Change in Law” clause and explained the purpose of it being in the proposals of both New Bedford Waste and ABC Disposal. He noted that it is unlikely to remove that language from the contracts. Weinstein noted that the language was made specific in the contract with regards to white goods and single polymer plastic. It was noted that SEMASS has a facility in Yarmouth for the delivery of the Solid Waste. There was an extensive analysis done per ton on both New Bedford Waste and SEMASS. SEMASS has closer transportation for delivery of the Solid Waste and has served the town well over the years. Mr. Morris concurred that it is a good option to have the transportation to Yarmouth for a savings to the DPW department. He spoke of the cost of transporting waste to Yarmouth versus Rochester. Dan Balboni stated that New Bedford Waste had offered \$16.50 per ton for a transportation rate with Mike Camara. There was a discussion on the fee at \$19 per ton rate that was initially sent in an email addressed to town counsel and a discussion on the difference in savings.

It was noted on the current contract before the Board of Selectmen stated a \$19 per ton dollar rate.

Wisotzky thanked the Representatives of New Bedford Waste for attending the meeting.

**Weinstein moved that the Board of Selectmen enter into a Solid Waste Contract with Covanta SEMASS for a term of 5 years and Authorize the Chair to sign. Burgess seconded the motion. So voted 4-0. Coburn had recused himself.**

*Coburn returned to the meeting.*

**TFRAC Implementation Update with Bob Loomer (MRI) and Chief Davis**

Chief Davis explained that Bob Loomer of Municipal Resources Inc started on June 17th. He stated that he and Mr. Loomer are accomplishing a lot with training and recruitment. Labor Counsel Jack Dolan, will be working with them on the 9th to create a hiring policy. Mr. Loomer thanked everyone for being so welcoming. He commented that he had been involved in the initial study of the department with MRI and he was excited to implement those suggested changes in order to move the department forward. Mr. Loomer stated that he has met with the Command staff to see what their goals are and

their roles on the Department. He added that he and the Chief are going to meet with all employees to see what training and gear they need. Mr. Loomer added that he and the Chief will be meeting with Labor Counsel to go over the hiring policies and applications. It is also on their agenda to look at all the Rules and Regulations. Worthington thanked Mr. Loomer for assisting their Fire and Rescue Department. Worthington asked how Mr. Loomer was approaching the lack of qualified personnel. He responded that Fire Department has limited personnel with training needed in Fire Fighting and EMS.

Weinstein asked with regards to the submitted MRI report if Chief Davis or Mr. Loomer were resolving the issue of conflict with certain employees. Chief Davis responded that the conflict in particular cannot be addressed yet because the priority lies with getting more EMS qualified people on the Department. Mr. Loomer responded that there can be conflict in departments of this size when people have to wear multiple hats. He added that their mission is to rebuild the organization and bring people up in the ranks. He discussed the need to advertise the two positions to make sure that the procedure for equal opportunity is in place.

Coburn stated that he was well aware of the need for additional assistance and stated concern that there was not an emergency facility for people on the Lower Cape closer than the Cape Cod Hospital. Wisotzky recapped that there will be a meeting with Counsel Dolan tomorrow. It was noted that there is an urgency to bring more people on to the Department.

### **Review and Approve Goals and Objectives assignments**

Coburn explained that each Goal and Objective<sup>2</sup> needs assigned Board of Selectmen liaisons to assist with implementation. He stated that numbers 1-4 should be overseen by himself and Weinstein. Worthington and Weinstein were assigned to number 5. The number 6 Goal related to the Housing Authority was assigned to Wisotzky. Number 7 with regards to the Economic Development was assigned to Worthington and Wisotzky. The DPW facility goal number 8 went to Worthington. Number 9 was assigned to Wisotzky and Burgess. The Goals (#10 & #11) pertaining to Ballston Beach and other erosion issues at town beach parking lots was given to Burgess and Worthington to oversee. Goal # 12 was given to Burgess and # 13 was given to Wisotzky. The goal pertaining to Solid Waste (#14) would be over seen by Weinstein and Burgess. Goal number 15 pertaining to safe roadways was given to Burgess. Emergency Management training Goal number 16 went to Coburn. Goal number 17 will continue with Worthington. The new goal (#18) related to kenneling lost and stray pets were given to Burgess. Outreach and Community relations Goal number 19 & 20 was given to Coburn. Goal #21 related to the broad band internet service was given to Weinstein and Wisotzky. Goal Number #22 related to enhancing communication with Town Employees was given to Coburn and Wisotzky. Goal number 23 related to legal services will be overseen by Coburn and Weinstein. The Wage and Classification Goal number 24 will be managed by Wisotzky. Goal number 25 regarding labor contracts will be supervised by Coburn. The evaluations of the Police Chief, Fire Chief and Town Administrator will be reviewed under Goal number 26 and supervised by Burgess and Wisotzky. Goal number 27 with respect to working collaboratively with neighboring towns and entities will be supervised by Weinstein and Coburn. It was agreed that once a month the review of the Goals and Objectives will be an Agenda discussion item. Mr. Lawton stated that at the next meeting he will update the Board of Selectmen on progress that has been made on a number of the Goals. Burgess asked if a Board of Selectmen member could use their own initiatives in seeking assistance with goals as there may be outside sources that can help. It was agreed that she could reach out to the Cape Cod National Seashore and the Center for Coastal Studies along with strategizing with Worthington and Mr. Lawton.

### **Review and Approve Board of Selectmen Office Hours**

Wisotzky stated that they are welcome to hold Office Hours at the Framers' Market. It was discussed to have Office Hours twice a month for 2 hours, located at the Farmers' Market and the Transfer station. The DPW will provide signage, a table and chairs. If there are any changes, they should go through the Selectmen's Office.

### **Review and Approve Contract Negotiations Team**

Mr. Lawton referred to a memo that was drafted to the Board of Selectmen<sup>3</sup> in which he suggested that he and Charleen Greenhalgh be involved instead with the Union negotiations and report back and receive direction from the Board of Selectmen. Worthington expressed how important she felt that it was for the Board of Selectmen to be at the negotiation meetings. Coburn stated that Legal Counsel, Jack Dolan has spoken with some of the members of the Board of Selectmen conveying how helpful it is to not have Select Board members present at negotiations. Worthington interjected that this was the first she was hearing this suggested by Counsel. Mr. Lawton explained that it is unusual for the Board of Selectmen to be present during negotiations. Worthington asked for a specific reason as to why it would be changed after years of allowing Board of Selectmen to attend.

Wisotzky stated concern that some Board of Selectmen members may be apprised to Attorney Dolan's opinion when other members did not get a chance to speak with him. He suggested that perhaps Attorney Dolan come before the whole Board at the next meeting. Worthington again questioned the need to change past practice. Coburn explained that the Town Administrator and Labor Counsel will both be present for the negotiations. Worthington considered this to be a big change and asked that this be decided as a whole Board. Weinstein added that he was not a part of the conversations either and felt that the simplest remedy would be to invite Labor Counsel to come before them. Wisotzky agreed while noting this should happen soon as the bargaining needs to be decided in time for the budget. There was a brief discussion on the Wage and Classification Study and when job descriptions would be made available to the Board of Selectmen. Mr. Loomer explained that Department Heads were reviewing their job description now. It was noted that negotiations should commence once all those facts and figures are in from the Wage and Classification Study. Coburn added that the job descriptions need to be readied soon. Wisotzky added that the study relates to bargaining and substance. Mr. Lawton responded that the job descriptions should be before the Board of Selectmen at the first meeting in August.

### **Consent Agenda**

- 1) Review and Approve Meeting Minutes June 10, 17 and 25<sup>th</sup>, 2014<sup>4</sup>
- 2) Review and Approve and Authorize Chair to sign contracts for: Barnstable County IT Inter-municipal contract; Tyler Technologies Agreement; Truro Chamber of Commerce Contract; Videographer contract with Eliza Harned<sup>5</sup>
- 3) Review and Approve and Authorize Mrs. Greenhalgh to sign Cape Net-Authorize<sup>6</sup>
- 4) Appointment of Rebecca Bruyn to Truro Cultural Council<sup>7</sup>
- 5) Reappointments to Boards and Committees<sup>8</sup> {John Goff-Pamet Harbor Commission; Janice Allee-Zoning Board of Appeals;Fredd Todd-Historical Review Board; David Perry-Historical Review Board; Tom Roda-Bike and Walkways Committee; Richard Larkin-CPC Representative to the Historical Commission & Historical Commission; Susan Roderick- Bike and Walkways Committee; Dana Pazolt-Shellfish Advisory Committee; Kenneth Hawkey-Truro Cultural Council; Amy Rogers-Commission on Disabilities; Pat Pajaron-Truro representative to the Cape Cod Water Collaborative}

- 6) Approve the extension of appointments for the TA Search Committee to expire upon the hiring of the new Town Administrator
- 7) Review and Approve One Day Alcohol License and Charity Wine License Application for Truro Historical Society at Highland Museum-July 24, July 30, Aug 11, Sept 3, Sept 12, Sept 30 (Wine and Malt)<sup>9</sup>
- 8) Review and Approve Entertainment Licenses (One Day): Friends of the Truro Meeting House-June 21<sup>st</sup> and July 22; Truro Vineyards –June 20, July 11<sup>10</sup>
- 9) Acceptance of resignation and thank you letter- Marinna Matricardi, Zoning Board of Appeals<sup>11</sup>

Burgess questioned if the IT contract was the source for E-Permitting. Mr. Lawton explained that was a different program through the County. Coburn explained the need for the IT County Contract and that it was a renewal. It was explained what the Cape Net contract was for and whether the cuts in the budget at the County level will affect this contract. It was explained that Cape Net will provide high-speed internet to three municipal buildings in town; School, Town Hall, DPW and Police through a Cape Cod Commission bid. Weinstein asked for the Barnstable County IT contract to be held for the explanation of the Scope of Services and how it pertains to the “Service Level Agreement” and he questioned the Cape Net contract. David Wennerberg, the IT Director stated that both contracts cover important services for the Town. Mr. Wennerberg explained that the County IT contract is a continuation of the existing contract and the services are a tremendous amount of help for him. He explained where the fiber would be run for high speed internet. Mr. Wennerberg explained the contract with Eliza Harned; the videographer will be paid hourly, the same rate she receives now for an average of 2-3 hours of work additionally on the town website from funds through Comcast. Coburn asked that the Chamber Contract be withheld, due to more information being needed on their marketing strategy. Burgess commented that she had a slight correction in the minutes that she sent in advance of the meeting. She read her correction into the record. Wisotzky read his correction into the record.

**Burgess moved to approve all the items in the Consent Agenda with the exception of #2C (Truro Chamber Contract). Weinstein seconded the motion. So voted unanimously 5-0.**

### **Selectmen Reports and Liaison Reports**

**Worthington** –Nothing to report.

**Wisotzky**- He explained that the Housing Authority is currently working on three projects. He stated that the Habitat House project proposed for along Route 6 has been appealed by an abutter. Habitat for Humanity was not scheduled to begin work until April 2016. He described the other property locations as being 2 North Union Field Rd and property next to the Public Safety Facility. Wisotzky also added that Lisa Tobias is now the Vice-Chair of the Planning Board and the Planning Board’s CPC Representative.

**Weinstein**– He commented that the Charter Review Committee is moving forward with further revisions to the Charter. He stated that he, Coburn and Burgess attended the Non-Resident Tax payers Association annual meeting. He added that his main concern from the meeting was how misinformed people were regarding Town Meeting Articles. Weinstein discussed the meeting that took place at the Pamet Harbor with stake holders and Jack Sheppard, the Fishing and Boating Access Director. The meeting clarified the CMR Regulations. There are clear rules and regulations according to the Land Management Agreement. There are two dozen spaces that are not available to Charter fisherman. There are restrictions for the parking based on the CMR regulations. Parking will be restricted to retrieving and launching of boats, Kayaks and mooring holders. DPW has been authorized to create signage for the harbor parking lot. Weinstein stated that this will help facilitate the Harbor Masters role. Placards will be made to hang from the rear view mirror for those that are permitted to park. He stated that there were some residents that had displeasure with this request. The Town of Truro never

enforced the regulations which always existed there. Mr. Lawton stated that Mr. Shephard was great at clarifying things with respect to the Land Management Agreement. Mr. Silva has been notified as to what had transpired. The Land Management Agreement must be reviewed and approved by the Pamet Harbor Commission and the Board of Selectmen. The parking will be based on first come first serve with no date or time specified.

**Burgess**-She stated that there was a Cape Cod National Seashore meeting on June 9<sup>th</sup>. There is a new Shore Bird management plan which will start in early fall. She stated that the ponds have high levels of Mercury that affect the fish in the water. June 23<sup>rd</sup> the School Committee had their meeting. There was a celebration for School Principal Brian Davis for his years of Service at the Truro Central School. Burgess stated that PARC Standardized testing will be replacing the MCATS. The new Superintendent, Mike Gradone at Truro Center School began his official duties. The Historical Commission met on June 28<sup>th</sup>. She referred the Chair of the Historical Commission to Truro's IT Director for assistance with their webpage on the town website. She spoke of the building maintenance issues at the Cobb Library. At the Historical Review Board meeting there was a discussion of the process for a building to go before the board, also the Meeting House is now listed on the National Historical Landmark registry.

**Coburn**-stated that the Housing with Love Walk for affordable housing is Monday July 14<sup>th</sup> and begins at 8:30am. He will be walking with Lori Meads and Barbara Wood. It is a benefit walk for affordable housing.

#### **Next meeting Agenda July 22, 2014**

Mr. Lawton stated that he will be giving an update on the Goals and Objectives. Weinstein stated that he would like to start the conversation again regarding legal services. Mr. Lawton explained that the Town of Yarmouth went through a similar exercise and he will bring forth the matrix used at the meeting on the 22<sup>nd</sup>. Weinstein also brought to the Board's attention that there was a letter received by the Board of Selectmen from someone who applied but did not receive a town position for the Senior Tax program. Mr. Lawton responded that there was correspondence sent to the individual that there were no available positions. Worthington added that there should be more positions available for seniors. Weinstein asked that the number of positions be made available on the next Agenda. It was also noted to release any executive session minutes that pertain to discussions on the Solid Waste Contract.

#### **Town Administrator Report<sup>12</sup>**

Mr. Lawton cited the information that was provided in the Board of Selectmen packet for the Town Administrator report. He reported that he was in receipt of Paul Morris' letter of intent to retire in December. He explained that he is in communications with the Provincetown Banner for a quote on legal and classified ad placements. Mr. Lawton mentioned that a letter was sent to the County Commissioners regarding the dredging of the Pamet Harbor; also remaining in the packet is documentation from the Town Clerk regarding the Charter changes being placed on a ballot and the Tax Title information that was requested.

**At 7:00pm Wisotzky moved to adjourn the meeting. Weinstein seconded the motion. So voted unanimously: 5-0.**

Respectfully submitted,  
Nicole Tudor, Board of Selectmen Secretary

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Jay Coburn, Chairman

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Paul Wisotzky, Vice-Chairman

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Janet W. Worthington, Clerk

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Robert Weinstein

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Maureen Burgess  
Board of Selectmen  
Town of Truro

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<sup>1</sup> Solid Waste Disposal Contracts for ABC New Bedford Waste and SEMASS Covanta

<sup>2</sup> FY15 Goals and Objectives

<sup>3</sup> Robert Lawton memo to Board of Selectmen re: Contract negotiations June 11,2014

<sup>4</sup> Minutes from June 10, June 17, and June 25

<sup>5</sup> Contracts for Barnstable County IT, Inter-municipal, Tyler Technologies, Truro Chamber Contract, Videographer contract

<sup>6</sup> Cape Net Contract with Cape Cod Commission

<sup>7</sup> Application to serve –Rebecca Bruyn for Truro Cultural Council and email from Chair

<sup>8</sup> Application to serve from John Goff-Pamet Harbor Commission; Janice Allee-Zoning Board of Appeals;Fredd Todd-Historical Review Board; David Perry-Historical Review Board; Tom Roda-Bike and Walkways Committee; Richard Larkin-CPC Representative to the Historical Commission & Historical Commission; Susan Roderick- Bike and Walkways Committee; Dana Pazolt-Shellfish Advisory Committee; Kenneth Hawkey-Truro Cultural Council; Amy Rogers-Commission on Disabilities; Pat Pajaron-Truro representative to the Cape Cod Water Collaborative

<sup>9</sup> Application for One Day Alcohol License and Charity Wine License Application for Truro Historical Society at Highland Museum-July 24, July 30, Aug 11, Sept 3, Sept 12, Sept 30 (Wine and Malt)

<sup>10</sup> Application for Entertainment Licenses (One Day): Friends of the Truro Meeting House-June 21<sup>st</sup> and July 22; Truro Vineyards –June 20, July 11

<sup>11</sup> Thank you letter to Marinna Matricardi, Zoning Board of Appeals

<sup>12</sup> Town Administrator Report July 8, 2014



KYLE TAKAKJIAN  
CHIEF OF POLICE

CRAIG DANZIGER  
LT. / EXECUTIVE OFFICER

TO: Truro Board of Selectmen  
FROM: Chief Kyle Takakjian   
RE: Declaration of Excess Property  
DATE: July 10, 2014

I respectfully request that the following equipment be designated as excess / surplus property and authorized for disposal, transfer or sale.

1. Motorola MSR-2000 VHF Base Station Radio – C73GSB-1145A – 482CKE0315
2. Motorola MSR-2000 VHF Base Station Radio – C73GSB-11453 – 482CPN0323
3. 2 Associated Base Station Cabinets

Estimated value (Total) is \$ 200.00.

#



# TOWN OF TRURO

Charleen L. Greenhalgh, ATA/Planner  
P.O. Box 2030, Truro, MA 02666  
Tel: (508) 349-7004, Ext. 27 Fax: (508) 349-5505  
asstownadm@truro-ma.gov

July 16, 2014

To: Board of Selectmen  
Cc: Brian Davis, Fire Chief  
Robert F. Loomer, Fire/EMS Consultant  
Trudi Brazil, Town Accountant  
Steve Roderick, LCAA Treasurer  
From: Charleen Greenhalgh, Acting Town Administrator and Town Planner  
Re: Lower Cape Ambulance Contract July 1, 2014 – June 30, 2017

On July 2, 2014 Chief Davis, Mr. Loomer, Mrs. Brazil and I met to review the contract submitted by Lower Cape Ambulance. Changes and/or amendments were proposed by the group and forwarded to Town Counsel, Lower Cape Ambulance Association, Inc. and Attorney Melanie O'Keefe. All the recommended changes were acceptable to Town Counsel, Lower Cape Ambulance and Attorney O'Keefe. Ms. O'Keefe forwarded an email on July 9, 2014 indicating Lower Cape Ambulances acceptance. The attached copy incorporates all the changes/amendments.

At this time, and on behalf of all involved, we respectfully request the Board of Selectmen's approval of this contact.

**AMBULANCE SERVICE AGREEMENT**  
**By and Between the**  
**Lower Cape Ambulance Association, Inc.**  
**and the**  
**Town of Truro, Massachusetts**

This Agreement is entered into between the LOWER CAPE AMBULANCE ASSOCIATION, INC., 25 Shank Painter Road, P.O. Box 1721, Provincetown, MA 02657, a licensed ambulance service and duly organized Massachusetts corporation, hereinafter referred to as LCAA, and the Town of Truro, Massachusetts, with a principal place of business at Town Hall Road, P.O. Box 2030, Truro, Massachusetts 02666, hereinafter referred to as "TRURO".

WHEREAS, there is a need for Advanced Life Support (ALS) ambulance service in TRURO;

WHEREAS, TRURO desires to ensure the availability of ALS ambulance services to their residents;

WHEREAS, LCAA has the experience and resources available to arrange for the provision of such ambulance services and has arranged for the provision of past ambulance services to TRURO under separate agreement;

WHEREAS, TRURO desires to enter into a new agreement with LCAA to ensure the continued delivery of ambulance services to its residents;

NOW THEREFORE, in consideration of the foregoing terms and conditions hereinafter contained, the parties, intending to be legally bound, hereby agree as follows:

**A. Term of Agreement**

The initial term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2014 and ending on June 30, 2017 (the "Termination Date"). In the event that the terms of a renewal have not been fully negotiated on or before the Termination Date, then at the request of TRURO, LCAA shall continue to provide the types of services set forth in this Agreement upon the same terms and conditions contained herein (including compensation) until such time as a new agreement is negotiated.

**B. Services to Be Provided**

- 1) LCAA shall provide Advanced Life Support (hereafter ALS) and Basic Life Support (hereinafter, BLS) ambulance service to TRURO on the terms and conditions set forth in this Agreement. As part of this ambulance service, LCAA shall respond to all calls for medical service received through TRURO's 911 systems. It is acknowledged by TRURO that LCAA provides ambulance services to multiple municipalities utilizing its two ambulances. In the event that an LCAA ambulance is unavailable because it is already responding to other calls or is enroute to medical facilities, LCAA may utilize an ambulance belonging to one of the municipalities to which it provides ambulance services. LCAA shall ensure that all patients that require emergency transport service shall receive such service.
- 2) LCAA on duty personnel will not respond to automatic fire alarms, trouble alarms or panic alarms received through dispatch unless specifically requested by the incident commander of that particular call. LCAA on duty personnel will automatically respond to medical alarms, carbon monoxide alarms, fire calls and smoke showing calls received through TRURO's 911 dispatch.
- 3) LCAA shall provide all necessary billing, collection and book keeping services with respect to the provision of emergency care and transportation of patients within this Agreement's service area of Truro and Provincetown.
- 4) LCAA shall be responsible for taking whatever collection steps are necessary for services rendered under this Agreement, including collection of accounts that are paid directly by third party insurers to the patients or their heirs.

**C. Personnel**

- 1) Due to Emergency Management System 2000 mandates, TRURO must also send a TRURO employee manned ambulance to all calls for medical service received through TRURO's E911 systems. TRURO agrees that the employees of LCAA will not be used as an ad hoc Rescue Squad. If transportation from the scene of the call is needed, LCAA shall provide the transportation services to the extent that a full complement of personnel is available. Each ambulance transporting patients shall be staffed at all times in accordance with Massachusetts General Laws, Chapter 111C, and the rules and regulations established thereunder. LCAA shall notify the TRURO Fire Chief in the event that LCAA is unable to provide staffing at the level provided by this Agreement.

- 2) The determination of need for transportation by ambulance shall be determined in accordance with the provisions of the Third Edition of the Barnstable County Incident Command System, effective January 1, 2004, or any state or federal mandates that may replace or supersede that system.
- 3) If LCAA has not yet arrived at the scene of a call, and the Incident Commander for that call determines that an LCAA ambulance will not be necessary, the Incident Commander shall notify dispatch immediately so LCAA personnel can return to LCAA headquarters, as soon as possible. If it appears to the Incident Commander that an LCAA ambulance will be necessary, the Incident Commander will call dispatch to expedite call response time.
- 4) It is recognized that employees of TRURO's Fire Rescue squad may also be employees of LCAA. TRURO employees responding to rescue calls shall continue in their capacity as employees of TRURO's Fire Rescue squad until such time as the need for transportation is determined, at which time, if a TRURO call employee, who is not on shift, is designated part of the transportation team, that employee shall cease being a TRURO employee and begin acting in his or her capacity as an LCAA employee for the duration of that call.
- 5) Advanced and basic medical supplies contained in the ambulances of TRURO and LCAA shall be made available to the other party to provide Basic and Advanced Life Support Services. Any supplies used by LCAA and belonging to TRURO shall be replaced by LCAA or full financial reimbursement shall be made therefore and any supplies used by TRURO and belonging to LCAA shall be replaced by TRURO or full financial reimbursement shall be made therefore.

Because Patient Care is the first priority of all parties involved in this Agreement, if it has been determined that transportation by ambulance is required, the Incident Commander will make reasonable efforts to provide any additional personnel needed to provide said transportation.

#### **D. Equipment**

- 1) LCAA shall provide as part of the service Two (2) Class I ambulances meeting federal ambulance specifications, seven days a week, twenty-four hours a day, during the Term of this Agreement, subject to the terms of availability set forth in Section B.1 hereof. Vehicles must be operated and maintained with all equipment and supplies required for ALS in accordance with Massachusetts General Laws, Chapter 111C and the Regional Protocols. Prior to the date of the commencement of the term of

this Agreement, LCAA must sign an affiliation agreement with the Cape and Islands EMS System and shall maintain it during the term of this Agreement.

- 2) LCAA agrees that all vehicles it utilizes shall be properly insured (see Section G(2)) and registered and shall display a valid motor vehicle inspection sticker and Massachusetts Ambulance Regulations sticker during the life of this Agreement and LCAA shall provide TRURO with documentation of such.
- 3) LCAA agrees that all of its vehicles shall be equipped to communicate directly with TRURO's dispatch center, as well as, LCAA dispatch for the duration of this Agreement. LCAA shall provide a mobile and hand held unit for their ambulances, with TRURO's Fire and Police frequencies. TRURO shall provide LCAA with identification call numbers and access to frequencies.
- 4) LCAA shall provide radio equipment for its ambulances, which permits direct two-way radio communication between the ambulances and the Cape Cod Hospital emergency department. Such equipment shall be compatible with the Centralized Medical Emergency Dispatch (hereinafter referred to as C-MED) Radio Network currently in use in Region V and Barnstable County C-MED.
- 5) LCAA shall assume all costs of its supplies, telephone, diesel fuel, gasoline, oil, maintenance, materials, communications systems, equipment, and all other materials, supplies and items necessary for the provision of the services provided to TRURO herein.
- 6) All vehicles used in regular service shall be fit for duty and meet or exceed all federal and state safety and maintenance requirements as well as any and all related regulations and standards set forth by the Office of Emergency Medical Services.
- 7) Service records of all LCAA vehicles shall be made available to TRURO at the request of the TRURO Fire Chief or TRURO Board of Selectmen.
- 8) LCAA shall perform its duties and obligations under this Agreement in accordance with all federal, state, county and local laws and regulations.

#### **E. Ambulance Operation**

- 1) The LCAA ambulances assigned to TRURO shall participate in the Barnstable County Fire Chief's Association Mutual Aid Agreement,

participate in all State fire mobilization agreements, and shall participate in all mobilization and training exercises when requested by TRURO.

- 2) LCAA ambulances shall be primarily dedicated to emergency incidents within service area, including TRURO. All patients will be transported to Cape Cod Hospital or to the hospital assigned by Barnstable County C-Med in the case of hospital diversion by Cape Cod Hospital as required by appropriate State statute and applicable State regulations.
- 3) At the request of TRURO, ambulances may be requested for special events and major weather events at no additional cost to TRURO, if available.

#### **F. Indemnification**

- 1) Subject to the provisions of Section H(3) below, LCAA shall indemnify, hold harmless and defend TRURO, and TRURO employees, officers and agents (hereinafter, TRURO Indemnities) from and against any and all claims, actions, settlements, lawsuits or litigation which may arise from its performance under this Agreement, the operation of its motor vehicles, its contract with its employees, or damage to any motor vehicles caused while operating under this Agreement, to the extent they arise out of negligent act or failure to act or willful misconduct by LCAA, or its employees or agents. In addition, LCAA shall indemnify and hold harmless the Indemnities from and against any and all claims or actions, if they arise out of the acts or omissions of TRURO employees assisting LCAA on a transport trip utilizing an LCAA vehicle. LCAA further agrees to indemnify and save harmless TRURO from any liability or expense imposed upon it as a result of this Agreement.
- 2) Subject to the provisions of Section H(3) below, TRURO shall indemnify, hold harmless and defend LCAA, and LCAA's employees, officers and agents (hereinafter, the LCAA Indemnities) from and against any and all claims, actions, settlements, lawsuits or litigation which may arise from its performance under this Agreement, the operation of its motor vehicles, its contract with its employees, or damage to any motor vehicles caused while operating under this Agreement, to the extent they arise out of negligent act or failure to act or willful misconduct by TRURO, or TRURO employees or agents. In addition, TRURO shall indemnify and hold harmless the LCAA Indemnities from and against any and all claims or actions, if they arise out of the acts or omissions of LCAA employees assisting TRURO on a transport trip utilizing a TRURO vehicle. TRURO further agrees to indemnify and save harmless LCAA from any liability or expense imposed upon it as a result of this Agreement.

- 3) As a condition of indemnification under Sections (1) and (2) above, TRURO Indemnities and LCAA Indemnities, as the situation dictates, shall:
  - a) Promptly provide written notice to the Indemnitor of any liability or allegation, including any pending or threatened legal action, for which indemnification may be sought hereunder; and
  - b) at the request of the Indemnitor, turn over control of the defense and/or settlement of such action to the Indemnitor; and
  - c) Cooperate fully in such defense or settlement.
- 4) The respective obligations to indemnify, hold harmless and defend shall survive performance of this Agreement and shall apply only to events, which occurred while the Agreement was in force and effect.

**G. Insurance and Bonds**

- 1) Upon execution of this Agreement, LCAA shall provide a certificate of insurance to TRURO demonstrating that the insurance coverage set forth in clause 2 is currently maintained and that TRURO has been named as an additional insured on all policies other than workers compensation.
- 2) LCAA agrees to maintain, during the term of this Agreement, insurance coverage sufficient to satisfy claims and in no event less than the following amounts:
  - a. Comprehensive General Liability -
 

\$1,000,000 per Occurrence
\$3,000,000 Aggregate
\$3,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal Injury & Advertising Injury Aggregate
\$10,000 Medical Payment
  - b. Automobile Liability
 

\$1,000,000 per Occurrence on Vehicles Owned, Non-owned & hired
---
  - c. Ambulance Attendants Liability -
 

\$1,000,000 per Occurrence
\$3,000,000 Aggregate
  - d. Workers' Compensation

Insurance - Coverage A: Statutory  
Coverage B: \$500,000 per Insuring Agreement

e. Ambulance Errors and Omissions coverage \$1,000,000 per Occurrence  
\$3,000,000 Aggregate

- 3) LCAA agrees that no service shall be rendered under this Agreement until and unless LCAA furnishes TRURO with the certificates of insurance required hereby and a performance bond that meets these specifications.
- 4). TRURO shall furnish LCAA with certificates of insurance evidencing that LCAA has been named as an additional insured on TRURO's in such amounts as are maintained by TRURO on its existing liability policies (general liability, automobile liability, ambulance attendants liability, ambulance errors and omissions).

#### **H. State and Local Regulations and Records**

- 1) LCAA agrees that any and all regulations promulgated by any department, agency or division of the Commonwealth, and any general laws and bylaws of TRURO relative to supplying ambulance service are hereby incorporated herein as if fully written out and LCAA covenants to meet at all times such requirements and laws presented. Should any provision of this Agreement be in conflict with said regulations and laws, then said regulations and laws shall govern except when the Agreement calls for a higher standard.
- 2) LCAA agrees that it shall comply will all applicable state and federal laws and regulations relative to patient privacy (including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA)) and data security (including without limitation, the Massachusetts Data Security Law (M.G.L. Chapter 93H and the regulations set forth in 201 CMR 17.00)).
- 3) LCAA agrees that it shall comply with all applicable state and federal laws and regulations relative to its operating status as a tax exempt public charity, including but not limited to, all tax reporting and auditing requirements.
- 4) LCAA agrees that LCAA shall maintain accurate records of all emergency ambulance runs and services provided, as mandated by Massachusetts General Laws, Chapter 111C, and shall make the same available to the TRURO Fire Chief on a quarterly basis when permitted pursuant to the

Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the Code of Federal Regulations promulgated thereunder.

- 5) LCAA agrees that LCAA shall forward to TRURO immediately upon request copies of all inspection reports issued by the Department of Public Health, Office of Emergency Medical Services, and/or the Ambulance Regulations Program. LCAA agrees that any deficiencies noted therein shall be corrected as soon as is practicable and any costs incurred shall be the responsibility of LCAA.
- 6) LCAA shall provide on a quarterly basis to the TRURO Board of Selectmen a Financial Report detailing the number of ALS and BLS transports in that quarter, the amount billed by LCAA for the transport, and the amount collected by LCAA for its services when that collection information becomes available. Annual audited financial statements shall be provided to the TRURO Board of Selectmen
- 7) LCAA shall allow municipal officials of TRURO, or their duly hired experts, to inspect LCAA's financial records in regards to services rendered under this Agreement on no less than a semi-annual basis.

**I. Consideration**

- 1) The parties hereto agree that in consideration of the faithful performance of the services provided by LCAA pursuant to this Agreement, LCAA shall receive a service fee annually to be paid as follows:

July 1, 2014 - June 30, 2015:

\$339,009.32 to be paid in 4 quarterly installments of \$84,752.33

LCAA shall inform TRURO of the amount of each successive year's Annual Fee under this Agreement in January of each year, after LCAA's annual meeting. LCAA shall submit invoices to the TRURO Accountant on the first day of the month prior to the beginning of each quarter for quarterly billing.

- 2) The foregoing payments are subject to and conditional upon annual appropriations approved by a duly convened Town Meeting of TRURO. In the event such appropriations are not made, any of the parties hereto may terminate this Agreement. The non-appropriation of any funds required under this Agreement shall not be considered an event of breach.
- 3) In connection with the work to be performed by LCAA pursuant to this Agreement, TRURO shall provide (i) access to its facilities (such as the

bunk room) for all LCAA personnel assigned to its facilities, and (ii) a heated bay to house an LCAA ambulance.

**J. Termination**

- 1) TRURO, acting by and through its Board of Selectmen, without prejudice to any right or remedy, and after giving LCAA and its surety, if any, twenty-one (21) days written notice, may state its intention to terminate this Agreement if:
  - a) A petition is filed by LCAA, or against LCAA with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such petition is filed against LCAA without its consent and is not dismissed within sixty (60) days, or if LCAA is generally not paying its debts as they become due, or if LCAA becomes insolvent, or if LCAA consents to the appointment of a receiver, trustee, liquidator, custodian or the like of LCAA or if all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days, or if LCAA makes an assignment for the benefit of creditors; or
  - b) If LCAA refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled employees or proper equipment; or
  - c) If LCAA disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
  - d) If LCAA loses or has its License for ALS or BLS ambulance services indefinitely suspended; or
  - e) If LCAA loses its Medicare and/or Medicaid certification; or
  - f) If any insurance LCAA is required to carry hereunder is cancelled and LCAA fails to immediately obtain alternative insurance coverage reasonably acceptable to TRURO; or
  - g) If LCAA is otherwise is guilty of a substantial violation of any provision of this Agreement.
- 2) The notice of termination shall be sent by TRURO's Board of Selectmen and shall itemize the contractual violations and provide LCAA with an opportunity to appear before the Board of Selectmen at a public hearing held within the twenty-one (21) day period to voice its objections and/or offer to cure the violations. TRURO shall send the notice to LCAA via

U.S. Postal Service, registered or certified mail, at the address listed on the first page of this Agreement.

- 3) Should LCAA fail to offer a cure of the violations satisfactory to the Selectmen, the Selectmen shall notify LCAA of its decision to terminate the Agreement within seven (7) days of the close of the public hearing. The notice shall be sent via U.S. Postal Service, registered or certified mail, at the address listed on the first page of this Agreement. Termination shall take effect within seven (7) days of issuance of the Notice.
- 4) In case of such termination, TRURO may, at their sole option, hold LCAA and its sureties liable for breach of contract.
- 5) In case of such termination, TRURO shall have the right to contract for the services provided hereunder with another qualified party or require the surety or sureties to complete the services under the Agreement. LCAA shall refund any fees already paid, prorated from the date of payment to the termination date.

#### **K. Revenue Enforcement & Protection Program Act**

In compliance with the Revenue Enforcement and Protection Program Act, pursuant to MGL, Chapter 62C, Section 49A, LCAA hereby certifies, under penalties of perjury, that, to the best of its knowledge and belief, all state tax returns have been filed and all state taxes have been paid as required by law.

#### **L. Miscellaneous Provisions**

- 1) LCAA acknowledges that it is an independent contractor and is solely responsible for all payments to personnel employed by it, all equipment purchased by it and utilized under this Agreement. LCAA further acknowledges that it is not engaged in a partnership, joint venture, or an employer-employee relationship with TRURO.
- 2) TRURO agrees that LCAA has a separate right, in addition to that of TRURO, to make claims, demands or bring suit against any individual provided with ambulance services under this Agreement in order to effect payment for services rendered by LCAA.
- 3) Upon request of Truro's Board of Selectmen, the Cape and Islands Emergency Medical Services System (CIEMSS), or its Fire Chief, LCAA will make requested data available for quality control and evaluation.

- 4) TRURO makes no guarantees as to the amount of business that will be generated under this Agreement.
- 5) LCAA shall follow the point of entry plan and treatment protocols for TRURO as established by Region V of the Regional Emergency Medical Services Advisory Counsel.
- 6) The statutes of the Commonwealth of Massachusetts in any way relating to ambulance services shall be strictly complied with by LCAA and it is understood that all such statutes are incorporated by reference in this Agreement.
- 7) It is hereby expressly agreed that TRURO's Town Administrator, its Fire Chief, all members of Board of Selectmen, and all officers, employees, agents, representatives, and servants, whether volunteering or being paid for their services, are not personally liable in any way under this Agreement or as to any representation pertaining to said Agreement. It is hereby expressly agreed that the LCAA's Board of Directors, Officers, employees, agents, representatives, and servants, whether volunteering or being paid for their services, are not personally liable in any way under this Agreement or as to any representation pertaining to said Agreement.
- 8) For LCAA authority to enter into this Agreement with TRURO, see the attested copy of the Certificate of Corporate Vote attached as Exhibit A hereto and incorporated herein. For TRURO's authority to enter into this Agreement, see TRURO's Town Charter.
- 9) LCAA hereby agrees that, in administering and carrying out the services and obligations under this Agreement, it will not discriminate against any individual on the grounds of race, color, sex, age, religion, sexual orientation, or national origin and that it shall abide by the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 1201, et seq.), which prohibits discrimination against disabled individuals in private and public employment, public accommodation, public transportation, government services and telecommunications.
- 10) LCAA shall not assign or subcontract its obligations under this Agreement in whole or in part without the written consent of the TRURO Board of Selectmen. LCAA may mortgage, assign any monies due or to become due under it, and/or grant a security interest in this Agreement, to LCAA'S mortgages, assignees, or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Mortgagees") without the prior written consent of the TRURO Board of Selectmen, provided such Mortgagees agree to be bound by the terms and provisions of this Agreement.

- 11) In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any remaining provision herein and the remaining provisions shall not in any way be affected or impaired thereby.
- 12) Failure of either party to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.
- 13) The Agreement may be amended, changed, modified or altered only by a writing specifically identifying it as an amendment to this Agreement and fully executed by all parties hereto.
- 14) This Agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement hereby set their hands and seals on this \_\_\_ day of \_\_\_\_\_, 2014.

LOWER CAPE AMBULANCE ASSOCIATION, INC.

\_\_\_\_\_  
Steven Roderick, Treasurer

\_\_\_\_\_  
Tracey Rose, Clerk

**TOWN** of TRURO

By:

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

\_\_\_\_\_  
Truro Board of Selectmen



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## AWARDING AUTHORITY - CONTRACTOR AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Town of Truro, called the Awarding Authority, and the **Truro Chamber of Commerce, Inc**, called the Contractor, to provide advertising services for the purpose of advertising the resources, advantages and attractions of the Town of Truro for the period July 1, 2014 through June 30, 2015.

Witnesseth, that the Awarding Authority and the Contractor, for the consideration named, agree as follows:

1. Scope of Work: The Contractor shall prepare, print, and distribute it's annual booklet for the purpose of advertising the resources, advantages and attractions of the Town of Truro. The Contractor shall consult with the Awarding Authority on the advertising booklet draft layout and content prior to its release. Subsequent annual Contract renewals will be subject to the presentation of an annual Fiscal Year budget request by the Contractor, and provision of the annual Truro Chamber of Commerce, Inc. audited financial statement to the Awarding Authority.
2. Time of Completion: The Contractor began Work under this Contract retroactively to July 1, 2014, and shall be fully completed by June 30, 2015.
3. Contract Sum: The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, for the one (1) year Contract sum of **Fifteen Thousand, Seven Hundred dollars and No Cents (\$15,700.00)**; subject to the availability of funds.
4. Contract Documents: This document comprises the entire Agreement between the parties. Any amendments must be in writing and agreed upon by both parties and incorporated herein and attached hereto.
5. REAP Certification: Pursuant to MGL c. 62(c), s.49(a), the individual signing this Contract on behalf of the Contractor certifies, under the penalties of perjury, that, to the best of his/her knowledge and belief, the Contractor has complied with any and all applicable State tax laws.

6. Performance: The Work performed by the Contractor under this Contract shall be rendered in conformity with the standards of the trade and shall be professional and workmanlike in all respects. Substandard workmanship shall be deemed a breach of this Contract.

7. Compliance: This Contract shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Massachusetts. Any Contract provision inconsistent with state law shall be given no force or effect. In the event that a provision is deemed to be unlawful, it shall be severed from the Contract, and at the option of the Awarding Authority, the balance of the provision and/or Contract shall continue in full force and effect.

8. Executive Order 195: The Governor, or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee, shall have the right, at reasonable notice, to examine the books, records, and other compilations of data of the Contractor which pertain to the performance of the provisions and requirements of this Contract.

I hereby certify, under the penalties of perjury, that, within the meaning of Massachusetts General Laws Chapter 151A, Section 19A, that the **Truro Chamber of Commerce, Inc.** has complied with all Massachusetts laws relating to contributions and payments in lieu of contributions.

In WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

AWARDING AUTHORITY:  
Town of Truro, MA

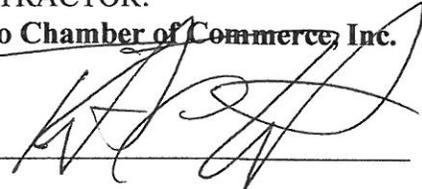
BY: \_\_\_\_\_

NAME Jay Coburn

TITLE: Chair, Board of Selectmen

DATE: \_\_\_\_\_

CONTRACTOR:

Truro Chamber of Commerce, Inc.  


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

NAME: Robert Montano

TITLE: President, Truro Chamber of Commerce

DATE: \_\_\_\_\_

Note: If the Contractor is a Corporation, attach a notarized copy of the Corporate Vote authorizing Signatory to sign Contract.



KYLE TAKAKJIAN  
CHIEF OF POLICE

CRAIG DANZIGER  
LT. / EXECUTIVE OFFICER

TO: Truro Board of Selectmen  
FROM: Chief Kyle Takakjian   
RE: Renewal of Police Motorcycle Lease – FY15  
DATE: July 14, 2014

I respectfully request that the Police Motorcycle Lease be renewed for FY15. The following highlight its operation and benefits to the Town of Truro and our Police Department.

1. Cost effective - one third the base cost of a police cruiser
2. One quarter of the maintenance and fuel costs of a full size cruiser
3. Does not require a \$16,000.00 dollar up fitting in equipment (the leased unit comes equipped)
4. Used extensively when other vehicles are down for maintenance
5. Used routinely by Officers as a patrol vehicle for normal shifts
6. Able to patrol our bike trail where a sedan or SUV can't.
7. The public, especially children, gravitate to Officers on the motorcycle which increases Officer outreach and communication with the public
8. Supports Regionalization through the Cape Cod Regional Law Enforcement Council (CCRLEC) by assisting / supporting other towns and they reciprocate
9. Officers receive continuing driver training through the (CCRLEC)
10. Does not patrol on the beach, during bad road conditions or transport prisoners (other vehicles in the fleet also have limitations)

#

**LEASE AGREEMENT**

**LEASE DATE: July 1, 2014**

**LESSOR NAME AND ADDRESS:**

**LESSEE NAME AND ADDRESS:**

SEACOAST HARLEY-DAVIDSON  
17 LAFAYETTE ROAD  
NORTH HAMPTON NH 03862

TRURO POLICE DEPT  
344 ROUTE 6  
TRURO MA 02666-0995

BY SIGNING THIS LEASE AGREEMENT, THE LESSEE LEASES FROM THE LESSOR THE FOLLOWING EQUIPMENT UNDER THE AGREEMENTS IN THIS LEASE AGREEMENT.

**EQUIPMENT DESCRIPTION**

<b><u>QTY</u></b>	<b><u>YEAR</u></b>	<b><u>MAKE</u></b>	<b><u>MODEL</u></b>	<b><u>MOTORCYCLES EQUIPPED WITH:</u></b>
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1	2013	H-D	FLHTP (Black)	FRONT STROBE LIGHTS (BLUE) SIREN REAR STROBES OR PURCHASED EQUIP.
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VIN # 1HD1FMM18DB690179

2<sup>nd</sup> year of lease

USE: POLICE

**SECTION 1**

**INSURANCE:** The Lessee must insure the motorcycle for the term of this Lease Agreement. This insurance will be in the name of the Lessee and must name the Lessor as additional insured, for both liability and physical damage insurance. The Policy will include comprehensive, fire, theft with a deductible amount of not more than \$250, and liability insurance with limits of not less than \$250,000 for any one person, for bodily injury or death, and \$100,000 for property damage. Such insurance shall provide for not less than ten (10) days written notice of CANCELLATION to both loss Payee and Lessor. If (1) by prior agreement, or, (2) By cancellation of Lessee's insurance. If the Lessor has to buy the insurance, the Lessee must pay back to the Lessor the cost of the insurance). The Lessee must still pay rent for the vehicle during the term of this Lease Agreement, even in the event, the vehicle is lost, damaged, or destroyed.

If the Department is self-insured, please check the box and provide a letter stating as such.

**VEHICLE MAINTENANCE AND OPERATING COSTS:** The Lessee will provide and pay for all gas, oil and other necessary fluids for the vehicle, as well as keeping the vehicle in good order and seeing to all needed, but minimum maintenance set forth as follows:

- 1.) Factory scheduled maintenance starting at 1,000 miles; 5,000 miles and every 5,000 miles thereafter in accordance with the recommended factory maintenance schedule program and by a factory authorized Harley-Davidson dealer.

(Maintenance can be included with the lease at the following rates)

1,000 mile maintenance	\$ 325.00, <b>per year</b>
5,000 mile maintenance	\$ 325.00, <b>per year</b>

The Lessee agrees to have services and/or repairs to the vehicle performed by Seacoast Harley-Davidson, except in such circumstances as Seacoast Harley-Davidson is unable to perform said services and/or repairs and the Lessee has been so informed. The lessee shall also be responsible for all damages to the motorcycle not considered normal wear and tear. This will include, but is not limited to, dents in painted parts and concealed damages. At the time of the lease turn-in, the Lessee will be responsible for the replacement of parts that are worn past inspection standards. i.e. brakes, tires, etc.

**RETURN OF THE VEHICLE:** At the end of this Lease Agreement, the Lessee will return the vehicle to Lessor's address shown above or to such other place as the Lessor may direct, unless Lessee purchases the vehicle under the provisions of this Lease Agreement. If Lessee keeps possession of the vehicle past the expiration of the Lease Agreement term, the Lessee shall continue to pay the monthly payments as specified in this Lease Agreement. However, specific arrangement should be made within a (30) thirty-day period. The Lessee shall also pay the Lessor any damages, which the Lessor may be due, because the Lessee failed to return the vehicle or make proper arrangements at Lease Agreement End.

## **SECTION II**

**1.) TERM OF LEASE AGREEMENT:**

July 1, 2014 through June 30, 2015     **2<sup>nd</sup> year of lease**  
Total amount of Lease **per unit**, - \$ 3,900.00

**2.) PAYMENT SCHEDULE OPTION:     (Please check payment option box)**

A. Annual	\$ 3,900.00	<input type="checkbox"/>
B. Semi-Annual	\$ 1,950.00	<input type="checkbox"/>
C. (7) Monthly Payments of	\$ 557.14	<input type="checkbox"/>

**3.) Terms of Payment** will be acknowledged with the signing of the Lease.

**4.) LATE CHARGE:** The Lessee will pay a late charge on each payment that is not made within ten (10) days of the agreed upon due date. The **late charge** is five percent (5%) of the payment.

### SECTION III

#### TERMINATION:

This Lease Agreement shall terminate when all three of the following have been accomplished:

- 1.) THE LEASE AGREEMENT TERM HAS ENDED.
- 2.) THE VEHICLE HAS BEEN RETURNED.
- 3.) ALL AMOUNTS OWED TO LESSOR HAVE BEEN PAID.

**DEFAULT:** If the Lessee fails to make the payment under this Lease Agreement when it is due, or if the Lessee fails to keep any other agreement in this Lease Agreement, the Lessor may terminate this Lease Agreement and take back the equipment. The Lessor may go onto the Lessee's property to retake the vehicle. Even if the Lessor retakes the vehicle, the Lessee must still pay at once the monthly payments for the rest of the Lease Agreement Term and any other amounts that the Lessee owes under this Lease Agreement, in excess of what the Lessor would have invested in the equipment at the end of the Lease Agreement Term. The Lessee must also pay all expense paid by the Lessor to enforce the Lessor's right under this Lease Agreement, including reasonable attorney's fees as permitted by the law and damaged caused to the Lessor because of Lessee's default.

**TAXES:** The Lessee will pay all sales, use, excise, and other taxes and all fees and charges that are levied on the vehicle during the term of this Lease Agreement. The Lessee will also pay all taxes that are charged to the Lessor by reason of the Lessor's interest in the vehicle, except for income taxes.

**REGISTRATION:** The vehicle will be registered to the Lessee. The Lessee will be responsible for all registration costs.

**TITLE:** This vehicle will be titled in the name of the Lessor. The Lessee will be responsible for all titling costs.

**VEHICLE USE:** The Lessee will obey all laws in using the vehicle. The Lessee will not, without written permission from Lessor, use the vehicle in a state other than the state where it was first titled and registered for more than thirty (30) days. The Lessee shall be allowed to mark vehicle with vinyl lettering to identify it as a Department vehicle.

**INDEMNITY:** To the extent permitted by law, the Lessee will indemnify the Lessor and the Assignee from any loss or damage to the vehicle or its contents during the term of this Rental Agreement. To the extent permitted by law, the Lessee will also indemnify the Lessor and the Assignee from all claims, losses and costs arising out of the use or condition of the vehicle. The Lessee will pay all fines imposed on the vehicle during the term of the Lease Agreement. If the Lessee fails to pay the fines and the Lessor pays, the Lessee will pay the Lessor a \$20.00 administration charge for each time the Lessor must pay a fine, in addition to the fine or penalty imposed.

**GENERAL:** This Lease Agreement sets forth all of the Agreements of the Lessor and the Lessee for the Lease Agreement of the vehicle. There is no other Agreement. The only way this Lease Agreement can be changed is by a new Lease Agreement signed by the Lessor. The law that will apply to this Lease Agreement is the last state where Lessor's place of business is, as set forth on the front of this Lease Agreement.

**NOTICE TO THE LESSEE:** Do not sign this Lease Agreement before you have read it. You will be given a completed copy of this Lease Agreement.

THE LESSEE STATES THAT BY SIGNING THIS LEASE AGREEMENT HE OR SHE HAS BEEN GIVEN A COMPLETED COPY OF THE LEASE AGREEMENT AND NOTICE OF ASSIGNMENT OF THIS LEASE AGREEMENT BY THE LESSOR TO A PARTY OF HIS CHOICE.

**TRURO POLICE DEPARTMENT  
LESSEE**

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Title** CHAIR, TRURO BOARD OF SELECTMEN

THE LESSOR ACCEPTS THIS LEASE AGREEMENT. THE LESSOR ASSIGNS THIS LEASE AGREEMENT TO A PARTY OF ITS OWN CHOOSING UNDER THE ASSIGNMENT SHOWN ON THE COVER PAGE OF THIS LEASE AGREEMENT.

**SEACOAST HARLEY-DAVIDSON  
LESSOR**

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Alan Contois, President**

<b>CONTRACTOR LEGAL NAME:</b> Town of Truro (and d/b/a): Truro Police Department		<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department MMARS Department Code: EPS	
<b>Legal Address:</b> (W-9, W-4, T&C): 24 Town Hall Road, Truro, MA 02666		<b>Business Mailing Address:</b> 1380 Bay Street, Building C, Taunton, MA 02780	
<b>Contract Manager:</b> Chief Kyle Takakjian		<b>Billing Address</b> (if different):	
<b>E-Mail:</b> takakjian@truropolice.org		<b>Contract Manager:</b> Marilyn Godfrey	
<b>Phone:</b> (508) 487-8730	<b>Fax:</b> (508) 487-8736	<b>E-Mail:</b> 911DeptGrants@state.ma.us	
<b>Contractor Vendor Code:</b> VC6000192010		<b>Phone:</b> 508-821-7299	<b>Fax:</b> 508-828-2585
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD001 __ (Note: The Address Id Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT GRNT	
		<b>RFR/Procurement or Other ID Number:</b> FY2015 GRNT	
<b><u>X</u> NEW CONTRACT</b>		<b><u>    </u> CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <u>    </u> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <u>    </u> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <b>X</b> <b>Department Procurement</b> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>    </u> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <u>    </u> <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <u>    </u> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <b>Prior</b> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <u>    </u> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <u>    </u> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <u>    </u> <b>Contract Employee</b> (Attach any updates to scope or budget) <u>    </u> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions <u>    </u> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>    </u> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <b>X</b> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <b>new</b> Total if Contract is being amended). \$ _____			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle <u>    </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u>    </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>For disbursement of funds under the State 911 Department FY2015 Training and EMD/Regulatory Compliance Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30</u> , 20 <u>15</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <b>Contractor Certifications</b> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <b>801 CMR 21.07</b> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Jay Coburn</u>		Print Name: <u>Frank Pozniak</u>	
Print Title: <u>Chairman, Board of Selectmen</u>		Print Title: <u>Executive Director</u>	

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Jay Coburn	Chariman, Board of Selectmen
Kyle Takakjian	Chief of Police
Heidi Dyer	Communications Supervisor

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

✓ \_\_\_\_\_  
Signature

✓ Date:

Title: Chairman, Telephone: (508) 349-7004  
Board of Selectmen  
Fax: (508) 349-5505 Email: jcoburn@truro-ma.gov

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

**PROOF OF AUTHENTICATION OF SIGNATURE**

**This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.<sup>3</sup>**

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

Signatory's full legal name (print or type): Jay H. Coburn

Title:Chairman, Board of Selectmen

**X**

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

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

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

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

My commission expires on:

AFFIX NOTARY SEAL

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

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

AFFIX CORPORATE SEAL

<sup>3</sup> This form is required for this grant program.



# RPB

Systems & Services

832 Dyer Avenue, Cranston, RI 02920  
401-438-6622 Fax: 401-463-5046

## PURCHASE AGREEMENT SECURITY AGREEMENT

Bill To :

Town of TRURO  
24 Town Hall bld.  
TRURO, MA. 02666

Ship To :

SAME  
2 - B224e - Town Hall #1418.64 lease/mo  
2 - C364e - Departments  
(1) - C364e - Community Center #412.44 lease/mo.

Order Date 7/17/14	Date Needed ASAP	Terms Cash OFF-32
Customer P.O.	SLSM Name Ric Kewezel	State
Customer Contact Trudi Brazil	Phone Number (508) 349-7004 #20	
Manager Approval	Date	

Item #	Quantity	Equipment Description	Total
	2	KIM Bizhub C224e w/DF-624, OK-510, FS-533	
	3	KIM Bizhub C364e w/DF-624, PC-410 Cabs, FS-534 Finishers + FK-511 Fax Kits	
		* 36 month lease @ \$1831.08 per month.	

NO TERMS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR ON "ORIGINAL" OF THIS ORDER.  
(OFF 32 state)

This order is subject to the terms and conditions appearing hereon and on the reverse side hereof, and buyer agrees to be bound thereby. No modifications or additions thereto shall be binding upon seller unless expressly consented to in writing by an officer of the corporation.

TOTAL	
Sales Tax	
Installation Training	495.00 - N/C 95.00
Deposit CK#	
Balance due on delivery	

\* 36 month lease with service warranty. Excludes toner + staples  
\* Includes termination and return of present equipment to lease company.

Salesmens orders are subject to final acceptance by an Axion Officer.	
Company Name	Town of Truro
Authorized Sig.	
Phone Number	
Salesman's Sig.	
Title	
Date	7/17/14

**RPB Systems and Services**

**Municipal Lease Agreement ("Lease")**

LESSEE	Full Legal Name	TOWN OF TRURO				Purchase Order Requisition Number	Phone Number
	Billing Address	24 TOWN HALL RD. P.O. # 2030 TRURO, MA. 02666				City	Send Invoice to Attention of:
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)		
	Kmicaminotta	C-364e		3			
	Kmicaminotta	C-224e		2			
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Applicable Sales Tax (EQUALS)	Total Lease Payment	Term of Lease in Months	Payment Frequency:	End of Lease Option:
	36	1831.08+	N/A	= 1831.08	36	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	<input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other
		+	=		End of Lease Purchase Option shall be FMV unless another option is selected.		
		+	=		Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)
		+	=		0	+	= 0

**TERMS AND CONDITIONS**

- Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule. You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. Your obligations to us are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.
- Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.
- Equipment Use, Maintenance and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due.
- Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.
- Risk of Loss and Insurance:** You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.
- Taxes:** You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.
- End of Lease:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indi-

- ated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 30-day periods.
- Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.
- Miscellaneous:** You agree the Lease is a Finance Lease as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. **This Lease was made in Massachusetts ("MA"), is to be performed in MA and shall be governed and construed in accordance with the laws of MA. You consent to jurisdiction, personal or otherwise, in any state or federal court in MA and waive a trial by jury.** You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period.
- Non-Appropriation.** You warrant that you have funds available to pay Lease payments until the end of your current appropriation period. If your legislative body or funding authority does not appropriate funds to enable you to continue to make Lease payments you may, upon prior written notice to us, effective 60 days after giving such notice or the exhaustion of funding authorized for the then current appropriation periods, whichever is later (the "Non-Appropriation Date"), return the Equipment to us, at your expense. Upon your (i) delivery of such notice, (ii) return of the Equipment as aforementioned, (iii) payment of all sums payable through the Non-Appropriation Date, (iv) delivery of an opinion of counsel (to be provided at your cost) or such documentation as we may request verifying the non-appropriation event, you shall have no further obligation to make Lease Payments. In such case, we shall retain all sums paid hereunder, including and security deposit. If you exercise your rights under this section, you agree to not acquire, whether by purchase, lease, rental or other method, any equipment performing a function similar to the Equipment for the remainder of the original term of this Lease.

**You agree that this is a non-cancelable lease. The Equipment is:**  NEW  USED

LESSEE SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

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

Legal Name of Corporation: **TOWN OF TRURO**

**LESSOR**

**RPB Systems and Services**  
 Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087  
**PHONE: (800) 735-3273 • FAX: (800) 776-2329**

Commencement Date: \_\_\_\_\_ Lease Number: \_\_\_\_\_

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

**ACCEPTANCE**

The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

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

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

**GUARANTY**

I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. **This guaranty is governed by and constituted in accordance with the Laws of Massachusetts and I consent to non-exclusive jurisdiction in any state or federal court in Massachusetts and waive trial by jury.**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

08RPB018V1



# TERMS AND CONDITIONS

## 1. TERM

This agreement shall become effective upon receipt by Axion Business Technologies of the initial maintenance charge provided on the reverse side hereof and shall continue for the full term. Overages will be billed on a monthly basis as stated on the face of this maintenance agreement. 90 days prior to the expiration of the initial term, you shall give us written notice of your intention to cancel this agreement. If you fail to notify us, this agreement shall renew for an additional twelve month term.

## 2. CHARGES

The initial charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the term and any renewal term within 10 days of the date of Axion Business Technologies invoice for such charges. Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due.

## 3. TAXES

There shall be added to all charges (including any zone charges) amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or the services rendered or parts and consumables supplied pursuant hereto, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by Axion Business Technologies in respect of the foregoing exclusive, however, of taxes based on net income.

## 4. DEFAULT

This Agreement may be terminated by Axion Business Technologies at any time, without notice and without liability to Axion Business Technologies in the event of default in payment or other breach by Customer. In event of any Customer default hereunder, Customer shall pay, in addition to any charges due hereunder, all of Axion Business Technologies cost and expenses incurred in enforcing any provision hereof, including without limitation its reasonable attorney's fees. Customer hereby grants Axion Business Technologies a security interest in the Equipment to secure all unpaid charges hereunder and Customer agrees to execute upon request all documents and perform all acts necessary to Axion Business Technologies to perfect and retain such security interest. Axion Business Technologies reserves the right, without liability, to withhold service to any customer who is in arrears in any payment to Axion Business Technologies.

## 5. SERVICE HOURS

- Axion Business Technologies agrees to perform without limitation, emergency service on the Equipment at the Site during normal working hours (8:00 A.M. to 5:00 P.M. Monday through Friday, holidays being excluded).
- If purchased, Axion Business Technologies agrees to perform Preventative Maintenance ("PM") service upon the Equipment at the Site at approximately the intervals specified, during normal working hours. PM is defined herein to be inspection, lubrication, adjustment and replacement of parts under paragraph 11 hereof.

## 6. SERVICE BEYOND NORMAL WORKING HOURS

Axion Business Technologies will furnish, upon Customer request, repair service during times other than normal working hours. Customer agrees to pay for such service at 1½ times the then-current hourly rate charged by Axion Business Technologies for normal service.

## 7. RESPONSE TIME

Axion Business Technologies agrees to respond to emergency service calls from Customer with its first available unassigned service personnel.

## 8. PAYMENT FOR SERVICE AND PARTS NOT COVERED

Customer agrees to pay, at Axion Business Technologies then current rates, for parts or service rendered by Axion Business Technologies which are not covered by this Agreement.

## 9. SERVICE AND PARTS NOT COVERED BY THIS AGREEMENT

Specifically excluded from coverage under this Agreement is service to the Equipment or parts: (1) required as a result of Customer error, abuse, misuse, neglect or accident, or failure to perform operator maintenance as defined in the operator manuals; (2) required for Equipment to which any modification, alterations or attachments have been made without written authorization from Axion Business Technologies; (3) required by the movement of the Equipment from one location to another location within the Site, or removal of the Equipment to another site; (4) resulting from malfunctions of or damage caused by, associated peripheral equipment, transmission lines, telephone lines, power lines and modems, computers, computer network or computer software; (5) required for damage resulting from the use of paper, toner, developer or other supplies and input materials not technically satisfactory for use in the Equipment. Copy quality cannot be guaranteed with the use of non-recommended consumables (toner, developer) or supplies not purchased from Axion Business Technologies.

## 10. EQUIPMENT AVAILABILITY AND CUSTOMER OBLIGATIONS

Customer will make available to Axion Business Technologies for service, at a safe place at the site, the equipment requiring PM or repair service hereunder, within a reasonable period of time, which shall not exceed ¼ hour, from the scheduled time of arrival of Axion Business Technologies service personnel. If availability is not made within such time, Customer agrees to pay for all waiting time at the then-current Axion Business Technologies rates. Customer agrees to provide a suitable place for use (including suitable electric service) as specified by the manufacturer. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of the equipment. Customer agrees to supply Axion Business Technologies with the current meter reading as requested by Axion Business Technologies on a monthly basis. Supplies for use with the Equipment will be provided by customer and will meet the manufacturer's specifications. If required, Customer agrees to install a surge protector, and/or an anti-static mat purchased from or recommended by Axion Business Technologies. It is mandatory that all facsimile / digital equipment be protected by a surge protector. Customer agrees to perform operator maintenance as defined in the operator manual.

## 11. PARTS

Axion Business Technologies will provide as part of its repair service under this Agreement on an exchange basis, all replacement parts (new or refurbished parts of equal quality), if available, necessary to maintain the equipment in operation according to specifications with the following exclusions:

- COPIERS:** All items specifically excluded are the following: fuses, lamps, drums, blades, fuser rollers, covers, laser units, developer units and consumables (toner, developer, etc.)
- FASCIMILE:** All items specifically excluded are the following: consumables (toner, developer etc.), drums, fluorescent lamps.
- Bulbs, covers, thermal heads, and transmit verification stamps. And Fuser units.**

Axion Business Technologies shall be the sole judge of part replacement requirements. Any excluded parts or replacements thereof are to be paid for by the Customer at Axion Business Technologies. All parts will be shipped via the fastest possible carrier or Mail, if available.

## 12. EQUIPMENT INSPECTION AND APPROVAL

Customer will, if it has executed this Agreement after the initial installation date of the Equipment, allow Axion Business Technologies to inspect the Equipment. Any deficiencies found in the Equipment must be corrected at Customer's expense prior to acceptance of the Service Agreement by Axion Business Technologies.

## 13. EQUIPMENT MOVED FROM SITE

Customer will not permit the Equipment to be moved from the site without obtaining prior written consent of Axion Business Technologies at its home office in Cranston, Rhode Island. Such permission may require an adjustment in the cost of this Agreement if the Equipment is to be moved to an area entailing greater travel costs.

## 14. ACCESSORY ITEMS AND PROCESSORS

Accessory items are not covered under this Agreement unless specified, such as print controller, network cards, scanners, fax cards, or coin charger units.

## 15. RECONDITIONING

When, in Axion Business Technologies opinion, a shop reconditioning is necessary because normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Axion Business Technologies will submit in writing a cost estimate of needed repairs which will be in addition to maintenance charges. If the Customer does not authorize such work within 5 days, Axion Business Technologies may refuse to renew this Agreement for the unit, and/or refuse to continue to service the unit under this Agreement, furnishing service only on a "per call" basis invoiced to the Customer at Axion Business Technologies then current Service Rate.

## 16. WARRANTY AND LIABILITY

Axion Business Technologies warrants only that it will furnish the agreed PM, repair service and parts during term hereof as aforesaid, however, Axion Business Technologies will not be responsible for failure to furnish PM, repair service or parts due to strike, fire, flood, accident, civil or military authority, delay by suppliers of materials or lack of availability or any other cause beyond Axion Business Technologies reasonable control. Axion Business Technologies shall in no event be liable to Customer or any other person for any other or further costs, expenses, delays, or damages in connection with its repair PM or repair service hereunder, including without limitation incidental or consequential damages to any person or property, by reason of Axion Business Technologies, negligence or otherwise, and Customer shall indemnify and hold harmless Axion Business Technologies against all such costs, expenses, delays or damages. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES, UPON OCCURRENCE OF ANY DEFAULT BY CUSTOMER HEREUNDER, OR UNDER ANY OTHER AGREEMENT BETWEEN AXION BUSINESS TECHNOLOGIES AND CUSTOMER, ALL AXION BUSINESS TECHNOLOGIES WARRANTIES HEREUNDER AND UNDER ANY OTHER AGREEMENT BETWEEN THE PARTIES SHALL THEREUPON TERMINATE AND ALL OBLIGATIONS OF AXION BUSINESS TECHNOLOGIES TO SERVICE ANY EQUIPMENT OF CUSTOMER SHALL THEREUPON TERMINATE.

## 17. ASSIGNMENT

This Agreement shall not be transferred or assigned by Customer or by operation of law without the prior consent of Axion Business Technologies.

## 18. COMPLETE AGREEMENT

This is the complete agreement between the parties with respect to the subject matter hereof and all prior discussions and negotiations are merged herein. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understandings changing or modifying the terms hereof. No waiver, change, amendment or discharge hereunder on the part of Axion Business Technologies shall be effective unless in writing and signed by an authorized officer of Axion Business Technologies. This Agreement shall become effective for the term hereof upon acceptance by Axion Business Technologies at Cranston, Rhode Island. This Agreement shall be governed by and construed according to the laws of the State of Rhode Island. Written or verbal cancellation of this Agreement does not warrant cash refund or credits.

Customers Initials \_\_\_\_\_



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

RECEIVED  
SELECTMENS OFFICE

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

JUL 07 2014

TOWN OF TRURO  
MASSACHUSETTS

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

NAME: TOM BOW HOME TELEPHONE: \_\_\_\_\_

ADDRESS: 34 GREAT HOLLOW WORK PHONE: \_\_\_\_\_

MAILING ADDRESS: 327 W. STEELE E-MAIL: \_\_\_\_\_  
WEST HART. # 06117

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

BEACH COMMISSION

SPECIAL QUALIFICATIONS OR INTEREST: I HAVE SERVED AS CHAIR AND  
MEMBER OF TRURO GOLF ADVISORY COMMISSION FOR  
LAST 6-7 YEARS AND I AM A CURRENT MEMBER OF  
THE ED @ COMMISSION

COMMENTS: I WOULD LIKE TO CONTRIBUTE TO THE TOWN  
AS A MEMBER OF THE BEACH COMMISSION. I REALIZE  
THE BEACHES IN TRURO ARE A TRUE ASSET OF THE  
TOWN. I WOULD LIKE TO SHARE MY THOUGHTS AND  
IDEAS TO HELP PRESERVE THE BEACHES AND  
THEM BEAUTIFUL ~~MAKE~~ KEEP

SIGNATURE: [Signature] DATE: 7/7/14

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_

---

**From:** Eliza Harned  
**To:** ntudor@truro-ma.gov  
**Date:** 07/15/2014 04:49 PM  
**Subject:** Re: Fw: Beach Commission Application

---

Nicole  
Looks good he would be a great addition to the beach commission.  
Thanks  
Eliza

On Jul 15, 2014 4:46 PM, "Nicole Tudor" <[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)> wrote:

Hi Eliza, did you get a chance to review the application? The Board of Selectmen will be reviewing the application on the 22nd. Thank you! Nicole

Nicole Tudor  
Selectmen's Office  
Licensing Agent/Administrative Secretary  
Truro Town Hall  
24 Town Hall Rd  
PO Box 2030  
Truro, MA 02666  
Phone:  [\(508\)349-7004 Ext 10](tel:(508)349-7004)  
Fax:  [\(508\)349-5505](tel:(508)349-5505)  
[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)  
[www.truro-ma.gov](http://www.truro-ma.gov)

---

**From:** Nicole Tudor [mailto:[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)]  
**To:** Eliza Harned [mailto:]; Eliza Harned [mailto:]  
**Cc:** Noelle Scoullar [mailto:[nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)]  
**Sent:** Tue, 08 Jul 2014 14:09:09 -0500  
**Subject:** Beach Commission Application

Hi Eliza, when you have a moment would you kindly respond to the application attached. Thank you!!  
Nicole

Nicole Tudor  
Selectmen's Office  
Licensing Agent/Administrative Secretary  
Truro Town Hall  
24 Town Hall Rd  
PO Box 2030  
Truro, MA 02666  
Phone:  [\(508\)349-7004 Ext 10](tel:(508)349-7004)  
Fax:  [\(508\)349-5505](tel:(508)349-5505)  
[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)  
[www.truro-ma.gov](http://www.truro-ma.gov)

---

**From:** [MailRoomScanner@truro-ma.gov](mailto:MailRoomScanner@truro-ma.gov)  
**To:** [licensingclerk@truro-ma.gov](mailto:licensingclerk@truro-ma.gov)

# The Commonwealth of Massachusetts

Town of Truro

To Lisa Maria Tobia

\_\_\_\_\_: We, the Selectmen of Truro

by virtue of the authority vested in us by the laws of the Commonwealth, do hereby appoint you

to serve as a part-time Telecommunicator for the Truro Police Department:

for a term beginning July 22, 2014 until no longer employed.

Given at Truro this 22nd day of July 20 14.

Recorded \_\_\_\_\_ A.D. 20

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

Selectmen  
of  
Truro

Attest: \_\_\_\_\_ Town Clerk

# The Commonwealth of Massachusetts

Town of Truro

To Heather Pinargote

\_\_\_\_\_: We, the Selectmen of Truro

by virtue of the authority vested in us by the laws of the Commonwealth, do hereby appoint you

to serve as a part-time Telecommunicator for the Truro Police Department:

for a term beginning July 22, 2014 until no longer employed.

Given at Truro this 22nd day of July 20 14.

Recorded \_\_\_\_\_ A.D. 20

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

Selectmen  
of  
Truro

Attest: \_\_\_\_\_ Town Clerk

---

**From:** Alan  
**To:** ntudor@truro-ma.gov  
**Date:** 06/23/2014 03:16 PM  
**Subject:** Service to the Town as a volunteer on the ZBA

---

Dear Members of the Board of Selectmen,

As of last Friday I am no longer a resident of the Town of Truro. I do not have a residence and will not have for some time. It is possible that I may find my new residence in Truro when I do but that is only a possibility.

I will be happy to continue to serve on the Zoning Board of Appeals if the Selectmen so choose, perhaps as a alternate. I will leave it to you, the Selectmen, to decided what you would like to do as I serve at the pleasure of your Board.

Sincerely,

Alan Efromson





# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

RE-APPOINTMENTS FOR JULY 22ND, 2014

THE FOLLOWING PEOPLE ARE SEEKING RE-APPOINTMENT

PARKER SMALL-SHELLFISH ADVISORY COMMITTEE AS AN ALTERNATE

JANICE ALLEE-ZBA APPOINTMENT FULL MEMBER

KEVIN KUECHLER -TRURO REPRESENTATIVE ON THE PROVINCETOWN  
WATER & SEWER BOARD



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## MEMO

**To:** Board of Selectmen

**From:** Robert C. Lawton Jr.

**Date:** July 16, 2014

**Re:** Special Municipal Employees

---

As part of research regarding exempt employees from the provisions of the conflict of interest law I found, on a related matter, that the list of special municipal employees which was adopted in 1963 must be updated. In correspondence from the State Ethics Commission in 2005 the Ethics Commission noted that the special municipal employee list in 1963 is not consistent with another shorter letter sent to the Commission in 1965 and the Ethics Commission stated that the town needs to revoke all special municipal employee designations as such designation is not by name but by position.

I would therefore ask the Board of Selectmen to vote to revoke the August 16, 1963 list of special municipal employees. I would also ask that the Board of Selectmen vote to adopt a list of special municipal employees, by category which is attached, dated July 2014.

I have attached copies of the fax dated 7/22/2005 from the State Ethics Commission and the two documents referred to in that fax for your information.

### 2014 List of Special Municipal Employees by Category

Board of Assessors  
Planning Board  
Zoning Board of Appeals  
Truro School Committee  
Cemetery Commission  
Board of Library Trustees  
Finance Committee  
Recreation Commission

Clerical Employees  
Call Fire Fighters  
Registrars of Voters  
Board of Health  
Conservation Commission  
Charter Review Committee  
Town Administrator Review Committee

Definition of a Special Municipal Employee  
M.G.L. 268A § 1

(n) "Special municipal employee", a municipal employee who is not a mayor, a member of the board of aldermen, a member of the city council, or a selectman in a town with a population in excess of ten thousand persons and whose position has been expressly classified by the city council, or board of aldermen if there is no city council, or board of selectmen, as that of a special employee under the terms and provisions of this chapter; provided, however, that a selectman in a town with a population of ten thousand or fewer persons shall be a special municipal employee without being expressly so classified. All employees who hold equivalent offices, positions, employment or membership in the same municipal agency shall have the same classification; provided, however, no municipal employee shall be classified as a "special municipal employee" unless he occupies a position for which no compensation is provided or which, by its classification in the municipal agency involved or by the terms of the contract or conditions of employment, permits personal or private employment during normal working hours, or unless he in fact does not earn compensation as a municipal employee for an aggregate of more than eight hundred hours during the preceding three hundred and sixty-five days. For this purpose compensation by the day shall be considered as equivalent to compensation for seven hours per day. A special municipal employee shall be in such status on days for which he is not compensated as well as on days on which he earns compensation. All employees of any city or town wherein no such classification has been made shall be deemed to be "municipal employees" and shall be subject to all the provisions of this chapter with respect thereto without exception.

# The Commonwealth of Massachusetts

## State Ethics Commission

John W. McCormack State Office Building, Room 619  
One Ashburton Place, Boston 02108  
Telephone (617) 727-0060  
Fax (617) 723-5851

### FAX TRANSMITTAL FORM

DATE: 7/22/05  
FAX TO: SUSAN KELLY  
FAX NO: 508 349-5505  
FROM: DAVID WILSON  
NUMBER  
OF  
PAGES: 6 (including this transmittal page)

REMARKS: FYI, THE ACCOMPANYING FILINGS OF 1963 & 1965 ARE ALL WE HAVE FROM TRURO. NOTE THAT THEY ARE CONTRADICTORY! I RECOMMEND THAT THE TOWN REVOTE ALL SPECIAL MUNICIPAL EMPLOYEE DESIGNATIONS & NOT RELY ON '63

The documents included with this facsimile transmittal sheet contain LIST information from the State Ethics Commission that may be confidential by statute. M.G.L. c. 268A and c. 268B. This information is intended to be only for the use of the addressee named on this transmittal sheet. If you are not the addressee, note that any disclosure, photocopying, distribution or use of the contents of this faxed information may be prohibited. If you received this transmittal in error, please notify us by telephone immediately to make arrangements for its return to us.

Please notify us by telephone if there is any problem with the transmission of these materials.

OFFICE OF  
TOWN CLERK  
TREASURER - COLLECTOR OF TAXES  
TOWN OF TRURO, MASS.

Commonwealth of Massachusetts  
Department of the Attorney General  
State House,  
Boston 02133  
Massachusetts

Edward W. Brooke, Attorney General

ATTORNEY GENERAL  
RECEIVED  
NOV 24 1965  
Ref'd to Thomas  
Ans. \_\_\_\_\_

Dear Mr. Brooke:

Re: GL Chapter 268A      Conflict of Interest Law

Please be advised that the Town of Truro has no Personnel or Wage Board.

Consequently, we have no classification of appointed or elected town officials.

At the Annual Town Meeting of February 15, 1965, it was voted to make a study of the wage and job classification situation, and an interim committee was appointed at that time.

This committee will report at the annual meeting of February, 1966, and, hopefully, will have a salary plan and classification plan available sometime in the near future.

Yours very truly,

*Thomas A. Kane*

Thomas A. Kane,  
Town Clerk, Truro, Mass.

November 23, 1965



OFFICE OF  
 SELECTMEN, ASSESSORS, AND BOARD  
 OF PUBLIC WELFARE

TRURO, MASS.

August 16, 1963

ATTORNEY GENERAL

REC'D AUG 28 1963

Ref'd to *Swarth*

Ans.

Edward W. Brooke, Attorney General  
 Department of the Attorney General  
 State House  
 Boston 33, Mass.

Re: Classifications, Conflict of  
 Interests

Dear Mr. Brooke:

Following are listed the classifications made  
 of all appointed and elected City or Town Officials:

Job Title	Name	Classification
Selectmen	Irving A. Herton	Regular
"	John R. Dyer, Jr.	"
"	Harold J. Benklin	"
Assessors	As above	"
Town Clerk	Thomas A. Kane	"
Treasurer	" " "	"
Collector of Taxes	" " "	"
Supt. of Streets	Charles E. Snow	"
Chief of Police	Harold M. Berrio	"
Full time Patrolman	Donald A. Belisle	"
Social Worker	Lucille S. Boyd	"
Clerk	" " "	"
Town Accountant	" " "	"
School Faculty	Joseph G. Peters, Jr.	" Teacher
	Mary D. Williams	" "
	Emma T. Holway	" "
	Elizabeth Cook	" "
	Gertrude Clancy	" "
	Anne W. Roche	" "
	William L. Roche	Supt. of Schools



OFFICE OF  
SELECTMEN, ASSESSORS, AND BOARD  
OF PUBLIC WELFARE

TRURO, MASS.

-2-

Job Title	Name	Classification
Bd. of Public Welfare	Harold J. Conklin	Special
	John R. Dyer, Jr.	"
	Irving A. Horton	"
Moderator	Wilfred G. Slade	"
School Committee	Joseph Duarte	"
	Robert Dubba	"
	Norman Rose	"
Cemetery Commissioners	James H. Johnston	"
	Manuel G. Cook	"
	Irving R. Wheeler	"
Planning Board and Park Comm.	Antone Duarte, Jr.	"
	Herbert W. Stranger, Sr.	"
	Lloyd F. Rose	"
	Emily Hoeffel	"
	John C. Worthington	"
Library Trustees	Emma T. Holway	"
	Erma Allen	"
	Dorothy Wilson	"
Librarians	Myra Thompson	"
	Ruth P. Dyer	"
Constable	Harold M. Berrie	"
Tree Warden	Arthur F. Joseph	"
Finance Committee	John S. Perry	"
	Stephen R. Perry	"
	Horace H. Snow, Sr.	"
	Charles F. Francis	"
	Charles H. Holway	"
	Winthrop Farwell	"
	Sebastian Davis	"
John W. Carleton	"	
Recreation Commission	Thompson L. Holway	"
	Jacquelyn Holway	"
	Marie Stephens	"
	Eleanor Schoonejongen	"



OFFICE OF  
SELECTMEN, ASSESSORS, AND BOARD  
OF PUBLIC WELFARE  
TRURO, MASS.

-3-

Job Title	Name	Classification
Pound Keeper, Fence Viewers	John Fratus	Special
	John Noons	"
Shellfish Warden	Robert Bostock	"
Harbor Master	John C. Worthington	2
Surveyor of Lumber	John Fratus	"
Registrars of Voters	Erving A. Horton	"
	John R. Dyer, Jr.	"
	Harold J. Conklin	"
	Thomas A. Kane	"
Town Hall Janitor	Walter T. Boyd	"
Moth Agent	Arthur F. Joseph	"
Inspector of Animals	Don Westover	"
Sealer of Wgts & Measures	Robert A. Bumps	"
Inspector of Slaughtering	Arthur F. Joseph	"
Town Dump Custodian	Richard F. Steele	"
Wire Inspector	John T. Czyoski	"
Deputy Wire Inspector	Albert S. Bettencourt	"
Board of Fire Engineers	Edward Roza	
	Donald Ormsby	
	George A. Howard	
Fire Chief	Raymond S. Joseph	"
Other police Officers	Charles E. Starr	"
	Eugene Gervais, Jr.	"
	Frederick Sylvia	"
	William L. Grozier	"
	John V. Perry	"
	Ernest Silva	"
	Raymond J. Enos	"
Veterans Agent	Irving A. Horton	"



OFFICE OF  
 SELECTMEN, ASSESSORS, AND BOARD  
 OF PUBLIC WELFARE

TRURO, MASS.

-4-

Job Title	Name	Classification
Board of Health	Irving A. Horton	Special
	John R. Dyer, Jr.	"
	Harold J. Conklin	"
Civil Defense Director	Albert S. Bettencourt	"
Board of Appeals	Lewis Paul Todd	"
	David M. Francis	"
	Arthur J. Guilbert	"
Conservation Commission	Courtney Allen	"
	Lewis Paul Todd	"
	Wilfred G. Saade	"
Highway Employees	Earl Parker	"
	Andrew Jordan	"
	Richard F. Steele	"
	Joseph W. Noons, Sr.	"
	William L. Grozier	"

all other employees of the Town of Truro are classified as Special.

Very truly yours,

For the Selectmen

*Lucille S. Boyd*  
 Clerk



# TOWN OF TRURO

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

## MEMO

**To:** Board of Selectmen

**From:** Robert C. Lawton Jr. 

**Date:** July 10, 2014

**Re: Interest exemptions**

---

I was recently asked if it was acceptable for summer employee in the Recreation Department to hold two different positions (Head Counselor and Inclusion Specialist) while employed by the Recreation Department. The answer is yes. Under chapter 268 A section 20 of the general laws an employee in a town having a population of less than 3500 persons may hold one or more appointed positions in the town provided that the board of selectmen approved the exemption of his/her interest in the section.

I would ask that the board of selectmen approve the individual requests for Sara Akbari, Zach Cowing, Katie Snow, Austin Smith, and Megan Mittal exemption for the part-time positions in the recreation department for inclusion specialist and recreation counselor.

Cc: J. Dolan

July 14, 2014

Dear Truro Board of Selectmen,

Please consider this letter, my formal request to serve dual roles as both part-time **Counselor** and part-time **Inclusion Specialist**. It is my understanding that holding these roles during the same period of time is permissible under MGL 268A Section 20, with your approval. The section states:

*This section shall not prohibit an employee in a town having a population of less than three thousand five hundred persons from holding more than one appointed position with said town, provided that the board of selectmen approves the exemption of his interest from this section.*

It is my sincere hope that you will approve my request so that I may serve the Town in these roles.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sara Akbari', written in a cursive style.

Sara Akbari

July 14, 2014

Dear Truro Board of Selectmen,

Please consider this letter, my formal request to serve dual roles as both part-time **Head Counselor** and part-time **Inclusion Specialist**. It is my understanding that holding these roles during the same period of time is permissible under MGL 268A Section 20, with your approval. The section states:

*This section shall not prohibit an employee in a town having a population of less than three thousand five hundred persons from holding more than one appointed position with said town, provided that the board of selectmen approves the exemption of his interest from this section.*

It is my sincere hope that you will approve my request so that I may serve the Town in these roles.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zack Cowing', written in a cursive style.

Zack Cowing

July 14, 2014

Dear Truro Board of Selectmen,

Please consider this letter, my formal request to serve dual roles as both part-time **Counselor** and part-time **Inclusion Specialist**. It is my understanding that holding these roles during the same period of time is permissible under MGL 268A Section 20, with your approval. The section states:

*This section shall not prohibit an employee in a town having a population of less than three thousand five hundred persons from holding more than one appointed position with said town, provided that the board of selectmen approves the exemption of his interest from this section.*

It is my sincere hope that you will approve my request so that I may serve the Town in these roles.

Sincerely,

A handwritten signature in black ink, appearing to read 'Katie Snow', with a long horizontal line extending to the right.

Katie Snow

July 14, 2014

Dear Truro Board of Selectmen,

Please consider this letter, my formal request to serve dual roles as both part-time **Counselor** and part-time **Inclusion Specialist**. It is my understanding that holding these roles during the same period of time is permissible under MGL 268A Section 20, with your approval. The section states:

*This section shall not prohibit an employee in a town having a population of less than three thousand five hundred persons from holding more than one appointed position with said town, provided that the board of selectmen approves the exemption of his interest from this section.*

It is my sincere hope that you will approve my request so that I may serve the Town in these roles.

Sincerely,

A handwritten signature in black ink, appearing to read "Austin Smith". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Austin Smith

July 14, 2014

Dear Truro Board of Selectmen,

Please consider this letter, my formal request to serve dual roles as both part-time **Counselor** and part-time **Inclusion Specialist**. It is my understanding that holding these roles during the same period of time is permissible under MGL 268A Section 20, with your approval. The section states:

*This section shall not prohibit an employee in a town having a population of less than three thousand five hundred persons from holding more than one appointed position with said town, provided that the board of selectmen approves the exemption of his interest from this section.*

It is my sincere hope that you will approve my request so that I may serve the Town in these roles.

Sincerely,

Megan Mittal

A handwritten signature in black ink that reads "Megan E. Mittal". The signature is written in a cursive style with a large, stylized initial "M".

# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666  
Tel: (508) 349-7004 10 & 24 Fax: (508) 349-5505



## APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

Applicant: Paul Curley Email: biketrek@luqne.org

Group Affiliation (If Any): American Lung Association

Mailing Address: 460 Totten Pond Rd Ste 400 City: Waltham State: MA Zip: 02451

Phone: 781 314 9002 Cell Phone: 508 942 4621

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

300 bicycle riders taking part  
in the 30th Annual Autumn Escape Bike Trek

Streets &/or Roads to be Used: included

Date(s) and Hours Race/Event: Sunday Sept 28 2014 Day: Sunday

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

I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity.

Paul Curley  
Signature of Applicant

6/24/2014  
Date

Action by the Board of Selectmen:

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

Approved as submitted

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

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

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

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

<b>Health/Conservation Agent Signature:</b>  _____ Comments/Conditions:  Permits/Inspections needed:	<b>Building Commissioner Signature:</b>  _____ Comments/Conditions:  Permits/Inspections needed:
<b>Police Department Signature:</b> <i>Kyle Takaljev</i> _____ Comments/Conditions:	<b>Fire Department Signature:</b> <i>Brian Devo</i> _____ Comments/Conditions:
<b>DPW Signature:</b>  _____ Comments/Conditions:	<b>Harbormaster Signature:</b>  _____ Comments/Conditions:
<b>BEACH SUPERVISOR:</b>  _____ Comments/Conditions:	

**AMERICAN LUNG ASSOCIATION®**  
Fighting for Air

May 6, 2014



American Lung Association  
of the Northeast

LungNE.org  
1-800-LUNG USA

OFFICES:

**Connecticut**  
45 Ash Street  
E. Hartford, CT 06108

**Maine**  
122 State Street  
Augusta, ME 04330

**Massachusetts**  
460 Totten Pond Road  
Suite 400  
Waltham, MA 02451

393 Maple Street  
Springfield, MA 01105

**New Hampshire**  
1800 Elm Street  
Manchester, NH 03104

**New York**  
155 Washington Ave., Suite 210  
Albany, NY 12210

21 West 38th Street, 3rd Floor  
New York, NY 10018

237 Mamaroneck Ave., Suite 205  
White Plains, NY 10605

700 Veterans Memorial Highway  
Hauppauge, NY 11788

1595 Elmwood Avenue  
Rochester, NY 14620

**Rhode Island**  
260 West Exchange Street  
Suite 102B  
Providence, RI 02903

**Vermont**  
372 Hurricane Lane  
Suite 101  
Williston, VT 05495

Breon N. Dunigan  
Truro Board of Selectment  
P.O. Box 2030  
Truro, MA 02666

Dear Mr. Dunigan,

**The American Lung Association's 2014 Autumn Escape Bike Trek** is set to take place **Friday, September 26, through Sunday, September 28, 2014**. The Autumn Escape Bike Trek, now in its 30th year, is a three-day event to raise funds to help further our mission *to save lives by improving lung health and preventing lung disease*.

A maximum of 300 bicyclists will take part in the **2014 Autumn Escape Bike Trek**. Riders participate at their own speed. All of the cyclists must wear ANSI approved helmets and are instructed to ride safely and follow all traffic laws and regulations. The **AEBT** will have both medical and mechanical support. We strive to limit our use of main roads when possible. Enclosed you will find a copy of our proposed route through your city/town.

I am contacting the Police Department and the Board of Selectmen/Town Manager for approval and recognition to pass through your town. Please sign this letter acknowledging your awareness of our event and return it the enclosed envelope no later than July 15, 2014. Your signature is necessary to obtain the appropriate State Highway Permits.

You can reach me with any questions or concerns at (781) 314-9000. Thank you for your continued support throughout the years.

More information is available on the **30th Annual Autumn Escape Bike Trek** at [www.biketreknewengland.org](http://www.biketreknewengland.org).

Sincerely,

Paul Curley  
Route Manager

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Please Print Name/Title

\_\_\_\_\_  
Date

<b>Go (Mile)</b>	<b>To (Mile)</b>	<b>Signs</b>	<b>Direction</b>	<b>Location (roads of travel in Bold)</b>	<b>Landmarks</b>
<b>Truro</b>					
1	24.8		straight	on <b>Old County Road</b>	Prince Valley Rd on right
1.8	26.6		bear right	onto <b>Depot Road</b>	
0.5	27.1		straight	onto <b>Pamet Road</b>	slight jog, under Rt 6
0.1	27.2		left	onto <b>N. Pamet Road</b>	
0.1	27.3	<b>SIGN</b>	left	onto <b>Ramp to Rt 6 East</b>	dirt road group goes straight
0.1	27.4	<b>ss</b>	bear right	onto <b>Rt 6 East</b>	Caution heavy traffic
2.5	29.9		right	onto <b>South Highland Rd</b>	sign for camping
1	30.9		straight	on <b>South Highland Rd</b>	Horton's Campground on right
0.2	31.1		straight	on <b>South Highland Rd</b>	entrance to museum on right
0.1	31.2	<b>SIGN</b>	left	onto <b>Highland Rd</b>	
0.8	32	<b>SIGN</b>	left	onto <b>Ramp to Rt 6 East</b>	
0.1	32.1		bear right	onto <b>Rt 6 East</b>	Caution heavy traffic
0.4	32.5	<b>SIGN</b>	right	onto <b>Head of Meadow Road</b>	
0.9	33.4		straight	<b>into Rest Stop #3, Beach Parking Lot</b> <b>100 Head of the Meadow Rd., Truro, MA 02657</b>	
0	33.4		exit	onto <b>Head of the Meadow Bike Trail</b>	narrow and bumpy in places
1.9	35.3		left	onto <b>High Head Road</b>	dirt road
0.3	35.6		bear right	on <b>High Head Road</b>	becomes paved
0.3	35.9	<b>ss</b>	right	onto <b>Rt 6 East</b>	Caution heavy traffic
1.7	37.6		straight	on <b>Rt 6 East</b>	town line
<b>P-town</b>					
2	39.6	lights	straight	on <b>Rt 6 East</b>	at Conwell/Race Point Road
0.5	40.1	<b>BL - S</b>	left	onto <b>Shank Painter Rd</b>	
0.1	40.2		left	onto <b>Jerome Smith Rd</b>	cemetery on left
0.1	40.3		right	onto <b>Winslow St</b>	cemetery on left
0.3	40.6		right	<b>into Community Center</b> <b>8 Winslow St., Provincetown, MA 02657</b>	Finish Day 3



# 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](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto: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

Charlie Costa Name of Applicant Pamet Harbor Club, Inc Business/Organization Name

PO Box 555 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

Charlie Costa Contact Person 508 349-3772 Phone Number on file charlie@pametcub.com Email

### INDIVIDUAL APPLICANT INFORMATION

Individual's Name \_\_\_\_\_ Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

### EVENT INFORMATION

7-26-14 Date of Event for License to be issued Club social event Purpose of Event (example: wedding, fundraiser)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 5 AM to 10:30 PM

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

Pamet Harbor Yacht Club, Inc, 7 Yacht Club Rd Property Owner Name and Address 508-349-3772 Phone number

N/A Name of Caterer (if applicable) ~ 65 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?) Cape Cod Wholesale Wine & Spirits

Who will be serving the Alcohol? either 1) Professional Bartending Services 2) Cosmos Catering TBO

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] 7-2-14  
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.
- The Local Licensing Authority may impose restrictions and/or conditions.

**Office Use Only**

**APPROVAL**

Board of Selectmen \_\_\_\_\_ Meeting Date \_\_\_\_\_

Police Department Kyle Takaljian Date 7/7/14

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

TIPS - Server required



# TOWN OF TRURO

## Licensing Department

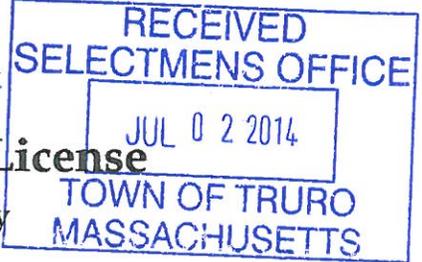
PO Box 2030, Truro, MA 02666

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

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

Official Use Only

Permit No. \_\_\_\_\_



### 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

Truro Historical Society Name of Applicant Business/Organization Name

P.O. Box 468 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

Sigrid D Wiemers Contact Person 508-413-9549 Phone Number sigwiemers@msn.com Email

#### INDIVIDUAL APPLICANT INFORMATION

Individual's Name Mailing Address

Phone Number Email Address

#### EVENT INFORMATION

July 24, July 30, August 11, September 14, 2014 Day (s)/Date (s) of Event for License to be issued Purpose of Event (example: fundraiser) fundraiser

Hours of Event (from - to) 6 PM - 10 PM

Highland House Museum @ Highland Rd N. Truro Location (Must provide facility name, if any, street number and name) Event is:  Indoor  Outdoor Event (Please check applicable box)

U.S. National Seashore Property Owner Name and Address Phone number

Seating Capacity: 75+ Occupancy Number: \_\_\_\_\_

na 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) 1-3 per venue

Amplified System:  Yes  No

Shows:  Theater  Movies  Floor Show  Light Show  
Maybe

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 of Skemmis  
Signature

July 1, 2014  
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

Permit No. \_\_\_\_\_

Board of Selectmen \_\_\_\_\_ Meeting Date \_\_\_\_\_

Police Department Kyle Takaljian Date 7/2/14

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

TIPS - SERVER REQUIRED

# Truro Historical Society Events Calendar: Summer 2014

## Special Exhibitions

June 1 to July 11	"History of Truro Postcards:" from the extensive collections of Truro resident Peter Burgess and the THS
July 14 to August 15	"Highlights from the Highland House: New Acquisitions and Special Items from Our Collection"
August 16 to Sept. 30	"The Truro Paintings of Milton Wright: 1950-2005"

## Mondays at the Cobb

View the maps, photographs, books, and historical documents on paper at the Cobb Library Archive at 13 Truro Center Road. Many items are on sale.
Mondays, 9:00 AM to 12:30 PM June 9 to Sept 9

## Open House

Sept 30	Museum Closing
---------	----------------

## For Children

Archaeological Dig Box MONDAYS AND FRIDAYS July 8-August 29	Children (ages 7-10) simulate the excavation of a site modeled after the Payornet weetu (summer house), explored by the Mayflower Pilgrims in Truro in 1820
Museum Detective (10 AM to 4:30 PM)	Scour the museum to find selected objects and images prizes for all. Adults enjoy this too!

## Highland Evening Speakers Series (7 to 8:15 PM)

July 9	Peter Burgess: "Postcard Collecting."
July 16	Dr. Greg Skomal: "Sharks in Our Waters"
July 23	Mark McGrath: "A Cape Cod Adventure: Secret Places and Walking Tour of Cape Cod Beaches"
August 6	Scott Landry: "Whale Disentanglement"
August 13	Chet Lay: "Surveying the Outer Cape: A Unique Historical Point of View"
August 20	Sebastian Junger: "The Last Patrol"
August 27	Jon Arterton: Outer Cape Chorale Chamber Singers
September 3	Milton Wright Dedication and Reception
September 10	Sarah Anne Johnson: <i>Lightkeeper's Wife</i>
September 17	Susan Kurtzman, Director: "Jobi Pottery 1953-2014"

## Historical Tours

Pilgrim Walk at Corn Hill (July & August)	Dr. Robin Robertson retraces the path of Mayflower Pilgrim explorers at Corn Hill, Truro during their first landing in the New World
Truro's Cemeteries (September)	Robert Masson, Truro's Cemetery Commissioner, makes history come alive with stories about people- their families, their spouses and how they lived and died.

## A New Musical Series: Celebrating the American Songbook at the Highland House Museum (all programs start at 7:00 PM)

### Thursday, July 24

Zoe Lewis and the Bootleggers. Zoe Lewis brings her fantastic song and dance review (performed each summer in Provincetown) to the Highland House. Music of the 20s and 30s by the costumed Bootleggers – a totally lively performance! \$20

### Wednesday, July 30

Ukulele Fest. Throw open the doors, bring your ukulele, all are invited to play and sing along! If you don't have a ukulele, you'll have a great time joining the sing-along! Donations accepted

Monday, August 11

Bruce Abbott and Friends Jazz Trio. Top notch saxophone, eight-string guitar and bass players... the trio will present a special performance for the series. \$20

Friday, September 12

DJ Beth O. Sock Hop. Beth brings our rocking season to a close with a retro 50s and 60s Sock Hop! You can "Twist and Shout," do the "Mashed Potatoes," and have a blast at the season closing party! \$10 Donation



# TOWN OF TRURO

## Licensing Department

PO Box 2030, Truro, MA 02666

PH: 508-349-7004, Ext. 10 & 24 Fax: 508-349-5505  
Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

Official Use Only

Permit No. \_\_\_\_\_

RECEIVED  
SELECTMENS OFFICE

JUL 14 2014

TOWN OF TRURO  
MASSACHUSETTS

### Application for an Entertainment License

Weekday

Sunday

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

#### BUSINESS/ORGANIZATION INFORMATION

Carlotta Zilliox  
Name of Applicant

First Parish Congregational Church  
Business/Organization Name

Box 149 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

Carlotta Zilliox  
Contact Person

508-246-5057  
Phone Number

CARIOTTAZILLIO@gma.  
Email

#### INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

#### EVENT INFORMATION

7/15 - 7/25 - 7/29 8/23  
Day (s)/Date (s) of Event for License to be issued

(4)

community entertainment  
Purpose of Event (example: fundraiser)

Hours of Event (from - to) 7-9

Church 3 Parish house  
Location (Must provide facility name, if any, street number and name)

Event is:  Indoor  Outdoor Event  
(Please check applicable box)

First Congregational Parish  
Property Owner Name and Address

508 349-7735  
Phone number

Seating Capacity: 180

Occupancy Number: \_\_\_\_\_

\_\_\_\_\_  
Name of Caterer (if applicable)

Approximate number of people attending 40 if we're lucky

*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 2-20 (VARIOUS instruments)

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.

Carlotta Zileis  
Signature

7/14/14  
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**

Permit No. \_\_\_\_\_

Board of Selectmen \_\_\_\_\_ Meeting Date \_\_\_\_\_

Police Department Kyle Takaljian Date 7/16/14

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

---

**From:** Kyle Takakjian <takakjian@truropolice.org>  
**To:** ntudor@truro-ma.gov  
**Date:** 07/14/2014 03:14 PM  
**Subject:** RE: New Entertainment Application received

---

No issues – will stop in to sign...

Kyle Takakjian  
Chief of Police  
Truro Police Department  
508-487-8730 (Communications)  
508-487-8737 (Direct)



National Defense University  
Keystone 09 - 02

---

**From:** Nicole Tudor [mailto:[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)]  
**Sent:** Monday, July 14, 2014 2:55 PM  
**To:** Kyle Takakjian  
**Cc:** Noelle Scoullar  
**Subject:** New Entertainment Application received

Kyle, We received an entertainment application from the Meeting House (Parish Organizers). It lists additional dates extended from the Friends of the Meeting House entertainment events.

Please let me know if you have any questions.

Thank you, Nicole

Nicole Tudor  
Selectmen's Office  
Licensing Agent/Administrative Secretary  
Truro Town Hall  
24 Town Hall Rd  
PO Box 2030  
Truro, MA 02666  
Phone: (508)349-7004 Ext 10  
Fax: (508)349-5505  
[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)  
[www.truro-ma.gov](http://www.truro-ma.gov)

---

**From:** [MailRoomScanner@truro-ma.gov](mailto:MailRoomScanner@truro-ma.gov)  
**To:** [licensingclerk@truro-ma.gov](mailto:licensingclerk@truro-ma.gov)  
**Sent:** Mon, 14 Jul 2014 11:20:12 -0500

# TOWN OF TRURO

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



## APPLICATION FOR PERMIT TO USE TOWN-OWNED PROPERTY

Applicant: Friends of the Truro Meeting House Email: KALKME@truro.net

Group Affiliation (If Any): \_\_\_\_\_

Mailing Address: Box 149 City: Truro State: MA Zip: 02666

Phone: 508-349-7346 Cell Phone: \_\_\_\_\_

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

50-65 people for meeting, book signing, lecture, Truro Treasures Poetry Reading: No food or beverages

July 5 9:30 AM - 12:30 PM TNRTA Annual Meeting July 24 6:30 - 8:30 PM Book signing  
Aug. 21 6:30 - 8:30 PM Lecture: National Historic Register Sept. 20 5:00 - 7:00 PM TT Poetry/Prose Reading

Town Property to be Used: Town Hall Parking Lot

Date(s) and Hours of Use: July 5 9:30 - 12:30 AM July 24 6:30 - 7:50 Sat. 8/21 Thurs.  
Aug. 21 6:30 - 8:30 PM Sept. 20 5:00 - 7:00 PM 7/24 Thurs. 9/20 Sat.

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

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

*A fee waiver is requested as the Friends of the Truro Meeting House is a non-profit organization supporting the restoration of the Meeting House.*

Ann L. Keenan Signature of Applicant July 2, 2014 Date

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

\_\_\_\_\_ Approved as submitted

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

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

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

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

<b>Health/Conservation Agent Signature:</b> <hr/>	<b>Building Commissioner Signature:</b> <hr/>
Comments/Conditions: <hr/>	Comments/Conditions: <hr/>
Permits/Inspections needed: <hr/>	Permits/Inspections needed: <hr/>
<b>Police Department Signature:</b> <i>Kyle Takafjian</i> <hr/>	<b>Fire Department Signature:</b> <hr/>
Comments/Conditions: <hr/>	Comments/Conditions: <hr/>
<b>DPW Signature:</b> <hr/>	<b>Harbormaster Signature:</b> <hr/>
Comments/Conditions: <hr/>	Comments/Conditions: <hr/>
<b>Recreation &amp; Beach Director:</b> <hr/>	<b>OTHER:</b> <hr/>
Comments/Conditions: <hr/>	Comments/Conditions: <hr/>



# TOWN OF TRURO

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

## MEMO

**To:** Board of Selectmen

**From:** Robert C. Lawton Jr., Co-Acting Town Administrator

**Date:** July 15, 2014

**Re:** FY 2015 Goals and Objectives –Updates for July 22, 2014

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Attached is an Update on the Goals and Objectives listed Number 1 through 27 with updates on the following in bold and italicized; #2, #4, #5, #8, #10, #17, #18, #19abcd, # 20c, #22, #23, and #24



# TOWN OF TRURO

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

## Fiscal Year 2015 Goals and Objectives Updates July 22, 2014

### Introduction

The Truro Board of Selectmen has agreed to pursue the following goals and objectives for Fiscal Year 2015, July 1, 2014 through June 30, 2015. The goals and objectives are divided into six broad categories:

- TOWN FINANCE
- LONG RANGE PLANNING
- ENVIRONMENT
- TOWN SERVICES & PUBLIC SAFETY
- OUTREACH, COMMUNITY RELATIONS AND COMMUNICATION
- TOWN ADMINISTRATION

### TOWN FINANCE

**GOAL: TRURO WILL HAVE A BUDGET THAT PROVIDES FOR ESSENTIAL SERVICES, MINIMIZES BUDGETARY GROWTH AND IS SUSTAINABLE OVER THE LONG TERM.**

### ACTION ITEMS

1. The Board of Selectmen will pursue the following objectives in order to increase non property tax revenues to the town:
  - a. The Board of Selectmen will support the efforts of our representative to the Great & General Court of the Commonwealth of Massachusetts to gain approval of the Town's home rule petition to enable the Town to collect the local option rooms tax for short term vacation. *(New)*
  - b. The Town Administrator, Police Chief and Fire Chief will identify and apply for grant funding appropriate and relevant to the current and future needs of the Town of Truro to support the operations and enhancement of public safety and emergency management. *(New)*
  - c. The Town Administrator will evaluate the Town's grant seeking capacity and will make recommendations to the Board of Selectmen for ways to increase capacity in this area. *(New)*
2. The Board of Selectmen will conduct a comprehensive review of Town Fees in order to provide for reasonable and equitable fees that maximize income for the Town. The TA will prepare a complete list of all Town fees and recommend to the Board of Selectmen a process for reviewing Town fees that incorporates recommendations from Town Staff, relevant Boards and Committees and data regarding fee structures in other towns. *(Continuing-revised)* **We are currently compiling the lists of fees Truro**

*currently charges. We are researching studies already completed by other Cape Towns on fees and will fill in any gaps to show comparisons with other similar Cape Towns. We will then make recommendations to the Board from affected Departments and the Administrator.*

3. The Board of Selectmen will establish fiscal policies to address unfunded Other Post-Employment Benefits based on recommendations from the Finance Committee and the Town Administrator. *(New)*
4. The Town Administrator will report to the Board of Selectmen on actions taken to respond to the Auditor's Management Recommendations contained in the two most recent audits. *(New) I have reviewed the FY 12 and FY 13 audit recommendations. Several recommendations have been implemented. The balance will be assigned to individuals for action. A separate report will be submitted to the Selectmen on each of the audit recommendations.*

### LONG-RANGE PLANNING

**GOAL: TRURO WILL USE PLANNING AS A MEANS TO:**

- A. PREPARE FOR THE FUTURE;**
- B. IDENTIFY PROBLEMS AND ROADBLOCKS AS A WAY OF INFORMING EFFECTIVE SOLUTIONS AND POLICY;**
- C. PRIORITIZE RESOURCES;**
- D. DEVELOP PUBLIC POLICY;**
- E. COORDINATE SERVICES; AND,**
- F. EDUCATE AND ENGAGE CITIZENRY.**

5. The Board of Selectmen will continue to review and update the Town Charter by
  - a. Considering changes proposed by the Charter Review Commission and recommending proposals to the Annual Town Meeting *(Continuing-revised) WORTHINGTON & WEINSTEIN*
  - b. Placing changes approved at the 2014 Annual Town Meeting on the November 4, 2014 election ballot. *(new) I submitted to the Board information submitted by the Town Clerk who has stated that in her conversations with the State Election Board the Town cannot place the Charter questions on the November 2014 State ballot. ( see memo in 7/8 packet)*
6. 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. *(revised) WISOTZKY*
7. The Board of Selectmen will revitalize the Economic Development Committee and work with them to identify strategies for supporting sustainable economic development in the Town. *(Continuing)WORTHINGTON & WISOTZKY*
8. The Board of Selectmen will work with the Building Committee, the DPW Director, and 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)WORTHINGTON I have secured the name of the Mass DOT official we need to speak with to determine the availability of the Mass DOT facility on Route 6 and or the 7 acre parcel in North Truro. The DPW Director and I will contact the appropriate person and set a meeting time, with the Selectmen contact.*

9. 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 FY2015. *(new)* **WISOTZKY**

**ENVIRONMENT:**

**GOAL: THE TOWN OF TRURO WILL HOLD AS A PRIORITY THE PROTECTION OF OUR ENVIRONMENT AND OUR NATURAL RESOURCES.**

10. The Board of Selectmen, the Beach Commission, the Town Planner and the Police Chief/Emergency Management Director will initiate a process for developing long-term solutions to the effects of erosion at Ballston Beach and resulting flooding of the Pamet River Valley. *(Continuing-revised)* **BURGESS**  
*Ms. Burgess will be contacting the National Seashore to determine what studies they have completed on both goals 10 and 11. The Town Administrator and DPW Director will be viewing the situations and then meet with Ms. Burgess to discuss solutions.*
11. The Board of Selectmen, the Beach Commission, the Town Planner and the DPW Director will develop a long-term plan for the likely loss of parking spaces at Town beaches due to coastal erosion. *(New-revised)* **BURGESS**
12. The Town Administrator will conduct a comprehensive risk assessment that addresses issues related to climate change such as increased coastal erosion, sea-level rise and more powerful weather events and the impact these issues/events will have on Town property and services. *(New)* **BURGESS**

**TOWN SERVICES & PUBLIC SAFETY**

**GOAL: THE TOWN OF TRURO WILL PROVIDE FOR CURRENT AND ANTICIPATED NEEDS OF ITS CITIZENRY THROUGH THE PROVISION OF SERVICES INCLUDING PUBLIC SAFETY IN A STATE-OF-THE-ART FASHION THAT UTILIZE BEST PRACTICES AND THAT ARE EFFICIENT AND AFFORDABLE.**

13. The Board of Selectman, in conjunction with the Fire Chief, will implement recommendations contained in the Truro Fire and Rescue Advisory Committee (TFRAC)’s February 2014 report including conducting and completing a search for a full time Fire Chief by June 30, 2015. *(new)* **WISOTZKY**
14. The Board of Selectmen, working with the Board of Health and the Recycling Committee will explore ways to reduce the amount of solid waste handled through the Transfer Station by: *(Continuing)*
- 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 **WEINSTEIN**
15. The Board of Selectmen will work with the Chief of Police and the Bike and Walkway Committee to develop a safe roadway agenda that addresses the needs of currently “dangerous” roads as well as the expansion of safe bike-ways. *(Continuing)* **BURGESS**

16. The Police Chief will arrange for an emergency management training for the Board of Selectmen so that the Board members may better understand their roles and legal responsibilities. *(Continuing-revised)*  
**COBURN**
17. The Board of Selectmen will review the Town's General By-law regarding Alcoholic Beverages (Chapter III Public Health, Section 1 Alcoholic Beverages) and Policy Memorandum #14 (**LICENSE APPROVAL AND RENEWAL PROCEDURES**) recommend any changes that may be needed to accommodate special events and provide consistent policy guidance for Department Head approvals. *(Continuing)* **WORTHINGTON Nicole Tudor, in the Town Administrator office, is reviewing the Policy Memorandum and will make recommendations for changes, if necessary, to the Board of Selectmen.**
18. The Board of Selectmen will consider proposals from the Town Administrator to comply with new State regulations regarding the kenneling of lost and stray pets. *(new)* **The Town Administrator is reviewing the State Regulations regarding kennels and will make a recommendation on how to proceed to comply with the law.**

## OUTREACH, COMMUNITY RELATIONS AND COMMUNICATION

**GOAL: TRURO WILL HAVE AN OPEN GOVERNMENT THAT ENGAGES AND INVOLVES ITS CITIZENRY.**

19. The Board of Selectmen will strengthen outreach and communication efforts to more effectively engage all residents in the affairs of Town government *(Continuing)*
- a. An individual, designated by the Town Administrator, will be responsible for ensuring that each Town Department's information on the Town's Website is up-to date. *(New)* **The Town Administrator, with the concurrence of the MIS Director, suggested and the Board of Selectmen approved an extension to the current contract we have with the person who records the Selectmen meetings, Ms. Eliza Harned, to expand her contract to update the Town's web site and be the point person for new information to be put on the site. Goal completed.**
  - b. The Town Administrator will recommend ways to
    - i. Increase use of the Town's website by residents & visitors **The Town Administrator will work with Eliza Harned and the MIS Director to develop opportunities for residents and visitors to access the site.**
    - ii. Use Social Media to inform residents, property owners and visitors on civic community affairs and emergency notification, preparedness and services. *(New)*
  - c. The Town Administrator will negotiate a contract for the publication of official public notices in the Provincetown Banner. *(New)* **The Town Administrator has contacted the Banner to determine the costs, etc. The Banner is undergoing a change in management and our contact person has stated she will contact the TA with the name of the new person in charge on legal ads. After negotiations I will forward the results to the Board of Selectmen.**
  - d. The Town Administrator will make all Board of Selectmen agendas and meeting materials available in electronic form and available on the Town's website in advance of all posted meetings *(New)* **The Town Administrator, the MIS Director, and Staff have implemented the Dropbox system for all Selectmen meeting packets and agendas. The next step will be to make the Dropbox available on the Town web site. This goal will be completed by September 2015.**

- e. The Board of Selectmen will work with the Moderator to identify and implement strategies to increase attendance at Town Meeting and make Town Meeting more engaging, understandable and less confusing. **COBURN**
20. The Board of Selectmen and the Chairs of the Town's Committees and Boards will strengthen compliance with the State's Open Meeting Law, Ethics Law and Public Records Law. *(Continuing-revised)*
- a. The Board of Selectmen with the support of the Town Administrator and the Police Chief will develop a Code of Conduct for members of all elected and appointed Committees and Boards.
  - b. The Town Administrator will arrange for initial and ongoing training on the State's Open Meeting Law, Ethics Law and Public Records Law for all Town Committee Chairs and members as well as related Town Staff.
  - c. The Town Administrator will arrange for the provision of training and/or materials on civic participation, leadership and meeting management to all Town Committee Chairs and related Town Staff. The Town Administrator will develop a system for monitoring and ensuring all Town Elected and Appointed Officials and Town Staff complete the on-line Ethics Test administered by the State Ethics Commission on a regular basis. *The Town Administration staff have developed an ongoing chart to show individual and committee members who have completed the required courses and a chart showing who has not met the requirement. We will develop a recommended policy for the Selectmen to consider for adoption to ensure compliance with the education requirements.*
  - d. The Town Administrator will develop policies and systems for ensuring that all Town Employees complete the State Ethics Law Training as a condition of employment. *Same as 20 c.*
  - e. The Board of Selectmen will develop policies and systems for ensuring that members of all appointed Town Boards and Committees complete the State Ethics Law Training as a condition of appointment. **COBURN** *Same as 20 c.*
21. The Board of Selectmen, working with the Cable & Internet Advisory Committee will
- a. identify ways to ensure broadband internet service is available in all areas of the Town. *(Continuing)* **WEINSTEIN & WISOTZKY**
  - b. review the Town's contract with Comcast and monitor compliance with the terms of the contract including expansion of service. *(Continuing)* **WEINSTEIN & WISOTZKY**

## TOWN ADMINISTRATION

### **GOAL: THE TOWN ADMINISTRATION OF TRURO WILL:**

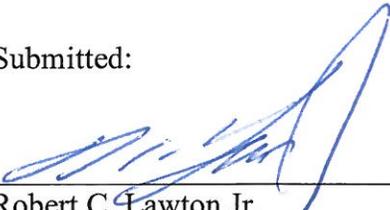
- A. UTILIZE BEST PRACTICES;**
- B. BE OF AN APPROPRIATE SIZE;**
- C. HAVE A STAFF THAT IS ADEQUATELY AND FAIRLY COMPENSATED;**
- D. UTILIZE INTER-GOVERNMENTAL COOPERATION WHEN APPROPRIATE;**
- AND,**
- E. IS SUSTAINABLE.**

22. The Town Administrator, Police Chief & Fire Chief will develop and implement a system to enhance communication with Town Employees (Policy changes, Department or employee tasking, notification to Departments affected by specific actions/changes, strategic direction) *(New)* **The Town Administrator**

*will hold regular Department head meetings to insure that staff is up to date on all new policies and changes.*

23. The Board of Selectmen will review legal services needed by Town Government, and how to best provide them. *(Continuing) COBURN & WEINSTEIN The Town Administrator has submitted to the Selectmen an example of how to secure requests for qualifications from individual attorneys and or legal firms to provide general counsel services.*
24. The Board of Selectmen will review and implement recommendations of the wage and classification study. *(Continuing) WISOTZKY The job descriptions have been submitted to departments for review. Review will end July 18 and the changes will be submitted to the consultant. Once revised the consultant will match the descriptions to the suggested pay scales. An update on the status of this project will be given at the August 12<sup>th</sup> Selectmen meeting.*
25. The Board of Selectmen will complete renegotiation of multi-year labor contracts with AFSCME (DPW employees) LIUNA, Police Federation and Communicators (Dispatchers) by November 1<sup>st</sup>. *(new) COBURN*
26. The Board of Selectmen will revise evaluation forms for the Town Administrator, the Police Chief and the Fire Chief. *(Continuing & New) WISOTZKY*
27. The Town Administrator, the Police Chief and the Fire Chief will identify ways to reduce costs and/or improve performance by working collaboratively with neighboring towns and entities, including the Cape Cod National Seashore and Barnstable County. *(Continuing-revised) WEINSTEIN*

Submitted:



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Robert C. Lawton Jr.  
Co-Interim Town Administrator

Town of Truro



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## MEMO

**To:** Board of Selectmen

**From:** Robert C. Lawton Jr.

**Date:** July 16, 2014

**Re:** Audit Management Letter FY 12 & 13

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In response to the board of selectmen FY 15 goals and objectives, action item number four, I have reviewed the management letters from the FY 12 and FY 13 audits. The following are the management letter suggestions and action taken to date.

### FY 13

Investment policy – the recommendation is for the town to adopt a formal investment policy: we will secure examples of investment policies from other towns and the town accountant and town administrator will develop a recommended policy for the town of Truro.

Physical inventory of capital assets – the recommendation is for the town to send a list of capital assets to each department and require them to verify the existence or nonexistence of the asset and reconcile the results with the file inventory: the town accountant's office has received from MIIA a listing of major town assets which are insured through MIIA. Annually the accounts office breaks those down and sends the list of assets and vehicles to each department for their verification. The town accountant and administrator have spoken of how to secure a more detailed list of assets. The accountant suggested a form which could be filled out by the department head listing the major items within their department. We will also be asking the board to set the asset limit at \$10,000, as opposed to the current asset limit of \$5000 which was adopted approximately 10 years ago. The town accountant will also be contacting M IIA to have a representative meet with the accountant and administrator to discuss the coverage which we currently have on some of our physical plants which we believe are undervalued.

Risk assessment and monitoring – the management letter acknowledges that the town has implemented an anti-fraud policy and response program. The auditors request that there be formal documentation of specific risks involved in various financial activities: this item requires a detailed response and will not be able to be started until after the busy summer season. It is our goal to review this item at the end of September 2014 to determine how best to respond to this recommendation.

Pension accounting and financial reporting – the recommendation is for the town to familiarize itself with GASB statement 68 to prepare for its implementation: several financial team members have attended educational seminars and workshops to prepare for implementation. We believe this item has been acted upon.

## **FY 12**

Investment policy – see FY 13 response

Transfer station – it was recommended to revise the sale of stickers, collecting cash and daily reconciliation: the town has accomplished the suggested revisions and have instituted numbered landfill stickers, new methods for collecting cash and checks with an appropriate procedure for turnover of cash to Town Hall. This item has been completed.

Physical inventory of capital assets – see FY 13 response

Police detail accounts receivable – the recommendation was to institute policies and procedures regarding uncollectible police detail accounts: during the school 13 the police chief and administrative assistant developed and documented appropriate policies regarding outstanding private police detail accounts receivable. The policy has been implemented and this item has been completed.

Risk assessment and monitoring – see FY 13 response