



Truro Select Board Hybrid Meeting

Tuesday, June 11, 2024

Regular Meeting-5:00pm

Truro Town Hall, 24 Town Hall Road

REGULAR MEETING

<https://us02web.zoom.us/j/86493702399>

1-646-931-3860 Meeting ID: 864 9370 2399

This will be a hybrid (in-person *and* remote) meeting. Citizens can view the meeting on **Channel 8** in Truro and on the web on the "Truro TV Channel 8" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. **To provide comment during the meeting please call-in at 1-646-931-3860 and enter the following access code when prompted: 864 9370 2399 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser;** <https://us02web.zoom.us/j/86493702399>

Please note that there may be a slight delay (15-30 seconds) between the meeting and the live-stream (and television broadcast). If you are watching the meeting and calling in, please lower the volume on your computer or television during public comments so that you may be heard clearly. We ask that you identify yourself when calling in to help us manage multiple callers effectively.

1. PUBLIC COMMENT

2. PUBLIC HEARINGS – NONE

3. INTRODUCTION TO NEW EMPLOYEES – NONE

4. **BOARD/COMMITTEE/COMMISSION APPOINTMENTS**

- A. Climate Action Committee (Full-Member Seat): Alex Limpaecher
- B. Pamet Harbor Commission (3 Full-Member Seats, 1 Alternate): David Crocker, John Donahue, Timothy Silva, James Sloman
- C. Shellfish Advisory Committee (1 Full-Member Seat, 2 Alternates): Steven Mundree and James Sloman

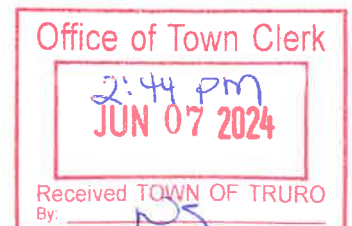
5. **STAFF/ COMMITTEE UPDATES**

- A. Public Works Update on Staffing Levels, Beach Access Conditions, Pamet River Project Status and Capital Improvement Projects
Presenter: Jarrod Cabral, Public Works Director

6. TABLED ITEMS – NONE

7. **SELECT BOARD ACTION**

- A. Election of Select Board Officers
Presenter: Sue Areson, Vice-Chair
- B. Discussion on Special Town Election Ballot Questions
Presenter: Darrin Tangeman, Town Manager
- C. Review and Possible Approval of Conservation Restriction for 17 Depot Road
Presenter: Mark Robinson, Executive Director of The Compact of Cape Cod Conservation Trusts, Inc.
- D. Review and Possible Approval of Entering into a Contract Agreement with Woods Hole Group



- Presenter: Jarrod Cabral, Public Works Director
- E. Review and Possible Approval of Entering into a Contract Agreement with Cape Cod Builders Inc.
Presenter: Jarrod Cabral, Public Works Director
- F. Review and Possible Approval to Sign Grant Documents for the Community Compact Cabinet's Municipal Fiber Grant Program
Presenter: Darrin Tangeman, Town Manager
- G. Discussion on Goals & Objectives Process Planning
Presenter: Darrin Tangeman, Town Manager
- H. Discussion on Procedures for Responding to Public Comment
Presenter: Sue Areson, Vice-Chair
- I. Review and Approve Select Board Liaison List
Presenter: Darrin Tangeman, Town Manager

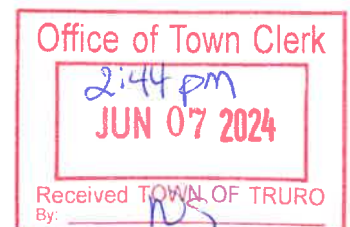
8. **CONSENT AGENDA**

- A. Review/Approve and Authorize Signature:
1. Special Town Election Warrant (and Approval to Post) and Designation of Police Officers for the Special Town Election on June 27, 2024
 2. Deed Restriction 32 Shore Rd, Truro (The Resources Inc)
 3. Entertainment License for Truro Concert Committee Summer Concerts
- B. Review and Approve Town Manager Reappointment: Cape Cod and Islands Water Protection Fund Management Board, Darrin Tangeman
- C. Review and Approve Staff Reappointments: Cape Cod Municipal Health Group-Darrin Tangeman, Town Manager, Cape Cod Municipal Health Group Alternate Representative-Kelly Sullivan Clark, Assistant Town Manager, Keeper of the Lockup-Jamie Calise, Police Chief
- D. Review and Approve Board, Committee, Commission Reappointments: Mary Ellen Kimball-Beach Advisory Committee; Annie Ditacchio-Board of Assessors; Helen Grimm-Board of Health; Brian Koll-Board of Health; Steve Corcoran-Cable and Internet Advisory Committee; Christopher Roberts-Cable and Internet Advisory Committee; Brian Boyle-Charter Review Committee; Fred Fehlau-Charter Review Committee; Deborah Smulian-Council on Aging Board; Michael Holt-Concert Committee; Charlo Maurer-Concert Committee; Robert White-Conservation Commission; Bonnie Brown-Bonse-Community Preservation Committee; Ann Taggart-Cultural Council; Lynn Williamson-Cultural Council; Hannah King-Commission on Disabilities; Brian Boyle-Energy Committee; Harry Irwin-Energy Committee; Matthew Kiefer-Historical Commission; Jim Summers-Historical Commission; Patricia Wheeler-Human Services; Kathleen Higgins-Part Time Resident Advisory Committee; Lisa Peets-Part Time Resident Advisory Committee; Christine McGee-Recreation Advisory Committee; Barbara Wood-Taxation Aid Committee
- E. Review and Approve 2024 Seasonal Business Licenses: Hawker Peddler License Joey's Food Truck
- F. Review and Approve Select Board Meeting Minutes: March 12, 2024

9. Select Board Reports/Comments

10. Town Manager Report

11. Next Meeting Agenda: Regular Meeting: June 25, 2024





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 11, 2024

ITEM: Review and Possible Appointment of Alex Limpaecher to the Climate Action Committee.

EXPLANATION: The Climate Action Committee currently has four vacancies (3 full-member seats and 1 alternate). Mr. Limpaecher has submitted an application to serve.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Climate Action Committee currently only has 2 full members. They will be unable to move forward with their work without more members.

SUGGESTED ACTION: *Motion to Appoint Alex Limpaecher to the Climate Action Committee for a three-year term expiring June 30, 2027.*

ATTACHMENTS:

1. Application to Serve-Limpaecher

Application to Serve on a Board or Committee

Applicant Information

Last Name

Limpaecher

First Name

Alex

Middle Initial

Email Address

Phone Number

Address (Street)

24 Parker Drive

Address (City)

North Truro

Address (State)

MA

Address (Zip Code)

02652

Mailing Address (Please indicate box number and zip code)

PO Box 600 (02652)

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☐ Yes

☒ No

Are you registered to vote in Truro?

☒ Yes

☐ No

Board/ Committee Information

What Board/ Committee Are You Applying For?

Climate Action Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

I'd like to help mitigate Truro's impact on and vulnerability to, the climate crisis. Volunteering for this goal seems like an impactful way to contribute.

Have you attended a meeting of the committee listed above?

☒ No

Have you read the charge of the committee?

☒ Yes

☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☐ Yes

☒ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes

☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes

☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

No

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

- I currently co-run a small business that builds qualitative analysis tools, with a cofounder and a small part-time team.
- I ran the data engineering team as the CDO of the smart home company Wink. I also lead a product team at the same company.
- I've participated in several theatrical and improv groups

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

I have a background in data engineering, data science, software development, and entrepreneurship.

Strong in-person and digital communication skills, having run marketing for my company.

Most relevant, for my junior thesis in college I wrote and created algorithms to optimize solar panels.

I've also worked on numerous crowd-sourced projects, including the citizen science game eteRNA, my own AI driven drawing project, and the crowd invention company Quirky.

Signature

Alex Limpaecher

Date

04/28/2024



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 11, 2024

ITEM: Interview and Possible Appointments of Applicants to the Pamet Harbor Commission

EXPLANATION: The Pamet Harbor Commission currently has four terms expiring. Out of those four terms, one is an alternate seat 1-year term and the other three are full-member 3-year terms. To stagger terms, as is required by Town Charter, one of the terms will expire in 2026.

David Crocker, John Donahue, Tim Silva and Jim Sloman have submitted their applications for reappointment.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Pamet Harbor Commission will not have enough members to operate.

SUGGESTED ACTION:

- 1. Motion to Appoint --- to the Pamet Harbor Commission as an Alternate for a 1-year term expiring June 30, 2025.*
- 2. Motion to Appoint --- to the Pamet Harbor Commission as a Full Member for a 3-year term expiring June 30, 2026.*
- 3. Motion to Appoint --- to the Pamet Harbor Commission as a Full Member for a 3-year term expiring June 30, 2027.*
- 4. Motion to Appoint--- to the Pamet Harbor Commission as a Full Member for a 3-year term expiring June 30, 2027.*

ATTACHMENTS:

1. Application to Serve-David Crocker
2. Application to Serve-John Donahue
3. Application to Serve-Tim Silva
4. Application to Serve-Jim Sloman

Application to Serve on a Board or Committee

Applicant Information

Last Name	Crocker
First Name	David
Middle Initial	
Email Address	
Phone Number	
Address (Street)	2 Eric's Rd
Address (City)	Truro
Address (State)	MA
Address (Zip Code)	02666
Mailing Address (Please indicate box number and zip code)	PO Box 65, 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RCVD 2024/01/17 2:21:10
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For? Pamet Harbor Commission - full member

Briefly Describe Why You Wish to Serve on This Board or Committee:

I am currently on the board as a full member and vice chair. I would like to renew my appointment.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I am on the Pamet Harbor Commission, ZBA and board of the Friends of the Cape Cod National Seashore. I do volunteer work with the Seashore and Mass Bay Audubon in Wellfleet.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

BA from Mass. Maritime Academy
MBA from Providence College
42 years working in power plant and facilities operations.

Signature

David Crocker

Date

05/17/2024

Application to Serve on a Board or Committee

Applicant Information

Last Name	Donahue
First Name	John
Middle Initial	J
Email Address	
Phone Number	
Address (Street)	20 Great Hills Road
Address (City)	Truro
Address (State)	MA
Address (Zip Code)	02666
Mailing Address (Please indicate box number and zip code)	PO BOX 181 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RCVD 2024HW50 JAN 11/27
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For? Pamet Harbor Commission

Briefly Describe Why You Wish to Serve on This Board or Committee:

I am currently serving as Secretary on the Pamet Harbor Commission and have been since February 9, 2021. I am deeply passionate about nurturing, protecting and enhancing our Harbor for the safety and enjoyment of Pamet residents. As a team we have accomplished a great deal but there is much more work to get done.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

not at this time, thank you

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

- >35 years of senior leadership and board memberships for publicly and privately held Health Care companies
- > 3 years of participating on the Harbor Commission
- I chair a not for profit state wide educational charity

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

- life long boater and zealous environmentalist
- have my Boston Whaler at the Harbor and we are enthusiastic kayakers and SUP boarders in the Pamet

Signature

John J. Donahue

Date

05/30/2024

Application to Serve on a Board or Committee

Applicant Information

Last Name	<input type="text" value="silva"/>
First Name	<input type="text" value="timothy"/>
Middle Initial	<input type="text" value="I"/>
Email Address	<input type="text"/>
Phone Number	<input type="text"/>
Address (Street)	<input type="text" value="6 standish way"/>
Address (City)	<input type="text" value="north truro"/>
Address (State)	<input type="text" value="ma"/>
Address (Zip Code)	<input type="text" value="02652"/>
Mailing Address (Please indicate box number and zip code)	<input type="text" value="PO Box 420 North Truro 02652"/>

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RCVD 2024 JUNE 04 10:31
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Briefly Describe Why You Wish to Serve on This Board or Committee:

I have served on the Pamet Harbor Commission for over 2 decades, and Chair for 27 years. I would like to serve 1 more term.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or commitee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

27 years on Pamet Harbor Commission

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Tim Silva

Date

06/06/2024

Application to Serve on a Board or Committee

Applicant Information

Last Name	sloman
First Name	james
Middle Initial	
Email Address	
Phone Number	
Address (Street)	one moorings way
Address (City)	truro
Address (State)	ma
Address (Zip Code)	02666
Mailing Address (Please indicate box number and zip code)	box 1330 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RCVD 2024/04/24 17:50

ADMINISTRATIVE OFFICE

TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For? Pamet Harboe commission

Briefly Describe Why You Wish to Serve on This Board or Committee:

I have been a committee alternate this past year and want to continue my service.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

none

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

I am reapplying to serve on the Shellfish advisory board

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I have served on both private company and not-for-profit boards.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

I had a career in finance that can be helpful in local matter.

Signature

James Sloman

Date

05/23/2024



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 11, 2024

ITEM: Interview and Possible Reappointment of Steven Mundree and James Sloman to the Shellfish Advisory Committee.

EXPLANATION: The Shellfish Advisory Committee has 3 expiring positions, 1 full member and 2 alternate members. 2 of the members have reapplied. The Select Board will interview and possibly appoint these 2 members; 1 as a full member and the other as an alternate member.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Shellfish Advisory Committee will not have a full complement of members.

SUGGESTED ACTION:

- 1. Motion to Appoint --- to the Shellfish Advisory Committee as a full member with a 3-year term which will expire on June 30, 2027.*
- 2. Motion to Appoint ---to the Shellfish Advisory Committee as an alternate member with a 1-year term which will expire on June 30, 2025.*

ATTACHMENTS:

1. Application to Serve-Sтивен Mundree
2. Application to Serve-James Sloman

Application to Serve on a Board or Committee

Agenda Item: 4C1

Applicant Information

Last Name

Mundree

First Name

Steven

Middle Initial

Email Address

Phone Number

Address (Street)

1 Souza Way

Address (City)

Truro

Address (State)

Ma

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box1242

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RCVD 2024MAY24 04:23
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Shellfish

Briefly Describe Why You Wish to Serve on This Board or Committee:

To help protect, and help others enjoy this natural resource

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

working with the committee, scuba diver, fisherman, helping with the clam relay

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Steven Mundree

Date

05/23/2024

Application to Serve on a Board or Committee

Agenda Item: 4C2

Applicant Information

Last Name	sloman
First Name	james
Middle Initial	
Email Address	
Phone Number	
Address (Street)	one moorings way
Address (City)	truro
Address (State)	ma
Address (Zip Code)	02666
Mailing Address (Please indicate box number and zip code)	box 1330

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RCVD 00240076-04750

ADMINISTRATIVE OFFICE

TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For? Shellfish Advisory Board

Briefly Describe Why You Wish to Serve on This Board or Committee:

I have been an alternate this past year and want to continue my service.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

none

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or commitee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

I am reapplying to serve on the Pamet Harbor committee.

Experience

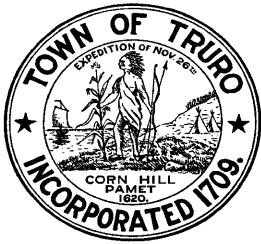
Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I have served on both private company and not-for-profit boards.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

I had a career in finance that can be helpful in local matters.

Signature	James Sloman
Date	05/23/2024



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: DPW

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: June 11, 2024

ITEM: Public Works Update on Staffing Levels, Beach Access Conditions, Pamet River Project Status and Capital Improvement Projects

EXPLANATION: Public Works Director Cabral will provide an update on the following:

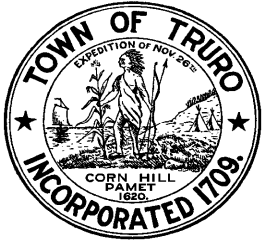
- Department Staffing Levels
- Beach Access Conditions—Longnook, Great Hollow, Cold Storage, Noons Landing
- Pamet River Project Update
- CIP Review

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: N/A

ATTACHMENTS: NONE



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Susan Areson, Vice-Chair

REQUESTED MEETING DATE: June 11, 2024

ITEM: Election of Select Board Officers

EXPLANATION: As this is the first Select Board meeting held since the Annual Town Election on May 29, 2024, the annual election of the Chair, Vice Chair and Clerk of the Board should occur.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Chair, Vice Chair and Clerk would remain the same.

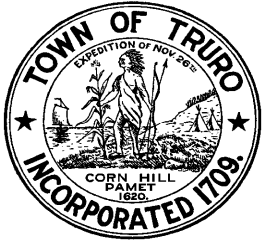
SUGGESTED ACTION:

Motion to approve _____ as Chair of the Select Board.

Motion to approve _____ as Vice-Chair of the Select Board.

Motion to approve _____ as Clerk of the Select Board.

ATTACHMENTS: NONE



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: June 11, 2024

ITEM: Discussion on Special Town Election Ballot Questions

EXPLANATION: The Town will be holding a Special Town Election on Thursday, June 27, 2024, at the Truro Community Center, 7 Standish Way. The ballot questions were formulated from the motions that passed at the 2024 Annual Town Meeting. They are as follows:

QUESTION 1

Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of engineering services, construction, and repairs related to the HVAC system and roof repairs at Truro Central School, including, but not limited to, the flat rubber roof with associated components, all HVAC ventilation components and heating system and controls, and for the payment of all other costs incidental and related thereto?

Yes _____ No _____

QUESTION 2

Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of engineering and related services for a new Department of Public Works Facility predominately at the Town Hall Hill site (excluding the 340 Route 6 site), including the payment of all costs incidental and related thereto?

Yes _____ No _____

QUESTION 3

Shall the Town of Truro be allowed to assess an additional One Hundred Thirteen Thousand, One Hundred Fifty-eight dollars and no cents (\$113,158.00) in real estate and personal property taxes to supplement the operating budget for the purpose of hiring a human resources coordinator for the fiscal year beginning July first, two thousand and twenty-four?

Yes _____ No _____

QUESTION 4

Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs associated with engineering services, construction, and remediation related to tidal restoration and drainage improvements at Mill Pond, including, but not limited to, the removal and replacement of a failed 36 inch culvert on Mill Pond Road, and for the payment of all other costs incidental and related thereto?

Yes _____ No _____

The ballot questions are formulated as provided by statute (G.L. c. 59, s. 21C) and have been approved by Town Counsel and Bond Counsel as to their form. As required, the override question includes a dollar value, however the debt exclusion questions do not. No dollar amount is provided in debt exclusion question because at the time debt is authorized, it can't be known what the interest component of the debt exclusion will be. This aspect of the borrowing will only be known as the Town actually issues the bonds or notes from time to time.

This agenda provides the Board and staff an opportunity to discuss the ballot questions, and ask and answer questions.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A- Discussion only.

SUGGESTED ACTION: N/A- Discussion only.

ATTACHMENTS:

1. 2024 Special Town Election Warrant for Posting



SPECIAL TOWN ELECTION

THURSDAY, JUNE 27, 2024 FROM 7:00 A.M. TO 8:00 P.M.
TRURO COMMUNITY CENTER

Commonwealth of Massachusetts

Barnstable, ss.

To the Constable for the Town of Truro

Greetings:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of the said Town who are qualified to vote in a Town Election, to vote at Truro Community Center, 7 Standish Way, Truro, MA on Thursday, June 27, 2024 from 7:00 am to 8:00 pm for the following questions:

QUESTION 1

Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of engineering services, construction, and repairs related to the HVAC system and roof repairs at Truro Central School, including, but not limited to, the flat rubber roof with associated components, all HVAC ventilation components and heating system and controls, and for the payment of all other costs incidental and related thereto?

Yes_____

No_____

QUESTION 2

Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of engineering and related services for a new Department of Public Works Facility predominately at the Town Hall Hill site (excluding the 340 Route 6 site), including the payment of all costs incidental and related thereto?

Yes_____

No_____

QUESTION 3

Shall the Town of Truro be allowed to assess an additional One Hundred Thirteen Thousand, One Hundred Fifty-eight dollars and no cents (\$113,158.00) in real estate and personal property taxes to supplement the operating budget for the purpose of hiring a human resources coordinator for the fiscal year beginning July first, two thousand and twenty-four?

Yes_____

No_____

QUESTION 4

Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs associated with

engineering services, construction, and remediation related to tidal restoration and drainage improvements at Mill Pond, including, but not limited to, the removal and replacement of a failed 36 inch culvert on Mill Pond Road, and for the payment of all other costs incidental and related thereto?

Yes_____ No_____

You are hereby directed to serve these warrants, by posting duly-attested copies in Town Hall, the United States Post Offices, two other public places in Truro and two other public places in North Truro, seven days, at least, before the date of said meetings.

Hereto fail not and make due return of the warrants, together with your doings thereon, to the Town Clerk, at time and place of said meetings. Given unto our hands this 11th day of June in the Year of our Lord, Two Thousand and Twenty-Four.

We, the members of the Select Board of the Town of Truro, have read the warrant for the Special Town Election to be held from 7:00 a.m. to 8:00 p.m. on June 27, 2024, at the Truro Community Center.

Acting in capacity of the Select Board we do hereby grant approval of and permission for the above mentioned warrant.

SELECT BOARD
TOWN OF TRURO

A TRUE COPY, ATTEST:

Elisabeth Verde
Town Clerk
Date of Posting:

X, Chair

X, Vice-Chair

X, Clerk

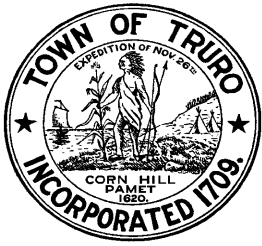
X

X

Select Board: I have served this warrant by posting duly attested copies thereof at the following places: Truro Post Office, N. Truro Post Office, Truro Public Safety Facility, Truro Public Library, Truro Transfer Station, Truro Central School, Truro Community Center, and Truro Town Hall.

Constable

Date



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager, on Behalf of Mark Robinson, Executive Director of The Compact of Cape Cod Conservation Trusts, Inc.

REQUESTED MEETING DATE: July 11, 2024

ITEM: Review and Possible Approval of Conservation Restriction for 17 Depot Road.

EXPLANATION: The Compact of Cape Cod Conservation Trusts, Inc. (The Compact) is seeking approval for a Conservation Restriction (CR) for 17 Depot Road. This almost 6-acre parcel of undeveloped land is strategically located between two existing protected land holdings in the Pamet River valley and preserves frontage along a designated Scenic River and a Scenic Road identified in the Local Comprehensive Plan. The protection of this land provides a connection from the Keezer Trail (with parking) across Depot Road and over this parcel to reach the river. The property is a significant parcel for critical habitat protection. The 2.6-acre Depot Road lot is a mature pine-oak forest typical of Cape Cod. The 3.4-acre Pamet River lot is salt marsh fringed with beach below the steep bank. The mix of habitats creates adverse “edge-effect,” enabling small mammals, raptors, and songbirds to feed in the open marsh, and retreat to the shrubs and trees for nesting and cover.

This property is being acquired by The Compact and the CR will be granted to Orenda. The Conservation Restriction outlines the ecological values (e.g., wildlife habitat, water resource protection, biodiversity, trail connectivity, climate resiliency), prohibited and permitted acts and uses, public access, and legal descriptions of the premises. Preserving this property will ensure many conservation benefits.

The Truro Conservation Commission reviewed and recommended this Conservation Restriction at their June 3, 2024 public meeting. Final approval is required by the Select Board.

Note: the Select Board must wet sign the document.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Conservation Restriction will not be granted.

SUGGESTED ACTION: *Motion to approve the Conservation Restriction for 17 Depot Road.*

ATTACHMENTS:

1. Letter to Select Board
2. Conservation Restriction



THE COMPACT
OF CAPE COD CONSERVATION TRUSTS, INC.

May 3, 2024

Ms. Kristen Reed , Chair
Town of Truro Select Board
24 Town Hall Road
Truro, MA 02666

Dear Ms. Reed,

The Compact of Cape Cod Conservation Trusts, Inc. (The Compact) respectfully asks that the Town of Truro Select Board review the attached Conservation Restriction (CR) at your June 11, 2024 meeting. We hope that the Select Board will vote to approve this CR.

- **Pamet River Conservation Restriction**— 17 Depot Road and 0 Pamet River, Truro. This almost 6-acre parcel of undeveloped land is strategically located between two existing protected land holdings in the Pamet River valley and preserves frontage along a designated Scenic River and a Scenic Road identified in the Local Comprehensive Plan. The protection of this land enables us to provide a connection from the Keezer Trail (with parking) across Depot Road and over this parcel to reach the river. The property is a significant parcel for critical habitat protection. The 2.6-acre Depot Road lot is a mature pine-oak forest typical of Cape Cod. The 3.4-acre Pamet River lot is salt marsh fringed with beach below the steep bank. The mix of habitats creates a diverse “edge-effect,” enabling small mammals, raptors, and songbirds to feed in the open marsh, and retreat to the shrubs and trees for nesting and cover.

This property is being acquired by The Compact and the CR will be granted to Orenda. The conservation restriction outlines the ecological values (e.g., wildlife habitat, water resource protection, biodiversity, trail connectivity, climate resiliency), prohibited and permitted acts and uses, public access, and legal descriptions of the premises. Preserving this property will ensure many conservation benefits as described in the document. Please let me know if you have any questions. We appreciate your consideration and approval of this CR.

Sincerely,

Mark H. Robinson
Executive Director

cc: TRURO CONS. TRUST

GRANTOR: The Compact of Cape Cod Conservation Trusts, Inc.

GRANTEE: Orenda Wildlife Land Trust, Inc.

ADDRESS OF PREMISES: 17 Depot Road and 0 Pamet River, Truro, MA

FOR GRANTOR’S TITLE SEE: Barnstable County Registry of Deeds at Book 36366, Page 60.

FOR GRANTOR’S PLAN SEE: Barnstable County Registry of Deeds at Plan Book 427, Page 67.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC., a Massachusetts charitable corporation with an office address at 36 Red Top Road, Brewster, MA 02631 and a mailing address of P.O. Box 443, Barnstable, MA 02630, being the sole owner of the Premises as defined herein, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to **ORENDA WILDLIFE LAND TRUST, INC.**, a Massachusetts charitable corporation with an office address at 4011 Main Street, Cummaquid MA 02637 and a mailing address of P.O. Box 669, West Barnstable, MA 02668, its permitted successors and assigns (“Grantee”), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Truro, Barnstable County, Commonwealth of Massachusetts containing the entirety of two (2) parcels of vacant land together containing a total of 5.98 acres, more or less, (“Premises”), which Premises is more particularly described in Exhibit A, and one parcel of which Premises is shown in the attached reduced copy of a survey plan in Exhibit B-1, and the other parcel is shown on a sketch plan in Exhibit B-2, all of which are incorporated herein and attached hereto.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for passive outdoor recreational use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

Conservation Partnership. The fee interest in the Premises was acquired utilizing, in part, assistance from the Conservation Partnership program which requires, pursuant to Section 2A of Chapter 286 of the Acts of 2014 and Section 2A of Chapter 102 of the Acts of 2021, the conveyance of this Conservation Restriction.

Conservation Land Tax Credit. The fee interest was acquired utilizing, in part, the Conservation Land Tax Credit Program (CLTC #0628) pursuant to Section 6(p) of Chapter 62 and Section 38AA of Chapter 63 of the Massachusetts General Laws.

The Conservation Values protected by this Conservation Restriction include the following:

- **Open Space.** The Premises contributes to the protection of the scenic and natural character of the Town of Truro and the protection of the Premises will enhance the open space value of these and nearby lands. The Premises is strategically located between two existing protected land holdings in the Pamet River valley including 15± acres of land south of Depot Road and 14± acres of land along the Pamet River owned by the Truro Conservation Trust. Protection of Premises preserves frontage along both a Local Scenic River, as designated by the Mass. Commissioner of Environmental Management (now the Department of Conservation and Recreation) in 1988, and a Town Scenic Road, as designated in the Town of Truro Open Space and Recreation Plan in 2014, and will provide the opportunity for a trail connection to the Keezer Trail (with parking) across Depot Road.
- **Floodplain.** The Premises includes 3.6± acres of land lying within the FEMA 100-year Special Flood Hazard Area with Base Flood Elevation of 13 feet along the Pamet River. The protection of the coastal floodplain can slow down flood waters and allow them to flow across a natural landform surface, providing frictional resistance and reducing their energy and destruction potential, allow flood waters to spread over a wide area without obstructions, (obstructions can cause the channelization of flood waters and storm-wave overwash and an increase in the velocity and volume of flow to adjacent or landward areas.), allow flood waters to be detained, absorbed into the ground, or evaporated into the atmosphere, and protect the land from storm erosion by providing a substrate for vegetation that helps to stabilize sediments and slow down flood waters.
- **Soils and Soil Health.** The Premises includes 2.7± acres of Forest Land of Statewide Importance as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- **Wildlife Habitat.** The Premises includes 0.5± acres of area designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species,” the protection of which aligns with NHESP’s wildlife and habitat protection objectives.

- Public Access. Public access to the Premises will be allowed for passive outdoor recreation, education, and nature study.
- Biodiversity. The Premises includes areas designated as BioMap Critical Natural Landscape, including 2.8± acres of land designated as Coastal Adaptation Area, and 3.6± acres designated as Tern Foraging Habitat, and areas designated as BioMap Local Components, including 4.1± acres of Local Aquatic Habitat and 2± acres of Local Aquatic Habitat Buffer as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap, published in 2010 and updated in 2022, was designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Water Quality. The Premises lies within the watershed to the Pamet River, the longest estuary on the Outer Cape (Truro and Provincetown). This part of Truro relies on private drinking water wells and on-site septic systems. Protection of forested landscape and estuarine buffer areas can help maintain water quality for public drinking water; protection of an estuarine buffer area can help maintain water quality critical to aquatic habitat.
- Wetlands. The salt marsh wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Climate Change Resiliency. The Premises is identified as an area of average Terrestrial Resilience according to The Nature Conservancy's (TNC) Resilient Land Mapping Tool, including slightly above average Landscape Diversity and average Local Connectedness. TNC's Resilient Land Mapping Tool was developed in order to map 'climate-resilient' sites that are 'more likely to sustain native plants, animals, and natural processes into the future.' The Premises includes areas designated as BioMap Critical Natural Landscape Coastal Adaptation Area. Protection of the Premises will protect an area that has been found to have high potential to support inland migration of salt marsh and other coastal habitats in the face of climate change over the coming century. The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- Consistency with Clearly Delineated Town of Truro Conservation Policy. The Town's 2015 Open Space and Recreation Plan (OSRP) outlines several goals that will be advanced by the permanent protection of the Premises. Relevant open space and recreation goals include:

Open Space and Recreation Goals:

- Goal 1: Preserve and enhance the availability of open space in order to provide wildlife habitat, recreational opportunities, and protect the natural resources, scenery, and character of Truro;
- Goal 2: Maintain the town's historic and rural character by reducing density... protecting wildlife and endangered species, and providing additional passive recreation areas;
- Goal 3: Ensure that continued residential development does not destroy key open lands that are important for ecosystems, view sheds, rural and historic character, or access ways for the general public.

Wetland/Wildlife Goals

- Goal 1: Preserve (leave as is) the quality and quantity of its inland and coastal wetlands insofar as natural forces allow;
- Goal 2: Prevent loss or degradation of critical wildlife and plant habitat, minimize the impact of development on wildlife and plant habitat, and maintain, insofar as possible, existing populations and species diversity. (2015 OSRP, pp 66-67)

These goals will be supported by protecting wetlands and upland buffer areas that protect wildlife habitat and provide passive recreation opportunities with unique scenic value.

In 1991, the Town of Truro adopted a Conservation Restriction Program, consisting of policies and guidelines approved by the Board of Selectmen, which encourages the use of conservation restrictions to protect, among other things, natural habitats and rare species, to preserve a trail or scenic view and to limit or prevent construction on land of natural resource value. Preservation of the Premises satisfies these objectives because of the many important habitats contained therein, including BioMap Critical Natural Landscape and Priority Habitat of Rare and Endangered Species. Moreover, the permanent protection through this Conservation Restriction will ensure that the Premises remains undeveloped and that it remains a buffer to the Pamet River, a scenic and natural resource.

- **Consistency with Clearly Delineated Barnstable County Conservation Policy.** Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a Regional Policy Plan ("RPP"), amended in 1996, 2002, 2009, 2012, 2018, and 2021 which provided, inter alia (references are to the 2018 RPP amended March 2021):
 - "To protect, preserve, or restore the quality and natural values and functions of inland and coastal wetlands and their buffers" (Wetland Resources Goal, p. 61); and
 - "Protect wetlands and their buffers from vegetation and grade changes"
 - "Protect wetlands from changes in hydrology"
 - "Protect wetlands from stormwater discharges"
 - "To protect, preserve, or restore wildlife and plant habitat to maintain the region's natural diversity" (Wildlife and Plant Habitat Goal, p. 61); and
 - "Maintain existing plant and wildlife populations and species diversity."

- “To conserve, preserve, or enhance a network of open space that contributes to the region’s natural and community resources and systems” (Open Space Goal, p. 61);
 - “Protect and preserve natural, cultural, and recreational resources;”
 - “Maintain or increase the connectivity of open space;”
 - “Protect or provide open space appropriate to context.”
- “To prevent or minimize human suffering and loss of life and property or environmental damage resulting from storms, flooding, erosion, and relative sea level rise, including but not limited to that associated with climate change” (Coastal Resiliency Goal, p.62); and
 - “Minimize development in the floodplain”
 - “Plan for sea level rise, erosion, and floods”
 - “Reduce vulnerability of built environment to coastal hazards”

This Conservation Restriction will advance each of these objectives. The Wetland Resources Goal will be served by protecting salt marsh and bordering vegetated wetlands and their buffers from detrimental impacts of development. Wildlife and Plant Habitat Goal will be served because the protection of the Premises will protect important aquatic core habitat and its buffer, as well as tern foraging habitat. The Open Space Goal will be served by expanding existing protected open space located between two existing protected land holdings in the Pamet River valley. The Coastal Resiliency Goal will be met by preventing development in the floodplain, and protecting an area that has been found to have high potential to support inland migration of salt marsh and other coastal habitats in the face of climate change over the coming century.

- Consistency with Clearly Delineated State Conservation Policy. Protection of the Premises is consistent with the goals of the State Wildlife Action Plan and the Massachusetts Natural Heritage and Endangered Species Program (NHESP), preserving habitats and species of conservation concern, including Roseate Tern, Least Tern, and Common Tern that have been found in the vicinity of the Premises (as documented by NHESP). In addition, the protection of the Premises aligns with the environmental and recreational purposes of the State’s 1988 designation of the Pamet as a Local Scenic River.
- Consistency with Clearly Delineated Federal Conservation Policy. Protection of the Premises meets the definition of “conservation purposes” as defined in 26 CFR 1.170A-14(d)(1), because its conservation would: reserve the land for education regarding the natural world; protect wildlife habitats; allow for public access, and it would contribute to the preservation of open space because it is proximate to several other parcels already conserved.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, wind turbine, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Hunting, trapping, or camping;

12. Residential or Industrial Uses. Using the Premises for residential, commercial or industrial purposes;
13. Inconsistent Uses. Using the Premises for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that no composting or stockpiling may occur within 100 feet of a wetland;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
6. Trails. Maintaining and constructing trails as follows:

- a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to eight (8) feet in width overall, with a treadway up to five (5) feet in width.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
 8. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments and as otherwise permitted herein.
 9. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, cross-country skiing, snowshoeing, fishing, shellfishing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake

the activity in question, unless a different time period is specified herein. The notice shall:

- a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals; and
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
 3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.

2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.9 provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.9. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or register in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive.

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Truro and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the Barnstable County Registry of Deeds.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the Barnstable County Registry of Deeds.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: The Compact of Cape Cod Conservation Trusts, Inc.
P.O. Box 443
Barnstable MA 02630

To Grantee: Orenda Wildlife Land Trust, Inc.
P.O. Box 669
West Barnstable MA 02668

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) titled “Baseline Report for Pamet River Conservation Area”, 2024, prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the

foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

D. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

E. This conveyance does not represent all or substantially all of the assets of the corporation.

F. The following signature pages are included in this Grant:

Grantor - The Compact of Cape Cod Conservation Trusts, Inc.

Grantee Acceptance – Orenda Wildlife Land Trust, Inc.

Approval of the Town of Truro Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

WITNESS our hands and seals this ____ day of _____, 2024, as authorized by vote of The Compact of Cape Cod Conservation Trusts, Inc. at a meeting duly held on May 16, 2024, authorizing grant of the foregoing Conservation Restriction to Orenda Wildlife Land Trust, Inc.

_____, duly authorized
Leonard W. Johnson, President
The Compact of Cape Cod Conservation Trusts, Inc.

_____, duly authorized
Henry Lind, Treasurer
The Compact of Cape Cod Conservation Trusts, Inc.

THE COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Leonard W. Johnson, The Compact of Cape Cod Conservation Trusts, Inc. and Henry Lind, Treasurer, The Compact of Cape Cod Conservation Trusts, Inc., and proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Mark H. Robinson, Notary Public
My Commission Expires: 8 July 2027

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc. was accepted by Orenda Wildlife Land Trust, Inc. this _____ day of _____, 2024.

By: _____
Daniel J. Morast

Its: President, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Daniel Morast, President, Orenda Wildlife Land trust, Inc., and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Mark H. Robinson, Notary Public
My Commission Expires: 8 July 2027

CERTIFICATE OF VOTE

I, _____ duly elected Clerk of the Orenda Wildlife Land Trust, Inc., hereby certify that at a meeting of the Board of Directors duly called on the _____ day of _____, 2024, at which meeting, acting throughout upon motion duly made and seconded, a quorum being present, it was unanimously

VOTED: that Daniel Morast, President of Orenda Wildlife Land Trust, Inc., be and hereby is authorized in the name of Orenda Wildlife Land Trust, Inc. to accept a Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc. on its property at 17 Depot Road and 0 Pamet River, Truro, MA, this execution thereof shall be sufficient evidence of the Board of Directors' approval.

I further certify that Daniel Morast is the duly elected President of Orenda Wildlife Land Trust, Inc., and that I am the duly elected Clerk and that said vote is still in full force and effect.

A true copy,
Attest:

Clerk
Orenda Wildlife Land Trust, Inc.

Date: _____ 2024

APPROVAL OF TOWN OF TRURO SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Truro, Massachusetts hereby certify that at a public meeting duly held on _____, 2024, the Select Board voted to approve the foregoing Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc. to Orenda Wildlife Land Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF TRURO SELECT BOARD

Kristen Reed

Susan Areson

John Dundas

Robert Weinstein

Stephanie Rein

THE COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc. to Orenda Wildlife Land Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2024

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

Parcel 1: 17 Depot Road, Truro

A certain piece or parcel of land situated in said Truro on the south side of Pamet River in the Town of Truro, County of Barnstable, Commonwealth of Massachusetts, containing 2.58 acres, \pm , shown as the parcel of land on a plan of land titled "Plan of Land in Truro made for Joesph W. Francis et al, Scale: 1 in. = 40 ft., Nov., 1986, by Slade Associates, Inc. registered Land Surveyors, Rte 6 & Pine Point Road, Wellfleet, MA 02667," recorded at the Barnstable County Registry of Deeds in Plan Book 427, Page 67.

Town of Truro Assessors Map 50, Lot 165

Parcel 2: 0 Pamet River, Truro

A parcel of marshland in the Town of Truro, County of Barnstable, Commonwealth of Massachusetts on the south side of the Pamet River, containing approximately 3.6 acres,

being a certain parcel of meadow land situated on the south side of Pamet River in Truro in this County of Barnstable, more particularly bounded and described as follows:

Beginning at the southwesterly corner of land of Stephan Hatch at high water mark, running thence northerly by land of said Hatch to a corner thence easterly nine rods more or less thence northerly again five rods more or less to the main creek thence westerly by the main creek to lands of John G Thompson thence southerly by meadow land of said Thompson and by meadow of Benjamin Paine or parties unknown to high water mark, thence by the line of high water mark to the point of beginning, said property being subject to the restrictions and entitled to the restrictions and entitled to the privileges set forth in a deed from Joseph Smith to John Smith dated April 15. A.D. 1887 recorded in Barnstable Registry of Deeds Book 21, Page 108 and subject also to the privileges and restrictions set forth in a deed from John Smith to Joshua Rich recorded in Barnstable Registry of Deeds to wit: the privileges of a way over the upland by the dwelling houses formerly of John Smith for the purpose of getting hay from the meadow and subject to the rights of Joshua Rich to use this track at the south and to pass to the river in boats. Being Parcel Ninth in a deed from John L. Marshall et al to Mary V. Marshall dated November 16, 1927 and recorded in Barnstable County Registry of Deeds in Book 477, Page 287, and further described in a deed dated November 24, 1891 and recorded in Book 198, Page 263.

Town of Truro Assessors Map 50, Lot 215

For Grantor's Title, see deed dated May 16, 2024, recorded in the Barnstable County Registry of Deeds in Book 36366, Page 60..

EXHIBIT B-1

Reduced Copy Plan of Premises – 17 Depot Road, CR Parcel 1

For official full size plan see Barnstable County Registry of Deeds Plan Book 427, Page 67.

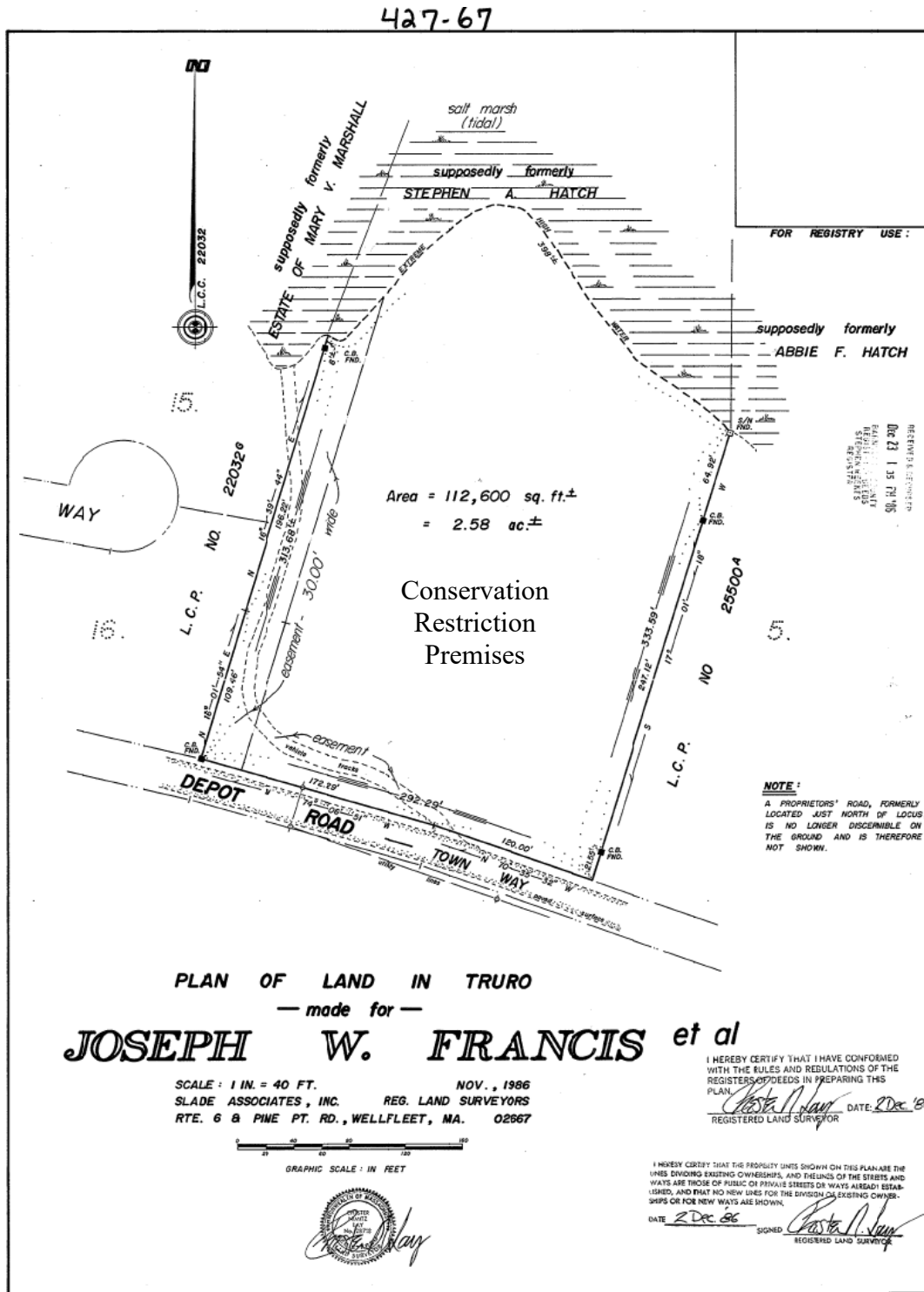
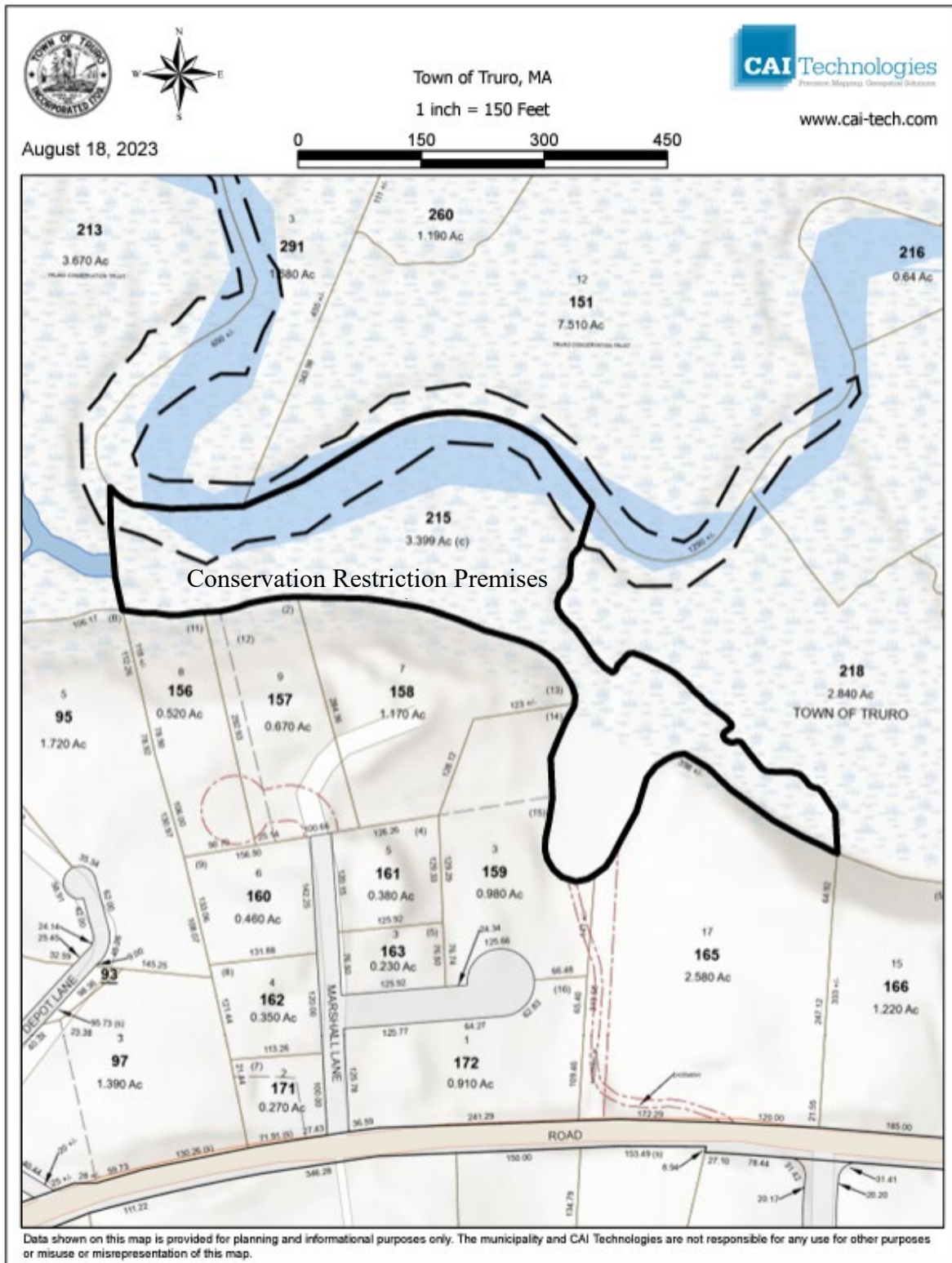
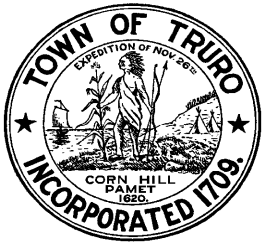


EXHIBIT B-2
Sketch Plan of Premises – 0 Pamet River, CR Parcel 2





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: DPW

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: June 11, 2024

ITEM: Review and Possible Approval of Entering into a Contract Agreement with Woods Hole Group

EXPLANATION: The breach at Pamet Harbor's north jetty (south end of Corn Hill beach) worsened in the 2022/2023 winter storm season to the point of creating a breach between the beach and the north jetty. With less barrier beach to collect the sand, wave energy is pushing beach sand into the approach channel of the Harbor more rapidly, making for dangerous navigation conditions. Simply performing maintenance dredging will not provide enough sand to rebuild the beach, so with consultation from the BSC Group, and emergency permitting from the regulatory agencies, the town prepared a short-term remediation plan to install coir rolls across the breach to collect sand and rebuild the barrier beach, but a longer-term solution is needed.

To determine the best path forward for the Pamet Harbor jetty, a rigorous analysis of coastal processes and engineering alternatives is recommended to optimize ongoing activities and determine whether other actions can be implemented for long-term harbor use and inlet stability.

FINANCIAL SOURCE (IF APPLICABLE): Funded by Article 18 of the 2024 Annual Town Meeting

IMPACT IF NOT APPROVED: Project will not move forward, and a long-term solution will not be identified.

SUGGESTED ACTION: *MOTION TO authorize the Town Manager to sign the Wood Hole Group contract proposal and related contract documents to begin the Pamet Harbor inlet jetty and sediment study.*

ATTACHMENTS:

1. Woods Hole Group contract proposal



May 17, 2024

Prop. No. 2023-0174-00

Sent by Electronic Mail

Mr. Jarrod Cabral, Director
Department of Public Works
Town of Truro
P.O. Box 2030
Truro, MA 02666
Email: jcabral@truro-ma.gov
Tel: (774) 722-3747

cc: Darrin Tangeman, Truro Town Manager: dtangeman@truro-ma.gov

RE: Pamet Harbor Inlet Jetty & Sediment Study, Town of Truro, MA

Dear Mr. Cabral,

Pamet Harbor Inlet and adjacent beaches require active dredging and beach nourishment, and a soft solution is being implemented to manage the separation forming between the north jetty and adjacent beach and dune system. These efforts help maintain status quo; however, longer-term solutions may be possible to improve inlet stability, promote safe navigation, maintain the adjacent shorelines, and ensure efficient Town investment for managing this inlet in the changing climate. A rigorous analysis of coastal processes and engineering alternatives is recommended to optimize ongoing activities and determine whether other actions can be implemented for long-term harbor use and inlet stability. Pamet Harbor has a long history of shoaling, which has been managed through a dredging maintenance program and a pair of jetties to maintain the inlet for navigation. Pamet Harbor and its entrance channel are typically dredged annually, and the spoils are placed on the beach north of the inlet to combat ongoing erosion. However, this erosion has accelerated recently and has begun flanking the northernmost jetty, raising concerns over a need for increased dredging frequency and volumes to maintain a navigable inlet, as well as the integrity of the north jetty and beach.

QUALIFICATIONS

Woods Hole Group is nationally recognized as a leading consulting firm for coastal sciences and engineering, metocean data acquisition, computational modeling, environmental restoration, and climate change resilience planning. Scientists and engineers at Woods Hole Group work with clients to develop, design and implement solutions to replace outdated infrastructure with improved solution(s) that benefit both communities by improving storm water conveyance and salt marsh habitat by restoring tidal flushing, tidal prism, and intertidal area. We have experience working with diverse stakeholder groups to better understand collective concerns and build the consensus necessary for developing innovative project solutions. Woods Hole Group also has extensive



experience working in the Town of Truro and particularly with the Pamet River basin that includes Mill Pond. We have assembled a team of coastal scientists and engineers to execute this SOW.

SCOPE OF WORK

The Scope of Work (SOW) presented below was intended to aid the Town in both understanding the current issues surrounding erosion and shoaling of Pamet Inlet as well developing design alternatives to mitigate these issues.

Phase 1 – Data Collection, History, Geomorphology, & Sediment Budget

Phase 2 includes understanding the existing conditions and dynamics of the Pamet Harbor Inlet through field data collection, research, and preliminary coastal processes analyses. Phase 2 includes the following subtasks:

- *Task 1.1 Bathymetric and Topographic Surveys* - Bathymetric and topographic surveys of the inlet, shorelines, and structures will be completed to develop a three-dimensional digital elevation model (DEM) for the inlet. The surveys will be performed using survey-grade GPS and hydrographic equipment and the data will be referenced to a common datum such as the North American Vertical Datum of 1988 (NAVD88) in units of feet (ft). This DEM will become the basis for subsequent data analyses, modeling efforts, and development of alternative designs.
- *Task 1.2 Tide Data Collection* – Water level (tide) data both inside and outside the inlet are needed to inform subsequent analyses, modeling efforts, and alternative development. Previously, the Woods Hole Group conducted a tide study of the Pamet River in 2022 that included measurements both inside and outside the inlet and this existing information will be utilized for this current study. While no new data will be collected, the existing data will need to be reviewed and analyzed in the context of this study.
- *Task 1.3 Inlet Current Profile Measurements* – A boat-based tidal current survey will be conducted at Pamet Inlet to measure the current magnitude, direction, and flux throughout the water column over an entire tidal cycle. The survey will be completed using an Acoustic Doppler Current Profiler (ADCP) or equivalent instrumentation. The survey will be conducted over pre-defined track lines established within the inlet and which will be surveyed at predefined intervals (e.g. 15 minutes) over the entire tidal cycle of about 12 hours and 25 minutes. This will produce a data set that contains a profile of the current magnitude and direction throughout the water column over an entire tidal cycle that can then be used for subsequent analyses.
- *Task 1.4 Shoreline Change and history of inlet geomorphology* – A shoreline change analyses will be conducted for the Pamet Inlet shoreline both on the Cape Cod Bay and Harbor shorelines. This analysis will utilize both recent and historical imagery as well as other available shoreline data to determine short- and long-term rates of shoreline change (accretion/erosion). The results will be compared to similar previously efforts completed by the state agencies or organizations which have not be updated since 2018 and are typically based on remote sensing methods such as aerial LIDAR.
- *Task 1.5 Analysis of Historical Dredging and Placement* – Historical records of dredging and spoils placement will be obtained, tabulated, and summarized. This will be an important first step for developing a sediment budget in Task 1.6. Existing permits and data will also be utilized to determine whether dredging efforts are meeting targets.
- *Task 1.6 First Level Sediment Budget and Inlet Stability Analysis* – The information obtained in the prior subtasks will be utilized to develop a preliminary sediment budget and conduct an inlet stability analysis.



- *Task 1.7 Crenulate Bay / Inlet Literature review* – The northern shoreline of the Pamet Inlet landward of the jetty represents a coastal feature known as a crenulate bay or half-heart bay which develop based on sediment transport patterns relative to the predominant wave directions. Based on recent imagery this crenulate bay has been growing in magnitude which has narrowed the harbor-side of the shoreline where the jetty attaches. This has resulted in erosion on both the bayside and harborside shorelines resulting in accelerated erosion. By researching crenulate bay dynamics, the factors influencing the formation and growth of this feature can be understood using the collected data. This will aid in the development of design alternatives in Phase 2.
- *Task 1.8 Phase 1 Technical Report* – The information collected, and analyses completed in Phase 1 will be documented in a Technical Report. Recommendations and confirmations on the next steps based to complete Phase 2 will be made based on the results of Phase 1.
- *Task 1.9 Phase 1 Project Management and Meetings* – This task includes time for the project team and town to meet and discuss project schedules, updates, and review deliverables. It also includes time for communications and project management such as invoicing.

The deliverables for Phase 1 will include:

- Draft and final Phase 1 Technical Report
- Collected survey and current data

Phase 2 Coastal Processes, Alternative Evaluation, & Concept Design

Phase 2 will utilize the research and information developed from Phase 1 to understand the coastal processes using advanced numerical modeling techniques and develop and evaluate conceptual design alternatives to enhance coastal resiliency of the inlet.

- *Task 2.1 Wave transformation modeling of Inlet* – The formation of a crenulate bay on the northern inlet shoreline is indicative of unique sediment transport patterns and incident wave conditions. A transformational wave model will be developed for Pamet Inlet that will include the jetty structures and shorelines to help understand the wave conditions influencing the inlet, sedimentation patterns, and coastal features. Ultimately this will help understand the progressive erosion that has been occurring where the jetties connect to the shoreline.
- *Task 2.2 Hydrodynamic model refinement near inlet* – The prior hydraulic and hydrologic (H&H) model developed using EFDC software for the Pamet River system will be refined in the region of the inlet and then calibrated using ADCP survey results from Subtask 1.3. This will allow for an evaluation of tidal current regime within the inlet to be studied further.
- *Task 2.3 Updated Sediment Budget and Inlet Stability Analysis* – The results of the modeling efforts will be used to update the sediment budget and inform an inlet stability analysis which will help determine whether the current inlet configuration is stable or could benefit from a redesign.
- *Task 2.4 Alternative Development and Analysis* – Several conceptual design alternatives will be developed and presented which will be informed and evaluated using modeling and assessment of alternatives as necessary. It is anticipated that design alternatives could include jetty improvements such expansion, reconstruction, or even relocation. New structures are also possible.



- *Task 2.5 Regulatory Pre-Application Meeting and Permitting Requirements* – The conceptual alternatives will be reviewed against the local, state, and federal regulations and requirements, and a preliminary permitting pathway will be laid out for each of the alternatives.
- *Task 2.6 Conceptual Design* – The preferred design concept identified by the Town will be drafted in a plan showing the layout and cross sections which help to inform the design specifications, permitting path, and construction costs.
- *Task 2.7 Phase 2 Technical Report* – A technical report will be drafted summarizing the Phase 2 data, methods, model results, findings, and recommendations on a path forward. The alternatives analysis will be presented and the preferred solution will be identified. A draft report will be submitted for review and feedback and a final report will be issued within two (2) weeks of receiving feedback.
- *Task 2.8 Phase 2 Project Management and Meetings* – This task includes time for the project team and town to meet and discuss project schedules, updates, and review deliverables. It also includes time for communications and project management such as invoicing.

The deliverables for Phase 2 will include:

- Draft and final Phase 2 Technical Report
- Conceptual plan for preferred alternative

BUDGET & SCHEDULE

The estimated budget and schedule for the scope of services described above is **\$200,000** and a breakdown by phase is provided in the table below. If you wish to proceed and prior to any work being started, Woods Hole Group requires receipt of the signed and dated “Acceptance and Authorization to Proceed” form at the end of this proposal. We are prepared to proceed within three (3) days of receiving a signed authorization to proceed. The proposal was assembled under the assumptions for a fixed fee services contract. Invoices will be rendered monthly based on percent complete. Unless otherwise agreed to in writing, payment is due within 30 days following the date of our invoice. In the event of payments that are significantly or routinely late, WHG retains the right to withhold work products and stop work until payment issues are redressed. In case of refusal to address payment issues, WHG retains the right to use appropriate legal measures to obtain rightful payment.

Budget and Schedule.

Phase	Cost	Schedule
1. Data Collection, History, Geomorphology, & Sediment Budget	\$80,000	Spring 2024 – Fall 2024
2. Coastal Processes, Alternative Evaluation, & Concept Design	\$120,000	Fall 2024 – Fall 2025
Total	\$200,000	December 31, 2025 Completion



We appreciate the opportunity to present this proposal and look forward to continuing our work together on this project. If there are any questions please contact Robert Hamilton by email at bhamilton@woodsholegroup.com or phone at (508) 495-6229, or Mitchell Buck P.E. by email at mbuck@woodsholegroup.com or phone at (508) 495-6210.

Sincerely,

Robert P. Hamilton, Jr.
President & Coastal Engineer
The Woods Hole Group, Inc.

Mitchell Buck, P.E.
Coastal Engineer
The Woods Hole Group Inc.

Acceptance and Authorization to Proceed:

“I authorize Woods Hole Group, Inc. to proceed with the above scope of work for Project 23-0174-00.”

Client Name

Date

Woods Hole Group Representative

Date



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: DPW

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: June 11, 2024

ITEM: Review and Possible Approval of Entering into a Contract Agreement with Cape Cod Builders Inc.

EXPLANATION: The 25 South Highland Housing project bid process was completed in early March of 2024. The next step in the process is to award a contract and move forward with construction and remodeling to provide suitable living conditions. The total contract cost is \$1,139,234.00. This portion of the project is for the Walsh Cottage.

Background

Two housing structures from two different locations, 127 South Pamet Road and 13 Walsh Way, were moved to 25 South Highland Road in February 2024. Rehabilitation of both structures is necessary to bring them up to code and provide suitable living conditions. The town intends to use the two residential structures for staff housing needs, including seasonal staff and/or newly hired year-round staff who are transitioning into the community and need a temporary home while looking for something permanent. The parcel located at 25 South Highland Road requires no zoning relief or site plan review from the planning board for the town's intended use.

FINANCIAL SOURCE (IF APPLICABLE): This project will be funded through a state grant award and the Affordable Housing Trust Fund.

IMPACT IF NOT APPROVED: Project will not move forward.

SUGGESTED ACTION: *MOTION TO authorize the Town Manager to sign the Cape Cod Builders Inc Contract and related contract documents for the 25 South Highland housing project.*

ATTACHMENTS:

1. Cape Cod Builders Inc. Contract

AGREEMENT TO INSTALL, AND FURNISH ALL LABOR, MATERIALS EQUIPMENT TO PERFORM ALL OPERATIONS REQUIRED FOR CONSTRUCTING RENOVATIONS AND ADDITIONS FOR AN EXISTING SINGLE FAMILY RESIDENTIAL STRUCTURE (WALSH COTTAGE). THIS WORK INCLUDES THE FOUNDATION TO RECEIVE THE STRCUTRE AND SEPTIC SYSTEM.

The following provisions shall constitute an Agreement between the Town of Truro, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and of Cape Cod Builders Inc, with an address 14 Bosuns Lane Bourne MA 02532 hereinafter referred to as "Contractor", effective as of the 12th day of June, 2024. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with the construction, renovations, and additions in accordance with the Contract Documents (defined herein as all Drawings, Specifications other documents contained in the February 7 2024 Invitation for Bids issued by the Town on February 7, 2024, which is hereby incorporated herein by reference and shall be part of this Agreement.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder within 210 calander days of the Town's Notice to Proceed to Contractor.

ARTICLE 3: PERFORMANCE OF THE WORK

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor. This obligation shall also extend to the presence on the site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure all permits and, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work.

- G. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- H. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- I. Warranty: Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

ARTICLE 4: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$1,139,234.00**. The Contractor shall submit invoices to the Town for services rendered, which will be due 30 days following the satisfactory performance of the Services.

ARTICLE 5: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.
4. Invitation for Bids addenda and Contract Documents issued by the Town.
5. Contractor's Bid and the attachments thereto.
6. Prevailing Wage Rates

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 6: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all

satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 7: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising **or alleged to arise** directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 8: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 9: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 10: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 11: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No

amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 12: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 13: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

1. Worker's Compensation, and related coverage under Paragraphs 5.04.A.1 and A.2 of the Contract Document General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy
Limit
\$100,000 Disease-Each
Employee

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the Contract Document General Conditions which shall include Contractors Protective, Products,

and Completed Operations and Contractual Liability (c.u., collapse and underground coverage to be included.):

- a. General Aggregate: \$2,000,000
- b. Products and Completed Operations Aggregate \$2,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence Limit: \$1,000,000
- e. Fire Damage Limit: \$50,000
- f. Medical Payments: \$5,000

3. Automobile Liability under Paragraph 5.04.A.6 of the Contract Document General Conditions:

- a. Combined Single Limit for Bodily Injury
and Property Damage: \$1,000,000

4. Owner's Protective Liability coverage required by Paragraph 5.05.A of the Contract Document General Conditions shall provide coverage for not less than the following amounts:

- a. Each occurrence: \$1,000,000
- b. Aggregate: \$3,000,000

5. Insurance Carrier Requirements: Financial Performance Rating "A" by A.M. Best Company.

6. Additional Insured:

- a. Town of Truro, MA

7. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. The insurance shall:
- a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 - b. in addition to the individuals and entities specified, include as additional insureds, the following:

Town of Truro
 - c. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 - d. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - e. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - f. allow for partial utilization of the Work by Owner;
 - g. include testing and startup; and

- h. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance complying with the above requirements and which include a thirty day notice of cancellation to the Town.

ARTICLE 14: WAGE RATES

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

ARTICLE 15: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 16: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 17: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

Chase A. Pappas, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

26-2816797
Social Security Number or
Federal Identification Number

Cape Cod Builders Inc
Signature of Individual or
Corporate Name

By: Chase A. Pappas
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Cape Cod Builders INC

TOWN OF TRURO

By

by its Town Manager

Chase A Pappas

Darrin K. Tangeman

Chase A. Pappas, President
Printed Name and Title



585585/TRUR/0299



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: June 11, 2024

ITEM: Review and Possible Approval of Grant Documents Regarding a Grant Award through the Community Compact Cabinet's Municipal Fiber Grant Program

EXPLANATION: The Town of Truro has been awarded a \$250,000 grant as part of the Community Compact Municipal Fiber Grant Program. This award to the Town of Truro is for the costs associated with connecting various municipal facilities to the existing municipal fiber network.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Truro will not receive the \$250,000 in grant monies awarded.

SUGGESTED ACTION: *Motion to approve the Commonwealth of Massachusetts Contract to receive \$250,000 in grant monies and authorize the Chair to sign electronically and authorize the Town Manager as a signatory for subsequent documents related to the grant.*

ATTACHMENTS:

1. Award Letter
2. Commonwealth of Massachusetts Contract



EXECUTIVE OFFICE FOR ADMINISTRATION & FINANCE
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE - BOSTON, MA 02133
(617) 727-2040

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

MATTHEW J. GORZKOWICZ
SECRETARY

May 28, 2024

Dear Darrin Tangeman,

It is with great pleasure that we inform you that the town of Truro has been awarded a \$250,000 grant as part of the Community Compact Municipal Fiber grant program. The demand for funding and interest in the program was overwhelming. As a result, the Administration doubled the amount of available funding for this critical grant program this year – one of many steps the administration is taking to ensure communities have the resources they need to succeed. Your application was chosen because it met the overarching goal of supporting the closing of critical gaps in local networks and connecting municipally owned facilities.

I want to congratulate you on receiving this award. Your participation reflects another effort to modernize and enhance municipal government capabilities and connectivity. I am glad to see your community taking advantage of the benefits the Community Compact program offers.

Sincerely,

Handwritten signature of Kimberley Driscoll in purple ink.

Kimberley Driscoll
Lieutenant Governor

Handwritten signature of Matthew J. Gorzkowicz in black ink.

Matthew J. Gorzkowicz, Secretary
Executive Office for Administration and Finance

Handwritten signature of Jason Snyder in blue ink.

Jason Snyder, Secretary
Executive Office for Technology Services and Security

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: (and d/b/a): Town of Truro		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4,T&C): PO Box 2030, Truro, MA 02666		Business Mailing Address:	
Contract Manager: David Wennerberg		Billing Address (if different):	
E-Mail: dwennerberg@truro-ma.gov		Contract Manager: Jennifer McAllister	
Phone: (508) 214-0918	Fax:	E-Mail: mcallisterj@dor.state.ma.us	
Contractor Vendor Code: VC6000192010		Phone: 617-626-3838	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number:			

<p style="text-align: center;"><u>X</u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
---	--

The following [COMMONWEALTH TERMS AND CONDITIONS](#) (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
☐ [Rate Contract](#) (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
☒ [Maximum Obligation Contract](#) Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). \$250,000

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through [EFT](#) 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments ([G.L. c. 29, § 23A](#)); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See [Prompt Pay Discounts Policy](#).)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) Community Compact Grant: This award is being made through the FY24 Community Compact Municipal Fiber Grant Program to the town of Truro for the costs associated with: connecting various municipal facilities to the existing municipal fiber network.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
☒ 1. may be incurred as of the [Effective Date](#) (latest signature date below) and **no** obligations have been incurred **prior** to the [Effective Date](#).
☐ 2. may be incurred as of _____, 20____, a date **LATER** than the [Effective Date](#) below and **no** obligations have been incurred **prior** to the [Effective Date](#).
☐ 3. were incurred as of _____, 20____, a date **PRIOR** to the [Effective Date](#) below, and the parties agree that payments for any obligations incurred prior to the [Effective Date](#) are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of December 31, 2025 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "**Effective Date**" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached [Contractor Certifications](#) (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 [Commonwealth Terms and Conditions](#), this Standard Contract Form including the [Instructions and Contractor Certifications](#), 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 [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>
--	--

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

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

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

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

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

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

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

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

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

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

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

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

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

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

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

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

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

EXECUTIVE ORDERS

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

[Executive Order 481](#). [Prohibiting the Use of Undocumented Workers on State Contracts.](#)

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

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

[Executive Order 346](#). [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

[Executive Order 504](#). [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's ["Security Policies"](#) (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. **[Executive Orders 523, 524 and 526](#).** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the town of Truro [“Grantee”] acting through its Town Manager.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$250,000 authorized under FY24 Community compact Municipal Fiber Grant Program [“Program”] to the town of Truro for the costs associated with: connecting various municipal facilities to the existing municipal fiber network. [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the town of Truro for the costs associated with: connecting various municipal facilities to the existing municipal fiber network.

The funds will allow the town to connect various municipal facilities to the existing municipal fiber network. The facilities to be tied into the network are as follows:

- Transfer Station, 115 Route 6
- Harbor Master's Office, 75 Depot Road
- Beach Office, 36 Shore Road
- Snows Field, Snows Field Road
- Truro Central School, 317 Route 6
- Corn Hill Beach
- Head of Meadow Beach

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to the Program; and any other information EOAF may require.

The full amount of the grant award, or **\$250,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than December 31, 2025.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than December 31, 2025. Grantee will forfeit any remaining award unused after no later than December 31, 2025. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing 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.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

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

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

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

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

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

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

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

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

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

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

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

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name:

Title:

Date:

(Check One): ☐ Organization ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

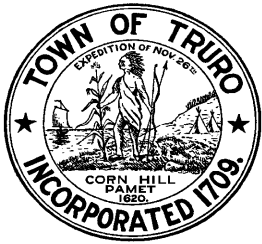
Address:

Telephone: FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: June 11, 2024

ITEM: Discussion on Goals & Objectives Process Planning

EXPLANATION: At the May 28, 2024, a status update on the FY2024 Select Board Goals & Objectives was presented. An updated Goals & Objectives Progress Report from that meeting is attached. The Charter requires that “The Select Board shall annually, during the month of June, hold a meeting for the purpose of stating the Board's goals for the coming fiscal year. The Board will revisit its goals for the year concluding and review its accomplishments relative to those goals. This presentation is to be followed by a question and answer session led by the Town Moderator. All Town Officials, Department Heads and Chairpersons of multi-member bodies shall attend. The meeting and its agenda shall be advertised in one or more local papers and on the Town of Truro Website and the general public shall be invited” (4-2-11).

Staff has contacted the Town Moderator and he is available to hold the public hearing on the FY2025 Goals & Objectives during the June 25, 2024 Select Board meeting. In advance of that meeting, staff recommends that the Board identify a date and time for a work session to work on the FY2025 Goals & Objectives. Due to the number of major projects underway and staff capacity limits, the Board would ideally identify a maximum of 10 objectives at the work session. The Board should also determine if they would like the work session to be remote only or hybrid.

The Board members encourage the public to email them input about the FY2025 Goals & Objectives. The Board’s emails are: SAreson@truro-ma.gov, nmedoff@truro-ma.gov, rweinstein@truro-ma.gov, srein@truro-ma.gov, and sgirard-irwin@truro-ma.gov.

The Local Comprehensive Plan, approved at the 2023 Special Town Meeting is available here: https://www.truro-ma.gov/sites/g/files/vyhlf9766/f/uploads/april_19_2024_local_comprehensive_plan_1.pdf

to help inform the goal-setting process.

SUGGESTED ACTION: *MOTION TO hold a (remote OR hybrid) work session on June 18th at 1 pm to work on FY2025 Select Board Goals & Objectives.*

ATTACHMENTS:

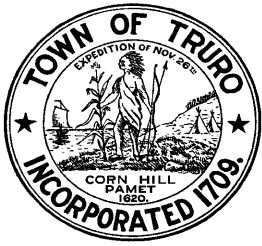
1. FY2024 Select Board Goals & Objectives Progress Report

Priority	Score	Objective	Goal(s) Addressed	Select Board Ambassador	Present Status
1	105	<i>Through the Town of Truro representatives and in concert with the Provincetown Water & Sewer Board, the Select Board will support intermunicipal collaboration to determine safe yield estimates for the purpose of developing a water resources management plan. In addition, invite current/future stakeholders & intermunicipal staff to more frequent (2x per year) Select Board updates to discuss shared planning, future water supply protection, and for development of new source(s)</i>	A, C, D, E	John Dundas	<p>Town staff prepared a stormwater management bylaw for consideration at the Special Town Meeting. The bylaw is currently in revision and was indefinitely postponed at the 2024 ATM.</p> <p>Town staff has initiated a new joint meeting schedule for key Provincetown and Truro staff so that more regular collaborative planning for water takes place. These meetings occur regularly. At the 2024 ATM, \$100,000 of Free Cash was approved for preliminary master planning and evaluation for public water supply.</p> <p>Update: Annual Meeting of Select Boards in October to receive update - possible rewrite of goal</p>
2	104	<i>The Select Board will review all Town owned land to assess possibilities for municipal use, housing, economic development, open space, water, wastewater, and/or possible disposition to be completed by September 30, 2023.</i>	A, B	Kristen Reed	<p>The Select Board held a work session to discuss the use of Town-owned land in August 2022 and then voted in a regular meeting to designate 25 South Highland Road for permanent placement of Town-owned structures for the purpose of Town employee housing and to begin a master planning process for 0 Quail Ridge Road. In September, the Board voted to commit \$433,824 of Affordable Housing Trust Funds for the purpose of moving Town-owned and donated housing structures to 25 South Highland Road and to authorize the Town Manager to initiate the relocation of the structures. On May 14th, the Town agreed to commit \$425,713.84 from the AHTF for additional construction cost to close out renovations at 71 North Pamet Road and one of the cottages at 25 South Highland.</p> <p>Staff secured \$900,000 to move existing dwellings to 25 South Highland Road and the project is moving forward under the management of DPW Director Cabral. The moves were completed over February 21st and February 22nd.</p> <p>Staff is also working with the CCNS to determine appropriate Town-owned land for the land swap associated with the Chamber of Commerce Parcel and the Herring River low lying roadway.</p> <p>Update: remains an active goal of the Select Board</p>
3	100	<i>The Select Board will initiate a revised cost estimate of a multi-phased approach for a new Department of Public Works Facility at a yet to be determined site in the FY2025- FY2029 Capital Improvement Plan. By August 15, 2023, the Town Manager will work with the Public Works Director to welcome the public to site visits of the current Public Works Facility via in-person visits and virtual visits.</i>	D	Robert Weinstein	<p>2024 Annual Town Meeting approved an amended version of Article 13 for funding in the amount of \$2,831,000.00 for the purpose of engineering and construction predominantly at the Town Hall hill site. If approved at Special Town Election, we will move forward with conducting an Phase 2, Environmental Study at the Town Hall hill site.</p> <p>A video tour of the existing facility is available here: https://vimeo.com/857634946?share=copy</p> <p>The recently appointed Ad Hoc Building Committee has met 10 times since its establishment in early April, making a recommendation to the Select Board in late April for a reduced cost/size future public works facility with an estimated cost of \$28,310,000.00.</p> <p>Update: Due to an amendment at Town Meeting to fund the design and engineering with an initial focus on Town Hall hill, this goal remains active, but will likely require a rewrite. Phase 2 environmental study at Town Hall hill becomes first priority.</p>

4	38	<i>The Select Board will appoint a task force of local experts and staff and two members of the Select Board to examine recurrent revenue generation options resulting in a detailed report and recommendations for both short-term and long-term implementation to the Select Board by April 1, 2024.</i>	A, B	Kristen Reed	A charge for the Municipal Revenue Ad Hoc Task Force was approved and appointments to the Task Force are expected in February/ March 2024. The Select Board has also pursued revenue generation efforts with recent fee changes for beach fees (expected to generate approximately \$99,345 in new revenue), changes to rental registration fees (expected to generate approximately \$103,275 in new revenue), and changes to other fees including alcohol licenses, shellfish fees, etc that produce incremental increases in new revenue. The Select Board presented Articles 19-21 at 2024 Annual Town Meeting. These articles sought approval for a 3% community impact fee for owner occupied and professionally managed short-term rentals. The Community impact fee was approved at the 2024 Annual Town Meeting and will be dedicated to the Capital Stabilization Fund in the future. Update: Rewrite to address possible change in charge to for committe to serve as primarily staff and existing volunteers.
5	39	<i>Upon completion of the Local Comprehensive Plan, the Select Board and Town Manager will work jointly to create a Town mission statement.</i>	D	Susan Areson	The LCP has been completed, so this initiative can move forward to craft a Mission Statement for the Town Administration and departments. Update: Town Manager can now begin working with staff to develop mission statement that is nested with the Town's new vision statement for presentation to Select Board
6	39	<i>The Select Board will hold joint work sessions with participation from the Truro Housing Authority, Planning Board and Zoning Board of Appeals to develop housing initiatives that will diversify the range of seasonal, year-round and transitional housing for people of varying income levels and will develop related articles for the 2023 Fall Special Town Meeting and 2024 Annual Town Meeting. The Select Board will provide an update on these efforts at least semi-annually.</i>	B, D	Susan Areson	Housing Production Plan was approved in October 2023 for adoption. The Planning Board prepared a Duplex Bylaw that was approved at the 2023 Special Town Meeting. The Select Board recently approved a charge for the Ad Hoc Zoning Task Force and is accepting applications for membership. The Town currently has two applications and is seeking additional applications before commencing interviews. The Task Force will review the town's zoning and general bylaws with a focus on provisions that may affect housing opportunities or production and will evaluate recommendations in the most recent Local Comprehensive Plan, Housing Production Plan, Walsh Advisory Plan and Economic Development Plan with the goal of proposing specific bylaw or policy changes to promote housing as part of its charge. Appointments to the Task Force are expected in July 2024. Update: Rewrite to address as a continuing priority
7	32	<i>The Select Board will support and encourage projects that protect and restore our coastal environment including these current and ongoing projects: A) Pamet River Tidal Flow Restoration and Watershed Study B) East Harbor Culvert Replacement C) Mill Pond and Eagle Creek Repairs and Improvement D) Little Pamet Watershed Study and Culvert Repair E) Coastal Management (emphasis on Beach Point)</i>	C	Stephanie Rein	A-D) Updates on environmental projects are provided by the DPW Director during the staff updates portion of Select Board meetings periodically. Highlight: Eagle Neck Creek Bridge reopened on 10/7/22, post project environmetal monoring will continue through 2027. East Harbor culvert replacment has been completed, post project environmental monitoring will continue through 2027. Mill Pond culvert replacment is in the final design and permitting phase. Construction for Mill Pond is scheduled for 2028. Pamet River restoration, and little Pamet watershed study and culvert replacement projects are in the preliminary design and addtional modeling phase. All Pamet River related projects will move forward togther, and are funded by NOAA. E) The final project report for the Outer Cape project "increasing coastal resiliency through Intermunicipal Shoreline management" was issued by the Center for Coastal Studies on June 14, 2022. Deliverables for phase 2 include assessment to identify locations for potential salt-marsh migration; an inventory of the low lying roads in the 4 town project area; development of a regional sand banking database; and, development of management approach for the littoral cells of our shoreline; each of these topics were developed as an interactive geospatial dataset in the Regional Shoreline Management geodatabase. In spring of 2022, the CCS held 3 public outreach sessions about the underlying processes that drive coastal change. The Outer Cape towns are partnering with the Center for Coastal Studies to continue the Shorefront Management project and have submitted an application for a third CZM Coastal Resiliency grant. The municipal staff team continues to look for other grant sources to develop the organizational framework for the management plan itself. Update: No change. Continues to be Select Board priority.

8	15	<i>The Select Board will provide resources in the FY2024/2025 budget to increase the digitization of town services and records, and address cybersecurity and will lay the groundwork for a five-year digitization and cyber security plan that will be initiated in FY2025. The Select Board Ambassador working with the Town Manager and IT Director will provide an outline to present at a Select Board meeting prior to beginning the FY2025 Budget Process.</i>	A, D, E	John Dundas	<p>Grants received for digitization and records storage to the CPC and the Community Compact Grant Program. Digitization efforts included in the 2022 Annual Town Meeting Warrant: Clerk/ Planning record digitization, additional financial transparency and budgeting software modules, building permit software, and CPA request for digitizing Town records.</p> <p>The FY2024 Budget included funding for some new digitization efforts. The FY2025 budget process also included a pilot effort for creating departmental budgets in the new budget module of the Town's financial transparency software to start to digitize the budget preparation and review process. Town Clerk Verde and Town Planner and Land Use Counsel Carboni are working on the digitization of Clerk/ Planning records. 2024 Annual Town Meeting approved \$48,280.00 in funds to upgrade our website code and adding three new modules: Civic Clerk, Civic Rec and Municode, all of which are digitization efforts. Town Staff will begin upgrades in early August 2024.</p> <p>Update: Ongoing/active - retain for consideration during upcoming Worksession</p>
9	06	<i>The Select Board will review the Senior Needs Assessment, invite feedback from the community on specific programs and services requested, and explore the feasibility and the cost and social impact of expanding services and programs for seniors to inform the FY2025 budget process.</i>	A, D, E	Stephanie Rein	<p>February 2024 Update: Staff met with Caitlin E. Coyle, PhD, Director of the Center for Social & Demographic Research on Aging at the Gerontology Institute of the University of Massachusetts Boston to discuss her team's ability to conduct a Senior Needs Assessment for Truro. She outlined the process for conducting the assessment, provided examples of similar work completed for communities across the Commonwealth and on the Cape and stated that the project kick off for Truro is recommended for March/ April to ensure time to get information from year round and seasonal members of the community. The assessment cost was approximately \$30,000 and a free cash transfer was sought at the 2024 Annual Town Meeting for implementation in March/ April of 2025.</p> <p>Update: Rewrite with the inclusion of needs assessment for those with disabilities. Seek alternative funding in the coming year.</p>
10	06	<i>The Select Board will work with the Housing Authority and the Housing Consultant to develop a Housing Playbook by October 31, 2023.</i>	A, B, D, E	Kristen Reed	<p>The Consultant who prepared the Housing Needs Assessment and Housing Production Plan was contacted to discuss the scope of work related to developing a housing playbook. A quote and general scope of work and associated timeline was provided but will need further detail to ensure the Playbook adequately addresses this objective. The Town will work to develop an RFP to seek proposals to complete this initiative in FY 2025.</p> <p>Update: Retain for consideration during upcoming Worksession</p>

11	58	<i>The Select Board will provide support to and collaborate with the Climate Action Committee and the Energy Committee in the creation of a Climate Action Plan for the Town of Truro, as well as to work with the Climate Action Committee and Energy Committee to develop a policy memorandum that facilitates and guides progress in all relevant areas toward a “Net Zero Truro” by 2050, and will ask for updates at least twice per year. The Board will also revise the charges of the Energy Committee and the Climate Action Committee to incorporate the directives from Article 53 of the 2022 Annual Town Meeting.</i>	A, C, D, E	Stephanie Rein	<p>The Select Board voted to assign Member Dundas and Member Rein to work with the Climate Action Committee to organize a Truro Climate Summit at a time TBD.</p> <p>The Select Board voted to identify a funding strategy and prepare an article for the 2024 Annual Town Meeting to fund a Climate Action Coordinator to support the work of the group. The Climate Action Coordinator position was approved and funded with free cash at the 2024 Annual Town Meeting. The position will be hired in FY 2025 and Solar Revenues will need to be generated to ensure the long-term sustainability of this position in the future. It is believed it will take 1-2 years of free cash transfers before revenues are available to fund this position long-term. Update: Retain for consideration during upcoming Worksession</p>
12	18	<p><i>A Needs Assessment for Persons with Disabilities will be conducted, the Select Board will invite feedback from the community on specific programs and services requested, and will explore the feasibility and the cost and social impact of expanding services and programs for persons with disabilities to inform the FY2025 budget process.</i></p> <p>**Collaboration with the objective related to the Senior Needs Assessment would be beneficial as there may be overlap between needs or between populations.</p>	A, D, E	Stephanie Rein	<p>The Town of Truro updated its ADA Self- Evaluation and Transition plan that was revised in 2019 using CDBG Funds to contract Disability Access Consultants to facilitate the plan with staff support. Title II of the ADA and Section 504 requires us, as part of a self-evaluation, to assess our services, policies, and practices to modify any that discriminate against people with disabilities. It also requires that we develop a transition plan to identify physical changes to facilities necessary to achieve “program access.” Part of updating the plan included conducting the following surveys: Survey for Town of Truro Program and Facility Users; Survey for Program and Site Administrators; Survey for Organizations Representing Individuals with Disabilities.</p> <p>To meet this particular objective, the Board could engage a consultant to conduct an assessment similar to the proposed Senior Needs Assessment. If the Gerontology Institute of the University of Massachusetts Boston is amenable, the outreach and survey tools and various methodologies could be outlined in a scope of work to engage a consultant to conduct a similar needs assessments for persons with disabilities in Truro. If funding is secured at the 2024 Annual Town Meeting, this process could potentially begin in the spring of 2025.</p> <p>Update: Members of Town Meeting moved to not approve the \$30,000.00 for the Senior Needs Assessment which would have served as the foundation of this project. Town staff recommends removing this project until funding can be approved at a future Town Meeting.</p> <p>Update: Rewrite to combine with senior needs assessment for those with disabilities. Seek alternative funding in the coming year.</p>
13	28	<i>The Select Board will rework, update and set clearer objectives in Policy 54 and Policy 31, and will work to enhance compliance by December 31, 2023 .</i>	E	Susan Areson	<p>Vice-Chair Areson prepared a draft Code of Conduct Policy to replace Policy 54 and a draft Communications Policy to replace Policy 31. These policies will be presented to the Select Board at an upcoming meeting, potentially in March or April, for consideration and discussion.</p> <p>Update: recommend rewrite</p>
14	7	<i>The Select Board will task the Economic Development Committee with inviting the Massachusetts Cultural Council to present to the Select Board, Economic Development Committee and the Truro Cultural Council on the process of creating a designated cultural district in Truro.</i>	A	Kristen Reed	<p>The Economic Development Committee appointments expired June 30, 2023 so the Ad Hoc Committee no longer exists.</p> <p>Update: Retain for consideration during upcoming Worksession</p>



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Sue Areson, Vice-Chair

REQUESTED MEETING DATE: June 11, 2024

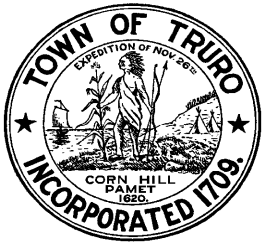
ITEM: Discussion on Procedures for Responding to Public Comment

EXPLANATION: Public comment is an important way to receive information and questions from the public. Due to Open Meeting Law constraints, the Board needs to adequately notice discussion topics and votes, rendering it impossible for the Board to have a same-meeting discussion on topics brought up in public comment.

The Board will discuss ways to ensure follow up Select Board discussion on topic areas raised during public comment that require a response.

SUGGESTED ACTION: *Discussion only.*

ATTACHMENTS: NONE



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Chair, Select Board

REQUESTED MEETING DATE: June 11, 2024

ITEM: Approval of Select Board Liaisons

EXPLANATION: As this is the first Select Board meeting held since the Annual Town Election on June 11, 2024, the Board should review and designate Select Board liaisons to other appointed and elected committees. The attached list includes the most recent Select Board liaison assignments. As the Board makes changes to the list, staff will record the assignments so that the Board has a comprehensive list of assignments to vote on.

The FY24 Liaison List, created last year at this time, includes the Walsh Property Community Planning Committee, Local Comprehensive Plan Committee, and Economic Development Ad Hoc Committee which have been dissolved. New/ additional committees that will require liaisons are the Zoning Task Force, Part Time Resident Advisory Committee, Ad Hoc Building Committee - For the Future Public Works Facility, and Ad Hoc Walsh Property Advisory Committee.

The Select Board Liaison Policy (Policy Memorandum #34) is included for reference as Board members consider which assignments they wish to commit to.

SUGGESTED ACTION: *Motion to approve the revised list of liaison assignments.*

ATTACHMENTS:

1. Current (FY24) Liaison assignments
2. Select Board Liaison Policy (Policy Memorandum #34)

BOARDS AND COMMITTEES LIAISON LIST FY2024

Board/ Committee/ Commission	Select Board Liaison FY2024
Ad Hoc Municipal Revenue Task Force	Kristen Reed and Susan Areson
Agricultural Commission	Stephanie Rein
Appeals, Zoning Board of	Bob Weinstein
Assessors, Board of	Kristen Reed
Beach Advisory Commission	Stephanie Rein
Bike and Walkways Committee	John Dundas
Budget Task Force	Kristen Reed and Susan Areson
Cable and Internet Advisory Committee	John Dundas
Cemetery Commission	John Dundas
Charter Review Committee	Sue Areson
Climate Action Committee	Stephanie Rein
Commission on Disabilities	Stephanie Rein
Community Preservation Committee	Sue Areson
Concert Committee	John Dundas
Conservation Commission	John Dundas
Council on Aging Board	Bob Weinstein
Cultural Council	Kristen Reed
Economic Development Adhoc Committee	Sue Areson
Energy Committee	Bob Weinstein
Finance Committee	Sue Areson
Health, Board of	Sue Areson
Historical Commission	John Dundas
Housing Authority	Bob Weinstein
Human Services Committee	Kristen Reed
Library Trustees	Bob Weinstein
Local Comprehensive Planning Committee- REPRESENTATIVE	Sue Areson
Open Space Committee	Sue Areson
Pamet Harbor Commission	Sue Areson
Part-Time Resident Advisory Committee	John Dundas
Planning Board	John Dundas
Recreation Advisory Commission	Stephanie Rein
Recycling Committee	Sue Areson
School Committee	Sue Areson
Shellfish Advisory Committee	Bob Weinstein
Taxation Aid Committee	Kristen Reed
Walsh Property Community Planning Committee	Stephanie Rein

TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

Policy Memorandum #34

Date: Revised June 3, 2014; October 17, 2017; Revised September 13, 2022

***This policy was revised at the September 13, 2022 Select Board meeting solely to reflect the titles used in the Town Charter for the Town Manager and Select Board and to modify language to be gender neutral. No changes were made to the content of the Policy at that meeting.**

Subject: Select Board Liaison Policy

The Truro Select Board hereby adopts the following policy for the Select Board Liaison position that provides for the inter-working, communication and coordination with all of the standing Town Multi-member Boards, Committees, and Commissions.

Annually, the Select Board will assign Select People to serve as a liaison to all of the standing Town Multi-member Boards, Committees and Commissions. The Select Board Liaison is not a member of the committees he/she is assigned to and will have no voting privileges.

Liaison Responsibilities:

1. The Select Board Liaison will not be expected to attend meetings on a regular basis. The Select Board Liaison should attend meetings when significant issues are being discussed and/or action is to be taken and upon the invitation of the Chair.
2. The Select Board Liaison is encouraged to attend at least one meeting in order to introduce themselves to committee members and to brief the committee on the role and purpose of the liaison position.
3. Upon assignment, the Select Board Liaison will distribute this policy memorandum to the Chair of each assigned committee.
4. The Select Board Liaison will establish a working relationship with the Chair of each committee they are assigned to and be available for consultation when needed.
5. The Select Board Liaison will be the point of contact for those multi-member bodies they are assigned to. The Liaison is responsible for communicating relevant information and actions by the Select Board to their assigned committees. They are also responsible for reporting back to the Select Board any developments, information and actions taken by their assigned committees relevant to the work of the Select Board.

Multi-Member Boards, Committees and Commissions Responsibilities:

1. The Chair of each multi-member body will ensure that the Select Board Liaison is sent advance notice of each meeting as well as all meeting agendas and minutes.
2. The Chair will inform the Select Board Liaison of any significant issues under current or potential future discussion that are relevant to the roles and responsibilities of the Select Board or that may require future action by the Select Board.
3. The Chair will invite the Select Board Liaison to meetings when needed with as much advance notice as possible in order to ensure attendance.
4. The Chair will request through the Select Board Liaison a joint meeting with the Select Board when the multi-member Body determines that an issues requires:
 - A. the action of the Select Board;
 - B. direction from the Select Board; or,
 - C. specific information or guidance needs to be provided to the Select Board on an issue under the purview of the Multi-member Body.
5. For those Multi-member Bodies where members are directly or jointly appointed by the Select Board, a vacancy should be immediately reported to the Town Manager and the Select Board Liaison so that the vacancy can be filled in an appropriate and timely manner.



Kristen Reed, Chair



Robert Weinstein, Vice Chair



John Dundas, Clerk



Susan Areson



Stephanie Rein

Select Board
Town of Truro



Agenda Item: 8A1

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Town Clerk

REQUESTOR: Elisabeth Verde, Town Clerk

REQUESTED MEETING DATE: June 11, 2024

ITEM: Warrant, Posting of the Warrant and Police Detail for the Special Town Election on June 27, 2024

EXPLANATION: Attached for review and electronic signature by the Board is the Warrant for the Special Town Election on June 27, 2024. Also attached for review and electronic signature is the official posting of the warrant. The final document for review and approval is the police detail for the election day. *Note: Board member names and offices voted on at this evening's meeting will be inserted.*

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Non-compliance with the Town Charter and MA General Law.

SUGGESTED ACTION:

1. *Motion to Approve the warrant for the Special Town Election on June 27, 2024 and Authorize Staff to Sign Electronically.*
2. *Motion to Approve the Posting of the Warrant for the Special Town Election on June 27, 2024 and Authorize Staff to Sign Electronically.*
3. *Motion to Delegate the Chief of Police to Designate the number of Police Officers at Precinct 1 and Designate which Police Officers will work the polls at Precinct 1.*

ATTACHMENTS:

1. Special Town Election on June 27, 2024 Warrant
2. Police Detail for Election Day



SPECIAL TOWN ELECTION
THURSDAY, JUNE 27, 2024 FROM 7:00 A.M. TO 8:00 P.M.
TRURO COMMUNITY CENTER

Commonwealth of Massachusetts
Barnstable, ss.
To the Constable for the Town of Truro

Greetings:
In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of the said Town who are qualified to vote in a Town Election, to vote at Truro Community Center, 7 Standish Way, Truro, MA on Thursday, June 27, 2024 from 7:00 am to 8:00 pm for the following questions:

QUESTION 1
Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of engineering services, construction, and repairs related to the HVAC system and roof repairs at Truro Central School, including, but not limited to, the flat rubber roof with associated components, all HVAC ventilation components and heating system and controls, and for the payment of all other costs incidental and related thereto?
Yes_____ No_____

QUESTION 2
Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of engineering and related services for a new Department of Public Works Facility predominately at the Town Hall Hill site (excluding the 340 Route 6 site), including the payment of all costs incidental and related thereto?
Yes_____ No_____

QUESTION 3
Shall the Town of Truro be allowed to assess an additional One Hundred Thirteen Thousand, One Hundred Fifty-eight dollars and no cents (\$113,158.00) in real estate and personal property taxes to supplement the operating budget for the purpose of hiring a human resources coordinator for the fiscal year beginning July first, two thousand and twenty-four?
Yes_____ No_____

QUESTION 4
Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs associated with engineering services, construction, and remediation related to tidal restoration and drainage

improvements at Mill Pond, including, but not limited to, the removal and replacement of a failed 36 inch culvert on Mill Pond Road, and for the payment of all other costs incidental and related thereto?

Yes_____ No_____

You are hereby directed to serve these warrants, by posting duly-attested copies in Town Hall, the United States Post Offices, two other public places in Truro and two other public places in North Truro, seven days, at least, before the date of said meetings.

Hereto fail not and make due return of the warrants, together with your doings thereon, to the Town Clerk, at time and place of said meetings. Given unto our hands this 11th day of June in the Year of our Lord, Two Thousand and Twenty-Four.

We, the members of the Select Board of the Town of Truro, have read the warrant for the Special Town Election to be held from 7:00 a.m. to 8:00 p.m. on June 27, 2024, at the Truro Community Center.

Acting in capacity of the Select Board we do hereby grant approval of and permission for the above mentioned warrant.

SELECT BOARD
TOWN OF TRURO

A TRUE COPY, ATTEST:

Elisabeth Verde
Town Clerk
Date of Posting:

X, Chair

X, Vice-Chair

X, Clerk

X

X

Select Board: I have served this warrant by posting duly attested copies thereof at the following places: Truro Post Office, N. Truro Post Office, Truro Public Safety Facility, Truro Public Library, Truro Transfer Station, Truro Central School, Truro Community Center, and Truro Town Hall.

Constable

Date



TOWN OF TRURO
P.O. Box 2012, Truro, MA 02666
Town Clerk

MEMORANDUM

To: Select Board

From: Elisabeth Verde, Town Clerk

Date: June 11, 2024

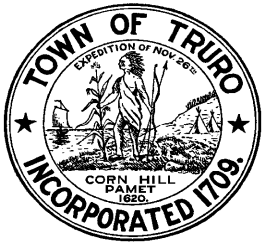
Subject: Police Detail for the Special Town Election on June 27, 2024

Pursuant to Chapter 92 of the Acts of 2022 (the Votes Act), the Select Board must vote to:

Delegate the Police Chief to Designate the number of Police Officers at Precinct 1 and Designate which Police Officers will work the polls at Precinct 1.

The proposed motion is as follows:

“Move that the Select Board Delegate the Truro Chief of Police to Designate the number of Police Officers at Precinct 1 and Designate which Police Officers will work the polls at Precinct 1.”



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of The Resources Inc. (TRI)

REQUESTED MEETING DATE: June 11, 2024

ITEM: Review and possible approval of a Deed Restriction for property located at 32 Shore Rd

EXPLANATION: The Christian Union Church of Truro is the property owner of 32 Shore Road; the former Church Parsonage grants the Quit Claim Covenants to the Executive Office of Housing and Livable Communities (EOHLC) and to the Town of Truro exclusively to ensure the retention of housing for occupancy of low and moderate-income persons and families. The Borrower intends to replace the home's roof and upgrade the home's septic system on the premises to provide one unit of multi-family rental housing of which not less than one of the affordable units shall be leased to Low and Moderate-Income Households under the terms of this Affordable Housing Restriction.

The Municipality is providing a loan to the Borrower as financial assistance for the Project in which the loan is funded with the proceeds of a grant to the Municipality from EOHLC under the MA CDBG Program, utilizing Community Development Block Grant (CDBG) funds of the United States Department of Housing and Urban Development (HUD).

The Borrower grants this Affordable Housing Restriction to the Municipality and EOHLC following MGL c.184, §31-33 and as otherwise authorized by law. The purpose of the Affordable Housing Restriction is to ensure that the Premises will be retained as affordable housing for occupancy by low-and moderate-income persons of families.

FINANCIAL SOURCE (IF APPLICABLE): Funds through Community Housing Development Block Grant.

IMPACT IF NOT APPROVED: There will not be a recorded Deed Restriction for 32 Shore Rd for an Affordable Housing Unit.

SUGGESTED ACTION: *MOTION TO approve and have the Chair wet sign The Resources Inc. Deed*

Restriction copies for 32 Shore Rd in Truro.

ATTACHMENTS:

- 1) The Resources Inc. Christy Donovan, Housing Rehab Program Coordinator Letter and Deed Restriction



May 20, 2024

Darrin Tangeman, Town Manager
Town of Truro
24 Town Hall Road
Truro, MA 02666

RE: Housing Rehab Program Deed Restriction
32 Shore Rd, N Truro, MA 02652

Dear Mr. Tangeman,

We are requesting the Town of Truro's approval of the attached deed restriction for the home at 32 Shore Rd in N Truro. This deed restriction will ensure that this single-family home remains a year-round rental property that is rented at an affordable rental rate (per HUD guidelines) to a low- to moderate-income household for the next 15 years.

This deed restriction is required for the owner of the property, the Christian Union Church, to receive funding from the Housing Rehab Program to replace the home's roof and upgrade the home's septic system.

You will notice that a representative of the Church has already signed all five (5) copies of the document.

Please sign Page 10 for ALL FIVE (5) copies of the enclosed deed restriction and return ALL FIVE (5) signed documents to our office at The Resource Inc, 23 White's Path, #G2, S Yarmouth, MA 02664. You may use the attached envelope for this purpose.

Once we receive the documents signed by the Town of Truro, we will forward all five (5) signed documents to the MA Executive Office of Housing and Livable Communities for signatures from that office.

Please let me know if you need additional information. We at TRI appreciate your help with this!

Sincerely,

A handwritten signature in cursive script that reads "Christy Donovan".

Christy Donovan
Housing Rehab Program Coordinator
TRI – The Resource Inc.
Christy@TheResource.org

23 Whites Path, Suite G2
South Yarmouth, MA
02664
508-694-6521

TOWN OF TRURO HOUSING REHABILITATION PROGRAM
AFFORDABLE HOUSING RESTRICTION

Christian Union Church of North Truro, with an address of **27 Shore Rd. North Truro, MA** and a mailing address of **P.O. Box 187, North Truro, MA 02652**, recorded with the Barnstable County Registry of Deeds on **October 24, 1945**, in **Book 923, Page 338**, (the "Borrower"), grants with quitclaim covenants to The Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, having a mailing address of 100 Cambridge Street, Suite 300, Boston, Massachusetts 02114, its successors and permitted assigns ("EOHLC"), and to the **Town of Truro** having a mailing address at **24 Town Hall Rd. P.O. Box 2030, Truro, MA 02666** (the "Municipality"), exclusively for the purpose of ensuring retention of housing for occupancy by low and moderate income persons and families, the following described Affordable Housing Restriction on a parcel of land located at **32 Shore Rd. (the Parsonage), North Truro, Massachusetts**, said parcel being more particularly described in Exhibit A attached hereto (the "Premises").

RECITALS

A. The Borrower intends to renovate or construct and develop the building(s) on the Premises in order to provide for **one (1)** unit of multi-family rental housing (the "Project"), of which not less than **one (1)** of affordable units (the "Mass CDBG Units") shall be leased to Low- and Moderate-Income Households (as defined below) in accordance with the terms of this Affordable Housing Restriction.

B. The Municipality is providing a loan to the Borrower as financial assistance for the Project, which loan is funded with the proceeds of a grant to the Municipality from EOHLC under the Massachusetts Community Development Block Grant Program (the "Mass CDBG Program"), utilizing Community Development Block Grant ("CDBG") funds of the United States Department of Housing and Urban Development ("HUD") pursuant to 24 C.F.R. Part 570 (the "CDBG Regulations").

RESTRICTION

NOW, THEREFORE, for valuable consideration received, the Borrower grants this Affordable Housing Restriction to the Municipality and EOHLC, upon the following terms, in accordance with M.G.L. c. 184, §31-33 and as otherwise authorized by law:

1. The purpose of this Affordable Housing Restriction is to ensure that the Premises will be retained as affordable housing for occupancy by low- and moderate-income persons or families.

2. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises for a term of fifteen (15) years following completion of the Project (as defined below), which shall in no event occur later than three (3) months after the date hereof, binding upon the Borrower's successors in title and all subsequent owners of the Premises, (ii) are not merely personal covenants of the Borrower, and (iii) shall bind the Borrower and its successors and assigns (and the benefits shall inure jointly and severally to EOHLC and the Municipality and to any past, present or prospective tenant of the Premises). The Borrower acknowledges that it has received assistance from the Municipality in rehabilitating the Premises as affordable rental housing, which assistance includes a loan from the Municipality funded with the proceeds of an award to the Municipality from EOHLC under the Mass. CDBG Program. This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. The Premises shall be used only for the Project. The Borrower shall rehabilitate and operate the Project in accordance with the plans and specifications, financial projections, and marketing and management

plans approved by the Municipality and EOHLC. Each unit in the Project, except for Single Room Occupancy Units, shall contain complete facilities for living, sleeping, eating, cooking and sanitation, which are to be used on other than a transient basis. Each unit in the Project shall comply with all applicable federal, state and local health, safety, building, environmental and other laws, codes, ordinances and regulations, including without limitation those relating to the operation of adaptable and accessible housing for the handicapped, those relating to the removal of lead-based paint and other environmental hazards, and the housing quality standards set forth in the HUD regulations at 24 C.F.R. §882.109 or any successor thereto.

4. (a) During the term of this Affordable Housing Restriction, 100% of *affordable units* ONE (1) in the Project shall be leased exclusively to persons or families whose annual incomes are less than eighty percent (80%) of the median income for the Area (as defined below) ("Low- and Moderate-Income Households") based on family size as determined by HUD. The "Area" is defined as Barnstable County. A Household's annual income shall be the anticipated total income from all sources received by the Household's head and spouse (even if temporarily absent) and by each additional member of the Household (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R. Part 5.609 (or any successor regulations).

(b) Additionally, the monthly rent charged to tenants of the Mass CDBG Units in the Project shall not exceed the lesser of:

(i) The fair market rent for existing housing for comparable units in the Area as established by HUD under regulations promulgated at 24 C.F.R. §888.111 (or successor regulations), less the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant; or

(ii) An amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the federal Home Investment Partnerships Program (the "HOME Program")) of the median income for the Area, as determined by HUD, with adjustment for the number of bedrooms in the unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause (ii), the Borrower shall subtract from the above amount an allowance for any utilities and services (excluding telephone) to be paid by the resident. Monthly adjusted income shall equal one-twelfth of adjusted income. Adjusted income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation thereto) using assumptions provided by HUD.

(c) If at any time less than the required percentage of units in the Project are leased, rented or occupied by Low- and Moderate-Income Households as a result of increases in the incomes of existing tenants, the next available units shall all be leased, rented or otherwise made available to Low and Moderate Income Households until the required percentage of units occupied by Low and Moderate Income Households is again obtained. In addition to the foregoing, a Household which no longer qualifies as a Low- or Moderate-Income Household as a result of increased income must pay as monthly rent the lesser of (x) the maximum amount payable by the Household under the laws of the Municipality or The Commonwealth of Massachusetts or (y) thirty percent (30%) of the Household's monthly adjusted income (as defined above) as recertified annually.

5. The Borrower represents, warrants, and covenants that the determination of whether a Household meets the income requirements set forth herein shall be made by Borrower at the time of leasing each Mass

CDBG Unit in the Project and thereafter at least annually on the basis of the current income of such Household. Borrower shall maintain as part of its Project records copies of all leases of Mass CDBG Units in the Project and all initial and annual income certifications by tenants of the Mass CDBG Units. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Municipality annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Household occupying a Mass CDBG Unit at the Project. With respect to Households who moved to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Households at the time of their initial occupancy at the Project. The annual reports shall be in a form approved by the Municipality and shall contain such supporting documentation as the Municipality shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to the Municipality such additional reports as EOHLC or the Municipality may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the Mass CDBG Program, including without limitation all information required for the Quarterly Activity Reports to be filed by the Municipality within ten (10) days after the end of each calendar quarter and for the Close-Out Report to be filed by the Municipality upon completion of the Project, each as required by the Massachusetts CDBG Program.

6. Prior to initial occupancy of the Project and annually thereafter as part of the annual reports required under Section 5 above, Borrower shall submit to the Municipality a proposed schedule of monthly rents and monthly allowances for utilities and services for all Mass CDBG Units in the Project. The rent schedule shall include both the maximum rents applicable to units under Subsection 4(b) above as well as the actual rents to be charged to over-income Households under Subsection 4(c) above. Such schedule shall be subject to the approval of the Municipality for compliance with the requirements of Section 4 above. After approval of a schedule of rents and allowances by the Municipality, rents shall not be increased without the Municipality's prior written approval of either (x) a specific request by Borrower for a rent increase or (y) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

7. (a) The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to, a holder of a certificate under the Federal Rental Certificate Program or a rental voucher under the Federal Rental Voucher Program (24 C.F.R. Part 982) or a holder of a comparable document evidencing participation in any state or federal tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate, rental voucher or comparable tenant-based assistance document.

(b) The Borrower shall adopt and submit to Municipality for approval resident selection policies and criteria acceptable to the Municipality that:

(i) Are consistent with the purpose of providing housing for Low- and Moderate-Income Households, as defined above and required herein.

(ii) Are reasonably related to income eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease.

- (iii) Provide for (x) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

The Borrower shall also provide the Municipality with an affirmative fair housing marketing plan acceptable to the Municipality and EOHLC. The affirmative fair housing marketing plan must comply with all applicable statutes, regulations, and executive orders and with any EOHLC directives reflecting the agreement between EOHLC and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. For projects located in the Boston PMSA, the Borrower shall notify the City of Boston's Metro list (Metropolitan Boston Housing Opportunity Clearance Center) of the availability of any Mass CDBG Units. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

8. The Borrower shall not include in any lease for a Mass CDBG Unit in the Project any of the following provisions:

- (a) Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.
- (b) Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with state law.
- (c) Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.
- (d) Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.
- (e) Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- (f) Agreement by the tenant to waive any right to a trial by jury.
- (g) Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- (h) Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for Mass CDBG Units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state, or local law; or (iii) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by Borrower's service on the tenant of a written notice specifying the grounds for the action.

9. The Borrower shall not permit the use and occupancy of any Mass CDBG Unit for any purpose other than rental to an eligible tenant in accordance with Section 4 above. The Borrower may not sell, transfer, mortgage or exchange all or any portion of the Project and shall not transfer or pledge in the aggregate a majority of the beneficial ownership or control of the Borrower, without the prior written consent of the Municipality, which consent may be granted or withheld in its sole judgment, in accordance with EOHLC policy.

10. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Municipality, which consent may be granted or withheld in its sole judgment, in accordance with EOHLC policy. The Borrower shall not permit the use of any residential unit in the Project for any purpose other than rental housing.

11. The Borrower represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed, the Borrower (subject to the approval of the lender(s) which will provide the financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

12. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal and state laws and regulations, including but not limited to compliance with Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq), the regulations of HUD at 24 C.F.R. 570 Subpart I and 24 C.F.R. Part 85, all regulations, guidelines and directives established by EOHLC for the Massachusetts Community Development Block Grant Program, and all other regulations incorporated therein by reference, including without limitation all requirements related to the following:

- (a) the relocation, if any, of tenants or other occupants of the Premises;
- (b) the assurance of equal opportunity and non-discrimination on the basis of race, color, national origin, sex, age, handicap, religion, or sexual preference, including without limitation affirmative marketing and fair housing requirements;
- (c) compliance with all Federal Labor Standards, affirmative action requirements, wage requirements under the Davis-Bacon Act, and exclusion of debarred or suspended contractors, with respect to construction on the Premises, to the extent applicable;
- (d) compliance with all applicable federal and state procurement requirements;
- (e) the assembly and maintenance of all records required to be maintained by the CDBG Regulations, and the obtaining of any annual, quarterly or periodic certifications and other information required in connection with the Mass CDBG Program, including any required monitoring of incomes, rents, property values, and status as a primary residence;
- (f) performance of any audits required by HUD or EOHLC, provision of access to all records and properties as to which HUD or EOHLC requires such access, and repayment of any non-eligible expenditures required by HUD or EOHLC as a result of any audit;

(g) compliance with all applicable Uniform Administrative Requirements;

(h) inspection of the Premises to assure their compliance with the HUD Housing Quality Standards, and all applicable state and local codes, environmental review requirements (including lead paint requirements), the Americans with Disabilities Act of 1990, and all reports and certifications required with respect thereto;

(i) compliance with all applicable requirements to make training and employment opportunities available to low- and moderate-income persons living in the community where the Premises are located, and to make contracting opportunities available to businesses located in such community;

(j) determination that the Project complies with all applicable requirements as set forth in the CDBG Regulations.

(k) compliance with all applicable state and federal conflict-of-interest laws and regulations.

13. (a) Borrower hereby grants to the Municipality and EOHLC and their respective duly authorized representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction or any other agreement between Borrower and the Municipality, and

(b) after 30 days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Affordable Housing Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

(c) The Borrower and the Municipality each agree to give to EOHLC written notice of any default, violation or breach of the terms and conditions of this Agreement, within seven days after first discovering such default, violation, or breach. Whether or not such notice is given, EOHLC shall have the right to enforce this Affordable Housing Restriction and to exercise all rights and remedies (whether at law or in equity) available to it hereunder or under applicable law.

14. The rights hereby granted shall include the right of both the Municipality and EOHLC, or either of them acting alone, to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the Municipality and EOHLC will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and EOHLC. Borrower covenants and agrees to reimburse the Municipality and EOHLC all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, neither the Municipality nor EOHLC undertakes any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.

15. The Municipality and EOHLC each is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Borrower on behalf of itself and its successors and assigns appoints the Municipality and EOHLC (either of which may act alone) its attorneys-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agree to execute any such instruments upon

request. The benefits of this Affordable Housing Restriction shall be in gross and shall be assignable by the Municipality (subject to the approval of EOHLC) and by EOHLC. The Borrower and the Municipality intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

16. The rights and restrictions contained in this Affordable Housing Restriction shall not lapse if the Premises is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Premises.

17. This Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Borrower hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land. The Borrower represents and warrants that all persons having any interest in the Project, including without limitation the holders of all outstanding mortgages of the Premises, have consented to this Affordable Housing Restriction and subordinated their interests in the Premises to this Affordable Housing Restriction.

18. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.

19. Any notice, request, or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower:

**Christian Union Church of North Truro
P.O. Box 187
North Truro, MA 02652**

If to the Municipality:

**Town of Truro
24 Town Hall Rd.
P.O. Box 2030
Truro MA 02666**

If to EOHLC:

**Attention: Office of the Chief Counsel
Executive Office of Housing and Livable Communities
100 Cambridge Street
Boston, MA 02114**

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

20. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of both the Municipality and EOHLC.

No documentary stamps are required as this Affordable Housing Restriction is not being purchased by the Lender.

Executed under seal this 6th day of MAY 2024

OWNER

Barbara Ann Weaver

COMMONWEALTH OF MASSACHUSETTS

Barnstable County ss.

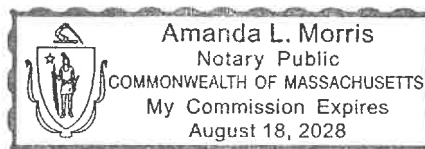
Date 5/6/24

Then personally appeared the above-named Barbara Ann Weaver and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Barbara Ann Weaver before me.

Amanda L Morris

Notary Public

My Commission Expires:



Consent to Affordable Housing Restriction – NO MORTGAGE

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

(name of lender)

By:

its _____

(If the Premises has more than one mortgagee, add additional consent form. Execution of the consent form by a mortgagee is necessary only if the mortgage has been recorded prior to the Affordable Housing Restriction.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss.

_____, 20__

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

Notary Public
Print Name:
My Commission Expires:

ACCEPTANCE BY MUNICIPALITY OF GRANT

The above Affordable Housing Restriction is accepted this _____ day of _____, 2024.

Town of TRURO

By: _____

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

County____, ss.

Date_____

Then personally appeared the above-named (*Name*)_____, (*Title*)_____ and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said *Town of Truro*, before me.

Notary Public
My Commission Expires:

**ACCEPTANCE BY COMMONWEALTH OF
AFFORDABLE HOUSING RESTRICTION**

The above Affordable Housing Restriction dated _____, made and declared by _____, recorded with the _____ County Registry of Deeds in Book _____ Page _____, or filed with the _____ Registry District of the Land Court as Document No. _____ noted on Certificate of Title No. _____, with respect to the land in the Town of Truro, as more fully described in Exhibit A to said Affordable Housing Restriction, is accepted and approved this _____ day of _____, 20__.

**THE COMMONWEALTH OF MASSACHUSETTS
ACTING BY AND THROUGH THE EXECUTIVE OFFICE
OF HOUSING AND LIVABLE COMMUNITIES.**

By: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss _____, 20__

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

Notary Public

Print Name: _____

My Commission Expires: _____

Note to Recorder: A marginal note to this instrument must be made on the above referenced Affordable Housing Restriction.

EXHIBIT A - Property Description

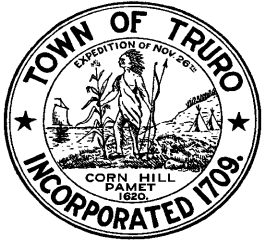
All of the church property so-called including the church building located on the Easterly side of the old State highway and the parsonage so-called located on the opposite side of said church building on the Westerly side of the old State highway now known as Route 6-A, said property being bounded and described as follows:

Parcel I:

Land together with the buildings thereon situated on the Westerly side of the (old) State Highway and bounded and described as follows:

Beginning at the northeast corner thereof thence Southerly by the said State Road (formerly the County Road), twenty rods (20) and four feet (4) to the Town Road leading to the shore; thence westerly by said Town Road six rods (6) and five feet (5) to land formerly of John G. Thompson; thence northerly sixteen rods (16) and five feet (5); thence easterly four rods (4) and fourteen feet (14) to the point of beginning.

Said premises are nearly opposite the Christian Union Church of North Truro and are known as the "Parsonage" premises and are the same as conveyed by Lydia E. Small to said Christian Union Parish in deed dated July 16, 1902 and recorded with Barnstable Registry of Deeds in Book 258 page 70, with exception of so much of said land as was taken by the Commonwealth for highway purposes. Also excepting from this conveyance, a parcel on the northerly side thereof four rods (4) square which was conveyed by said Christian Union Society to John G. Thompson in deed dated May 20, 1903, and recorded in the Barnstable County Registry of Deeds Book 548, Page 210 and later conveyed to Mertie McLoon in deed dated November 6, 1934, and recorded with said Registry Book 507, Page 62,



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 11, 2024

ITEM: Application for Entertainment License

EXPLANATION: The Truro Concert Committee has submitted an application for an entertainment license to hold their annual summer concerts at the Truro Library. Dates for concerts will be 7/4, 7/11, 7/18, 7/25, 8/1, 8/8, 8/15, 8/22 and 8/29.

Library Director, Tricia Ford, and Police Chief, Jamie Calise, have both approved the application.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Truro Concert Committee will not be able to hold their summer concert series at the Truro Library.

SUGGESTED ACTION: *Motion to approve the Application for an Entertainment License for the Truro Concert Committee to hold concerts at the Truro Library for the dates listed and authorize the Chair to sign electronically.*

ATTACHMENTS:

1. Application for an Entertainment License



TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

PH: 508-349-7004, Ext. 110 or 124 Fax: 508-349-5505

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

TRURO 2024 MAY 21 10:47:59
RECEIVED THE OFFICE
TOWN OF TRURO

Application for an Entertainment License

☐ Annual
 ☒ Weekday
 ☐ Saturday
 ☐ Sunday
 ☐ Seasonal
 ☐ Seven-Day

*Please complete the Commonwealth's
Public Entertainment on Sunday
Application

The undersigned hereby applies for a license in accordance with the provisions of
Mass. General Laws, c.140 §183A amended, Ch. 140§181 & Ch.136§4

BUSINESS/ORGANIZATION INFORMATION

Ken Field

Truro Concert Committee

Name of Applicant

Business/Organization Name

Truro Town Hall, PO Box 2030, Truro, MA 02666

Mailing Address of Business/Organization

Is this a Non-profit or For-profit Entity (Check the appropriate box)

☒ Yes

☐ No

If yes, proof of Non-profit status must accompany this application

Ken Field

Contact Person

Phone Number

Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

7/4, 7/11, 7/18, 7/25, 8/1, 8/8, 8/15, 8/22, 8.29

Community unity!

Day (s)/Date (s) of Event for License to be issued

Purpose of Event (example: fundraiser)

Hours of Event (from - to) 6:30-8pm

Truro Public Library (back deck)

Event is: ☐ Indoor ☒ Outdoor Event

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

(Please check applicable box)

Town of Truro/Truro Public Library

508-487-1125

Property Owner Name and Address

Phone number

Seating Capacity: n/a

Occupancy Number: n/a

n/a

Approximate number of people attending 200

Name of Caterer (if applicable)

Truro Application for Entertainment License

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) 3-5 (guitar, bass, drums, horns, vocals)

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.

Kerol A. F. F.

20 May 2024

Signature

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, under MGL 136.
- These regulations are intended to allow the Board of Selectmen to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

License No. _____

Select Board Chair _____ Meeting Date _____

Police Department Jamie Calise Date May 23, 2024

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

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health/Conservation Agent Signature: _____ Comments/Conditions: Permits/Inspections needed: 	Building Commissioner Signature: _____ Comments/Conditions: Permits/Inspections needed:
Police Department Signature: _____ Comments/Conditions: 	Fire Department Signature: _____ Comments/Conditions:
DPW Signature: _____ Comments/Conditions: 	Harbormaster Signature: _____ Comments/Conditions:
Recreation & Beach Director: _____ Comments/Conditions: 	LIBRARY DIRECTOR: <i>Tricia Ford</i> _____ Comments/Conditions:



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: June 11, 2024

ITEM: Reappointment to the Cape Cod and Islands Water Protection Fund Management Board

EXPLANATION: MA Gen Law Ch. 29C Section 20 states “There shall be a Cape Cod and Islands Water Protection Fund Management Board that shall consist of 1 person to be appointed by each board of selectmen or town council in each municipality that is a member of the Cape Cod and Islands Water Protection Fund; provided, however, that an appointee of a board of selectmen or town council shall be a member of the respective appointing authority, a town manager, town administrator or other municipally employed professional staff.”

This member shall serve for a term of 3 years. Town Manager Tangeman’s appointment expired on January 14, 2024, and we respectfully request that he be reappointed for another 3-year term.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will be no Truro representative on the Cape Cod and Islands Water Protection Fund Management Board.

SUGGESTED ACTION: *Motion to Reappoint Darrin Tangeman, Town Manager, to a three-year term on the Cape Cod and Islands Water Protection Fund Management Board with an expiration date of June 30, 2027.*

ATTACHMENTS: NONE



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: June 11, 2024

ITEM: Town Manager Appointment as Truro Representative: Cape Cod Municipal Health Group
Assistant Town Manager as Alternate Truro Representative: Cape Cod Municipal Health Group
Police Chief: Keeper of the Lockup

EXPLANATION:

Town Manager Darrin Tangeman-**Cape Cod Municipal Health Group Truro Representative:**

Request that Darrin Tangeman, Town Manager, be appointed as the Board's delegate to the Cape Cod Municipal Health Group which is Cape's joint purchase group for health insurance and provider of Town employee health benefits. The Town Manager is the Town's main representative to the health insurance group.

Assistant Town Manager-Kelly Sullivan Clark-**Alternate Representative to the Cape Cod Municipal Health Group:**

Request that Kelly Sullivan Clark, Assistant Town Manager, be appointed as the Board's Alternate delegate to the Cape Cod Municipal Health Group which is Cape's joint purchase group for health insurance and provider of Town employee health benefits. The Assistant Town Manager is the Town's alternate representative to the health insurance group. The Finance Director, Alex Lessin is currently also an Alternate Representative.

Police Chief Jamie Calise-**Keeper of the Lock-up:**

Massachusetts General Law Chapter 40 § 35 requires the Select Board of each town that maintains a lockup to make an appointment annually for the Keeper of the Lockup. The Keeper of the Lockup shall have the care and custody of the lockup and of the persons committed thereto. The term is for one year and Police Chief Calise has served in this capacity since 2018.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED:

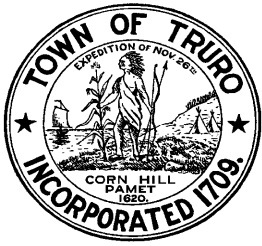
Truro will not have representation at the Cape Cod Municipal Health Group meetings, the Assistant Town Manager will not be authorized to act as the Board's Alternate delegate, and there will be no appointment of the Keeper of the Lock-up.

SUGGESTED ACTION:

- MOTION TO *appoint Darrin Tangeman, Town Manager, to serve as Truro's Representative on the Cape Cod Municipal Health Group for a three-year term which will expire June 30, 2027.*
- MOTION TO *appoint Kelly Sullivan Clark, Assistant Town Manager, to serve as Truro's Alternate Representative on the Cape Cod Municipal Health Group for a three-year term which will expire June 30, 2027.*
- MOTION TO *appoint Police Chief Jamie Calise to serve as Keeper of the Lockup for a one-year term commencing June 11, 2024, which will expire June 30, 2025.*

ATTACHMENTS:

1. Cape Cod Municipal Health Group Website: <https://ccmhg.com/>



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 11, 2024

ITEM: Reappointment of 25 members of various Boards, Committees and Commissions.

EXPLANATION: This is our large, annual, reappointment timeframe where a substantial portion of board, committee and commission terms expire. Staff has reached out to all members whose terms expire on June 30, 2024, to inquire if they are interested in reappointment, and if so, to submit their application to serve.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicant will no longer be a member of their respective board, committee or commission and will not be able to vote on matters that come before that board, committee or commission.

SUGGESTED ACTION:

1. *Motion to Appoint Mary Ellen Kimball to the Beach Advisory Committee for a three-year term expiring June 30, 2027.*
2. *Motion to Appoint Annie Ditacchio to the Board of Assessors for a three-year term expiring June 30, 2027.*
3. *Motion to Appoint Helen Grimm to the Board of Health for a three-year term expiring June 30, 2027.*
4. *Motion to Appoint Brian Koll to the Board of Health for a three-year term expiring June 30, 2027.*
5. *Motion to Appoint Steve Corcoran to the Cable and Internet Advisory Committee for a three-year term expiring June 30, 2027.*
6. *Motion to Appoint Christopher Roberts to the Cable and Internet Advisory Committee for a three-year term expiring June 30, 2027.*
7. *Motion to Appoint Brian Boyle to the Charter Review Committee for a three-year term expiring June 30, 2027.*
8. *Motion to Appoint Fred Fehlau to the Charter Review Committee for a three-year term expiring June 30,*

2027.

9. *Motion to Appoint Deborah Smulian to the Council on Aging Board for a three-year term expiring June 30, 2027.*

10. *Motion to Appoint Michael Holt to the Concert Committee for a three-year term expiring June 30, 2027.*

11. *Motion to Appoint Charlo Maurer to the Concert Committee for a three-year term expiring June 30, 2027.*

12. *Motion to Appoint Robert White to the Conservation Commission for a three-year term expiring June 30, 2027.*

13. *Motion to Appoint Bonnie Brown-Bonse to the Community Preservation Committee for a three-year term expiring June 30, 2027.*

14. *Motion to Appoint Ann Taggart to the Cultural Council for a three-year term expiring June 30, 2027.*

15. *Motion to Appoint Lynn Williamson to the Cultural Council for a three-year term expiring June 30, 2027.*

16. *Motion to Appoint Hannah King to the Commission on Disabilities for a three-year term expiring June 30, 2027.*

17. *Motion to Appoint Brian Boyle to the Energy Committee for a three-year term expiring June 30, 2027.*

18. *Motion to Appoint Harry Irwin to the Energy Committee for a three-year term expiring June 30, 2027.*

19. *Motion to Appoint Matthew Kiefer to the Historical Commission for a three-year term expiring June 30, 2027.*

20. *Motion to Appoint Jim Summers to the Historical Commission for a three-year term expiring June 30, 2027.*

21. *Motion to Appoint Patricia Wheeler to the Human Services Committee for a three-year term expiring June 30, 2027.*

22. *Motion to Appoint Kathleen Higgins to the Part-Time Resident Advisory Committee for a one-year term expiring June 30, 2025.*

23. *Motion to Appoint Lisa Peets to the Part-Time Resident Advisory Committee for a one-year term expiring June 30, 2025.*

24. *Motion to Appoint Christine McGee to the Recreation Advisory Committee for a one-year term expiring June 30, 2025.*

25. *Motion to Appoint Barbara Wood to the Taxation Aid Committee for a three-year term expiring June 30, 2027.*

ATTACHMENTS:

1. Application to Serve-Mary Ellen Kimball

2. Application to Serve-Annie Ditacchio

3. Application to Serve-Helen Grimm

4. Application to Serve-Brian Koll

5. Application to Serve-Steve Corcoran

6. Application to Serve-Christopher Robers

7. Application to Serve-Brian Boyle

8. Application to Serve- Fred Fehlau

9. Application to Serve- Deborah Smulian

10. Application to Serve-Michael Holt

11. Application to Serve-Charlo Maurer
12. Application to Serve-Robert White
13. Application to Serve-Bonnie Brown-Bonse
14. Application to Serve-Ann Taggart
15. Application to Serve-Lynn Williamson
16. Application to Serve-Hannah King
17. Application to Serve-Brian Boyle
18. Application to Serve-Harry Irwin
19. Application to Serve-Matthew Kiefer
20. Application to Serve-Jim Summers
21. Application to Serve-Patricia Wheeler
22. Application to Serve-Kathleen Higgins
23. Application to Serve-Lisa Peets
24. Application to Serve-Christine McGee
25. Application to Serve-Barbara Wood

Application to Serve on a Board or Committee

Applicant Information

Last Name	<input type="text" value="Kimball"/>
First Name	<input type="text" value="Mary Ellen"/>
Middle Initial	<input type="text"/>
Email Address	<input type="text"/>
Phone Number	<input type="text"/>
Address (Street)	<input type="text" value="37 Great Hollow Rd"/>
Address (City)	<input type="text" value="Truro"/>
Address (State)	<input type="text" value="Ma."/>
Address (Zip Code)	<input type="text" value="02666"/>
Mailing Address (Please indicate box number and zip code)	<input type="text" value="P. O. Box 433"/>

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

ROAD OF RECORDS 04/1/05

ADMINISTRATIVE OFFICE

TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Briefly Describe Why You Wish to Serve on This Board or Committee:

I was. Marine and Coastal ecology major and I am very committed to preserving our beautiful beaches.

Have you attended a meeting of the committee listed above?

☐ Yes ☒ No

Have you read the charge of the committee?

☐ Yes ☒ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☐ Yes ☒ No

Have you read the Select Board's current Goals and Objectives?

☐ Yes ☒ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

O believe I have been on the committee for two years and I was involved in the decision making process of keeping our beaches safe and preserved.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Marine and coastal ecology major
Volunteered for the Coastal Studies
Managed an environmental consulting company for 10 years

Signature

Mary Ellen Kimball

Date

06/05/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D2

Applicant Information

Last Name

Ditacchio

First Name

Annie

Middle Initial

S

Email Address

Phone Number

Address (Street)

412 Shore Road

Address (City)

North Truro

Address (State)

MA

Address (Zip Code)

02652

Mailing Address (Please indicate box number and zip code)

POB 829 - 02652

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RECEIVED 2024 JUN 15 PM 1:35
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Assessors

Briefly Describe Why You Wish to Serve on This Board or Committee:

I have worked in the Assessor's Office for several years as my Senior Work-off job. I am familiar with the terms and have taken the Assessors Course 101 to prepare.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I have owned my own business and also worked as a Manager for many years at Bayberry Gardens so I fully understand the importance of teamwork in a small group.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Anne S Ditacchio

Date

06/05/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D3

Applicant Information

Last Name

Grimm

First Name

Helen

Middle Initial

MB

Email Address

Phone Number

Address (Street)

6 Pine Ridge End

Address (City)

North Truro

Address (State)

MA

Address (Zip Code)

02652

Mailing Address (Please indicate box number and zip code)

P.O. Box 276

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

FORM 2014.0015 p.1.00
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Board of Health

Briefly Describe Why You Wish to Serve on This Board or Committee:

To continue the work the board has been doing

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or commitee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I have been a BOH member for a full term

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

I am an RN

Signature

Helen Grimm

Date

06/04/2024

Application to Serve on a Board or Committee

Applicant Information

Last Name	<input type="text" value="Koli"/>
First Name	<input type="text" value="Brian"/>
Middle Initial	<input type="text"/>
Email Address	<input type="text"/>
Phone Number	<input type="text"/>
Address (Street)	<input type="text" value="4 Jeans Way"/>
Address (City)	<input type="text" value="Truro"/>
Address (State)	<input type="text" value="MA"/>
Address (Zip Code)	<input type="text" value="02666"/>
Mailing Address (Please indicate box number and zip code)	<input type="text" value="Box 1015 Zip 02666"/>

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

ROUND 2024/2025
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Briefly Describe Why You Wish to Serve on This Board or Committee:

Presently on the Board as its Clerk.
Physician familiar with infectious diseases, water safety, food handling and animal control as well as other subjects pertinent to public health.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

No questions or concerns.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

None.

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Presently on the Truro Board of Health as its Clerk.
Infectious Diseases physician who led public health committees in NY State and New York City.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Board Certified Infectious Diseases Physician.
Education in Public Health, Risk Management, Emergency Management, Process Improvement, Emerging Public Health Threats.

Signature

Brian Koll, MD, FACP

Date

05/17/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D5

Applicant Information

Last Name

Corcoran

First Name

STEVE

Middle Initial

Email Address

Phone Number

Address (Street)

9 Old Bridge Road, PO Box 754

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

34 Woddside Lane, New Hope, PA 18938

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☐ Yes ☒ No

Are you registered to vote in Truro?

☐ Yes ☒ No

RCUD 2024-00017 PM2415
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Cable and Internet Advisory Bd

Briefly Describe Why You Wish to Serve on This Board or Committee:

I wish to continue to serve on this board as there is a need to ensure that all residents have high speed access to the Internet as well as for public safety throughout all of Truro.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

none

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Have been on Cable and Internet advisory for several years, also served on the board of the Economy League of Philadelphia as well as the Rutgers U Innovation Board in 2012.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Worked in a number of positions at IBM for many decades as well as at Change Healthcare/UHG in the Imaging Solutions area.

Signature

Steve Corcoran

Date

05/17/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D6

Applicant Information

Last Name

Roberts

First Name

Christopher

Middle Initial

Email Address

Phone Number

Address (Street)

4 Highview Lane

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

1549, 02652

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RECD 2021MAY03 04:10:30

ADMINISTRATIVE OFFICE

TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Cable and Internet Advisory Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

I feel the board is working on important safety issues with evaluating cell phone coverage at the beaches. I also have an extensive technical background within telephony and network infrastructure.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I am currently serving on this committee. I've worked on many teams throughout my professional career, as well as in my current capacity as a local business owner. I have participated as both a team leader and member.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

I am a certified PMP (Project Management Professional). I spent over 30 years working as an IT professional with specialization in infrastructure, project management and QA testing.

Signature

Christopher Roberts

Date

05/30/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D7

Applicant Information

Last Name

Boyle

First Name

Brian

Middle Initial

E

Email Address

Phone Number

Address (Street)

11 Toms Hill Path

Address (City)

Truro

Address (State)

Massachusetts

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box 786

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

BOUD 2024 JUN 14 10:00

ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Charter Review Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

Wish to continue my service on this Committee, which I have been doing for over 10 years.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Have served on numerous Truro committees in the past two decades, all of which as chair at some time or another, Including Energy, Charter Review, Cultural Council, and Town Manager Search.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Experience manager and team builder in the technology sector.

Signature

Brian E Boyle

Date

06/04/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D8

Applicant Information

Last Name	<input type="text" value="Fehlau"/>
First Name	<input type="text" value="Fred"/>
Middle Initial	<input type="text" value="W"/>
Email Address	<input type="text"/>
Phone Number	<input type="text"/>
Address (Street)	<input type="text" value="17 Resolution Road"/>
Address (City)	<input type="text" value="Truro"/>
Address (State)	<input type="text" value="MA"/>
Address (Zip Code)	<input type="text" value="02666"/>
Mailing Address (Please indicate box number and zip code)	<input type="text" value="PO Box 303 02666"/>

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

2020 2024 JUN 15 11:11
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Briefly Describe Why You Wish to Serve on This Board or Committee:

I am currently on the Charter Review Committee, serving a one-year term from a prior vacancy. I would like to continue to serve on the Charter Review Committee and work with town staff on updating the online Charter and associated archival opportunities provided by the upcoming town website software implementation.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I led two five-year Strategic Plan initiatives with over 350 community constituents (students, faculty, staff, and trustees). I also led the steering committees charged with producing two consecutive final drafted and board-authorized five-year Strategic Plans.

Member of an Executive Leadership team charged with the oversight of a \$100M+ annual budget, a \$100M fundraising campaign, and various capital improvement projects totaling approximately \$75M.

Chair of the Commission for the National Association of Schools of Art and Design (NASAD); Team Chair for numerous accreditation visits for both NASAD and WSCUC (Western Senior College and University Commission).

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Provost of an accredited college (2000+ students), with oversight responsibilities for all student and faculty policies, appointments, and compensation. \$37M budget (not including benefits), 45 distinct academic and support departments.

BFA and MFA, ArtCenter College of Design
Harvard Leadership Program, Graduate School of Education

Signature

Fred Fehlau

Date

06/05/2024

Fred Fehlau

PO Box 303, Truro, MA 02666-0303 /

/ www.fredfehlau.com

As an administrator and professor with over 30 years of experience in higher education, institutional policy and governance, and art and design practices, I am committed to serving students and faculty by creating an environment in which creative, ethical, and critically relevant professional art and design practices can develop and thrive, to exploring how visually literate and responsible individuals can deploy their talents across a diverse range of social and cultural activities, and to ensuring that the institution demands of itself what it asks of its students — a life-long commitment to learning at all levels.

Positions — ArtCenter College of Design, Pasadena, CA

Provost, Chief Academic Officer (2010 – 2017, Retired)

Dean of Academic Affairs (2007 – 2011)

Accreditation Liaison Officer (2004 – 2017)

Chair, Foundation Studies Department (2001 – 2007)

Chair, Senior Education Committee (2002 – 2003)

Interim Chair, Graphic Design Department (2001)

Professor, graduate, and undergraduate programs: Fine Art, Integrated Studies, Illustration, Graphic Design, Photography, Film, Humanities & Sciences, and Graduate Media Design Program (1986 – 2017)

Professor Emeritus (2017 – present)

Summary of Qualifications

- Experience with the Board of Trustees as staff to the Academic Affairs Committee
- Able to lead dynamic “futures” brainstorming and strategic planning with a full college constituency
- Experience in Corporate/Individual Donor/Foundation strategies and relationships
- Full knowledge of academic and pedagogical structures. Able to work with multiple stakeholders in long-term administrative relationships.
- Student and faculty-focused experience and commitment. Can act empathetically, fairly, and firmly.
- Well-developed organizational and project management skills
- Excellent written and oral communication skills
- Able to analyze and visualize financial, statistical, and enrollment data for institutional research purposes and utilize this data for decision-making, strategic planning, and tactical implementation

Responsibilities as Provost

- President’s Executive Cabinet member
- Staff for the Board of Trustees Academic Affairs Committee
- \$37M+ Education budget, including 45 unique departments
- Fourteen undergraduate and seven graduate departments
- Public Programs, including ArtCenter at Night, Saturday High, ArtCenter Kids, and ArtCenter Teacher’s Institute
- Office of Student Affairs, including The Center for the Student Experience, Student Life, Enrollment Services, International Student Support, Health & Wellness, and Student Counseling
- Office of Industry & Alumni Relations, including Career and Professional Development, Educational Partners, and International Exchange & Study Away
- Office of Faculty Affairs, including Faculty Development, the Office of Teaching & Learning, and the Library
- Office of Academic Affairs, including The Center for Educational Effectiveness and Institutional Research
- Design Matters
- Student Gallery and Exhibitions
- Accreditation reporting and communications; WSCUC and NASAD Accreditation Liaison Officer (ALO)

Major Accomplishments as Provost and Dean of Academic Affairs

- Completion of the second Strategic Plan in partnership with the president and community — Create Change 2.0 (2017)
- Completion of a new Institutional Mission Statement and Strategic Plan — Create Change — in partnership with the president and community; annual revisions to the Strategic Plan and new annual goals for all departments (2011 – 2016)
- Successful completion of the WSCUC and NASAD Accreditation Self Studies and Visits; NASAD Renewal of Accreditation to 2018; WSCUC Renewal of Accreditation to 2017 with 2012 Special Visit (ongoing)
- Three new Graduate departments: Transportation Design, Environmental Design (2012); Graphic Design (2016)
- One new Undergraduate department: Interaction Design (2012)
- Dual Degree with the Drucker School of Management and ACCD Graduate Industrial Design (MBA/MS) established and launched (transfer students Fall 2013, new cohort Fall 2014)
- New Social Innovation Field Track in Graduate Media Design launched (2011)
- Art Matters Concentration launched — partnership with Design Matters (2013)
- New Office of Academic Advising launched with the hire of a new Director of Academic Advising (2014)
- The new Office of Faculty Development launched with the hire of a new Director of Faculty Development (2013)
- Revised Transdisciplinary Course structure implemented (2013)
- Office of Career and Professional Development was reorganized with the hire of a new director and the addition of professional career counselors (2012)
- A new Center for Educational Effectiveness was established, combining the Offices of Academic Affairs, Institutional Research, and Academic Advising — charged with overseeing Student Learning Assessment and Program Review (2012)
- New Student Counseling & Wellness Services Center launched with the hire of a new director (2011)
- The New Office of International Exchange (study abroad) launched with the hire of a new director (2011)
- The New Office of Institutional Research launched with the hire of a new director (2010)
- Test-Lab Berlin launched — ACCD studio in Berlin, Germany (2010)
- The Office of the Provost was reestablished, and the Office of Academic Affairs was reorganized (2010)
- New Office of Educational Partnerships launched with the hire of a new director and staff, overseeing Industry Partners, Sponsored Projects, Design Storms, Sponsored Research, and Executive Education (2009)
- Grievance Policy written and approved with Policy Committee and Faculty Council (2009)
- Draft Institutional Learning Outcomes (ILOs) with faculty, student, and staff task forces (2008)
- Reassessment and remediation of full- and part-time faculty salaries and merit increase process (2009, updated 2015)
- Full and part-time faculty hiring process and full-time contracts revised and implemented (2008, updated 2015)

Regional and Professional Accreditation

- Institutional Accreditation Liaison Officer for the WASC Senior College and University Commission (WSCUC)
- Institutional Accreditation Liaison Officer for the National Association of Schools of Art and Design (NASAD)
- Prior Chair of the NASAD Commission; past member of the NASAD Board of Directors; speaker at various annual pre-conference sessions for new and aspiring administrators
- Visiting Team Member and Chair, WSCUC; speaker at various annual meetings

Institutional Awards

Seven Annual Great Teacher Awards: Fine Art; Foundation Studies; Photography; and Graphic Design (1995 – 2001)

Education

BFA in Fine Art, ArtCenter College of Design, 1979, with Distinction
MFA in Fine Art (Painting), ArtCenter College of Design, 1988, with Honors
Harvard Graduate School of Education, Certificate of Completion

Application to Serve on a Board or Committee

Consent Agenda Item: 8D9

Applicant Information

Last Name

smulian

First Name

deborah

Middle Initial

Email Address

Phone Number

Address (Street)

19 stephens way

Address (City)

truro

Address (State)

MA

Address (Zip Code)

0266

Mailing Address (Please indicate box number and zip code)

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☐ Yes ☒ No

Are you registered to vote in Truro?

☐ Yes ☒ No

RECD 10/24/2014 4:03:58
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

coa

Briefly Describe Why You Wish to Serve on This Board or Committee:

applying as an alternate my prior position

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

none for now

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or commitee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

COD

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Prior alternate to COA board

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

No change from prior request to serve in 2023

Signature

Deborah Smulian

Date

06/04/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D10

Applicant Information

Last Name

Holt

First Name

Michael

Middle Initial

Email Address

Phone Number

Address (Street)

3 Daisy Lane

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

Box 1087, 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

TRURO 2024-2025 TOWN GOV
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Concert Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

We have recently lost three members, so I'd like to stay at least until we get some new folks.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I've served on this committee for a few years.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

I'm a musician and have organized many concerts, series, and festivals.

Signature

(I uploaded this instead of a resume)

Date

06/04/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D11

Applicant Information

Last Name

Maurer

First Name

Charlo

Middle Initial

Email Address

Phone Number

Address (Street)

14 Ryder Beach Rd

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02472

Mailing Address (Please indicate box number and zip code)

PO Box 1044

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☐ Yes ☒ No

Are you registered to vote in Truro?

☐ Yes ☒ No

RCVD 2/22/24 PM 2:59
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Summer Concert Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

I am a musician and I have been on the committee for a year already. I would like to continue. I like pitching in to help to continue to bring free concerts to the town.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☐ Yes ☒ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Financial Advisor
Member of Investment Committee of an Independent School
Member of Honk Festival Organizing Committee
Band member

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Charlo Maurer

Date

06/04/2024

Applicant Information

Last Name

white

First Name

Robert

Middle Initial

m

Email Address

Phone Number

Address (Street)

12 Bayberry Lane

Address (City)

Truro

Address (State)

Ma

Address (Zip Code)

02666-0965

Mailing Address (Please indicate box number and zip code)

P.O. Box 965 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

ROUT 2024JUN 24 11

ADMINISTRATIVE OFFICE

TD 11 2024

Board/ Committee Information

What Board/ Committee Are You Applying For?

Conservation Commission

Briefly Describe Why You Wish to Serve on This Board or Committee:

I have been a member since 2019 and wish to continue to serve

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or commitee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I have been on this commission for 5 years

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Robert M. White

Date

06/04/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D13

Applicant Information

Last Name	<input type="text" value="Brown-Bonse"/>
First Name	<input type="text" value="Bonnie"/>
Middle Initial	<input type="text"/>
Email Address	<input type="text"/>
Phone Number	<input type="text"/>
Address (Street)	<input type="text" value="3 Knowles Heights Rd"/>
Address (City)	<input type="text" value="North Truro"/>
Address (State)	<input type="text" value="MA"/>
Address (Zip Code)	<input type="text" value="02652"/>
Mailing Address (Please indicate box number and zip code)	<input type="text" value="PO Box 386 02652"/>

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

ROD BORDERS ALLIES
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Briefly Describe Why You Wish to Serve on This Board or Committee:

Have you attended a meeting of the committee listed above?

☐ Yes ☒ No

Have you read the charge of the committee?

☐ Yes ☒ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☐ Yes ☒ No

Have you read the Select Board's current Goals and Objectives?

☐ Yes ☒ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Member At Large of the CPC. Previously, member o Concert Committee

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Bonnie Brown-Bonse

Date

06/05/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D14

Applicant Information

Last Name

Taggart

First Name

Ann

Middle Initial

E.

Email Address

Phone Number

Address (Street)

1 Captain Williams Way

Address (City)

Truro

Address (State)

Massachusetts

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

P.O. Box 602 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RECD 2024MAY30 2w1102

ADMINISTRATIVE OFFICE

TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Cultural Council

Briefly Describe Why You Wish to Serve on This Board or Committee:

I have served on the board previously, and enjoy being able to support the arts and serve my community

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

i have served on the Cultural Council for the last 3 years.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

I was the director of the Northboro Food Pantry for 6 years, and previously worked as a licensed mental health counselor (I have an MS in Counseling Psych.). I have been a volunteer with DCF for 13 years and HelpOurKids for 10 years

Signature

Ann E. Taggart

Date

05/30/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D15

Applicant Information

Last Name	Williamson
First Name	Lynn
Middle Initial	T
Email Address	
Phone Number	
Address (Street)	12 Priest Road
Address (City)	North Truro
Address (State)	Massachusetts
Address (Zip Code)	02652
Mailing Address (Please indicate box number and zip code)	P O 380

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RECD 2024 MAY 17 AM 0558
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For? Cultural Council

Briefly Describe Why You Wish to Serve on This Board or Committee:

Provide support for people, projects and functions that make this such a wonderful place to live.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Current member of Cultural Council.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Lynn Williamson

Date

05/22/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D16

Applicant Information

Last Name

King

First Name

Hannah

Middle Initial

Email Address

Phone Number

Address (Street)

270 ROUTE 6

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box 189

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RCVD 7/24/24 04:11

ADMINISTRATIVE OFFICE

TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Disabilities Commission

Briefly Describe Why You Wish to Serve on This Board or Committee:

I have served on this board for year and wish to continue making Truro accessible for people with visible and invisible disabilities.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or commitee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Special Education Teacher at Truro Central School
Co-chair of the Truro Disabilities Commission since 2022

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Hannah King

Date

06/04/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D17

Applicant Information

Last Name	Boyle
First Name	Brian
Middle Initial	E
Email Address	
Phone Number	
Address (Street)	11 Toms Hill Path
Address (City)	Truro
Address (State)	Massachusetts
Address (Zip Code)	02666
Mailing Address (Please indicate box number and zip code)	PO Box 786

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

Board/ Committee Information

What Board/ Committee Are You Applying For? Energy Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

Wish to continue my service on this Committee, which I have been doing for over 10 years.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or commitee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Have served on numerous Truro committees in the past two decades, all of which as chair at some time or another, including Energy, Charter Review, Cultural Council, and Town Manager Search.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Experienced manager and team builder in the technology sector.

Signature

Brian E Boyle

Date

06/04/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D18

Applicant Information

Last Name

Irwin

First Name

Harry

Middle Initial

Email Address

Phone Number

Address (Street)

12 Hatch Road

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box 963 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☐ Yes ☒ No

Are you registered to vote in Truro?

☐ Yes ☒ No

RECEIVED 2024 MAY 20 10:40:22

ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Energy Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

I'm concerned about renewable energy and energy efficiency in houses and vehicles

Have you attended a meeting of the committee listed above?

☐ Yes ☐ No

Have you read the charge of the committee?

☐ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☐ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☐ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I service one year on the energy committee

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

I sent my career building houses

Signature

Harry Irwin

Date

05/17/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D19

Applicant Information

Last Name

Kiefer

First Name

Matthew

Middle Initial

J

Email Address

Phone Number

Address (Street)

7 Cerina Road

Address (City)

Jamaica Plain

Address (State)

MA

Address (Zip Code)

02130

Mailing Address (Please indicate box number and zip code)

PO Box 1058, North Truro 02652

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☐ Yes ☒ No

Are you registered to vote in Truro?

☐ Yes ☒ No

RECD 2021-04-23 10:04
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Historical Commission

Briefly Describe Why You Wish to Serve on This Board or Committee:

I'm a land use attorney in Boston and have been involved in historic preservation for many years in Boston and Truro. I sat on the Boston Landmarks Commission and on Boston's Community Preservation Committee and am on the Board of Advisors of Historic Boston Incorporated. My wife and I have restored a historic barn and painting studio in North Truro and a Modernist cottage in the National Seashore. I have been a member of the Truro Historical Commission for many years and am the current Chair. I have a longstanding interest in the role Truro's built heritage plays in its character and vitality.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

None

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

None

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

See above

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

See above

Signature

Matthew J. Kiefer

Date

05/23/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D20

Applicant Information

Last Name

Summers

First Name

Jim

Middle Initial

Email Address

Phone Number

Address (Street)

49 Castle Road - 717

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

P.O. Box 717

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RCUG 2024JTB-12105
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Historic commission

Briefly Describe Why You Wish to Serve on This Board or Committee:

I am currently on the Board and serving as Clerk. I would like to extend my tenure. Thank you

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☒ Yes ☐ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or commitee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I am currently the Co-Chair of Truro's CPC and on the Board of the Truro Historical Society. Also am a Board member of the Truro Meetinghouse. Prior to retirement I was a practicing architect.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

See above

Signature

Jim Summers

Date

06/04/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D21

Applicant Information

Last Name

Wheeler

First Name

Patricia

Middle Initial

A

Email Address

Phone Number

Address (Street)

22 Quail Ridge Road

Address (City)

Truro

Address (State)

Massachusetts

Address (Zip Code)

02652

Mailing Address (Please indicate box number and zip code)

PO Box289 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RCV 2024/05 04:13
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Human Services

Briefly Describe Why You Wish to Serve on This Board or Committee:

I have served on this board effectively for many years.
The work of this board is to research and to provide grants to organizations which provide essential services not available to our population.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Human Services, Concert Committee, Friends of the Library, Friends of the COA,

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Patricia A Wheeler

Date

06/05/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D22

Applicant Information

Last Name

Higgins

First Name

Kathleen

Middle Initial

Email Address

Phone Number

Address (Street)

12 Professional Heights Road, PO Box 1007

Address (City)

North Truro

Address (State)

Massachusetts

Address (Zip Code)

02652

Mailing Address (Please indicate box number and zip code)

PO Box 1007

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☐ Yes ☒ No

Are you registered to vote in Truro?

☐ Yes ☒ No

SEAL OF THE TOWN OF TRURO
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Part Time Resident Advisory Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

I was appointed in early March. We have not met as a group yet, since I am told that our committee is not fully staffed (there is apparently one, 1-year position, still open. It is my understanding that we may get one meeting under way before my term expires so I'd like to continue for a year to see if I can actually have an impact.

Have you attended a meeting of the committee listed above?

☐ Yes ☒ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☒ Yes ☐ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

None

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

yes, perhaps, but I am not a full-time resident

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Financial Professional
Controller
Bookkeeper
Project Manager (Real Estate)
Paralegal (Real Estate and Contracts)

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature Kathleen Higgins

Date 05/17/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D23

Applicant Information

Last Name

Peets

First Name

Lisa

Middle Initial

M

Email Address

Phone Number

Address (Street)

12a Eton Avenue

Address (City)

London

Address (State)

England

Address (Zip Code)

NW3 3EH

Mailing Address (Please indicate box number and zip code)

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☐ Yes ☒ No

Are you registered to vote in Truro?

☐ Yes ☒ No

RCUD 2024/05/04/20
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Part time residents

Briefly Describe Why You Wish to Serve on This Board or Committee:

Please see my prior recent submission

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☐ Yes ☒ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Please see my prior recent submission

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Please see my prior recent submission

Signature

Lisa Peets

Date

06/05/2024

Application to Serve on a Board or Committee

Applicant Information

Last Name

Peets

First Name

Lisa

Middle Initial

M

Email Address

Phone Number

Address (Street)

16 Morris Avenue

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

12A Eton Avenue, London, NW33EH

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☐ Yes

☒ No

Are you registered to vote in Truro?

☐ Yes

☒ No

Board/ Committee Information

What Board/ Committee Are You Applying For?

Part-Time Residents Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

I've been coming to the Outer Cape since I was a small child; we've owned a home in Truro for the past six years, where we plan to retire; and my three children consider Truro their second home. I care deeply about the Truro community and would welcome the opportunity to serve it. As a woman of color, I am also a strong proponent of diversity and inclusion, and think that is important in committee work.

Have you attended a meeting of the committee listed above?

☐ Yes

☒ No

Have you read the charge of the committee?

☒ Yes

☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☐ Yes

☒ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes

☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes

☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I have significant experience working with others in consensus-based and collaborative committees. For example, I currently serve on Covington & Burling's global Management Committee, which oversees the operations of the firm; I am one of eight members and the only member based outside of the United States. I also co-chair a practice group at the firm, and in that capacity work with colleagues and clients of all ages, backgrounds and experiences.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

I've been a practicing lawyer for over 30 years

Signature

Lisa Peets

Date

03/08/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D24

Applicant Information

Last Name	McGee
First Name	Christine
Middle Initial	E
Email Address	
Phone Number	
Address (Street)	4 Highview Lane
Address (City)	Truro
Address (State)	MA
Address (Zip Code)	02666
Mailing Address (Please indicate box number and zip code)	Po 400 02652

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

RECD 2024 MAY 20 10:24:42
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Briefly Describe Why You Wish to Serve on This Board or Committee:

I have enjoyed being part of this committee and wish to continue the work we are doing. It's a very collaborative and engaged group that works well alongside the Rec dept.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☒ Yes ☐ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I currently am one of the 3 parents that serve on the TCS school council and I am actively involved in the TCS Wellness committee.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

My husband and I own 2 retail shops in Provincetown that requires us to hire and train a staff of 10 each season. This has given me the experience to work with many different personalities which I think serves well for committee work.

Signature

Christine McGee

Date

05/28/2024

Application to Serve on a Board or Committee

Consent Agenda Item: 8D25

Applicant Information

Last Name

Barbara

First Name

Wood

Middle Initial

B

Email Address

Phone Number

Address (Street)

6 Corn Hill Landing

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box 2005

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

FOUO 2024/04/05 09:00:20
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

Tax Assistance - Elderly & Disabled Fund

Briefly Describe Why You Wish to Serve on This Board or Committee:

I have been on this board, I think, for 11 years.

Have you attended a meeting of the committee listed above?

☒ Yes ☐ No

Have you read the charge of the committee?

☒ Yes ☐ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

☒ Yes ☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes ☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes ☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or commitee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

no

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Working on the TAC committee, served as library trustee, served on the board of the Community Development Partnership for 7 years, volunteered since 2019 for the Provincetown Soup Kitchen.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

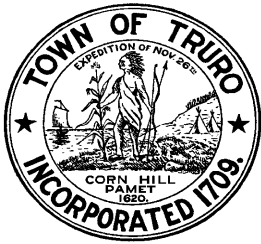
Retired from management positions at IBM and eight years as a consultant for a Boston firm.

Signature

Barbara B Wood

Date

06/05/2024



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: June 11, 2024

ITEM: Review and Approval of Hawker Peddler License for Beach Food Vendor Concession at Truro beaches, Corn Hill Beach, and/or Head of the Meadow.

EXPLANATION: A Solicitation for Quotations was posted in March 2024 for a Beach Food Vendor Concessions for Corn Hill Beach, and/or Head of the Meadow. The Town of Truro received one Solicitation, from Taco Town LLC, dba Joey’s Food Truck for Head of the Meadow Beach.

A Hawker Peddler license is under the authority of the Select Board as the Local Licensing Authority. If you approve this license, it will be issued only upon compliance with all regulations, documentation, receipt of the necessary documents, permits, fees, insurance, proof of taxes paid in full for the fiscal year, and issuance of Health license.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 101 § 13	Hawker Peddler Mobile Food Truck	Taco Town LLC dba Joey’s Food Truck (Mobile Truck) Head of the Meadow Beach

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: If not approved, this business will not have the required permits to operate.

SUGGESTED ACTION:

Motion to approve Taco Town LLC dba Joey’s Food Truck -Hawker Peddler’s License, upon compliance with all regulations, documentation, receipt of the necessary documents, permits, fees, insurance, proof of taxes paid

in full for the fiscal year, and issuance of Health license.

ATTACHMENTS:

1. Mobile Food Service Application: Taco Town LLC/Joey's Food Truck



**TOWN OF TRURO
BOARD OF HEALTH**

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004 x131 Fax: 508-349-5508

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

APPLICATION FOR MOBILE FOOD SERVICE PERMIT

☐ New ☒ Renewal

Section 1 – Type of Mobile Food Service

- ☒ Mobile Food Truck (potentially hazardous foods)
☐ Ice Cream Truck
☐ Pushcart (limited to non-potentially hazardous foods)

Section 2 – Business/Owner/Manager Information

Business Name: TACO TOWN LLC

Owner Name: JOSEPH RUGO Email Address: [REDACTED]

Mailing Address: 4885 US 6 EASTHAM MA 02642

Phone No. [REDACTED] 24 Hour Emergency: _____

Certified Food Manager(s) (attach copy):

JOSEPH RUGO

Allergen Awareness Certification (attach copy):

JOSEPH RUGO

List fixed or stationary location(s) where food will be sold:

Head of the Meadow Beach

Has your menu changed from last year? ☐ Yes ☒ No

If yes please attach copy of menu or provide description of food to be prepared and sold:

Section 3 – Base of Operations

(All Mobile Food Vendors must operate out of a fixed Licensed Establishment)

Name: Bistro 41

Telephone: [REDACTED]

Address: 4100 US 6 EASTHAM

Owner/Manager: RYAN PREMDAS

Type of Establishment: _____

Section 4 – Waste

WATER SYSTEM/WASTE RETENTION:

☐ Site has potable water hookup

☐ Potable water supply tank on unit. Capacity 10 gal.

Capacity of waste retention tank 25 gal (should be greater than supply)

How and where will the liquid waste water be disposed of?

Commercial Kitchen

Section 5 - Attestation

I, the undersigned, attest to the accuracy of the information provided in this application and further agree to allow the regulatory authority access to the mobile vending truck or pushcart as specified under § 8-402.11. I affirm that the mobile food service operation will comply with 105 CMR 590.000, Truro Board of Health Regulation Section X, Food Service Regulations and all other applicable laws. Pursuant to MGL Ch. 62C § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid state and local taxes required by law.

Signature of Applicant: _____

Date: _____

6/5/2024

Application Checklist:

☐ Smoke detector/fire protection certification.

☐ Copy of inspection of commercial hood/ventilation system report (if applicable)

☐ IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance

☐ IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

☐ Copy of valid food service permit for base of operations (if located outside Truro)

☐ Copy of most recent food service inspection report for base of operations (if located outside of Truro)

☐ Copy of the commissary agreement (base of operations).

☐ ICE CREAM TRUCKS ONLY: complete CORI form and permit to engage in ice cream vending mgl 270 §25

☐ Copy of state Hawker Peddler License



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

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: TACO TOWN LLC
OWNER/MANAGER: JOSEPH RUGO
ADDRESS: 4885 US 6 EASTHAM MA 02642
PHONE #: [REDACTED] NUMBER OF UNITS: 1
CONTACT PERSON: JOSEPH RUGO
ADDRESS: 4885 US 6 EASTHAM MA 02642
TESTING COMPANY: RALPH J. PERRY INC
TESTING ELECTRICIAN/TECHNICIAN: MIKE / DAN
COMPANY PHONE #: [REDACTED] HOME PHONE #: [REDACTED]
LICENSE #: [REDACTED]

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

COMMENTS: _____

DATE OF CERTIFICATION: _____ BY: _____
Signature of Licensed Electrician

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



Commonwealth of Massachusetts
Division of Standards
1000 Washington Street, Suite 510
Boston, MA 02118
617-727-3480

FEE \$62.00

FOR INTERNAL USE ONLY:

LICENSE #: _____

ISSUE DATE: _____

ISSUED BY: _____

HAWKER/ PEDDLER APPLICATION

This application must be completed as directed, duly signed, and returned to the Division of Standards with the fee of \$62.00 if applying as a Hawker/Peddler and supporting documents, before a license will be issued. The forms of payment accepted are personal, business or bank checks, and money order. Make check or money order payable to: **Commonwealth of Massachusetts**. All licenses issued are subject to local rules and regulations. See G.L. c. 101.

NOTE: You may also register online to pay with a credit/debit card or electronic check at www.mass.gov/standards

Checklist:

☐ Signed certificate of character by Chief of Police

Type of Goods Sold: TACOS, BURRITOS, QUESADILLAS, HOT DOGS

First Name: JOSEPH Last Name: RUGO Middle Initial: F

Date of Birth: 6/22/88 SSN#/Fed. Tax ID#: 82-5402024

Address: 4885 STATE HWY 6

City/Town: EASTHAM State: MA Zip Code: 02642

Phone#: 774 573 6529 Email Address: JOEYRUGO@GMAIL.COM

Do you use a motor vehicle? YES ☒ NO ☐ If YES, what is your registration number, year, make, and model?

Have you had a license to peddle within the last five (5) years?

YES ☐ NO ☒

If YES, what was the license number? _____

Have you been convicted of a misdemeanor or a felony during the past 12 months in any U.S. or foreign jurisdiction? If so, give details below.

NO

Have there been any formal complaints against you where disciplinary action was taken by the Division of Standards or any court judgment was issued against you? If so, give details below.

No

Has any local, state or federal agency taken any disciplinary action against any license you have? If so, give details below.


No

Have you ever applied for and been denied a professional license by any local, state or federal agency? If so, please give details below.

No

Pursuant to G.L. c. 62C, § 49A, I certify under pains and penalties of perjury that I have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, that I have complied with all local permit and license requirements, and that all statements contained in this application, to the best of my knowledge and belief, are true.

Signature of Applicant:



Date:

6/5/2024

Certificate of Character. Must be signed by Chief of Police of the city or town in which applicant resides.

I, the undersigned, _____ of the City/Town of _____, hereby certify to the best of my knowledge and belief that _____, named applicant, is of good repute for morals and integrity.

Signed: _____, Chief of Police Date: _____



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017

www.mass.gov/dia

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

Applicant Information

Please Print Legibly

Business/Organization Name: TALO TOWN LLC

Address: 4885 US 6 EASTHAM MA 02642

City/State/Zip: EASTHAM/MA/02642 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: BIARWOOD INSURANCE

Insurer's Address: 85-15 MAIN STREET

City/State/Zip: Queens / NY / 11435

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

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

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

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

Signature: [Signature] Date: 6/5/24

Phone #: [REDACTED]

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____

March 12, 2024, Meeting (Hybrid)

Via Zoom Platform

Select Board Members Present: Kristen Reed-Chair, Susan Areson-Vice Chair, John Dundas-Clerk, Stephanie Rein-Member, Robert Weinstein-Member

Select Board Members Absent:

Others Present: Darrin Tangeman-Town Manager; Kelly Clark-Assistant Town Manager; Damion Clements-Community Services Director; Jarrod Cabral-DPW Director; Alex Lessin-Finance Director; Health & Conservation Agent Emily Beebe; Bob Higgins-Steele (Truro Voter); Wendy Lurie (Applicant to Serve-didn't appear); Christine Markowski (Applicant to Serve); Finance Committee Chair Bob Panessiti; Planning Board Chair Rich Roberts; Dennis O'Brien (Truro Voter and Lead Petitioner of a Citizen-Petitioned Article)

Chair Reed called the meeting to order at 4:15 pm and read the information for the public to access the meeting by telephone and participate. Chair Reed introduced the Members and Town staff present.

PUBLIC COMMENT

Prior to recognizing any individual for public comment, Chair Reed read aloud the ground rules regarding public comment.

Chair Reed asked if any member of the public wished to comment and Chair Reed recognized the following individuals: Member Rein and Mr. Higgins-Steele.

PUBLIC HEARINGS

None

INTRODUCTION TO NEW EMPLOYEES

None

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

A. Interview and Possible Appointment of Wendy Lurie to the Conservation Commission

Chair Reed announced Ms. Lurie's name for the interview and there was no reply. Chair Reed stated that she would announce Ms. Lurie's name after the interview with Ms. Markowski.

B. Interview and Possible Appointment of Christine Markowski to the Beach Advisory Committee

Chair Reed and the Members asked Ms. Markowski the Select Board's standardized question format. Chair Reed asked follow up questions once the standardized questions were answered. Members stated their concerns and reluctance to support Ms. Markowski's appointment to the Beach Advisory Committee based upon her previous history of working with others. A suggestion was made for the Members to truncate Ms. Markowski's appointment, with the possibility of reappointment through the unexpired term by Consent Agenda. Members noted that Ms. Markowski deserved the opportunity and were now unanimously supportive of Ms. Markowski's appointment.

Vice Chair Areson made a motion to appoint Chirstine Markowski to the Beach Advisory Committee for an unexpired term ending August 31, 2024 with a potential reappointment for the rest of the unexpired term ending June 30, 2025 through Consent Agenda.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson – Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

Note: Following this vote, Chair Reed announced Ms. Lurie's name for the second time and there was no reply. Assistant Town Manager Clark noted that Town staff had heard from a member of the community that Ms. Lurie was no longer interested in the opportunity. Assistant Town Manager Clark stated that Town staff would contact Ms. Lurie to determine if she was still interested in the appointment and then provide an update to the Members. There were no objections.

STAFF/COMMITTEE UPDATES

None

SELECT BOARD ACTION

A. FY2025 Budget Presentation and Overview of Anticipated Warrant Articles

Presenter: Alex Lessin, Finance Director, and Kelly Clark, Assistant Town Manager

Chair Reed recognized Finance Director Lessin who provided an overview of the FY2025 Budget Presentation as well as summarized next steps.

Chair Reed, Finance Director Lessin, Town Manager Tangeman, and Members also discussed the following highlighted topics: the cost associated with the requested additional Town staff positions, free cash, revenue sources, local revenue (aka local receipts), state and county charges, state aid, and the public safety budget that reflects professional fire and rescue personnel.

Finance Committee Chair Panessiti commented on the FY2025 Budget and the dynamic shift in Truro's demographics as well as the challenges associated with the recruitment of talent to Truro and the lack of available housing for those families.

Assistant Town Manager Clark reviewed the current list of articles with specific attention on the financial articles. Assistant Town Manager Clark noted that the budget articles information is the same that she had recently presented to the Finance Committee.

After Assistant Town Manager Clark had completed the review of articles included in Batch 2 (Agenda Item: 7A1), Chair Reed then recognized Mr. O'Brien who spoke as the lead petitioner of a citizen-petitioned article.

Assistant Town Manager Clark then continued reviewing the remaining articles in Batch 3 and encouraged the Members to consider consolidating articles.

B. Referral of Zoning Bylaw Amendment Articles

Presenter: Darrin Tangeman, Town Manager

Chair Reed recognized Town Manager Darrin Tangeman and Planning Board Chair Roberts who presented the seven Zoning Bylaws for consideration at the Town Meeting.

Vice Chair Areson made a motion to refer the proposed Bylaw amendments and the Special Town Meeting articles to the Planning Board for public hearings pursuant to M.G.L. c.40A, §5.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson – Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

C. Discussion and Possible Vote on Code of Conduct Policy/Policy 54: Standards of Professional Conduct

Presenter: Susan Areson, Vice Chair

Vice Chair Areson provided background information on this topic and reviewed the document included in the Members' packet. Vice Chair Areson noted that KP Law had reviewed the document and had made several changes. Vice Chair Areson suggested that no vote take place this evening and that a work session be scheduled to consider the proposed Policy 54 and Policy 31 changes and edits prior to a Select Board vote.

Members discussed the following highlighted topics: conduct related to the Town Manager, conduct related to public speaking, speaking at a public meeting, and the consensus to schedule a work session on Policy 54 and Policy 31. The work session date will be decided once the Town Counsel has reviewed Policy 31 and provided feedback to the Select Board.

D. Discussion and Possible Vote on Communications Policy/Policy 31: Written Complaints and Communications

Presenter: Susan Areson, Vice Chair

Chair Reed announced that there will be no vote tonight on Policy 31 for the reasons as previously cited above in Select Board Action C.

E. Discussion and Possible Vote to Revise Policy 28: Curb Cut Policy and Approval of Application Fee
Presenter: Jarrod Cabral, DPW Director

DPW Director Cabral provided background information on this topic.

The Members, DPW Director Cabral, and Town Manager Tangeman discussed the following highlighted topics: the actual cost of staff time per curb cut application, the consideration of two different fee structures (one for existing homes and a separate fee structure for a new home, and the delay of a decision on a new application fee until more information is available.

Chair Reed made a motion to approve Policy #28 as amended with all of the policy changes minus the application fee and electronically sign and have a follow-up discussion on the fee at the next meeting. Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Areson – Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

F. Approval of Use of Automatic Tabulator for Annual Town Election 2025
Presenter: Darrin Tangeman, Town Manager

Chair Reed stated that the hand crank ballot box did not perform adequately and so there is a need for an automatic tabulator. Chair Reed noted that it was necessary for the voters to have trust in the election process. Members unanimously agreed that the hand crank ballot box was a wonderful traditional component of Truro's voting history but it was time to record votes with the automatic tabulator. Members also agreed that the hand crank ballot box should have a symbolic presence for future elections in Truro as it may be an opportunity to educate the youth of Truro of its historical significance over the years.

Chair Reed made a motion to approve the purchase of one ImageCast Precinct Optical Scan Tabulator. Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Areson – Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

Chair Reed made a motion to begin using the ImageCast Precinct Optical Scan Tabulator at the 2025 Annual Town Election on May 13, 2025 and thereafter, at all primaries, preliminary elections and elections held in the Town of Truro, until otherwise ordered by vote of the Town of Truro Select Board; and to discontinue the use of the current hand crank ballot box voting system effective May 12, 2025; and finding a way to honor it somewhere in the Town for its contribution and commitment to the voting process in Truro.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson – Aye
Member Dundas – Aye
Member Weinstein - Aye
Member Rein - Aye
Chair Reed – Aye

Chair Reed made a motion to direct staff to prepare a free cash transfer article for the 2024 Annual Town Meeting to purchase the tabulator and for FY2025 associated costs.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson – Aye
Member Dundas – Aye
Member Weinstein - Aye
Member Rein - Aye
Chair Reed – Aye

Note: After the last vote, Assistant Town Manager Clark requested a reserve fund transfer so the request will go to the Finance Committee and the tabulator may be purchased this year to give time for staff to be trained prior to the election when the tabulator is implemented. There were no objections.

CONSENT AGENDA

A. Review/Approve and Authorize Signature:

1. Amendment to Policy Memorandum #48-Construction/Staging Permit for Use of Town-Owned Property and/or Beach Access
2. Kofile Contract

B. Review and Approve Appointment Renewals: None

C. Review and Approve 2024 Seasonal Business Licenses: Captain's Choice (Seasonal Entertainment and Common Victualer)

D. Review and Approve Select Board Meeting Minutes: Select Board Regular Meeting of 12.12.2023; Budget Task Force 1.16.2024; Budget Task Force 1.23.2024; Budget Task Force 1.30.2024; Budget Task Force 2.6.2024; Budget Task Force 2.13.2024

Chair Reed stated that Vice Chair Areson had made several minor edits to the minutes which were provided to the Town staff and none of the edits were substantive. Member Rein stated that she was not present at the Budget Task Force meetings on 1.30.2024 and 2.13.2024 so she would recuse herself from the vote for those minutes.

Chair Reed made a motion to approve the Consent Agenda as printed with the Vice Chair Areson's editorial corrections and Member Rein's recusal.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson – Aye
Member Dundas – Aye
Member Weinstein - Aye
Member Rein - Aye
Chair Reed – Aye

SELECT BOARD REPORTS/COMMENTS

Member Rein announced the Community Pasta Dinner on Friday, March 22, 2024, at the Truro Central School from 5pm – 7pm.

Member Weinstein requested that a formal invitation be sent to the new superintendent of the Cape Cod National Seashore requesting her presence to attend an upcoming Select Board meeting in April so she may answer questions from the Select Board.

Member Dundas reported that last Thursday, the Climate Action Committee hosted an Outer Cape Water Resource presentation at the Truro Library. The event was well attended and Member Dundas thanked the Truro and Provincetown staff who attended. Member Dundas also lauded the Town staff for their hard work. The Bike and Walkway Committee is holding an upcoming forum at Provincetown Town Hall which he will attend. The forum is to discuss an alternate bike path into Truro. Member Dundas congratulated the Nauset High girls' hockey team which made it to the Elite 8 and the Nauset High boys' team made it to the finals for Division III and will play at Boston Garden this Sunday.

Chair Reed announced that she and Member Weinstein were not present at the Budget Task Force meeting, on January 23, 2024, and made a motion to amend the Consent Agenda to reflect that correction.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Areson – Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

Vice Chair Areson announced that the Cape Cod National Seashore Advisory Committee has scheduled a meeting on April 8, 2024, at 1 pm, at the Salt Pond Visitor's Center. All are welcome. The Community Preservation Committee will attend the Select Board's meeting on March 26, 2024 to answer any questions about any projects which they support. The Open Space Committee will have a vacancy at the end of the month due to a resignation. The Open Space Committee still needs to complete the Open Space and Recreation Plan which will then be presented to the Select Board for approval and prior to submission to the Commonwealth of Massachusetts.

Chair Reed asked Town Manager Tangeman to provide information regarding an email that he had received in the matter of Member Weinstein not being selected by the Cape Cod National Seashore Advisory Committee to serve as a Truro representative to the committee. Town Manager Tangeman then asked Member Weinstein to provide information and Member Weinstein provided background information on two citations which he had received from a park ranger. A federal judge dismissed these citations. Chair Reed then instructed Vice Chair Areson to let the Cape Cod National Seashore Advisory Committee know that Member Weinstein should have an opportunity to appeal the decision not to appoint him to the committee before the Select Board appoints another member to the committee.

Member Weinstein also noted that he had not received any correspondence from the Department of the Interior.

TOWN MANAGER REPORT

Town Manager Tangeman wished Assistant Town Manager Clark happy birthday wishes. Town Manager Tangeman stated that he had met with Cape Cod National Seashore Superintendent Jennifer Flynn and Superintendent Flynn will attend the Select Board meeting on March 26, 2024. Superintendent Flynn requested that the Members send questions or comments to Town Manager Tangeman who will send them to her so she can be prepared for the meeting.

Town Manager Tangeman said that the Town staff is doing its best in responding to Public Records Requests (PRRs). Town Manager Tangeman cited the constituent who had commented earlier this evening during tonight's public comment about his requested PRR and then Town Manager Tangeman read aloud the actual request from a constituent. Town Manager Tangeman noted the legal obligation that the Town staff has to undertake before providing information through a PRR. Chair Reed said that this topic would be added to the agenda of an upcoming meeting.

Town Manager Tangeman thanked the Town Clerk's office for its efforts during the recent election.

Town Manager Tangeman then reviewed the agenda for the meeting on March 19, 2024.

Member Dundas made a motion to adjourn at 8:30 pm.

Vice Chair Areson seconded the motion.

By unanimous consent, the meeting was adjourned.

Respectfully submitted,



Alexander O. Powers
Board/Committee/Commission Support Staff

Kristen Reed, Chair

Susan Areson, Vice Chair

John Dundas, Clerk

Stephanie Rein, Member

Robert Weinstein, Member

Public Records Material Attachments

Legal Notice

Application to Serve-Wendy Lurie

Application to Serve-Christine Markowski

FY2025 Budget Presentation

2024 Annual Town Meeting Financial Articles Presented to Finance Committee on 3/8/2024 (Preliminary List)

STM 2023 Zoning Bylaw Articles (2)

Planning Board Submitted Zoning Bylaw Articles (3) for ATM 2024

Prohibitions to Short-Term Rental of Residential Properties Articles (2) for Reference

Ban on Fractional Ownership Zoning Bylaw Article (1)

Memorandum and Article on Water Resources Protection Overlay District Map (1)

Policy 54: Standards of Professional Conduct – current

Draft Policy 54: Code of Conduct Policy – proposed

Policy 31: Written Complaints and Communications – present

Draft Policy 31: Communications Policy – proposed

Draft Policy #28 Curb Cut (Redlined)

MGL Chapter 54, Section 34

ImageCast Precinct Product Brochure

Policy Memorandum #48 – unedited

Policy Memorandum #48 – amended

Kofile Agreement for Services

Application for Entertainment License-Captain's Choice

Application for Common Victualer License-Captain's Choice