



Truro Select Board Hybrid Meeting

Tuesday, February 11, 2025

Regular Meeting-5:00pm

Truro Town Hall, 24 Town Hall Road

REGULAR MEETING

<https://us02web.zoom.us/j/84720782445>

1-646-931-3860 Meeting ID: 847 2078 2445

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: 847 2078 2445 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/84720782445>**

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.

Estimated Start Time

**All start times are approximate. Items may be taken out of order at the discretion of the Board and agenda items may require more or less time than allocated, resulting in changes to the approximate schedule.*

5:00pm **1. PUBLIC COMMENT**

5:15pm **2. PUBLIC HEARINGS**

A. Review, discussion, and vote on a request for an Annual All Alcohol pouring license pursuant to MGL 138 Sec 12, Sec 15A and MGL 140 Sec 2 for Kung Fu Dumplings, 8 Highland Road, Unit E. Truro, MA

B. Review, Discussion, and Vote on an Aquaculture License Renewal Application-Douglas Grey

5:30pm **3. INTRODUCTION TO NEW EMPLOYEES - NONE**

5:30pm **4. BOARD/COMMITTEE/COMMISSION APPOINTMENTS**

A. Interview and Possible Appointment to Energy Committee-Paul Holt

5. STAFF/COMMITTEE UPDATES

5:40pm A. Walsh Property Advisory Ad Hoc Committee Update

A quorum of the Walsh Property Advisory Ad Hoc Committee may be present

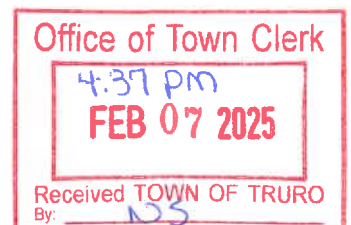
6. TABLED ITEMS - NONE

7. SELECT BOARD ACTION

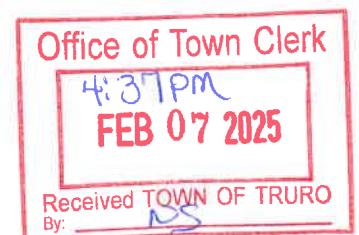
6:00pm A. FY2026 Preliminary Budget Presentation

Presenter: Alex Lessin, Finance Director

A quorum of the Finance Committee may be present



- 6:20pm B. Review and Possible Approval to Enter into Contract Agreements for the Pamet River Owners Project Representative, and the Head of the Meadow Beach Parking Lot Improvements
Presenter: Jarrod Cabral, DPW Director
- 6:25pm C. Review and Possible Approval of Dennis Family Gift Funds for Fencing at 296 Route 6
Presenter: Jarrod Cabral, DPW Director
- 6:35pm D. Review and Possible Approval of Revised Policy 35: Town Manager's Powers of Appointment
Presenter: Kelly Clark, Assistant Town Manager
- 6:45pm **8. REPORTS**
A. Select Board Reports
B. Town Manager Report
- 7:00pm **9. CONSENT AGENDA**
A. Review/Approve and Authorize Signature: NONE
B. Review and Approve Appointment Renewals: NONE
C. Review and Approve 2025 Seasonal Business Licenses: Savory on the Cape-Common Victualer
D. Renew and Approve Seasonal Population Estimate for 2025 for the ABCC
E. Review and Approve Select Board Meeting Minutes: 04-02-2024 Select Board Minutes; 10-08-2024 Select Board Work session; 10-08-2024 Select Board Regular Meeting Minutes
- 7:05pm **10. NEXT MEETING AGENDA**
Joint Meeting with Provincetown Select Board on Water: February 24, 2025; Regular Meeting February 25, 2025





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: February 11, 2025

ITEM: Public Hearing for new Annual All Alcohol On Premises Pouring License and Common Victualer (Food) applications: Applicant-Lin Mamas Food Inc. dba Kung Fu Dumplings, Fen Lin Manager, located at 8 Highland Road, Unit E, North Truro, MA.

EXPLANATION: The Select Board will hold a Public Hearing to hear the application from the proposed Manager, Feng Lin, for a Petition of a new Annual All Alcohol On Premises Pouring License and a Common Victualer (Food) license at Mamas Food Inc. dba Kung Fu Dumplings, located at 8 Highland Road, Unit E, North Truro, MA under M.G.L. Chapter 138, §12, §15A and M.G.L 140 §2.

The proposed licensee is requesting hours of operation for the sale of alcohol from 11:00am to 11:00pm, 7 days per week. The annual all-alcohol license is issued from January 1, 2025 through December 31, 2025.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The application for a new Annual All Alcohol On Premises Pouring License, nor the application for a Common Victualer license, will not proceed.

SUGGESTED ACTION: *Motion to approve the application for a new Annual All Alcohol On Premises Pouring License and Common Victualer license to Mamas Food Inc. dba Kung Fu Dumplings, Feng Lin, Manager.*

ATTACHMENTS:

1. Public Hearing Notice
2. Police Chief Memo
3. ABCC Redacted Application
4. Common Victualer Redacted Application



TOWN OF TRURO
PUBLIC HEARING
NEW ANNUAL
ALL ALCOHOL ON-PREMISE POURING LICENSE
And
NEW BUSINESS LICENSE
COMMON VICTUALER

The Truro Select Board will hold a Public Hearing on **Tuesday, February 11th, 2025, at 5:00 p.m.** to hear the new Annual All Alcohol On Premises Pouring license and new Common Victualer (food) license applications from proposed owner Lin Mamas Food Inc. dba Kung Fu Dumplings, listing Feng Lin as the Manager under (M.G.L. Chapter 138, §12, §15A and MGL 140 §2) located at 8 Highland Road, Unit E, Truro, MA.

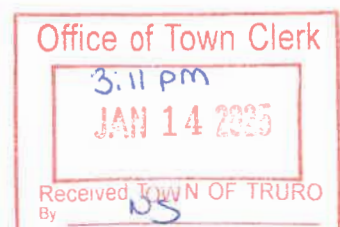
Please join the hybrid Select Board meeting from you computer, tablet, or smartphone at the Zoom Login information below or by attending in person at Truro Town Hall, 24 Town Hall Rd, Truro, MA.

Zoom Login: <https://us02web.zoom.us/j/84720782445>

Meeting ID: 847 2078 2445

Call-in Number: +1 646 931 3860 US

Susan Areson, Chair
Select Board
Town of Truro





TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

Tel: 508-349-7004 , Extension: 110 or 124 Fax: 508-349-5505

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

To: Police Chief, Jamie Calise, Truro Police Department
From: Noelle Scoullar, Executive Assistant
Date: January 22, 2025
Re: **Application for a New Annual All Alcohol On Premise Pouring License
for Lin Mamas Food Inc. dba Kung Fu Dumplings Located at 8 Highland Road, Unit
E, Truro, MA**

The Office of the Select Board is in receipt of an ABCC (Alcoholic Beverages Control Commission) application from Lin Mamas Food Inc, dba Kung Fu Dumplings, listing Feng Lin as the Manager.

Lin Mamas Food Inc, dba Kung Fu Dumplings, is requesting a New Annual All Alcohol Pouring License (per MGL Chapter 138 § 12) to be located at 8 Highland Road, Unit E, Truro, MA.

Included please find the accompanying ABCC application as submitted by the applicant that will be provided to the Alcoholic Beverages Control Commission once the Select Board/Local Licensing Authority review and approve the application at a duly held public hearing on Tuesday, February 11, 2025, at 5:00pm.

Please kindly review for purposes of approval with the Local Licensing Authority (Select Board) this request for a New Seasonal All Alcohol Pouring License to ensure that the safety and well-being of the public will be protected.

Please provide any comments below:

POLICE DEPARTMENT
REVIEW & APPROVAL

Signature: Jamie M. Calise Digitally signed by Jamie M. Calise
Date: 2025.01.23 16:59:35 -05'00'
Police Chief, Jamie Calise

Date: 1.23.2025

**The Law Office of
DAVID V. LAWLER, PC**

540 Main Street, Suite 8

Hyannis, MA 02601

Telephone: (508) 778-0303

Facsimile: (508) 778-4600

Email Address:
david@dlawlerlaw.com

962 Main Street
Osterville, MA 02655
Tel:(508) 428- 0542

January 9, 2025

Nicole Tudor,
Administration & Select Board Office
Truro Town Hall
24Town Hall Road
Truro, MA 02666

Re: Lin Mamas Food, Inc.

Dear Nicole:

Enclosed please find the ABCC application for a new all alcohol license for Lin Mamas Food, Inc., receipt for payment to the ABCC and supporting documentation. The Truro application for a Food Service-Common Victualler license is enclosed as well. The clients will be purchasing the real estate through another entity and renting it to Lin Mamas. They are working on getting the fire inspection and I will get that form to you as soon as possible.

Please let me know how much you require for publication and the local license fee.

Thank you for your assistance.

Very truly yours,



Sue King, Paralegal

SDK/s
Enc.

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- **Monetary Transmittal Form**
- **New Retail Application**
- **Manager Application**
- **Vote of the Entity**
- **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Proof of Citizenship/Qualified Alien** for the proposed Manager of Record (*Manager must be a U.S citizen or a Qualified Alien under the Immigration and Nationality Act, 8 U.S.C. 1101*). Please Include one of the following:
 - U.S. Passport
 - Voter's Certificate
 - Birth Certificate
 - Naturalization Papers
 - Permanent Resident Card "Green Card"
 - Employment Authorization Document
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Additional information**, if necessary, utilizing the formats provided and or any affidavits.
- **Management Agreement**, if applicable, requires the following:
 - Management Agreement Application
 - Management Agreement
 - Vote of the Entity
 - CORI Forms for all listed in Section 11 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: ed947df4-c379-494e-bbf6-9c9105658354

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Lin Mamas Food Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$5.18

Date Paid: 1/9/2025 10:11:15 AM EDT

Total Amount Paid: \$205.18

Payment On Behalf Of

License Number or Business Name:
Lin Mamas Food Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
David

Last Name:
Lawler

Address:
540 Main Street

City:
Hyannis

State:
MA

Zip Code:
02601

Email Address:
david@dlawlerlaw.com



**The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc**

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

**PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT**

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:**

**Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

Truro

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises

§12 Restaurant

All Alcoholic Beverages

Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Restaurant serving Chinese food and other food products.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name Lin Mamas Food Inc.

FEIN:

DBA

Kung Fu Dumplings

Manager of Record

Feng Lin

Street Address

8 Highland Road, Unit E, Truro, MA 02652

Phone:

Email:

Alternative Phone:

Website:

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Wood framed, single floor unit consisting of kitchen, two bathrooms, dining area and storage.

Total Square Footage: 2,179

Number of Entrances: 4

Seating Capacity: 19

Number of Floors

1

Number of Exits:

4

Occupancy Number:

21

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: David V. Lawler

Phone:

508-778-0303

Title: Attorney

Email:

david@dlawlerlaw.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	December 3, 2024
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Chuang Tong	27 Quaker Lane, Harwich, MA 02645	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Pres., Treasurer, Director	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Feng Lin	27 Quaker Lane, Harwich, MA 02645	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Secretary, Director	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Tonghua LLC

Landlord Phone [REDACTED]

Landlord Email [REDACTED]

Landlord Address 27 Quaker Lane, Harwich, MA 02645

Lease Beginning Date 30 days after purchase by Landlord

Rent per Month \$6,200.00

Lease Ending Date 60 months after start of lease term

Rent per Year \$74,400.00

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	100,000.00
D. Total Cost	

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Chuang Tong and Feng Lin	
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
None			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Applicants are financing the restaurant from their personal funds which includes purchasing of any restaurant equipment and supplies.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name **Feng Lin** Date of Birth [REDACTED] SSN [REDACTED]

Residential Address **27 Quaker Lane, Harwich, MA 02645**

Email [REDACTED] Phone [REDACTED]

Please indicate how many hours per week you intend to be on the licensed premises **50**

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card", or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
		see resume' attached		

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature **Feng Lin** Date **1/9/2025**

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 11.

☐ Yes ☒ No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, Chuang Tong the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of Lin Mamas Food Inc.
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 01-09-2025

Title: President, Treasurer, Director

ENTITY VOTE

The Board of Directors or LLC Managers of

Lin Mamas Food Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Truro

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

Chuang Tong

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Feng Lin

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer /LLC Manager Signature

Chuang Tong

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Chuang Tong

(Print Name)

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	LICENSEE NAME: Lin Mamas Food Inc.	CITY/TOWN: Truro
--	------------------------------------	------------------

APPLICANT INFORMATION

LAST NAME: Lin	FIRST NAME: Feng	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH:	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Zheng	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: FEMALE	HEIGHT:	WEIGHT:
EYE COLOR:		
CURRENT ADDRESS: 27 Quaker Lane		
CITY/TOWN: Harwich	STATE: MA	ZIP: 02645
FORMER ADDRESS: 372 Commercial Street		
CITY/TOWN: Provincetown	STATE: MA	ZIP: 02657

PRINT AND SIGN

PRINTED NAME: Feng Lin	APPLICANT/EMPLOYEE SIGNATURE: Feng Lin
------------------------	--

NOTARY INFORMATION

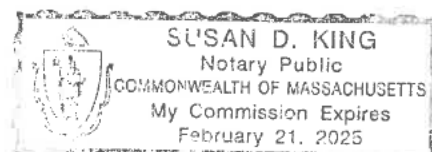
On this Jan. 9, 2025 before me, the undersigned notary public, personally appeared Feng Lin
(name of document signer), proved to me through satisfactory evidence of identification, which were personal knowledge
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Susan D. King
NOTARY

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.





Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	LICENSEE NAME: Lin Mamas Food Inc.	CITY/TOWN: Truro
--	------------------------------------	------------------

APPLICANT INFORMATION

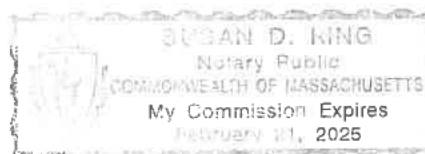
LAST NAME: Tong	FIRST NAME: Chuang	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH:		
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME: Li	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts	
GENDER: MALE	HEIGHT:	WEIGHT:	EYE COLOR:
CURRENT ADDRESS: 27 Quaker Lane			
CITY/TOWN: Harwich	STATE: MA	ZIP: 02645	
FORMER ADDRESS: 372 Commercial Street			
CITY/TOWN: Provincetown	STATE: MA	ZIP: 02657	

PRINT AND SIGN

PRINTED NAME: Chuang Tong	APPLICANT/EMPLOYEE SIGNATURE:
---------------------------	-------------------------------

NOTARY INFORMATION

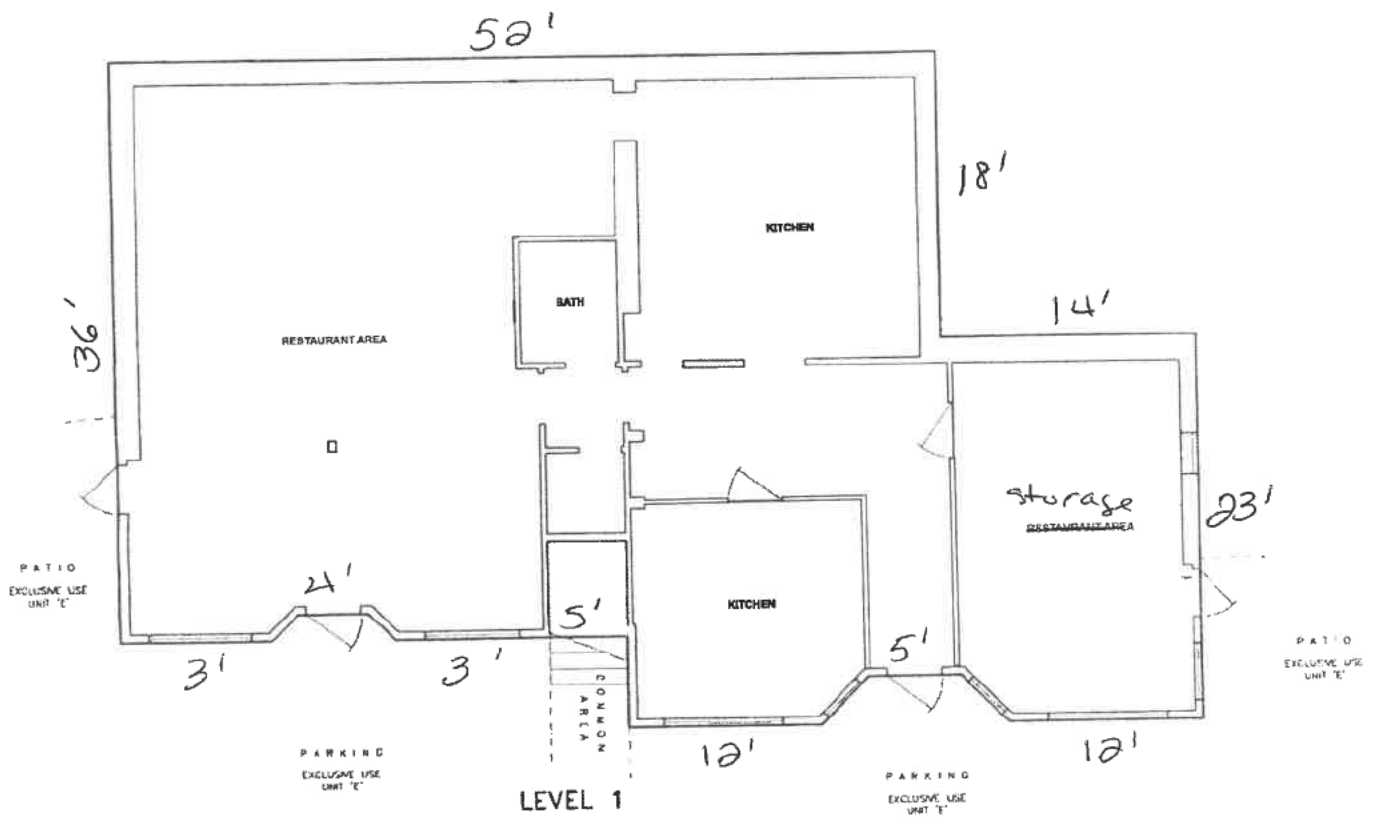
On this Jan. 9, 2025	before me, the undersigned notary public, personally appeared Chuang Tong
(name of document signer), proved to me through satisfactory evidence of identification, which were	personal knowledge
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
<div>Notary Signature</div> NOTARY	



DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 690-4614.



MASSACHUSETTS

DRIVER'S
LICENSE



4a ISS 10/22/2024
4b EXP 11/05/2029
9 CLASS D 12 REST B

4d NUMBER [REDACTED]
3 DOB [REDACTED]
SEX NONE

1 LIN
2 FENG
8 27 QUAKER LN
HARWICH, MA 02645-3317

Feng Lin

[REDACTED] [REDACTED]

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America*

Feng Lin

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR



Type / Type / Tipo	Code / Code / Código	Passport No. / No. de Passport / No. de Passaporto
--------------------	----------------------	--

Surname / Nom / Apellidos

LIN

Given Names / Prénoms / Nombres

FENG

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

CHINA

Date of issue / Date de délivrance / Fecha de expedición

28 Jan 2021

Date of expiration / Date d'expiration / Fecha de caducidad

27 Jan 2031

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 51

Sex / Sexe / Sexo

F

Authority / Autorite / Autoridad

United States

Department of State

P<USALIN<<FENG

MASSACHUSETTS

DRIVER'S
LICENSE

USA
CITY

Colleen McGuire REGISTRAR



4a ISS

04/06/2024

4b EXP

11/14/2029

9 CLASS

D

12 REST

NONE

4c NUMBER

3 DOB

5a END

NONE

1 TONG

2 CHUANG

8 27 QUAKER LN

HARWICH, MA 02645-3317

Tong Chuang

UNITED STATES OF AMERICA
PERMANENT RESIDENT

Surname
TONG

Given Name
CHUANG

USCIS#

Category

Country of Birth

Date of Birth

Sex

Card Expires:

Resident Since:

04/18/29

04/18/18



Feng Lin
27 Quaker Lane
Harwich, MA, 02645

11/01/2014–12/30/2015 cashier
Stop and shop supermarket co. LLC
56 Shank Painter road, Provincetown, MA,02657

04/01/2015–12/31/2016 nail technician
Jonathan Williams salon
139A Bradford street,Provincetown, MA,02657

06/12/2017–12/31/2018 Owner
Lin's nails and spa
639 Main Street, Chatham, MA, 02633

05/01/2018–09/30/2018 nail technician
Z and X beauni nails and spa
639 Main Street, Chatham, MA, 02633

05/01/2019–current Owner
Tong baba's food Inc dba Kung Fu dumplings
293 Commercial street, Provincetown, MA,02657

Chuang Tong
27 Quaker Lane,
Harwich, MA,02645

7/15/2014–04/30/2019 Owner
Provincetown pilgrim properties LLC dba Kung Fu
Dumplings
293 Commercial street, Provincetown,MA,02657

5/01/2019–current Owner
Tong baba's food Inc dba Kung Fu Dumplings
293 Commercial street, Provincetown,MA,02657

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee:
\$250.00

Identification Number:	001853248	(number will be assigned)
------------------------	-----------	---------------------------

ARTICLE I

The exact name of the corporation is:

LIN MAMAS FOOD INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

TO ENGAGE IN RESTAURANT BUSINESS

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	10,000	\$0	10,000

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: CHUANG TONG

Number and street: 27 QUAKER LANE

Address 2:

City or town: HARWICH

State: MA

Zip code: 02645

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name	Address
PRESIDENT	CHUANG TONG	27 QUAKER LANE HARWICH, MA 02645 USA
TREASURER	CHUANG TONG	27 QUAKER LANE HARWICH, MA 02645 USA
SECRETARY	FENG LIN	27 QUAKER LANE HARWICH, MA 02645 USA
DIRECTOR	FENG LIN	27 QUAKER LANE HARWICH, MA 02645 USA
DIRECTOR	CHUANG TONG	27 QUAKER LANE HARWICH, MA 02645 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

RESTAURANT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street: 27 QUAKER LANE

Address 2:

City or town: HARWICH

State: MA

Zip code: 02645

Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 27 QUAKER LANE

Address 2:

City or town: HARWICH State: MA Zip code: 02645

Country: UNITED STATES

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

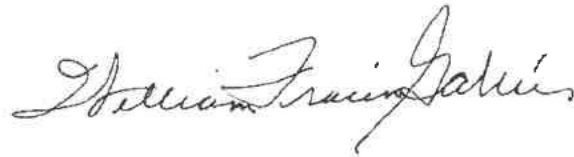
Signed this 3 Day of December, 2024 at 12:12 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

CHUANG TONG

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

December 03, 2024 12:14 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BYLAWS

LIN MAMAS FOOD INC

ARTICLE I

Offices

- 1.1 **Registered Office and Registered Agent:** The registered office of the corporation shall be located in the State of **Massachusetts** at such place as may be fixed from time to time by the Board of Directors upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office.
- 1.2 **Other Offices:** The Corporation may have other offices within or outside the State of **Massachusetts** at such place or places as the Board of Directors may from time to time determine.

ARTICLE 2

Shareholder's Meetings

- 2.1 **Meeting Place:** All meetings of the shareholders shall be held the registered office of the corporation, or at such place as shall be determined from time to time by the Board of Directors, and the place at which any such meeting shall be held shall be stated in the notice of the meeting.
- 2.2 **Annual Meeting Time:** The annual meeting of the shareholders for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held each year on **December 3RD**, at the hour of **8am**, if not a legal holiday, and if a legal holiday, then on the day following, at the same hour.
- 2.3 **Annual Meeting - Order of Business:** At the annual meeting of shareholders, the order of business shall be as follows:
- (a) Calling of the meeting to order.
 - (b) Proof of notice of meeting (or filing of waiver).
 - (c) Reading of minutes of last annual meeting.
 - (d) Report of officers.
 - (e) Reports of committees.
 - (f) Election of directors.
 - (g) Miscellaneous business.

prior to the (late on which the particular action requiring such determination of shareholders is to be taken.

- 2.9 Proxies:** A shareholder may vote either in person or by proxy executed in writing by the shareholder, or his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.
- 2.10 Action by Shareholders Without a Meeting:** Any action required or which may be taken at a meeting of shareholders of the corporation, may be taken at a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the shareholders.
- 2.11 Waiver of Notice:** A waiver of notice required to be given any shareholder, signed by the person or persons entitled to such notice, whether before or after the time stated therein for the meeting, shall be equivalent to the giving of such notice.

ARTICLE 3

Stock

- 3.1 Certificates:** Certificates of stock shall be issued in numerical order, and each shareholder shall be entitled to a certificate signed by the President, or a Vice President, and the Secretary or Assistant Secretary, and may be sealed with the seal of the corporation or a facsimile thereof. The signatures of such officers may be facsimiles if the certificate is manually signed on behalf of the transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. If an officer who has signed or whose facsimile signature has been placed upon such certificate ceases to be an officer before the certificate is used, it may be issued by the corporation with the same effect as if the person were an officer on the date of issue.
- 3.2 Transfer:** Transfers of stock shall be made only upon the stock transfer books of the corporation, kept at the registered office of the corporation or at its principal place of business, or at the office of its transfer agent or registrar; and before a new certificate is issued, the old certificate shall be surrendered for cancellation. The Board of Directors may, by resolution, open a share register in any state of the United States, and may employ an agent or agents to keep such register, and to record transfers or shares therein.
- 3.3 Registered Owner:** Registered shareholders shall be treated by the corporation as the holders in fact of the stock standing in their respective

- 3.6 Shares of Another Corporation:** Shares owned by the corporation in another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the Board of Directors may determine or, in the absence of such determination, by the President of the Corporation.

ARTICLE 4

Board of Directors

- 4.1 Numbers and Powers:** The management of all the affairs, property and interest of the corporation shall be vested in the Board of Directors, consisting of one person who shall be elected for a term of one year, and shall hold office until their successors are elected and qualified. Directors need not be shareholders or residents of the State of **Massachusetts**. In addition to the powers and authorities granted by these Bylaws, and the Articles of Incorporation expressly conferred upon it, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.
- 4.2 Change of Number:** The number of directors may at any time be increased or decreased by amendment of these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.
- 4.3 Vacancies:** All vacancies in the Board of Directors, whether caused by resignation, death or, otherwise, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill any vacancy shall hold office for the unexpired term of his predecessor and until his successor is elected and qualified. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.
- 4.4 Removal of Directors:** At a meeting of shareholders called expressly for that purpose, the entire Board of Directors, or any member thereof, may be removed by a vote of the holders of a majority of shares then entitled to vote at an election of such shareholders.
- 4.5 Regular Meetings:** Regular meetings of the Board of Directors or any committee may be held without notice at the registered office of the corporation or at such place or places, either within or without the State of Washington, as the Board of Directors or such committee, as the case may be, may from time to time designate. The annual meeting of the Board of

adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

- 4.11 Executive and Other Committees:** Standing or special committees may be appointed from its own number by the Board of Directors from time to time and the Board of Directors may from time to time invest such committees with such powers as it may see fit, subject to such conditions as may be prescribed by such Board. An Executive Committee may be appointed by resolution passed by a majority of the full Board of Directors. It shall have and exercise all of the authority of the Board of Directors, except in reference to amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending sale, lease or exchange or other disposition of all or substantially all the property and assets of the corporation otherwise than in the equal and regular course of business, recommending a voluntary dissolution or a revocation thereof, or amending the Bylaws. All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the corporation. The designation of any such committee and the delegation of authority thereto, shall not relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.
- 4.12 Remuneration:** No stated salary shall be paid directors, as such, for their service, but by resolution of the Board of Directors. A fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of such Board; provided, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefore. Member of standing or special committees may be allowed like compensation for attending committee meetings.
- 4.13 Loans:** No loans shall be made by the corporation to the directors, unless first approved by the holders of two-thirds of the voting shares. No loans shall be made by the corporation secured by its own shares.
- 4.14 Action by Directors Without a Meeting:** Any action required or which may be taken without a meeting of the directors, or of a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.
- 4.15 Action of Directors by Communications Equipment:** Any action required or which may be taken at a meeting of directors, or of a committee thereof, may be taken by means of a conference telephone or similar

Assistant Treasurer, or Assistant Treasurers in the order designated by the Board of Directors, shall perform all of the duties of the Treasurer in the absence or disability of the Treasurer, and at other times may perform such other duties as are directed by the President or the Board of Directors.

- 5.6 Delegation:** In the case of absence or inability to act of any officer of the corporation and of any person herein authorized to act in his place, the Board of Directors may from time to time delegate the powers or duties of such officer to any other officer or any director or other person whom it may select.
- 5.7 Vacancies:** Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting of the Board.
- 5.8 Other Officers:** Directors may appoint such other officers and agents as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.
- 5.9 Loans:** No loans shall be made by the corporation to any officer, unless first approved by the holders of two-thirds of the voting shares.
- 5.10 Term - Removal:** The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer or agent elected or appointed by the Board of Directors may be removed at any time, without cause, by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
- 5.11 Bonds:** The Board of Directors may, by resolution, require any and all of the officers to give bonds to the corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.
- 5.12 Salaries:** The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE 6

Dividends and Finance

- 6.1 Dividends:** Dividends may be declared by the Board of Directors and paid by the corporation out of the unreserved and unrestricted earned surplus of the corporation, or out of the unreserved and unrestricted net earnings of the current fiscal year, or in treasury shares of the corporation, subject to

shares held by each. Any books, records, and minutes may be in written form or any other form capable of being converted into written form within a reasonable time.

ARTICLE 10

Special Corporate Acts

- 10.1 Execution of Written Instruments:** Contracts, deeds, documents, and instruments shall be executed by the President alone unless the Board of Directors shall, in a particular situation, designate another procedure for their execution.
- 10.2 Signing of Checks or Notes:** Checks, notes, drafts, and demands for money shall be signed by the officer or officers from time to time designated by the Board of Directors.
- 10.3 Indemnification of Directors and Officers:** The corporation shall indemnify any and all directors or officers or former directors or former officers or any person who may have served at its request as a director or officer of the corporation or of any other corporation in which it is a creditor, against expenses actually or necessarily incurred by them in connection with the defense or settlement of any action, suit, or proceeding brought or threatened in which they, or any of them, are or might be made parties, or a party, by reason of being or having been directors or officers or a director or an officer of the corporation, or of such other corporation. This indemnification shall not apply, however, to matter as to which such director or officer or former director or officer or person shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of other rights to which those indemnified may be entitled, under any law, bylaw, agreement, vote of shareholders, or otherwise.

ARTICLE 11

Amendments

- 11.1 By Shareholders:** These Bylaws may be altered, amended or repealed by the affirmative vote of a majority of the voting stock issued and outstanding at any regular or special meeting of the shareholders.
- 11.2 By Directors:** The Board of Directors shall have the power to make, alter, amend and repeal the Bylaws of this corporation. However any such alteration, amendment, or repeal of the Bylaws, may be changed or repealed by the holders of a majority of the stock entitled to vote at any shareholders meeting.

LEASE COVER PAGE

LANDLORD: Tonghua, LLC
Address 27 Quaker Lane
for Notices: Harwich, MA 02645

TENANT: Lin Mamas Food, Inc.
Address 27 Quaker Lane
for Notices: Harwich, MA 02645

TERM: Commencement date: 30 Days after date of closing on Purchase
Expiration date: 60 months from the date of execution

LEASED PREMISES:

8 Highland Road, Unit E, Truro, Massachusetts

RENT: Commencement date of rental payment: 30 days after date of closing on purchase.

CALCULATION OF RENT: The base rent for the first year of the lease shall be \$74,400.00, payable in equal monthly installments of \$6200.00 per month.

USE OF PREMISES: Restaurant

INSURANCE REQUIREMENTS:

TENANT: General liability insurance:
Injuries or death suffered by one person: \$2,000,000
Injuries or death suffered per occurrence: \$2,000,000
Other (specify): Public liability \$2,000,000
Workmen's Compensation
Tenant to reimburse Landlord for the full cost of property insurance for leased premises.
Tenant to also obtain plate glass insurance coverage for full replacement value

LANDLORD: As presently insured

THIS COVER PAGE IS INCORPORATED AS PART OF THIS LEASE.

LEASE

SECTION I. PARTIES, TERMS, PREMISES

1.01 Parties The parties to this Lease are shown on the cover page of this Lease.

1.02 Term The term of this Lease is as shown on the cover page of this Lease;

1.03 Premises Landlord leases to Tenant and Tenant leases from Landlord the Premises identified on the cover page of this Lease situated.

SECTION II. RENT, ADJUSTMENTS TO RENT, SECURITY DEPOSIT, LANDLORD'S LIEN

2.01 Rent: When Due: Where Paid

All monies payable by Tenant to Landlord under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided and Landlord shall have all rights against Tenant for default in any such payment. Rent shall be paid on the first (1st) day of this Lease and thereafter on the first (1st) day of each calendar month, during the entire term of this Lease, without deduction or set-off, in legal tender of the jurisdiction in which the Building is located at the address of Landlord as set forth, or to such other person or entity or to such other address as Landlord may designate in writing. Tenant's obligation to pay all rent due under this Lease shall survive the expiration or earlier termination of this Lease by Landlord for cause. Should this Lease commence on a day other than the first day of the month or terminate on a day other than the last day of the month, the rent for such partial month shall be pro-rated based on a 365-day year.

2.01-2 Basic Rent Tenant agrees to pay to Landlord the rent as shown on the cover page of this Lease.

2.02-1 Adjustments to Rent: Utilities, Garbage and Snow Removal, Etcetera

Tenant shall pay the cost of all utilities and services supplied to or used in Premises. Tenant shall be responsible for removal of rubbish at its sole cost and expense and insure that said rubbish removal is maintained in a timely fashion. Failure to do so shall constitute a violation of this Lease.

Landlord is not responsible for any delays or interruptions in snow or ice removal services for any reason. The Tenant shall be responsible for the removal of snow and ice covering the area in front of the Leased Premises.

2.02-2 Insurance

Upon request, Tenant shall provide Landlord with proof of the mandatory insurance coverages as set forth on the title page of this Lease.

SECTION III. USE, RESTRICTIONS ON USE, BUILDING REGULATIONS, QUIET ENJOYMENT, SERVICES BY LANDLORD

3.01 Use

Premises shall be used only for the use specified on the cover page of the Lease and for no other use. Tenant shall, at Tenant's expense, comply with all laws, rules, regulations, requirements, and ordinances enacted or imposed by any governmental unit having jurisdiction over the Building, Premises, Landlord or Tenant. The Tenant's stock in trade and fixtures, if any, in the demised premises shall be installed and maintained at the sole risk of the Tenant.

3.02 Restriction on Use Tenant shall not:

3.02-1 Do or permit to be done anything which will invalidate or increase the cost of any insurance coverage on the Building and the Premises;

3.02-2 Do or permit anything to be done in the Building or on the Premises which will obstruct or interfere with the rights of other tenants or occupants of the building;

3.02-3 Use, allow or permit the Premises to be used for any improper or objectionable purpose;

3.02-4 Cause, maintain or permit any nuisance in or about the Premises;

3.02-5 Commit or permit any waste to be committed in the Premises;

3.02-6 Use or occupy Premises in violation of any law, rule, regulation, requirement or ordinance enacted or imposed by a governmental unit having jurisdiction over the Building, Premises, Landlord or Tenant;

3.02-7 Overload, damage or obstruct any utility lines providing services to the Building or Premises;

3.02-8 Install any fixtures or equipment which will overload the floors in the Premises or in any way affect the structural capacity or design of the Premises or the Building;

3.02-9 The Tenant is strictly prohibited from storing any unregistered vehicles upon the premises or otherwise storing "junked vehicles" outside of premises which shall be maintained in a clean and orderly condition.

SECTION IV. ASSIGNMENT, SUBLET, RECAPTURE OF PREMISES, MORTGAGE BY LANDLORD, SUBORDINATION, ATTORNMEN, ESTOPPEL CERTIFICATE, NOTICE TO MORTGAGEE, SALE BY LANDLORD

4.01 Assignment; Sublet

Tenant shall not assign or mortgage this Lease, or sublet all or any portion of the Premises without Landlord's prior written consent. The Landlord covenants and agrees that it shall not unreasonably

withhold such written consent for such assignment or under letting. No assignment, mortgaging or subletting, if consented to by Landlord, shall relieve tenant of its liability under this lease. Consent by Landlord shall not operate as a waiver of the necessity for consent to any subsequent assignment, mortgaging or subletting, and the terms of such consent shall be binding upon the assignee, mortgagee or subtenant. Any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of or power to vote the majority of outstanding voting stock shall constitute an assignment, whether the result of a single or series of transactions.

4.02 Corporate Transfer

Any transfer of this Lease by merger, consolidation or liquidation, or any change in the ownership of or power to vote the majority of its outstanding voting stock, shall constitute an assignment. Unless Tenant's stock is listed on a recognized security exchange or if less than eighty percent (80%) of its stock is owned by a corporation whose stock is listed on a recognized security exchange, an assignment forbidden under this Lease shall include one or more sales or transfers, by operation of law or otherwise, or creation of new stock, by which aggregate of more than fifty percent (50%) of Tenant's stock shall be vested in a party or parties who are non-stockholders as of the commencement date of this Lease.

4.03 Mortgage by Landlord

Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its right and obligations hereunder and in the Building. Such transfer or assignment may be made either to a corporation, trust company, individual, or group of individuals, and shall be recognized by Tenant.

4.04 Subordination

This Lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trust now or hereafter placed on the Building or the land upon which the Building is situated, and to all renewals, modifications, consolidations, replacements and extensions thereof.

4.05 Attornment

If the interest of Landlord is transferred to any person or entity by reason of foreclosure or other proceedings for enforcement of any mortgage, deed of trust or security interest, or by delivery of a deed in lieu of foreclosure or other proceedings, Tenant shall immediately and automatically attorn to such person or entity. In event of such transfer, this Lease and Tenant's rights hereunder shall continue undisturbed so long as Tenant is not in default.

4.06 Estoppel Certificate

Tenant will at any time and from time to time, upon not less than twenty (20) days prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing executed by Tenant certifying that this Lease is unmodified and in full effect or if there have been modifications, that this Lease is in full effect as modified, setting forth such modifications; the dates to which the rent has been paid, and either stating that to the knowledge of the signer of said

statement that no default exists or specifying each such default of which the signer may have knowledge. It is intended that any such statement executed by Tenant may be relied upon by any prospective purchaser or mortgagee or existing mortgagee of the Building.

4.07 Sale by Landlord

A sale, conveyance or assignment of the Building shall operate to release Landlord from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this Lease, express or implied, except as such may relate to the period prior to such effective date and Tenant shall thereafter look solely to Landlord's successor in interest in and to this Lease. This Lease shall not be affected by any such sale, conveyance or assignment, and Tenant shall attorn to Landlord's successor in interest thereunder.

SECTION V. MAINTENANCE AND REPAIRS. ALTERATIONS. SIGNS

5.01 Maintenance and Repairs by Tenant

Tenant shall maintain the interior of the Premises and any alterations and additions to the Premises in good condition. Tenant shall repair or replace any damage or injury to the Premises or the Building caused by Tenant, its agents, employees or invitees. All maintenance and repairs made by Tenant shall be performed only by licensed contractors in a workmanlike manner and in compliance with applicable Local and State Building Codes.

Tenant is required to maintain the entire demised premises and every part thereof including, but not limited to, all walls, floors and ceilings, HVAC system in the demised premises, all signs (interior and exterior), all glass, windows, doors, window sashes and frames, door frames and the store front, excepting only those portions of the foundation, roof, exterior walls, structural columns and structural beams which shall remain the obligation of the Landlord.

Tenant specifically agrees to replace all glass damaged with glass of the same kind and quality. Tenant also agrees to paint, varnish and otherwise redecorate the demised premises when required to keep the demised premises attractive in appearance. Notwithstanding the foregoing, if any of said repairs or alterations to the property which Tenant is required to maintain shall be made necessary by reason of repairs, installations, alterations, additions or improvements made by Landlord, by reason of the fault or negligence of Landlord or by reason of a default in the performance or observance of any agreements, conditions or other provisions on the part of Landlord to be performed or observed, Landlord shall make all such repairs or alterations as may be necessary.

5.02 Septic

The Tenant shall be responsible for the costs of the pumping, maintenance, and repair of the septic system, external grease tanks, and any grease trap that may be installed on the premises. The septic system shall be pumped by the Tenant at least once a year by a licensed and approved septic company, unless more frequent pumping is required for Tenant's business and the grease traps and external grease tanks shall be pumped and cleaned at least four (4) times a year unless more frequent cleaning is deemed necessary by Landlord or Board of Health. Tenant will furnish documentation of completion of the above pumping/cleaning to Landlord annually. Should Tenant fail to adhere to the requirements of this paragraph, it shall be deemed a default under the terms of

the Lease.

Landlord's Right of Entry

Landlord, its agents or employees shall have the right to enter the premises at reasonable hours to make inspections, alterations, or repairs to the Building or the Premises. In event of emergency Landlord, its agents or employees shall have the right of entry at any time and may perform any acts related to safety, protection, preservation or improvement of the Building or the Premises. Except for repair of casualty damage, Tenant shall not be entitled to any abatement or reduction of rent because of work performed within the Building or Premises by Landlord.

5.03 Alterations by Tenant

Tenants shall make no changes, additions, alterations or improvements to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, and subject to all reasonable rules, requirements and conditions imposed by Landlord at the time such consent is given.

5.04 Maintenance and Repairs by Landlord

The Landlord agrees to maintain and keep in good repair the structure of the building of which the Leased Premises are a part, including the roof, parking lot and foundation and in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the negligence of the Tenant or those for whose conduct the Tenant is legally responsible.

5.05 Liens

Tenant shall not cause liens of any kind to be filed or placed against the Premises or the Building. If any liens are filed, with or without Tenant's knowledge, and such liens are the result of any act, directive or action of Tenant, its agents or employees, Tenant shall immediately, at Tenant's sole cost and expense, take whatever action necessary to cause such lien to be satisfied and discharged.

5.06 Signs

Tenant shall not display, inscribe, paint or affix any sign, picture, advertisement or notice visible from anywhere outside the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. If consented to by Landlord any such sign shall be painted by a sign painter approved by Landlord and shall be maintained by Tenant during Tenant's occupancy of the Premises. All costs for production, installation, maintenance and removal shall be Tenant's responsibility. All such approved signs shall be removed by Tenant upon vacating the Premises, and any damage caused by such removal shall be immediately repaired.

SECTION VI. INSURANCE

6.01 Insurance by Landlord

6.02 Insurance by Tenant Tenant shall maintain at Tenant's expense:

6.02-1 Comprehensive public liability insurance on an occurrence basis with respect to Tenant's business and occupancy of the Premises for any one occurrence or claim of not less than that seen on the cover page hereof.

6.02-2 Insurance against such other perils and in such amounts as Landlord may from time to time reasonably require in writing, including Workmen's Compensation. Such request shall be made on the basis that the insurance coverage requested is customary at the time for prudent tenants.

6.02-3 All policies of insurance maintained by Tenant shall be in a form acceptable to Landlord, issued by an insurer licensed to do business in the Commonwealth of Massachusetts at least 15 days written notice to Landlord of termination or material alteration and waive, to the extent available, any right of subrogation against Landlord. If requested by Landlord, Tenant shall promptly deliver to Landlord certified copies of said policies.

6.03 Indemnity. Tenant shall hold harmless and pay on behalf of Landlord all claims, demands and judgments against Landlord caused by or arising out of, directly or indirectly

- a. the performance of this agreement by Tenant
- b. the Tenant's occupancy or use of the Building or Premises
- c. any business or operations of Tenant, or,
- d. any matter or thing done, permitted or omitted to be done by Tenant, its agents, employees or invitees, whether occasioned by negligence or failure to act when Tenant has a duty to act under the provisions hereof.

Tenant's agreement to hold harmless and pay on behalf of Landlord shall extend to all claims and demands by reason of improper or faulty erection or construction of facilities, trade fixtures or equipment installed on or in the Premises by Tenant.

SECTION VII. DAMAGE AND DESTRUCTION

7.01 In the event the Building or the Premises shall be destroyed or rendered untenable, either in whole or in part, by fire or other casualty, Landlord may, at its option, restore the Building or Premises to as near their previous condition as is reasonably possible, and in the meantime the rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof; but unless Landlord, within sixty days after the happening of any such casualty, shall notify Tenant of its election to so restore, this Lease shall thereupon terminate and Tenant shall vacate the Premises. Such restoration by Landlord shall not include replacement of furniture, equipment or other items that do not become part of the Building or any improvements to the Premises in excess of those provided for in the allowance for building standard items as of the commencement date of this Lease. Restoration of the Premises required beyond Landlord's obligation shall be performed by the Tenant at no cost to the Landlord.

SECTION VIII. CONDEMNATION

8.01 Condemnation; Award; Termination

If the Building or Premises shall be taken by Eminent Domain or other casualty or condemned for any public purpose, or for any reason whatsoever, to such an extent greater than Twenty-Five (25%) Percent of the Building, or Premises and or as to render either or both untenable, either Landlord or Tenant shall have the option to terminate this Lease effective as of the date of taking or condemnation. If the taking or condemnation or casualty does not render the Building and the Premises untenable, or if tenable, affects less than Twenty-Five (25%) Percent of the Building or Premises, this Lease shall continue in effect and Landlord shall promptly restore the portion not taken to the extent possible to the condition existing prior to the taking. If, as a result of such restoration, the area of the Premises is reduced, the rental shall be reduced proportionately. All proceeds from any taking or condemnation shall be paid to Landlord. Tenant waives all claims against such proceeds. A voluntary sale or conveyance in lieu of but under the threat of condemnation shall be considered a taking or condemnation for public purpose.

SECTION IX. SURRENDER OF PREMISES

9.01 Surrender at Expiration

Upon expiration of this Lease, whether caused by lapse of time or otherwise, Tenant shall at once surrender possession of the Premises and deliver Premises to Landlord in as good repair and condition as at the commencement of Tenant's occupancy, reasonable wear and tear and damage or destruction by fire or other casualty excepted. Tenant shall deliver all keys to the Premises to Landlord. If possession is not immediately surrendered, Landlord may take possession of the Premises, and expel or remove tenant and any other person occupying all or a portion of the premises, by force if necessary, to the extent allowed by law.

9.02 Title to Improvements

All alterations, additions or improvements, whether temporary or permanent, made in or upon the Premises either by Landlord or Tenant, shall be Landlord's property on termination and shall remain on the premises without compensation to Tenant. This includes but is not necessarily limited to any sinks installed by the Tenant and the Hood and Ansil System which shall remain at the Premises.

9.03 Removal of Furniture, Trade Fixtures, Abandonment

All furniture, movable trade fixtures and equipment installed by Tenant may be removed by Tenant at termination of the Lease. All such removals shall be accomplished in a workmanlike manner so as not to damage the Premises, the structure or structural qualities of the Building, or the plumbing, electrical lines or other utilities. All furniture, movable trade fixtures and equipment installed by Tenant not removed in or within Ten (10) days of date of termination, without interference of Landlord, by Tenant shall be presumed to have been abandoned and Landlord may, at its option, take possession of such property and either declare it to be the property of Landlord by furnishing Tenant written notice or, at Tenant's cost, remove such property in any manner Landlord chooses and store it without incurring liability to Tenant or any other person.

SECTION X. DEFAULT, EVENTS, REMEDIES

10.01 Events of Default The occurrence of any one of the following events shall constitute a default of this Lease by Tenant:

10.01-1 Failure of Tenant to make any payment of rent or other required payment, when due, and such failure continues for a period of Ten (10) days after Tenant's receipt of such Notice in writing by Certified Mail, Return Receipt Requested or via Constable by Landlord to Tenant;

10.01-2 Vacating or abandonment of all or a substantial portion of the Premises;

10.01-3 Failure of Tenant to comply with any provision of this Lease, other than payment of rent, and such failure shall continue for fifteen days after mailing of written notice by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen days are reasonably required for its cure, Tenant shall not be in default if Tenant commences such cure to completion;

10.01-4 The making of an assignment or general arrangement for the benefit of creditors by Tenant or guarantors of Tenant's obligations;

10.01-5 The filing by Tenant or a guarantor of Tenant's obligations of a petition under any section or chapter of the present Federal Bankruptcy Act or amendment thereto, or under any similar law or statute of the United States;

10.01-6 The appointment of a receiver or trustee for all or substantially all the assets of Tenant or any guarantor of Tenant's obligations and such receivership shall not have been terminated or stayed within the time permitted by law;

10.01-7 The attachment, execution or other judicial seizure of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

10.02 Remedies in Event of Default

Upon the occurrence of any event of default, Landlord shall have the option to do any one or more of the following without any notice or demand, in addition to and not in limitation of any other remedy permitted by law or this Lease:

10.02-1 To the extent allowed by law, enter upon and take possession of the Premises without terminating this Lease and without being liable to prosecution or any claim for damages. Landlord may relet all or any portion of the Premises for such term and upon such terms as are reasonable, and receive the rent, plus all costs of reletting the Premises and any deficiency arising by reason of such reletting. Upon regaining possession the Landlord shall have a duty to take reasonable and prompt efforts to mitigate damages and to relet the Premises and landlord's failure to do shall release Tenant's liability for rent or damages. If Landlord elects to enter and relet the Premises the Landlord may at any time thereafter elect to terminate this Lease for Tenant's default. If Landlord takes possession of the Premises, Landlord shall have the right to rent any other available space in the Building before reletting or attempting to relet the Premises.

10.02-2 Landlord may do whatever Tenant is obliged to do by the provisions of this Lease any may enter the Premises without being liable to prosecution or claim for damages in order to accomplish this purpose. Tenant agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in complying with the terms of this Lease on behalf of Tenant. Tenant agrees that Landlord shall not be liable for any damages to Tenant from such action, whether caused by negligence of Landlord or otherwise. Tenant shall reimburse Landlord for any reasonable attorney's fees and costs associated with Tenant's default of the Lease.

SECTION XI. MISCELLANEOUS PROVISIONS

11.01 Waiver

Failure of Landlord to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or option but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach of any of the terms, covenants or conditions of this Lease to be kept or performed by Tenant shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord.

11.02 Holding Over

If Tenant shall continue to occupy the Premises after expiration or sooner termination of this Lease by Landlord for cause, Tenant shall pay as liquidated damages for each month of continued occupancy, an amount equal to one and one-quarter times the rent being paid for the month the Lease expires or is so terminated. No receipt of money by Landlord from Tenant after expiration or termination of this Lease shall reinstate or extend this Lease or affect any prior notice of Landlord or Tenant.

11.03 Removal of Property

If Tenant shall fail to remove any of its property of any nature from the Premises of Building in or within Ten (10) Days after the termination of this Lease or when Landlord has the right of re-entry, landlord may, at its option immediately remove and store said property without liability for loss or damage, such storage to be for the account and at the expense of Tenant. In the event that Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty days or more, Landlord may, at its option, sell, or permit to be sold, any and all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sale, first to the cost and expense of such sale, including reasonable attorney's fees actually incurred; second to the payment of the cost for storing such property; third to the payment of any other money which may then be or thereafter become due Landlord from Tenant under any of the terms of this Lease; and fourth, the balance, if any to Tenant.

11.04 Notices

All notices under this Lease shall be in writing and delivered in person or sent by prepaid registered

or certified mail to Landlord at the same place to which rent payments are made, and to the Tenant at the Premises, or such addresses as hereafter may be designated by either party in writing. Notices mailed shall be deemed given on the date of mailing.

11.05 Building Name

Landlord reserves the right at any time and from time to time to change the name by which the Building is designated.

11.06 Brokerage Commissions

Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease, and Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges claimed by or awarded to any broker or agent with respect to this Lease.

11.07 Entire Agreement: Captions

Tenant acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as may be expressly set forth in this Lease, and it is agreed by Landlord and Tenant that no amendment or modification of this Lease shall be valid or binding unless in writing executed by Landlord and Tenant. No provision of this Lease shall be altered, waived, amended or extended except in writing executed by Landlord and Tenant. The paragraph headings contained in this Lease are for convenience only and shall in no way enlarge or limit the scope or meaning of the provisions of this Lease.

The Cover Page of the Lease attached hereto is incorporated herein as part of said Lease.

Signed as a sealed instrument this 9th day of January, 2025.

LANDLORD
Tonghua, LLC

TENANT
Lin Mamas Food, Inc.



Chuang Tong, Manager



Chuang Tong, President/Treasurer



Town of Truro

Board of Health

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 131 Fax: 508-349-5508

Email: lbudnick@truro-ma.gov or nrichey@truro-ma.gov

APPLICATION FOR FOOD SERVICE – COMMON VICTUALER

Name of Business: Lin Mamas Food Inc.

☒ New ☐ Renewal/No Changes (Skip to Section 3)

Section 1 – License Type

Type of License: ☐ Food Service ☒ Common Victualer (\$50)

Type of Food Service Establishment:

- ☒ Food Service (restaurant or take out)/ \$75 ☐ Catering/ \$50
☐ Retail Food (commercially prepared foods)/\$15 ☐ Manufacturer of Ice Cream/Frozen Dessert / \$10
☐ Residential Kitchen \$25 ☐ Bakery \$10
☐ Bed & Breakfast w/Continental Breakfast

Section 2 – Business/Owner/Manger Information

Federal Employers Identification Number (FEIN/SS) [REDACTED]

Business Name: Lin Mamas Food Inc. d/b/a Kung Fu Dumplings

Owner Name: Chuang Tong & Feng Lin Email Address: [REDACTED]

Mailing Address: 27 Quaker Lane, Harwich, MA 02645 [REDACTED]

Phone No [REDACTED]

Section 3 – Business Operation Details

Number of Seats: Inside: 19 Outside: 0 Number of Employees: 2

Length of Permit: ☒ Annual ☐ Seasonal Operation

Hours of Operation: 11 To 11

Days Closed Excluding Holidays: _____

If Seasonal: Approximate Dates of Operation: ____/____/____ To ____/____/____

Person Directly Responsible for Daily Operations: (Owner, Person in Charge, Supervisor, Manager)

Name: same as above Email Address: _____

Mailing Address: _____

Phone No: _____ 24 Hour Emergency: _____

Certified Food Manager(s) (attach copy): (at least 1 full-time equivalent PER SHIFT required)

Feng Lin

Chuang Tong

Allergen Awareness Certification (attach copy):

Feng Lin

Chuang Tong

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:

N/A

Section 4 - Attestation

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 food service establishment as specified under § 8-402.11. I affirm that the food establishment 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:

Feng Lin

Date:

1/9/2025

Application Checklist:

☒ **Food Service Permit Application**

☐ **Smoke Detector/Fire Protection Certification**

☒ **Workers Compensation Affidavit/Certificate of Insurance**

☐ **Copy of Inspection of Kitchen Equipment: Commercial Hood and Ventilation System Report**

☐ **Copy of Service report of mechanical washing equipment (Dishwasher)**

☒ **Copy of ServSafe Certification and Allergy Awareness**

☐ **Copy of Choke Saver (for food service establishment w/seating capacity of 25 or more)**

FOR HEALTH DEPARTMENT USE ONLY

Comments: _____

Review by _____

Date _____



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

REAL TIME DEPARTMENT
COMMUNICATIONS
JAN 15 2025
RECEIVED BY

BUSINESS NAME: FARMAID FOOD, INC/ RESIDENTIAL UNITS

OWNER/MANAGER: Katie Reed

ADDRESS: 8 HIGHLAND ROAD N. TRURO, MA 02652

PHONE #: [REDACTED] NUMBER OF UNITS: ONE COMMERCIAL
4 RESIDENTIAL

CONTACT PERSON: Katie Reed

ADDRESS: 8 HIGHLAND ROAD N. TRURO, MA 02652

TESTING COMPANY: Carlos Silva Electrician

TESTING ELECTRICIAN/TECHNICIAN: Carlos Silva

COMPANY PHONE #: 508 487 6218 HOME PHONE #: _____

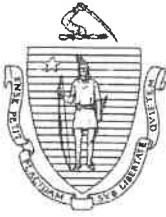
LICENSE #: E38932

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: 1/9/25 BY: Carlos A Silva
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.**



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: Lin Mamas Food Inc. d/b/a Kung Fu Dumplings

Address: 8 Highland Road, Unit E

City/State/Zip: Truro

Phone #: 02652

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: The Hartford

Insurer's Address: 690 Asylum Avenue

City/State/Zip: Hartford, CT 06155

Policy # or Self-ins. Lic. # 08WEE0M9YHU Expiration Date: 2/2/2026

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: Feng Lin

Date: 1/9/2025

Phone #: _____

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 #: _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an **employee** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An **employer** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that **"every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."** Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street
Boston, MA 02114-2017
Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia



LINMAMA-01

JLOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2025

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

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

PRODUCER Kaplansky Insurance PO Box 267 154 Shore Rd North Truro, MA 02652	CONTACT NAME:	
	PHONE (A/C, No, Ext): (508) 487-6060	FAX (A/C, No): (508) 487-2040
INSURED Lin Mamas Food, Inc. 27 Quaker Lane Harwich, MA 02645	E-MAIL ADDRESS: info@kaplansky.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ategrity Specialty Insurance Co	
	INSURER B: The Hartford	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
19862		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			01-C-PK-P20129898-0	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			08WECBM9YHU	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	LIQUOR LIABILITY			01-C-PK-P20129898-0	2/1/2025	2/1/2026	EACH OCCURRENCE 1,000,000
							AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Restaurant: 8 Highland Rd. Unit E, North Truro, MA 02652

CERTIFICATE HOLDER

CANCELLATION

Licensing Authority
For Informational
Purposes Only

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

AUTHORIZED REPRESENTATIVE

View All Products

Marka

Enlarged Preview

Welcome, chuan

< BACK TO ORDERS



View Larger Image

HOMEMADE DUMPLINGS

come with homemade dumpling sauce

	Steamed	Fan fried
1.Pork , Cabbage & Ginger (6)	\$9.50	\$10.50
2.Beef, Carrots & Onion (6)	\$9.50	\$10.50
3.Chicken ,Shitake Mushrooms & Onion(6)	\$9.50	\$10.50
4.Shrimp, Chinese Chives & Eggs (6)	\$10	\$11
5.Tofu ,Brussels Sprouts & Rice Noodle (6)	\$9.50	\$10.50
6. Pork ,Scallion & Ginger(only steamed) (6)	\$10	
7.Dim Sum Shrimp (only steamed)(6)	\$10	
8.Fried Chocolate Dumplings (Nuts) (6)	\$9.50	

9.Barbecue Pork Bun(3)	\$11.50
10.Steamed custard bun (3)	\$11.50

LO MEIN (NOODLES)

26.Vegetable Lo Mein	\$11.50
27.Chicken Lo Mein	\$12.75
28.Roasted Pork Lo Mein	\$13.75
29.Shrimp Lo Mein	\$13.75
30.Plain Lo Mein	\$10.75
31.Tofu Lo Mein	\$12.75

FRIED RICE WITH SOY SAUCE

32.Egg Fried Rice	\$11.75
33.Vegetable Fried Rice	\$11.50
34.Chicken Fried Rice	\$12.75
35.Roast Pork Fried Rice	\$13.75
36.Shrimp Fried Rice	\$13.75
37.Tofu Fried Rice	\$12.75

SOUP

31.Wonton Soup	Sm. \$7	Lg. \$13
32.Miso Soup	Sm. \$6	Lg. \$11
33.Udon Soup (32oz)	\$11	
(extra: chicken \$3 , roasted pork \$4 , tofu \$3 , boiled shrimps \$4 , tempura shrimps(2) \$4)		

DRINKS

Bubble Tea	\$7	Extra bobas	\$1.50
Can Water	\$2.50	Jasmine Hot Tea	\$3
Smart Water	\$4.50	LOGO Sticker	\$1.50
Bottle Soda	\$3	LOGO T-shirt	\$22



I HATE
DUMPLINGS
JUST KIDDING
CAN YOU IMAGINE?

APPETIZER

11.Crab Ragoons (6)	\$9.75
12.HomeMade Spring Roll(2)	\$7
13.Chicken Egg Roll (1)	\$4
14.Philly Cheese Steak Egg Roll (1)	\$5
15.Fried Tofu With Homemade Sauce(8)	\$10.50
16.Fried Chicken Tender (5)	\$13
17.Chicken Wings (10)	\$13.50
18.Tempura Shrimp (6)	\$13
19.Fried Bread Shrimp (6)	\$12
20.Sesame Pancake(1)	\$5.50
21.Scallion Pancake (1)	\$5.50
22.Carrot Seaweed Salad (8oz)	\$6.25
23.Kimchi(8oz)	\$6.25
24.White Rice	\$3
25.Fried Combo Platter	\$14.50
(chicken wing 2, bread shrimp 2, crab ragoon 2, spring roll 1, chicken tender 1)	

ENTREE

All Meals Come With White Rice

34.Chicken Teriyaki Meal & Cabbage	\$13.50
35.Roast Pork Meal & Cabbage	\$14.50
36.Shrimp Teriyaki Meal & Cabbage	\$14.50
37.Tofu Teriyaki Meal & Cabbage	\$14.50
38.Sweet & Sour Chicken Meal & Broccoli	\$14.50
39. Sweet & Sour Shrimp Meal	\$14.50
40.Sweet & Sour Tofu Meal	\$14.50
41.Chicken & Broccoli Meal	\$14
42.Shrimp & Broccoli Meal	\$14.50
43.Tofu & Broccoli Meal	\$14.50

44.Stir Fried Broccoli (without rice)	\$10
45.Stir Fried Mixed Veg(without rice)	\$10
(cabbage,carrots,broccoli)	

WE SELL FROZEN DUMPLINGS

*Please Inform Your Server If You Have Any
Food Allergies!

Featured Collections

Item 1 of 1

oved

This Item

ed on:

2024

shipment

CERTIFICATE

of

COMPLETION

FENG LIN

has successfully completed the required Allergen Awareness program for

Allergen Awareness

Date Completed:	2023-1-19	Valid through:	2026-1-19
Certificate Number:	1997342	Exam Form Number :	60



The Always Food Safe Company
899 Montreal Circle, St. Paul, 55102
www.alwaysfoodsafecompany.com



Nick Eastwood
President
The Always Food Safe Company

A handwritten signature in black ink, appearing to read 'Nick Eastwood', written over a horizontal line.

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: CHUANG TONG

Certificate Number: 7338310

Date of Completion: 9/20/2024

Date of Expiration: 9/20/2029



*The above-named person is hereby issued this certificate
for completing an allergen awareness training program
recognized by the Massachusetts Department of Public Health
in accordance with 105 CMR 590.009(G)(3)(a).*

This certificate will be valid for five (5) years from date of completion.

Issued By:



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.marestantassoc.org

NATIONAL
RESTAURANT
ASSOCIATION
800.765.2122
www.restaurant.org

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

CHUANG TONG

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the ANSI (American National Standards Institute) National Accreditation Board (ANAB)–Conference for Food Protection (CFP).

28249851

CERTIFICATE NUMBER

10883

EXAM FORM NUMBER

9/20/2024

DATE OF EXAMINATION

9/20/2029

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

A handwritten signature in black ink that reads "Sherman Brown".

Sherman Brown
Executive Vice President, Business Services



In accordance with Maritime Labour Convention 2006, Regulation A1.1.2.2 (Regulation 3.2, Standard A1.2.2).

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This document cannot be reproduced or altered.

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

Congratulations

You have successfully completed the ServSafe Alcohol Certification Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you are trained and are knowledgeable about how to serve alcohol responsibly.

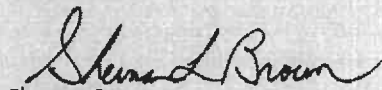
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

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

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

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

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 25130837
CARD # 26880060

ServSafe Alcohol® CERTIFICATE



FENG LIN

NAME

12/20/2024

DATE OF EXAMINATION

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

NOTE: You can access your score and certification information anytime at ServSafe.com

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at 1-800-551-7369 or info@servsafe.com

or

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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

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

Congratulations!

You have successfully completed the ServSafe Alcohol® Certification Program. This is your ServSafe Alcohol® Certification Card and provides confirmation that you have passed the exam and are knowledgeable about how to serve alcohol responsibly.

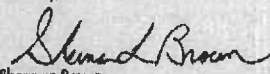
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By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

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

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

Sincerely,



Sherman Brown
Executive Vice President, National Restaurant Association Solutions

ServSafe
The National Restaurant Association's
Food Safety and Alcohol Training Program

ServSafe Alcohol® CERTIFICATE

EXAMINATION

NAME: _____
Last, First, Middle Initial

DATE OF EXAMINATION: _____
Month, Day, Year

Signature: _____
Sherman Brown, Executive Vice President, National Restaurant Association Solutions

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

NOTE: You can access your score and certification information anytime at ServSafe.com

If you have any questions regarding your certification, please contact the National Restaurant Association Service Center at ServSafe.com

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

NATIONAL
RESTAURANT
ASSOCIATION

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

FENG LIN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the ANSI (American National Standards Institute) National Accreditation Board (ANAB)-Conference for Food Protection (CFP).

26249062

CERTIFICATE NUMBER

10883

EXAM FORM NUMBER

9/20/2024

DATE OF EXAMINATION

9/20/2029

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

A handwritten signature in black ink that reads "Sheronda Brown".

Sheronda Brown
Executive Vice President, Business Services

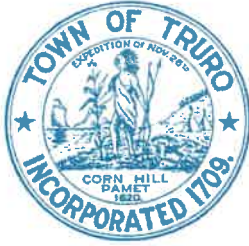


In accordance with Meeting Floor Convention 2006, Resolution ADM N 066-2013 (Regulation 2.2, Standard A3.5):

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This document cannot be reproduced or altered.

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

TAX STATUS REQUEST FOR LICENSING

Date 01.29.25

Request is coming from the Selectmen's Office X

Owner's Name Katherine Reed (now Chuang Tong and Feng Lin)

Business Name Kung Fu Dumplings (formerly Chequessett Choc.)

Business Address 8 Highland Rd. Unit E

Map and Parcel 36-89-E

Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.

O. Reynolds
Tax Collector's Signature

01.29.2025

Date



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Shellfish Department

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: February 11, 2025

ITEM: Public Hearing for the Renewal of a Five-Acre Shellfish Grant License in the Aquaculture Development Area-Douglas Grey-8 Blackfish Road.

EXPLANATION: The Public Hearing is for the renewal of the five-acre shellfish grant license in the Aquaculture Development Area for Douglas Grey of 8 Blackfish Road.

Mr. Grey requires Select Board approval for his five-acre shellfish grant license in the Aquaculture Development Area so that he can continue to work on his shellfish grant. Mr. Grey was licensed to use the grant in December 2022 for two growing seasons expiring on 13th of December 2024, following the second growing season.

The license now qualifies for a five (5) year lease. Mr. Grey is current with the propagation permit and fees and is in compliance with all rules and regulations.

The Truro Regulations for Aquaculture Licenses (p. 3, #10) allows for renewals to be made for five (5) year periods subsequent to the first-time license.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicant will not be authorized to conduct aquaculture operations at the site and may discourage future applicants.

SUGGESTED ACTION: *MOTION TO renew the five-acre Shellfish Aquaculture Grant License in the Aquaculture Development Area for Douglas Grey, for five (5) years ending Feb. 11, 2029.*

ATTACHMENTS:

1. Renewal Aquaculture Hearing Notice
2. Douglas Grey-Shellfish License Renewal Application, Current Aquaculture License and 2024 Annual Report, 2024 Propagation Permit
3. Aquaculture Regulations

SELECT BOARD

RENEWAL OF AQUACULTURE LICENSE

In accordance MGL Chapter 130 § 60 with an application filed on January 2, 2025 by Douglas Grey, 8 Blackfish Road, Truro, for Shellfish Aquaculture Grant, pursuant to the Regulations for Aquaculture Licenses, the Select Board will conduct a public hearing on **FEBRUARY 11, 2025 AT 5:00PM**. The renewal application is for ADA grants #6-#8 and #9 and #10 with the following coordinates and will be valid for five (5) years:

Grant #6 - #8 (3 Acres) Coordinates:

NW 42° 2' 54.54" N / 70° 8' 43.74" W;
NE 42° 2' 54.188" N / 70° 8' 42.16" W;
NW 42° 2' 53.863" N / 70° 8' 40.596" W;
NE 42° 2' 53.484" N / 70° 8' 39.024" W

Grant #9 & #10 (2 Acres) Coordinates:

NW 42° 2' 53.484" N / 70° 8' 39.024" W;
NE 42° 2' 53.132" N / 70° 8' 37.452" W;
NW 42° 2' 53.132" N / 70° 8' 37.452" W;
NE 42° 2' 52.78" N / 70° 8' 35.88" W
located in the Aquaculture Development Area.

Please join the meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/84720782445>

You can also dial in using your phone.
1-646-931-3860

Meeting ID: 847 2078 2445

Susan Areson, Chair
Select Board, Town of Truro

Published: Provincetown Independent,
January 30 and February 6, 2025



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

AQUACULTURE LICENSE RENEWAL APPLICATION

NAME OF APPLICANT: Douglas Grey

MAILING ADDRESS: 8 Blackfish Road Truro MA

TELEPHONE: 978-502-0775

EMAIL [REDACTED]

GRANT NUMBER/ SITE LOCATION: ADA Grant License Number: 2022: 06-10

SITE DEVELOPMENT: ATTACH TO THIS APPLICATION YOUR PLANS FOR DEVELOPMENT OF THE SITE OVER THE NEXT ONE, TWO AND THREE-YEAR TERMS. INCLUDE THE NUMBER OF RAFTS/RACKS/FLOATS, SIZE, CONSTRUCTION MATERIAL AND WORKING AREA IN SQUARE FEET OF THE AQUACULTURE SITE. YOUR PLAN SHALL INCLUDE SHELLFISH BY SPECIES, AMOUNT AND SIZES INTENDED TO INTRODUCE TO THE WATER AND/OR SUBSTRATUM.


SIGNATURE OF APPLICANT

12/27/2024

DATE



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

AQUACULTURE LICENSE

ADA Grant License Number: 2022: 06-10

We, the Truro Select Board in accordance with the provisions of Chapter 130 of the General Laws, and all other powers thereto enabling, do grant to Douglas Grey, 6 Blackfish Rd of Truro, Massachusetts, for the term of 2 years, beginning December 13, 2022 a license to plant, grow, cultivate and harvest shellfish at all times during the term of this license in and upon the flats and waters situated in Cape Cod Bay, on a certain parcel of land bounded and described as follows:

Grant #6 - #8 (3 Acres) Coordinates:

NW 42° 2' 54.54" N / 70° 8' 43.74" W;
NE 42° 2' 54.188 "N/ 70 °8' 42.16 " W;
NW 42° 2' 53.863" N/ 70° 8' 40.596 " W;
NE 42° 2' 53.484" N/ 70° 8' 39.024 " W

Grant #9 & #10 (2 Acres) Coordinates:

NW 42° 2' 53.484" N / 70° 8' 39.024" W;
NE 42° 2' 53.132 "N/ 70 °8' 37.452 " W;
NW 42° 2' 53.132" N/ 70° 8' 37.452 " W;
NE 42° 2' 52.78" N/ 70° 8' 35.88 " W

The above-described parcels contain an area of 5 acres, more or less, and is shown on a plan dated October 14, 2022

This license is granted under the provisions of MGL Chapter 130 and in accordance with the Aquaculture Regulations of the Town of Truro, which are made a part hereof by reference.

Ronan Rader
Michael
John X. ...
Anne ...
...

Select Board Members
Town of Truro

December 13, 2022
Approval Date
December 31, 2024
Expiration Date



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

ANNUAL AQUACULTURE LICENSE REPORT

GRANT HOLDER NAME: Douglas Grey

ADA GRANT LOCATION: ADA Grant License Number: 2022: 06-10 Grant 6-8, 9-10

Amount and kind planted: None

Amount and kind harvested: None

Amount and kind currently on site: None

Signature of Grant Holder *Doug Grey*

Date: 12/27/2024

RECEIVED
TOWN OF TRURO
12/27/2024



Commonwealth of Massachusetts
Division of Marine Fisheries

2024

SPECIAL PERMIT
SHELLFISH PROPAGATION

DOUGLAS R.S. GREY
8 BLACKFISH RD.
TRURO, MA 02666

Permit to possess naturally occurring seed shellfish, seed shellfish transplanted under previously issued permits and to transplant seed and/or adult shellfish from Division of Marine Fisheries approved sources at and to municipal propagation sites maintained under authority of Chapter 130, §§ 52 and 54 for cultivation of shellfish by coastal municipalities; or at other locations authorized by endorsements made part of this permit.

PERMIT #: 185672

ISSUED: 11-21-2023

EXPIRES: 12-31-2024

FTN: 332612

PERMIT HOLDER:

NAME:

DOUGLAS R.S. GREY

DOB:

PERMIT DETAILS:

CLASS: 3

TYPE: 1

CORPORATE NAME:

N/A

PRIMARY ADDRESS:

8 BLACKFISH RD.
TRURO, MA 02666

LOCATION OF PRIVATE PROPAGATION (AQUACULTURE) SITE(S):

TOWN	SHELLFISH GROWING AREA	LICENSE SITE #	TYPE	SPECIES
TRURO	CCB4 - PROVINCETOWN INNER HARBOR	ADA-6	FLOATING BAGS OR CAGES	OYSTER
TRURO	CCB4 - PROVINCETOWN INNER HARBOR	ADA-7	FLOATING BAGS OR CAGES	OYSTER
TRURO	CCB4 - PROVINCETOWN INNER HARBOR	ADA-8	FLOATING BAGS OR CAGES	OYSTER
TRURO	CCB4 - PROVINCETOWN INNER HARBOR	ADA-9	FLOATING BAGS OR CAGES	OYSTER
TRURO	CCB4 - PROVINCETOWN INNER HARBOR	ADA-10	FLOATING BAGS OR CAGES	OYSTER

PERMITTED ACTIVITIES:

ACTIVITY TYPE	ACTIVITY STATUS	TYPE	LOCATION	SPECIES	METHOD
INTERMEDIATE GROWOUT	NOT ALLOWED			N/A	
OFF-SITE CULLING	NOT ALLOWED	N/A	,	N/A	N/A
SEED SALES	NOT ALLOWED	N/A			N/A
OVERWINTERING	NOT ALLOWED	N/A	, ,		
SPAT COLLECTION	NOT ALLOWED	N/A	OFF-SITE	N/A	

Maura Healey, Governor
Commonwealth of Massachusetts

Rebecca L. Tepper, Secretary
Executive Office of Environmental Affairs

Thomas K. O'Shea, Commissioner
Department of Fish and Game



Commonwealth of Massachusetts
Division of Marine Fisheries

2024

**SPECIAL PERMIT
SHELLFISH PROPAGATION**

INDIVIDUALS AUTHORIZED TO MOVE PRODUCT OFF LICENSE SITE FOR CULLING, OVERWINTERING & TRANSPORT TO WHOLESALE DEALER:

NUMBER	AUTHORIZED WORKER
1	

SPECIAL CONDITIONS:

NONE

Signature: _____

You must carry your permit while engaged in the activity
that this permit authorizes.

DIRECTOR:

Daniel J. McKiernan

Daniel J. McKiernan

Information

- 1) Report all violations to the Massachusetts Environmental Police at 1-800-632-8075
- 2) For more information, please contact DMF at 508-990-2860 and request to speak with the Aquaculture Program.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

REGULATIONS FOR COMMERCIAL AQUACULTURE LICENSES

Adopted by the Select Board March 20, 2012

with amendments through May 22, 2013; April 8, 2014; July 14, 2015; August 28, 2024

GENERAL

The following regulations are promulgated in compliance with MGL Ch 130 ss 57-68 for the establishment of Commercial Aquaculture License Sites within the boundaries of the Town of Truro. These regulations are in addition to other shellfish regulations approved by the Select Board. Compliance with relevant statutes and regulations will ensure the orderly and successful implementation of the policies established by the Board in conjunction with the Massachusetts Division of Marine Fisheries (Division).

1. Commercial Aquaculture licenses may be awarded to Truro residents who can show to the satisfaction of the licensing authority that they have been a bona fide domiciled resident of the Town of Truro.
2. Applicants desiring a license shall be required to complete and submit all information required on the Town's approved application form.
3. License applications shall be considered on a first-come, first-served basis within the limitations of acceptable and available areas. The Shellfish Constable¹ shall make recommendations to the Shellfish Advisory Committee on those areas. The Select Board may issue a moratorium on license approvals at any time this action is deemed appropriate and in the best interest of the town.
4. Licenses approved shall be subject to certification by the Massachusetts Division of Marine Fisheries in compliance with Chapter 130 of MGL and 322 CMR 15.04 and be licensed by the Army Corps of Engineers in compliance with Section 404 of the Clean Water Act.
5. When the Aquaculture Development Area (ADA) Grants are all allocated to license holders, a Waiting List will be established. The order of the list shall be determined by the date of acceptance of complete applications submitted to the Shellfish Constable.

¹ 'Shellfish Constable' referenced herein is position responsible for Shellfish Constable responsibilities, which may be titled 'Harbor Master/Shellfish Constable' or the similar."

Interested parties must complete the Commercial Aquaculture License Application and pay the \$10.00 application fee in order to be considered and placed on the ADA Waiting List. As grant space becomes available, the Shellfish Constable will notify the individual(s) on the Waiting List in sequential order. If an individual elects to not accept the opportunity to obtain a Licensed Grant in the ADA, for whatever reason, they may elect to retain their order on the Waiting List and give the next individual on the Waiting List the current License.

All individuals who wish to remain on the Waiting List must pay the required annual fee of \$10.00 no later than January 1st of each calendar year in order remain on the Waiting List for the next year. (IE: Pay \$10.00 on Dec 28th, 2015, for the 2016 calendar year Waiting List)

APPLICATION

Applications for Commercial Aquaculture licenses shall be submitted on the Town's Application for Shellfish License form. Each application shall include, but not be limited to, the following items, as required by the Massachusetts Division of Marine Fisheries:

1. Detailed site plan including latitude and longitude of corners (meters & bounds)
2. Geophysical site characteristics
3. Benthic habitat conditions
4. Proposed species, quantities and densities
5. Proposed physical structures (all attendant gear & anchoring systems)
6. Proposed method and details of access to the site
7. Evidence of Municipal Wetlands permit or determination of non-applicability
8. Evidence of application for Corps of Engineers, Section 404 Permit or Programmatic General Permit

6. For the license application within the designated Aquaculture Development Area (ADA) designated by the Select Board, the application shall provide the exact location of the individual one-acre site or sites and acreage which is requested.

After consultation with the Shellfish Advisory Committee, the Shellfish Constable may recommend a different size grant than that for which an applicant has applied depending on the Shellfish Constable's assessment of the applicant's experience, resources, available time to farm and his/her best estimate of the overall demand for the sites. License sites will require approval from the Board of Selectmen.

7. Following receipt of the acceptable and complete license application, the Select Board shall establish a public hearing date. At least fourteen (14) days prior to the hearing the Board shall take necessary action to publish a legal notice before the hearing in a newspaper with local distribution. In addition, a hearing notice shall be posted at the Town Hall and two other places in Truro.

8. The license permit application may be subject to review by the Shellfish Constable , the Shellfish Advisory Committee and by the Truro Conservation Commission,

9. The Select Board shall hold a public hearing and either approve, conditionally approve or deny the License.

A. If the license site has been inactive for a period of more than two years the Shellfish Constable shall make an inspection of the license area together with the Massachusetts Division of Marine Fisheries which shall prepare a written report on the standing shellfish within the license area in order to determine productivity of the site.

B. If the license is approved, the Select Board shall issue a license permit and license number in accordance with established regulations. Final location of the licensed area is subject to decision by the Select Board.

10. In the event that an applicant is approved for a license, the initial license term will be for two (2) years. License renewals, following the initial two (2) year term, may be requested for a period of up to five (5) years.

The License Holder must be in good standing with and shall comply with all Federal, State and Town regulations while holding the license. The License Holder shall provide information related to activity on the license site, at least annually.

In order to be reviewed and considered for renewal, the License Holder must have complied with all of the following four items:

- a) All Town fees paid in full
- b) Compliance Bond must be current and in full force
- c) Evidence of Propagation Permit from DMF
- d) Compliance with Annual Activity Report Submission

If the License Holder fails to comply with any or all of the items listed above, the license renewal will not be recommended by the Shellfish Advisory Committee or Shellfish Constable. All License Holder renewals shall be subject to review and approval by the Shellfish Advisory Committee and endorsed by the Shellfish Constable prior to final presentation, review and potential approval by the Select Board.

11. Annual reporting shall be completed on forms provided by the Shellfish Constable to each license holder on or before December 31 of each year for the previous year's effort. Within thirty (30) days, the Shellfish Constable shall review the license report submitted by the License Holders and submit a copy of said report to the Select Board . The License Holder shall produce documents at the request of the Shellfish Constable showing shellfish purchase and sales slips.

12. Each license shall be reviewed annually by the Select Board and the Shellfish Constable involving a review of the license holder's yearly production report. If it cannot be shown by the license holder that a reasonable amount of shellfish has been produced on the license area during the preceding year the license may be revoked by the Select Board. As a minimum for the purposes stated a reasonable amount shall not be less than the statutory requirements as set forth by Section 65 of MGL Chapter 130. Applicant shall be responsible for state reports.

REQUIREMENTS

13. Licenses may be transferred or sublet with prior approval and endorsement by the Shellfish Advisory Committee and Shellfish Constable with final approval from the Select Board; the license shall be exercised by the License Holder, immediate family and/or employees; exceptions may be permitted for reasons of hardship. Employees of the License Holder must be added to the License Holders permit with the Massachusetts Division of Marine Fisheries. The Shellfish Constable must also be notified.

14. It is the responsibility of the License Holder to comply with all relevant sections of the General Laws; Massachusetts Division of Marine Fisheries regulations and the Department of Public Health regulations regarding handling transport and sale of shellfish grown on the licensed site including permits for possession of seed and sale and processing as described in 105 CMR 533 and 322 CMR 15.

15. With the exception of the Shellfish Constable, it shall be unlawful for the License Holder to take seed shellfish from any waterway in the Town of Truro without written permission from the Select Board.

16. It shall be unlawful for any License Holder to transfer to or from the licensed site any contaminated shellfish. Any shellfish transferred to a licensed site must come from the hatcheries certified and approved by the Division of Marine Fisheries as disease- free.

17. The Town of Truro Shellfish Constable shall be notified prior to any transfer of seed or shellfish, stating the location and name of the company from which the seed or shellfish are purchased, the date of the transfer and proof of certification.

18. The Town of Truro reserves the right to obtain samples of any shellfish from the licensed area for the purpose of disease testing by a certified laboratory or company.

19. The Shellfish Constable shall have authority to inspect the licensed area including the contents of all boxes or other containers at any time.

20. The License Holder shall assume liability for all gear used in shellfish farming, such as but not limited to cages, racks, vexar bags, zip-ties etc. If any such gears/items are moved by a storm or other event to a location off the licensed site, it shall be the responsibility of the License Holder to remove it. If within three weeks the License Holder has not complied with this requirement, the Town, through the Shellfish Constable may cause such gear/items. to be

removed and may bill the License Holder. For purposes of identification all gear used by the individual license holder shall bear the Truro Aquaculture license site number. When a license is discontinued or terminated for any reason, the license holder shall be required to remove all gear/items from the waters and substratum within thirty (30) days of the license expiration date. Any and all equipment not removed within thirty (30) days may be recovered by the Town through the Shellfish Constable at the License Holder's expense.

21. License Holder is responsible for maintaining gear/items within the boundaries of their grant at all times. Failure to do so should be reported to the Shellfish Constable who will take appropriate corrective action(s).

22. Inasmuch as this ADA lies within a Critical Habitat area for marine mammals all floating gear which is affixed to the bottom shall be in compliance with the provisions and requirements of the Massachusetts Division of Marine Fisheries. This shall include marker buoys, and their attachment lines. The License Holder shall be in compliance with any Department of Marine Fisheries or NOAA Regulations promulgated in the future to further the goals of the Federal Marine Mammal Protection Act.

23. For the purpose of retrieving fixed gear from the ocean floor during periods when the Massachusetts Division of Marine Fisheries regulates the use of vertical lines aimed at protecting endangered species, License Holders may have one vertical line per acre, with a 600 lbs. breakaway link or ROABS (ropes of appropriate breaking strength per ALWTRP) attached to shellfish cages, bags or containers at the shallowest depth of the lease for the purposes of retrieving marketable product and/or managing their farm.

24. An area of twenty-five (25) feet inside the perimeter of the license site abutting another site shall remain unobstructed for passage of other License Holders.

25. Should license boundary disputes arise among license holders, they shall first take their dispute to the Shellfish Constable for resolution. Should this prove unresolved, the Select Board may require an engineered survey of the licensed areas in question. Such survey would be performed at the License Holder's expense.

26. No persons, other than Licenses Holders, may moor a vessel within twenty-five (25) feet, at rest, of a licensed grant site area.

FEES

27. In the event that the applicant is required to present at a public hearing, a fee will be charged. Payment of such fee is due at the time the application is submitted to the Select Board. The fee will be consistent with whatever the currently established public hearing fee is at the time.

28. A fee of \$25 per acre or part thereof shall be payable at the time of license approval. An annual license fee of \$25.00 per acre shall be paid by the license holder, payable on or before January 1st of each year thereafter. If the fee is not paid within 6 months after it is due, the license shall be deemed forfeited and may be revoked.

29. The license holder shall post a Compliance Bond for the licensed area or part thereof to ensure compliance with these regulations. The bond amount shall be \$10,000.00 for licensed areas ranging from one to five acres. In the event a license holder has a licensed area in excess of five acres; the bond amount shall be increased to \$20,000.00. The license holder shall provide the Town of Truro a fully executed Surety Rider naming the Town as the Obligee.

Submitted for consideration by Truro Shellfish Advisory Committee, February 21, 2012. Went into effect March 20, 2012; amended May 22, 2013; amended April 8th, 2014; amended July 14, 2015; amended August 28, 2024



Susan Areson, Chair



Nancy Medoff, Clerk




Stephanie Rein

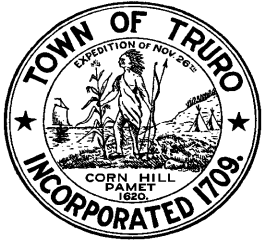
Town of Truro



Robert Weinstein, Vice-Chair



Susan Girard-Irwin



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Susan Areson, Select Board Chair

REQUESTED MEETING DATE: February 11, 2025

ITEM: Interview and Possible Appointment to the Energy Committee-Paul Holt

EXPLANATION: The Energy Committee currently has three alternate vacancies available. (The Charge lists 5 full members and 3 alternate members). Mr. Holt has submitted an application to serve.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Energy Committee will continue to have vacant positions which could affect voting if a quorum is not present.

SUGGESTED ACTION: *Motion to Appoint Paul Holt to the Energy Committee to fill an alternate position which will expire June 30, 2025.*

ATTACHMENTS:

1. Application to Serve-Paul Holt

Application to Serve on a Board or Committee

Agenda Item: 4A1

Applicant Information

Last Name	Holt
First Name	Paul
Middle Initial	S
Email Address	
Phone Number	
Address (Street)	113 Castle Rd,
Address (City)	Truro
Address (State)	MA
Address (Zip Code)	02666
Mailing Address (Please indicate box number and zip code)	PO Box 584

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?

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

I was a board member of Green Newton in Newton MA for many years. I am also the president of the Newton Community Farm board of directors. I will be stepping down as president in May. I have been a champion of encouraging people to use renewable energy for the past 15 years. My home in Truro uses heat pumps for heat, induction stove top and has an electric charger for my plug in Prius.

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:

Recycling
Climate Action

Experience

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

I am currently the President of the Board of the Newton Community Farm.
I am also a Trustee of the Newton Public Library
I was a board Member of Green Newton

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 CEO of my Company called GroupComm Systems for 15 years and when se sold the company we had over 60 employees. After selling the business I work for the new owners for 3 years and then left do become a professional fund raiser for 9 years before retiring. I worked for Northeastern University , American Red Cross and Big Brother and Big Sister.

Signature

Paul Holt

Date

01/01/2025



Agenda Item: 5A

TOWN OF TRURO

Select Board Agenda Item

BOARD/COMMITTEE/COMMISSION: Ad Hoc Walsh Property Advisory Committee

REQUESTOR: Jeff Fischer, Ad Hoc Walsh Property Advisory Committee Chair

REQUESTED MEETING DATE: February 11, 2025

ITEM: Ad Hoc Walsh Property Advisory Committee Quarterly Report to the Select Board

EXPLANATION: The Ad Hoc Walsh Property Advisory Committee charge requires a quarterly report to the Select Board. The Chair will provide an update and seek guidance on how the town might support outreach and/or other services requested by the committee.

FINANCIAL SOURCE (IF APPLICABLE): TBD

IMPACT IF NOT APPROVED: NONE

SUGGESTED ACTION: *Discussion Only*

ATTACHMENTS: NONE

Talking Points for updating Select Board (for review)

Committee Charge: Committee spent considerable time discussing their role as outlined in the charge with Town Staff. Committee charges include: 1) Ensuring Walsh Committee Recommendations are implemented; 2) Communicating with the public, town staff, and the Select Board; and 3) participating in RFP evaluations. For implementation, the committee will work with town staff to provide detail needed for each phase of development for housing, recreation, and other uses. We will also work to ensure any RFP developed addresses the recommendations of the previous Walsh Committee. For communication, the committee will conduct outreach and engagement to keep the community informed on progress and receive feedback. We will work with the Housing Authority and other committees to insure housing and other proposed developments meet current needs and regulatory requirements. And we will provide quarterly progress reports to Select Board.

Progress: The committee held nine meetings between September and December 2024. Initial discussions focused on refining our scope of work and developing an understanding of the steps needed to put together Request for Proposals (RFP) for developing the property. The committee worked with town staff to review tasks and define roles for the committee on those tasks. The committee will work on a detailed housing plan and town staff will take the lead on infrastructure for the site. The committee has met with the Zoning Task Force to discuss plans for an Overlay District on the Walsh Property which will allow for denser housing on the property than is currently allowed. This will ensure zoning for the property is compatible with the Walsh Property Recommendations. A communication plan was discussed that will allow the public to track progress towards developing an RFP, and provide feedback to the committee.

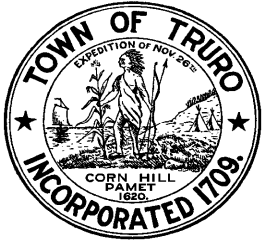
Moving Forward: Work in 2025 will focus on planning for the initial phase of development on the property, presenting that information to the community, and receiving their feedback. Initially the committee will focus on developing a detailed housing plan for the site, then break this down into a smaller phase 1 recommendation. The committee will then discuss recreation and mixed use. Town staff will continue to work on infrastructure (roads, drinking water, wastewater, and such) and financing. The committee will review these plans and provide input. Throughout 2025 the committee will communicate with the public and collect feedback to improve the plan. We will work with town staff to develop an improved website so it is easier for the public to find information and provide feedback.

Funding for Technical Assistance and Outreach: Due to complex nature of this work the committee will need the assistance of a consultant with skills in planning housing that will best meet needs of Truro residents including seniors, singles, families, artists, public employees, seasonal workers, and such. This will help ensure that any RFP will be of interest to a wide range of developers. For outreach, the committee anticipates a need for assistance at events to keep the community informed of progress. This could include a facilitator at public meetings, publicity with display ads and posters, help with social media announcements, and amenities at the six to eight community meetings anticipated (food and handouts).

Need for Specifics on Water: The committee must have specific information on water availability. As we currently understand constraints on water access may limit development in Phase 1 to about 40 units, or less. The Walsh Report recommended developing 50 to 80 units in each phase. The Select Board is urged to continue negotiations with Provincetown to include additional water for Phase 1, and to ensure there is a plan to supply adequate water for future phases of development that contain more than 40 units.

Miswording in Walsh Warrant: On the warrant, the 7 acres for the school (R9) were incorrectly included under the subheading describing uses for the 28.5 acres designated for housing. It is clear from the Walsh Report text (p. 22) and figure 5 (p. 4) that this area is undeveloped land outside the 28.5 acres. This may require Select Board action to correct.

Final Thoughts: The Walsh Committee understands the Town is taking the lead, or contracting with consultants with professional expertise, to provide for the multiple, complex infrastructure projects necessary at Walsh before any actual housing construction can proceed. These infrastructure projects include adequate water supply and water pressure, roads, wastewater system, electrical, phone and cable installations, traffic studies, landscape planning, required zoning changes, information from developers, and possible funding sources. WPAC will review all infrastructure plans and provide input, but without firm plans for water supply, and other utilities, no RFP for housing can be finalized.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Alex Marini Lessin, Finance Director

REQUESTED MEETING DATE: February 11, 2025

ITEM: Preliminary Draft FY2026 Budget and Capital Improvement Plan and Forwarding of Recommendations to the Finance Committee.

A quorum of the Finance Committee may be present for this agenda item

EXPLANATION:

The eighth and last regularly scheduled meeting of the Budget Task Force will have been held on the morning of February 11, 2025. Tonight, staff will provide a brief review of the preliminary FY2026 budget and Capital Improvement Plan, which are included in this budget packet. As outlined in the Town Charter, the Select Board shall forward any recommendations on the budget and Capital Improvement Plan to the Finance Committee by February 21st.

Recommendations from the Budget Task Force have been included in this budget prepared for this evening and the motion forwarding the recommendations will serve as the completion of the official work of the Budget Task Force. (Staff notes that tonight's vote is not to recommend the budget in its current form, but to forward to the Finance Committee as per the Charter).

The appointed Select Board members of the task force were Chair Areson and Clerk Medoff. Eight task force meetings were held, reviewing all departmental and non-departmental budgets, beginning December 3rd. Recordings of those meetings can be found on TruroTV and further details of the budget can be found on Truro's ClearGov website: <https://town-truro-ma-budget-book.cleargov.com/18922/>

The final steps in the FY2026 budget process will occur over the next nine weeks, which

includes finalization of a final draft budget; discussions of the budget with both the Finance Committee and the Select Board; and final budget presentations to both the Finance Committee and Select Board. Both bodies will then vote to recommend budget articles. Prior to Town Meeting, a Finance Committee public hearing to be held in accordance with Charter 7-1-4 and 7-2-5.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Budget and Capital Improvement Plan will not be forwarded to the Finance Committee according to the Town Charter.

SUGGESTED ACTION: *MOTION TO forward the preliminary FY2026 budget and FY2026 Capital Improvement Plan to the Finance Committee in accordance with Town Charter Chapter 7.*

ATTACHMENTS:

- 1) Preliminary FY2026 Simple Budget
- 2) Updated Capital Improvement Plan

Please also reference: <https://town-truro-ma-budget-book.cleargov.com/18922/>

Updated Draft FY2026 Simple Budget - SUBMITTED TO SELECT BOARD 02/11/2025

#	DEPARTMENT	2025 Adopted Budget	2026 Proposed Budget	\$ Difference	Notes	Category	Total '25 Adopted	Total '26 Proposed	\$ Variance	% Variance
0114	Moderator	1,145	1,260	115						
0122	Select Board	391,845	398,345	6,500						
0129	Town Manager	839,652	943,155	103,503						
0131	Finance Committee	500	500	-						
0132	Reserve Fund	100,000	100,000	-						
0133	Operating Capital Account (CIP)	581,000	597,897	16,897						
0135	Accounting	228,336	231,929	3,594						
0141	Assessing	265,060	279,798	14,738						
0145	Finance Director: Treasurer/Collector	345,471	359,775	14,304						
0151	Legal Counsel	169,607	176,400	6,793						
0152	Vacation/Sick Leave Wages	20,000	20,000	-						
0153	Pending Salary/Wage Adjustments/ Buy-outs/Vac_Sick Leave:	157,000	504,690	347,690	See footnote (1)					
0154	COLA: Post transfer balance (2)	109,113	-	(109,113)	See footnote (2)					
0155	IT	513,007	535,396	22,389						
0161	Town Clerk	236,892	236,677	(215)						
0162	Elections / Registrars	20,850	16,000	(4,850)						
0168	Cable TV and Internet Advisory Committee	118,083	99,503	(18,580)						
0175	Planning Department	244,175	252,070	7,895						
0192	Town Hall Operations	93,650	91,400	(2,250)						
0195	Annual Town Report/ATM Warrant printing	81,000	81,000	-						
0197	Allocated Communications Account	33,570	35,320	1,750						
0198	Allocated Energy Account	209,800	209,800	-						
0199	Municipal Postage	15,555	15,555	-		Total General Government	4,775,311	5,186,470	411,160	8.61%
0210	Police	2,540,313	2,659,429	119,116						
0219	Parking Magistrate	5,826	5,826	-						
0220	Fire / Rescue / EMS	2,609,527	2,686,899	77,372						
0231	Lower Cape Ambulance Assoc	-	-	-						
0232	Cape & Islands EMS System	5,274	5,274	-						
0241	Building / Inspections Department	128,113	140,620	12,507						
0291	TEMA	17,425	17,425	-		Total Public Safety	5,306,478	5,515,473	208,995	3.94%
0300	Public Education Budgets	6,080,872	6,162,131	81,259						
0316	CCRTHS Assessment	316,513	235,180	(81,333)		Total Education	6,397,385	6,397,311	-74	0.00%
0400	Public Works Highway Operations	964,472	1,068,537	104,065						
0423	Snow Removal	25,000	25,000	-						
0424	Street Lights	1,200	1,200	-						
0430	Transfer Station	651,481	614,668	(36,813)						
0470	Public Building Maintenance	505,080	520,935	15,855						
	DPW Total	2,147,233	2,230,340	83,107						
0491	Town Cemeteries	31,000	31,000	-						
0492	Soldiers & Sailors Lots	3,000	4,000	1,000						
0499	CC Greenhead Fly Control District	1,753	1,798	45		Total Public Works	2,182,986	2,267,138	84,152	3.85%
0510	Human Service Providers	51,700	53,700	2,000						
0511	Health & Conservation Department	487,192	563,342	76,150						
0543	Veteran's Services	39,234	37,413	(1,821)		Total Human Services	578,126	654,455	76,329	13.20%
0610	Library	554,525	589,798	35,273						
0635	Bicycle & Walkways Committee	2,000	-	(2,000)						
0661	Pamet Harbor/Shellfish Warden Operations	170,640	175,361	4,721						
0662	Pamet Harbor Dredge	104,199	106,799	2,600						
0680	Community Services (formerly Beach, Rec, COA)	1,262,579	1,346,881	84,302						

Updated Draft FY2026 Simple Budget - SUBMITTED TO SELECT BOARD 02/11/2025

#	DEPARTMENT	2025 Adopted Budget	2026 Proposed Budget	\$ Difference	Notes	Category	Total '25 Adopted	Total '26 Proposed	\$ Variance	% Variance
				-		Total Culture and Rec	2,093,943	2,218,840	124,896	5.96%
0710	Principal on Long Term Debt	480,000	500,000	20,000						
0751	Interest on Long Term Debt	336,175	314,725	(21,450)						
0752	Short Term Borrowing Interest	50,000	50,000	-		Total Debt	866,175	864,725	-1,450	-0.17%
	State Assessments	654,567	581,350	(73,217)		Total State Assessments	654,567	581,350	-73,217	-11.19%
0911	County Retirement Assessment	1,719,701	1,916,916	197,215						
0912	Workers Compensation	85,800	85,000	(800)						
0913	Unemployment Insurance	63,500	63,500	-						
0914	Group Health Insurance: Town Share	1,955,577	2,079,231	123,653						
0915	Group Life Insurance: Town Share	2,150	2,150	-						
0916	FICA: Town Share	180,271	209,086	28,815						
0945	Municipal Liability Insurances	257,950	283,745	25,795		Total Employee Benefits & Insurances	4,264,949	4,639,628	374,678	8.79%
				-						
	Grand Totals:	27,119,920	28,325,391	1,205,470			27,119,920	28,325,391	1,205,470	4.44%
							FY 2025	FY 2026	\$ Variance	% Variance

Footnotes

(1) Salary/Pending Wage Adjustments

For FY26, this appropriation is allocated for negotiations with collective bargaining units. Once collective bargaining agreements are executed, funds will be distributed to applicable departmental lines.

(2) COLA

COLA and wage reserves have been combined for collective bargaining purposes. At the execution of agreements and with the approval of the Select Board, the appropriations for COLA will be distributed to the various departmental budgets.

Budgets that are shaded yellow are subject to change due to outside agencies

PROJECTED CAPITAL NEEDS		Funding Proposals - 2.11.2025						Anticipated Budget Cycle			
Department:	Item or Project Descriptions:	FY '26	Grants	R & A	Cap Stab	Free Cash	Authorization /Reauth.	FY '27	FY '28	FY '29	FY '30
COA	Van Replacement Plug in or hybrid	60,000		60,000						65,000	
	Patio awning							110,000			
IT	Town wide cyber security technology updates	99,647		99,647							
	Annual Hardware replacement program	18,250		18,250				18,250	19,000	19,000	19,000
	Town wide camera and entryway update							250,000			
	Mini split replacement for I.T. Room							10,000		10,000	
Recreation & Beach	Car Replacement (Plug in or hybrid)	60,000		60,000							
	Design and construction - Snows Field House & Community Center office space	40,000		40,000							
	Snow's Field: General Improvements (playground, Pickleball court, grading, gate, parking lot)							115,000			
	Great Hollow Beach stairway engineering reconstruction and dune planting								10,000		
	Truck Replacement								60,000		
	Vehicle Replacement (UTV)										35,000
Police Department	2 SUV (funding is sufficient for hybrid if available)	130,000		130,000				132,000	134,000	136,000	138,000
	Media/Training room replacements/updates							15,000			20,000
	Taser replacement								40,000		
FIRE DEPARTMENT	Ambulance Rollingstock - Capital Stabilization fund allocation	75,000				75,000		75,000	75,000	75,000	75,000
	Replace Engine 485							750,000			
	Bunk room improvements							50,000			
	Turn out Gear							47,000			
	Replace Engine 483								750,000		
	Self Contained Breathing Apparatus								100,000		
	Explorer Replacement									90,000	
DEPARTMENT OF PUBLIC WORKS	Heavy Duty Equipment Trailer	50,000		50,000							
	Road Maintenance Program (every other year)	65,000		65,000					65,000		65,000
	MassDEP Required Environmental Monitoring & Maintenance - DPW Site 17 Town Hall Rd	200,000				200,000		200,000	200,000	200,000	200,000
	2 - 6 wheel dump Truck replacement Funded by Ch90 Grant							250,000		250,000	
	Old county Road Paving and drainage (Prince Valley to Depot only) Funded by Ch90 Grant							200,000	1,000,000		
	One ton Pick-up Truck with Plow							70,000		75,000	
	Machines & Trucks long term maintenance - loaders, skid steer excavators							50,000			30,000
	Loader replacement Funded by CH90 Grant								250,000		
	Lawn mower replacement (2)								30,000		
	Wood Chipper									50,000	
	Water buffalo (Disaster Prep) - need storage component									20,000	

PROJECTED CAPITAL NEEDS		Funding Proposals - 2.11.2025						Anticipated Budget Cycle			
Department:	Item or Project Descriptions:	FY '26	Grants	R & A	Cap Stab	Free Cash	Authorization /Reauth.	FY '27	FY '28	FY '29	FY '30
Public Building Maintenance	Town facility evaluation - architecture and engineering consulting services, (HVAC % Envelope)	200,000					200,000				
	Library & Town Hall condensing unit and air handler replacement							500,000			
	Community Center building envelope improvement							250,000			
	Town Hall & Library building envelope improvements								1,000,000		
	Community Center multi-purpose floor replacement								100,000		
	Library Main lobby Carpet and lower level carpet								100,000		
	Community Center Carpet Replacement								20,000		
	Community Center Boiler and HVAC control replacement									30,000	
	Building maintenance Van replacement plus conversion to Plow (pick up w/Cab)										75,000
	Community Center window replacement										200,000
	Floor Cleaning Machines										15,000
	Public Safety Facility septic system replacement										300,000
TRANSFER STATION	Open top roll off container	25,000		25,000.00							
	Closed top ejector trailer - Replace 2007 trailer							90,000		90,000	
	Transfer Station paving and repair								150,000		
	Compactor maintenance									100,000	
	Generator										50,000
TRURO CENTRAL SCHOOL	HVAC, roof, gutter repairs and retro fits (Engineering FY24 - \$100,000) Construction FY26	250,000					250,000				
	Carpeting	100,000				100,000.00					
	Technology Upgrade	25,000				25,000.00		25,000	25,000	25,000	25,000
	Gym floor full refinishing and pickle ball court installation	25,000				25,000.00					
	Exterior/Interior Painting							100,000			
	Roof Replacement Gym, and Classrooms area not the flat rubber roof										500,000
LIBRARY	Accessible means of egress installation Basement & First floor	60,000				60,000					
	Replace flooring in Childrens' room								35,000		
	Subtotal:	1,482,897	0	547,897	0	485,000	450,000	3,307,250	4,163,000	1,235,000	1,747,000
DPW Facility	Construction, Env. Mitigation - Feasibility Study Complete. TO BE REDUCED	32,320,000					32,320,000				
CPC	Corn Hill Accessible path replacement with seating area & Cemetery Green Burial install	521,520	521,520								
Housing	Truro Motor Inn Infrastructure needs Prior to RFP	370,000				370,000					
	Engineering, remodeling 71 No Pamet, 25 So Highland	50,000		50,000							
Pond Village	Stormwater infrastructure Pond Road estimate (Debt Excl/Capital Excl)	200,000					200,000	1,000,000			
Pamet Harbor Dredge	Dredging + 5-year Dredge Permit renewal	40,000				40,000		60,000			
Wastewater/Stormwater	Engineering and implementation for Wastewater and Stormwater	50,000					50,000				
Land Use/Infrastructure	Plan to link Long term comprehensive plan w/CIP + other infrastructure	120,000					120,000				
Public Water	Initial longterm master planing & evaluation for public water supply well and storage tank	150,000					150,000	150,000			
Pamet River Resiliency	Mill Pond Culvert (pamet river system segment) - 25% Construction - (\$10M project - USDA will only fund culvert impact; spending starts FY28 at earliest) - AUTHORIZATION ONLY								1,000,000		
Pamet Harbor Jetty	North Jetty final design, permitting, construction, repair							300,000	3,000,000		
Water Storage Tank	Water storage tank final design, permitting and construction							12,000,000			
GRAND TOTALS:		35,304,417	521,520	597,897	0	895,000	33,290,000	16,817,250	8,163,000	1,235,000	1,747,000

Blue shading indicates architectural, engineering, and design planning package



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: DPW

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: February 11, 2025

ITEM: Authorization to Enter into Contract agreements for the Pamet River Owner's Project Representative, and the Head of the Meadow Beach Parking lot improvements.

EXPLANATION: The National Oceanic and Atmospheric Administration grant awards in support of the Pamet River culvert replacements and salt marsh restoration require the Town to contract with an Owner's Project Representative to access the grant funds. Through the Request for Proposals procurement process, staff are recommending a contract award with Apex Consulting and Engineering (formerly Environmental Partners).

Through the Invitation for Bid procurement process for the Head of the Meadow Parking lot improvement project, staff are recommending a contract award with Lawrence-Lynch Corp.

FINANCIAL SOURCE (IF APPLICABLE): Grant award from NOAA will fund the Owner's Project Representative.

Head of the Meadow Parking lot improvements were funded at the April 25, 2023, Annual Town Meeting.

IMPACT IF NOT APPROVED: Projects will not move forward.

SUGGESTED ACTION:

MOTION TO authorize the Town Manager to enter into and sign the OPR contract with APEX Consulting and Engineering.

MOTION TO authorize the Town Manager to enter into and sign the contract with Lawrence Lynch Corp.

ATTACHMENTS:

1. Pamet River OPR Contract
2. Head of The Meadow Parking lot improvement contract

Agenda Item: 7B1

| AGREEMENT FOR OWNER'S PROJECT REPRESENTATIVE SERVICES

[Pamet River Restoration Project]

The following provisions shall constitute an Agreement between the Town of Truro , acting by and through its Select Board, hereinafter referred to as "Awarding Authority," with an address of 24 Town Hall Road, Truro, MA 02666, and Environmental Partners Group, LLC with a usual place of business located at 1900 Crown Colony Drive, Quincy, MA 02169, hereinafter referred to as "Owner's Project Representative," effective as of the ____ day of _____, 2025. Each such party may also be referred to individually as a "Party" or collectively as the "Parties." In consideration of the mutual covenants contained herein and such other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

1.1. Generally.

1.1.1. The Owner's Project Representative will perform all project management services in connection with the management of the design, construction and commissioning of the Project as set forth in and reasonably inferable from the scope of services attached to this Agreement as Attachment A and, to the extent not included in that scope of services, all of the services set forth in and reasonably inferable from the Awarding Authority's Request from Proposals ("RFP") attached to this Agreement as Attachment B, the Proposal submitted by Owner's Project Representative in response to the RFP attached to this Agreement as Attachment C as well as all other services as are customarily performed by an Owner's Project Representative in New England for the construction of new public works infrastructure, such as the Project (collectively, the "Scope of Services" or "Owner's Project Representative Services"). The Scope of Services described in this Agreement is, in the reasonable opinion of the Owner's Project Representative, expected to cover all necessary services of the Owner's Project Representative for the Project. Therefore, the Owner's Project Representative shall perform all such services related to the Project through Project completion at the fixed fee set forth below.

1.1.2. In providing the Owner's Project Representative Services, the Owner's Project Representative shall maintain an effective and cooperative working relationship with the Designer (as hereinafter defined), general contractors and subcontractors (collectively, the "Contractors") and other consultants and contractors performing services on any aspect of the Project.

1.1.3. The Owner's Project Representative shall be the Awarding Authority's trusted advisor in providing the Owner's Project Representative Services. The Owner's Project Representative and the Awarding Authority shall perform as stated in this Agreement, and the Owner's Project

Representative accepts the relationship of trust and confidence established between it and the Awarding Authority by this Agreement.

ARTICLE 2: AWARDING AUTHORITY RESPONSIBILITIES:

- 2.1 The Awarding Authority may, from time to time, designate one or more representatives to work with Owner's Project Representative under this Agreement. The persons so designated shall have the authority, unless otherwise limited in any written notice from the Awarding Authority, to request services under this Agreement. Notwithstanding the foregoing, the designation or lack of designation of a representative shall not relieve Owner's Project Representative of any of its obligations under this Agreement. Owner's Project Representative shall fully cooperate with and assist any and all such designees in connection with the Project and the performance of Owner's Project Representative's Scope of Services hereunder.
- 2.2 The Awarding Authority will retain a design firm (the "Designer") to design and to prepare contract documents for the Project. Owner's Project Representative shall assist and fully cooperate with the Awarding Authority in the process of procuring a Designer, including preparation of a scope of services for the Designer.
- 2.3 If the Awarding Authority is required to remove any hazardous materials in connection with the Project, the Owner's Project Representative shall coordinate, in close consultation with the Awarding Authority's abatement consultant, the oversight of such work until completion.
- 2.4 The Awarding Authority may require, for the Owner's Project Representative's use at the Project site, that the Contractor(s) retained to perform construction services for the Project furnish a trailer equipped for field office use, furniture, a fax machine, a copy machine, file cabinets, computers, phone service and other utility services and internet access.

ARTICLE 3: TIME OF PERFORMANCE

- 3.1 The Owner's Project Representative shall perform the Scope of Services in a prompt and expeditious manner, consistent with, and to further, the interests of the Awarding Authority. If, through no fault of its own, the Owner's Project Representative performs any services for the Project after 90 days after the date of "substantial completion" of the Project as such date shall be set forth in the Construction Contract Documents to be prepared by the Designer, such services shall be deemed additional services, and the Owner's Project Representative shall be entitled to be paid for such additional services in accordance with Paragraph 4.3 below.

ARTICLE 4: COMPENSATION:

- 4.1 In consideration of the performance of the Agreement, the Awarding Authority shall pay to the Owner's Project Representative a fee of up to \$301,570 , which shall constitute full payment for the Scope of Services for Year 1.
- 4.2 The fee in Section 4.1 shall be paid on a time and materials basis and includes all reimbursable and out-of-pocket costs of the Owner's Project Representative with

respect to the Project, all of which costs are included in the fixed fee and shall not be otherwise chargeable to or reimbursable by the Awarding Authority.

- 4.3 If additional services, not required under the Agreement, are requested in writing by the Awarding Authority, unless such services were made necessary by an act or omission of the Owner's Project Representative, its employees, consultants, representatives or agents, the Awarding Authority shall pay the Owner's Project Representative at the hourly rates set forth on Attachment A for reasonable hours worked. Such rates shall include all salary, benefits, overhead and profit and all reimbursable expenses; provided, however, such rates shall not include actual necessary and reasonable third-party out-of-pocket expenditures. The Awarding Authority reserves the right to request that the Owner's Project Representative provide a lump sum fee for any additional services, and if such lump sum fee is agreed upon by the parties, the agreed upon lump sum fee shall be the fee for that additional service to include all reimbursable and out-of-pocket expenses.
- 4.4 The Owner's Project Representative shall provide the Awarding Authority with an estimate of expected costs for any requested additional services prior to undertaking such work, and such other information reasonably requested by the Awarding Authority in connection therewith. Any services performed without advance written request or approval (as an additional service) from the Awarding Authority shall be deemed part of the Scope of Services and included in the fixed fee set forth above.
- 4.5 Records of reimbursable expenses pertaining to additional services and other cost information with respect to additional services shall be available to the Awarding Authority or the Awarding Authority's authorized representatives at mutually convenient times.
- 4.6 The Owner's Project Representative shall submit monthly to the Awarding Authority a written statement for its services rendered in the prior month. Payment by the Awarding Authority to the Owner's Project Representative of undisputed amounts included in said statement shall be made within thirty (30) days after a complete and satisfactory written statement is received.
- 4.7 Undisputed payments due but unpaid sixty (60) days after the invoice submittal date shall bear interest at the rate of six (6) percent per annum.

ARTICLE 5: AGREEMENT DOCUMENTS:

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

1. This Agreement.
2. Amendments to this Agreement.
3. The Scope of Services (Attachment A)
4. The Awarding Authority's Request for Proposals (Attachment B)
5. The Owner's Project Representative's Proposal (Attachment C)
6. Any and all other attachments to the Agreement.

If the provisions of any of the above documents are in direct conflict, those provisions most favorable to the Awarding Authority shall govern, as reasonably determined by the Awarding Authority. Alternatively, if the above documents prescribe for the same work different quantities or quality of goods or services, the Owner's Project Representative shall provide the greater quantity or higher quality. If the procedures for resolving conflicts set forth above do not result in resolution of a particular conflict, the provisions of each document shall control in the order (from top to bottom) in which they appear above.

ARTICLE 6: AGREEMENT TERMINATION:

6.1 The Awarding Authority may suspend or terminate this Agreement by providing the Owner's Project Representative with ten (10) days written notice for any of the following reasons:

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

6.2 In addition, the Awarding Authority may terminate this agreement without cause (for its convenience or any other reason, or no reason) upon thirty (30) days written notice to the Owner's Project Representative.

6.3 If the Awarding Authority fails to make payment to the Owner's Project Representative of undisputed sums due and owing as provided in Article 4, then, after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Owner's Project Representative may terminate this Agreement.

If the Awarding Authority fails to perform any of its material obligations, then, after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Owner's Project Representative may terminate this Agreement.

6.4 In the event of a termination of this Agreement other than a termination under Section 6.1, the Owner's Project Representative shall be compensated for all services properly rendered prior to the date of termination, subject, however, to a deduction for the value of all claims of the Awarding Authority, if any.

ARTICLE 7: INDEMNIFICATION:

- 7.1. The Project Manager shall indemnify and hold harmless the Owner, its officers, agents, and employees, from and against damages, losses, and expenses, to the extent caused by the negligent acts, negligent errors or omissions of the Project Manager or their employees in the performance of this Agreement. The Project Manager is not liable for Designer or Contractor errors, omissions, losses, liabilities, delays, costs and expenses incurred by the Owner for their work performed under separate and subsequent contracts.
- 7.2 The Project Manager's liability resulting from any acts, errors or omissions in the performance of services under this Agreement, and any liability for any indemnity agreed to herein, shall not exceed the amount of compensation paid to the Project Manager under this Agreement or \$500,000, whichever is greater.
- 7.3 The Project Manager shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement.

ARTICLE 8: AVAILABILITY OF FUNDS:

- 8.1 The compensation provided by this Agreement is subject to the availability and appropriation of funds.
- 8.2 In connection with the grant funds that have been or may be made available for this Project by federal, state, or any other governmental agency pursuant to certain grant agreement(s) between such agencies and the Awarding Authority, Owner's Project Representative shall, as to the use and disbursement of such funds, be as obligated to the Awarding Authority as the latter is obligated to such agencies and be subject to the same restrictions to which the Awarding Authority is subject under said grant agreements and all terms and conditions applicable thereto (the "Grant Agreements").
- 8.3 Owner's Project Representative shall take no action, or make any omission, that constitutes, or causes, a violation of the Grant Agreements.

ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW:

- 9.1 The Owner's Project Representative will provide all Owner's Project Representative Services promptly and in a manner (i) that is expeditious and economical based on established compensation provisions in this Agreement, (ii) that is consistent with service standards for comparable projects by qualified and experienced project managers, and (iii) that demonstrates full understanding of the established schedule, budget and other Awarding Authority objectives for the Project and each component thereof.

9.2 The Owner's Project Representative represents that all Owner's Project Representative Services will be performed in accordance with all applicable Federal, State, and local laws, ordinances, by-laws, codes, and regulations and in accordance with sound project management practice, and the requirements of this Agreement.

9.3 The Owner's Project Representative agrees that, in performing the Owner's Project Representative Services under this Agreement, it shall comply with all the terms of all governmental approvals in connection with all aspects of the Project.

ARTICLE 10: ASSIGNMENT:

10.1. The Owner's Project Representative shall not make any assignment of this Agreement without the prior written approval of the Awarding Authority.

ARTICLE 11: AMENDMENTS:

11.1. All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Awarding Authority and Owner's Project Representative. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Awarding Authority and Owner's Project Representative.

ARTICLE 12: INSURANCE:

12.1 The Project Manager shall obtain and maintain throughout the duration of the Project the following insurance coverage:
Commercial General and Automobile Liability Insurance shall be written for not less than the limits of liability as follows:

\$2,000,000	General Aggregate Limit
\$2,000,000	Products-Completed Operations Aggregate Limit
\$1,000,000	Personal Injury and Property Damage Limit

Business Automobile Liability: \$1,000,000 Each Accident - Single Limit

Excess Umbrella Liability: Minimum of \$5,000,000.

Professional Liability: Minimum of \$1,000,000 per claim and \$2,000,000 in aggregate

Workers' Compensation Insurance: The Project Manager shall, at its own expense, obtain and maintain Workers' Compensation Insurance as required by law.

12.2 The Project Manager's Commercial General Liability Insurance shall include premises - operations (including explosion, collapse and underground coverage) independent contractors and completed operations, all including broad form property damage coverage.

12.3. Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

12.4. The Owner shall be named as an additional insured party on the Project Manager's insurance policies for the Project excluding Professional Liability and Workers' Compensation Insurance.

12.5. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Owner. Certificates of Insurance showing such coverage to be in force shall be filed with the Owner prior to the execution of this Agreement, and upon the renewal of any such coverage during the term of this Agreement. Certificates shall indicate effective dates and dates of expiration of policies. All insurance policies required hereunder shall be written by companies satisfactory to the Owner and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Owner.

12.6. All liability policies shall be written on an occurrence basis, and shall be primary and non-contributory.

12.7 Upon request, the Project Manager shall provide Owner with copies of all insurance policies and endorsements thereto evidencing compliance with this Article 12.

ARTICLE 13: DOCUMENTS AND DELIVERABLES:

13.1 All documents, plans, drawings, reports and data prepared for and delivered to the Awarding Authority by the Owner's Project Representative under this Agreement including, without limitation, all schedules, cost estimates, daily reports, requests for information, proposed change orders, change directives, and similar documentation shall become the property of the Awarding Authority. Owner's Project Representative shall not be liable to the Awarding Authority for the latter's re-use of such materials for a project other than the project specified herein without the Owner's Project Representative's written verification of suitability of such materials for the specific purpose intended. Distribution or submission of such materials to meet official regulatory requirements or for other purposes shall not be construed as an act in derogation of any of Owner's Project Representative's rights under this Agreement.

ARTICLE 14: NOTICE:

14.1 All notices required to be given hereunder shall be in writing and delivered, or mailed first class, to the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile but shall subsequently be followed by notice in writing in the manner set forth above.

ARTICLE 15: DISPUTE RESOLUTION

15.1 All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall, be subject to review only by a

Massachusetts state court having appropriate jurisdiction.

ARTICLE 16: STAFFING

16.1 It is understood that the unique abilities of the Owner's Project Representative have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Owner's Project Representative will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Awarding Authority. The Awarding Authority shall have the right of approval of Owner's Project Representative staff assigned to the project in accordance with Section 16.2.

16.2 The Owner's Project Representative hereby agrees and acknowledges that one of the conditions of this Agreement is that the individuals in charge of the direction and supervision of the Project on behalf of the Owner's Project Representative shall be subject to approval by the Awarding Authority at least one month prior to the commencement of construction work on the Project, and such individuals and the members of the Owner's Project Representative's project team set forth below (the "Owner's Project Representative's Project Team") shall be available to attend meetings and respond to requests, comments, questions and concerns of the Awarding Authority and other parties identified by the Awarding Authority. This condition is a substantial inducement to the Awarding Authority without which the Awarding Authority would not have entered into this Agreement with the Owner's Project Representative. Notwithstanding the foregoing, the Owner's Project Representative shall, upon execution of this Agreement, submit to the Awarding Authority information on the credentials of the proposed project manager and assistant project manager. In consideration of the foregoing, the Owner's Project Representative agrees that for so long as any such member of the Owner's Project Representative's Project Team is employed by (or, as appropriate, a principal of) the Owner's Project Representative, such member(s) shall direct, shall be responsible for, and shall be available to provide the Owner's Project Representative Services in connection with the Project. If at any time any such member of the Owner's Project Representative's Project Team is no longer available as aforesaid, then his/her replacement shall be subject to the prior written approval of the Awarding Authority. The Owner's Project Representative's Project Team will consist of the persons noted below and necessary assistants and other technical and administrative personnel. All of the Owner's Project Representative's Project Team shall be experienced in projects similar in size, scope and complexity of the Project, and as otherwise set required by the Contract Documents.

Each member of the Owner's Project Representative's Project Team shall be appropriately licensed and certified and qualified by training and experience in their respective fields, including as otherwise required by the Contract Documents. No change will be made in the composition of the Owner's Project Representative's Project Team without the Awarding Authority's prior written approval. No personnel in the Owner's Project Representative's Project Team designated as full-time on the Project shall assume additional responsibilities outside of the Project without the written consent of the Awarding Authority. The Awarding Authority may require replacement of any member of the Owner's Project Representative's Project Team upon written notice to the Owner's

Project Representative with or without cause.

The members of the Owner's Project Representative's Project Team are as follows:

Refer to Team shown in Response to RFP

Notwithstanding the foregoing, the approval or lack of approval by the Awarding Authority of any of Owner's Project Representative's Project Team shall not relieve Owner's Project Representative of its obligations under this Agreement, including, but not limited to, its responsibility for the actions and omissions of the Owner's Project Representative's Project Team.

16.3 The Owner's Project Representative shall provide the Awarding Authority with a schedule listing the names, job descriptions and professional biographical information for all other staff expected to work on the Project. The Owner's Project Representative shall provide emergency contact information to the Awarding Authority for all members of the Project Team.

16.4 The Owner's Project Representative will always remain an independent contractor and is not an agent of, employee of, or a joint venture with, the Awarding Authority.

16.5 Except as provided in the next sentence, the Owner's Project Representative will not have the authority to enter into agreements on the Awarding Authority's behalf or otherwise bind the Awarding Authority and the Owner's Project Representative will not hold itself out as the Awarding Authority's agent. The Owner's Project Representative shall act in the capacity of

an agent or representative of the Awarding Authority only to the extent as expressly authorized by the terms of this Agreement or as the Awarding Authority may from time to time otherwise expressly authorize the Owner's Project Representative in writing.

ARTICLE 17: CERTIFICATIONS:

17.1. The Owner's Project Representative certifies that:

1. The wage rates and other costs used to support the Owner's Project Representative's compensation are accurate, complete and current at the time of contracting.
2. The original Agreement price and any additions to the Agreement may be adjusted within one year of completion of the Agreement to exclude any significant amounts due to inaccurate, incomplete or non-concurrent wage rates or other costs.
3. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
4. No consultant to or sub-Project Representative for the Owner's Project Representative has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Representative, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub-Project Representative of a contract by the Owner's Project Representative.
5. No person, corporation or other entity, other than a bona fide full time employee of the Owner's Project Representative, has been retained or hired by the Owner's Project Representative to solicit for or in any way assist the Project Representative in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Owner's Project Representative.
6. It has internal accounting controls as required by M.G.L. c.30, §39R and that the Owner's Project Representative filed and will continue to file an audited financial statement as required by M.G.L. c.30, §39R(d).

ARTICLE 18: MISCELLANEOUS

18.1 This Agreement will be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.

18.2 If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

18.3 This Agreement represents the entire and integrated agreement between the Awarding Authority and the Owner's Project Representative and supersedes all prior negotiations, representations or agreements, either written or oral.

18.4 This Agreement shall be binding upon and inure to the benefit of the Awarding Authority

and its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Owner's Project Representative and its permitted successors and permitted assigns, if any. The Owner's Project Representative may not assign any right or delegate any obligation hereunder without the Awarding Authority's prior written approval.

18.5 Every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is no inserted, or is not correctly inserted, the Agreement shall be interpreted and deemed as having the provision or correct provision inserted, and such provisions or clauses shall, to the extent they directly conflict with any other provision of the Agreement, control.

18.6 The Awarding Authority will obtain the services of, among other Project participants, the Designer (which term shall be understood to also include all design professionals utilized in the Project), Contractors, testing and inspection agencies, and attorneys. Owner's Project Representative shall, subject to Section 1.1.3, perform all its services under this Agreement in cooperation and coordination with such Project participants.

18.7 No employee or official of either the Awarding Authority or the Owner's Project Representative shall assume any personal liability pursuant to this Agreement.

18.8 By signing this Agreement, Owner's Project Representative hereby makes all the statements, representations, acknowledgements, certifications, and agreements required of it by the Federally Required Contract Clauses including as it relates to the Grant Agreements, and shall take all actions and engage in the conduct required of it by such clauses, and shall refrain from taking any actions and engaging in any conduct that is prohibited by such clauses.

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

OWNER'S PROJECT REPRESENTATIVE

TOWN OF TRURO

By: _____
Signature

Print Name

Print Title

EXAMPLE CLERK'S CERTIFICATE

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED
that: (Date)

(Name)

(Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

(Clerk)

CORPORATE SEAL:

SEAL

AGREEMENT

This Agreement is by and between Town of Truro ("Owner") and Lawrence-Lynch Corp. ("Contractor").
Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: construction of six submersible pump stations.

ARTICLE 2—THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Truro Head of the Meadow Parking Lot Improvements.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained GHD Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by GHD Inc.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.03 *Contract Times: Days*
- A. The Work will be substantially complete within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.
- 4.04 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,700.00 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$400.00 for each calendar day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- D. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, a lump sum of
\$ 313,191
 - B. As per DEP's Policy Memorandum #10, the agreed upon Direct Labor Markup (percentage) for Change Orders on this project shall be per Exhibit D of this Agreement.

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
 - A. Progress Payments and Retainage shall be per MGL Chapter 30, Section 39K.
- 6.03 *Final Payment*
 - A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
 - A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Price Adjustments*
 - A. Price adjustments for fuel, both diesel and gasoline; liquid asphalt; and Portland cement contained in cast-in-place concrete shall be made on a monthly basis if the cost change exceeds plus or minus 5 percent. The adjustment will provide for either additional compensation to the Contractor or repayment to the Town, depending on an increase or decrease in the average prices.

1. Base prices are as listed on MassDOT's web site (<https://www.mass.gov/massdot-contract-price-adjustments>) for the month in which bids are opened.
2. Monthly prices will be based on price information listed on MassDOT's web site.
3. No adjustment will be paid for work done beyond the completion date of any contract.
4. Slips from concrete or asphalt delivery trucks shall be provided for any adjustments.

ARTICLE 7—DAVIS BACON ACT REQUIREMENTS

7.01. Contract and Subcontract provisions

- A. The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2012 Appropriations Act, the following clauses:

1. Minimum wages.

- a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

- b. (A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional

classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(b)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(b)(B) of this section.

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- c. The contractor or subcontractor shall make the records required under paragraph (a)(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

- a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work

actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 - 6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

7.02. Contract Provision for Contracts in Excess of \$100,000.

- A. Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (A)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
 3. Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work

performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A)(1) through (4) of this section.
- B. In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7.03. Compliance Verification

- A. The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- B. The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- C. The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe

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benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

- D. The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (B) and (C) above.
- E. Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor acknowledges to and for the benefit of the Town of Mashpee ("Purchaser") and the Commonwealth of Massachusetts (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel," that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser of the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fee) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.
13. Build America / Buy America Act (BABA) and American Iron and Steel (AIS) Requirements
 - a. The Contractor acknowledges to and for the benefit of the City/Town of Mashpee ("Owner") and the Commonwealth of Massachusetts (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as Build America, Buy America Act (BABA). The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands BABA, (b) all of the steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall used in the project will be and/or have been produced in the United States in a manner that complies with BABA, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of BABA, as may be requested by the Owner or the State.
 - b. The Contractor acknowledges to and for the benefit of the Town of Mashpee (Owner") and the Commonwealth of Massachusetts (the "State") that it understands the goods and services under this Agreement are being funded with

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monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel," that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with the paragraph by the Contractor shall permit the Owner or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

- 8.02 The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). The Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.
- 8.03. The fair share goals for disadvantaged business enterprise (DBE) participation for this contract are a minimum of 4.2 percent Disadvantaged Minority Business Enterprise (D/MBE) participation and 4.5 percent Disadvantaged Women Business Enterprise (D/WBE) participation, applicable to the total dollar amount paid for the construction contract. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to DBEs, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the Town of Mashpee. The contractor shall require similar reports from its subcontractors.
- 8.04. Equal Employment Opportunity/Affirmative Action (EEO/AA) Requirements – During the performance of this contract, the contractor agrees as follows:
- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230.
 - F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970]
- 8.05. The contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.
- 8.06 *Contractor's Certifications*
- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.06:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to

establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9—CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement (pages 00520-1 to 00520-16, inclusive).
 2. Exhibits to this Agreement (enumerated as follows):
 - a. Bid Form
 - b. Exhibit A: Notice of Award / Notice to Proceed
 - c. Exhibit B: Performance Bond and Payment Bond
 - d. Exhibit C: Certificates of Insurance.
 - e. Exhibit D: Documentation for Contractor's Direct Labor Costs
 3. General Conditions (pages 1 to 75, inclusive).
 4. Supplementary Conditions (pages 00800-1 to -00800-23, inclusive).
 5. Appendices to General Conditions and Supplementary Conditions (Appendix A through C, inclusive).
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings consisting of 5 sheets with each sheet bearing the following general title: Head of the Meadow Parking Lot Improvements; dated October 2024.
 8. Addenda (Nos. 1 to 3, inclusive).
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 10 - MISCELLANEOUS

10.01. Terms

- A. Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02. Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03. Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04. Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20____, (which is the Effective Date of the Agreement).

Owner: Town of Truro, MA

Contractor: Lawrence-Lynch Corp.

By: _____

By: Christopher M. Lynch

Signature: _____

Signature: _____

Title: _____

Title: President

(If Contractor is a corporation, partnership, or joint venture, attach evidence of authority to sign.)

Attest Doris Christiani
Title Clerk Doris Christiani

Address for giving notices:

Address for giving notices:

P.O. Box 913, Falmouth, MA 02541

Certified as to Form:

Town Counsel

Date

Pursuant to M.G.L. c.44, s31C, I certify that an appropriation has been made in the total amount of the contract.

Finance Director/Town Accountant

Date

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Head of the Meadow Parking Lot Improvements
12591382

00520-16

AGREEMENT



AUTHORIZED SIGNATORY

At a meeting of the Board of Directors of Lawrence-Lynch Corp. held on February 3, 2025 at which all Directors were present or waived notice it was VOTED, that Christopher M. Lynch, President of this Company, and he is hereby authorized to execute bid documents, contracts and bonds in the name of Lawrence-Lynch Corp. and affix its corporate seal thereto; and such execution of any contract or obligation in this Company's name on its behalf by such President, under seal of the Company, shall be valid and binding upon this Company.

A True Copy Attest:

Clerk: *Doris Christiani*
Doris Christiani, Clerk

Place of Business: 396 Gifford Street, Falmouth, MA 02540

Date: February 4, 2025

I, Doris A. Christiani, hereby certify that I am the Clerk of Lawrence-Lynch Corp., and that Christopher M. Lynch is the duly elected President of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Doris Christiani
Doris Christiani, Clerk (Corporate Seal)

396 Gifford Street, PO Box 913, Falmouth, MA 02541 Phone 508.548.1800 Toll Free in MA 800.352.7188
Main Fax 508.457.1825 Construction Fax 508.548.6917

www.lawrencelynch.com



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: DPW

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: February 11, 2025

ITEM: Review and Possible Approval of Dennis Family Gift Funds for Safety Measures at 296 Route 6

EXPLANATION: At the May 2024 Annual Town Meeting voters approved the acquisition of 296 Route 6, the Truro Motor Inn by way of eminent domain. Staff is requesting \$35,000 to make the property safe and to identify any environmental hazards. These tasks include securing entry ways and windows, pumping and removing oil tanks, emptying the pool, and completing a Phase 1 Environmental Assessment.

FINANCIAL SOURCE: Dennis Family Gift Account current balance is \$440,000 with a \$250,000 deposit expected in December 2025.

IMPACT IF NOT APPROVED: Project will not move forward; property will not be made safe.

SUGGESTED ACTION: *MOTION TO authorize the use of \$35,000 of the Dennis Family Gift Funds for taking safety measures and completing the identification of environmental hazards at 296 Route 6.*

ATTACHMENTS: NONE



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Kelly Clark, Assistant Town Manager

REQUESTED MEETING DATE: February 11, 2025

ITEM: Review and Possible Approval of Policy 35: Policy of Town Manager's Powers of Appointment Revisions

EXPLANATION: Succession planning and internal promotions are key practices in maintaining operational continuity, retaining employees, developing employees, and encouraging positive employee morale. Recent Select Board Work Session discussions have highlighted the importance of succession planning, staff development and preparing for internal promotions.

Policy 35: Town Manager's Power's of Appointment presently require external posting for all open permanent positions. To allow for internal promotions, a revised draft of the policy is included for the Select Board's consideration. Additionally, the draft includes a modification of the requirement to advertise in a newspaper for external positions, so that those advertising dollars can be reallocated to advertising in a location that is most appropriate for the position (trade journals, associations, electronic job boards, etc.) where appropriate.

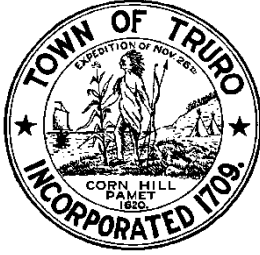
FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: All permanent positions will require adherence to the existing policy, including advertising, collecting applications, and interviewing and scoring applicants.

SUGGESTED ACTION: *Motion to revise Policy 35: Town Manager's Powers of Appointment as drafted and authorize digital signature.*

ATTACHMENTS:

1. Policy 35: Policy of Town Manager's Powers of Appointment (current)
2. Draft Policy 35: Town Manager's Powers of Appointment (revised)



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

POLICY MEMORANDUM #35

Date: Adopted December 15, 2004; Revised November 28, 2017; Revised September 13, 2022; Revised March 7, 2023.

Subject: **POLICY ON TOWN MANAGER'S POWERS OF APPOINTMENT**

I. Introduction

This policy is created by the Select Board in accordance with Chapter 5, Section 4 of the Truro Charter and establishes the process by which the Town Manager may exercise their powers of appointment in accordance with Chapter 5, Sections 4 and 5 of the Truro Charter, the General Laws of Massachusetts, the Truro Personnel Bylaws, and collective bargaining agreements in effect at the time of the appointment.

II. Procedures

Effective as of the date this Policy is adopted by the Truro Select Board, the Town Manager shall adhere to the following procedures when appointing personnel for permanent positions within the Town of Truro:

A. Recruitment of Candidates

- 1) When a position becomes vacant or will be vacant shortly, or a new position is created, the Town Manager shall review the existing job description for the position and determine whether it needs to be modified or updated.
- 2) If the Town Manager determines the job description needs to be modified or updated, or, in the case of a new position, created, the Town Manager shall prepare the revisions or new description. If necessary, the Town Manager shall negotiate revisions to job descriptions with the appropriate labor group before posting the vacancy.
- 3) The Town Manager shall then prepare a Notice of Permanent Vacancy. Said Notice shall include the job title, qualifications, salary and/or wages, hours of work, and applicant instructions, including a closing date for application.
- 4) The Notice of Permanent Vacancy shall be posted on the Town website, on appropriate Town bulletin boards and in at least the newspaper designated by the Select Board to post hearings and notices or as may be

required by collective bargaining agreement. Such postings will occur simultaneously or successively in compliance with all collective bargaining agreements.

- 5) The Town Manager may also post the Notice of Permanent Vacancy in relevant trade and professional journals, on relevant web-sites, with employment agencies, and other employment related sites if the Town Manager determines such postings to be appropriate and/or necessary in the recruitment of candidates.
- 6) Unless constrained by collective bargaining agreements, a permanent vacancy for a department head or salaried position shall be open for a minimum of three (3) weeks. All other positions shall remain open for as long as the Town Manager deems it prudent.
- 7) A candidate shall be required to submit the requested application materials to the office of the Town Manager on or before the closing date for such submission.
- 8) Notwithstanding the provisions outlined above, in the event of an emergency and after consultation with the Select Board, the Town Manager may fill a permanent vacancy on a temporary basis without advertising.

B. Appointment of Employees

- 1) The Town Manager or Assistant Town Manager or Department Head shall review all application materials submitted in response to the Notice of Permanent Vacancy and shall determine the candidates who qualify for further consideration based on merit and fitness. Residential preference points will be awarded to qualifying individuals as specified in Policy 57: Residential Preference Hiring Policy.
- 2) Qualified candidates' initial applications will complete a written exam, if an exam is deemed appropriate by the Town Manager or Assistant Town Manager or Department Head. Candidates with the highest scores of the written exam will proceed to an oral interview by panel. If a written exam is not deemed appropriate, the qualified candidates will participate in an oral interview by panel.
- 3) The oral interview panel and Town Manager or Assistant Town Manager or Department Head will develop a list of questions that are asked to each candidate. Candidates will be scored using a Town Manager approved metric appropriate for the vacant position that will allow the panel to assign a score based on specific criteria to each applicant. The oral interview will be completed by a panel of three individuals; one or more of whom may not be a Town employee.

- 4) The Town Manager or Assistant Town Manager or Department Head shall then interview those candidates with the highest scores as determined by the panel interview, using the same procedures as outlined in Section B (3) of this policy. Department heads will participate on this interview panel for non-department head staff vacancies in their respective departments.
- 5) In the case of the appointment process for the Library Director, the Library Trustees will designate one member of their body to assist the Town Manager in the review and recommendation of applicants for interviews and then participate as one of the members of the three-person interview panel with the Town Manager.
- 6) The Town Manager shall make the final determination of the candidates' merit and fitness for the position based on the scores and shall choose an individual for appointment from the qualified candidates.
- 7) In accordance with the Town Charter, the Town Manager shall present their selection for applicable department head positions to the Select Board by consulting individually with each member of the Board prior to making an employment offer to the selected candidate.
- 8) Employment offers will be conditional in nature and will require satisfactory physical exams, drug/ alcohol screens, background record checks or reference verification.
- 9) In certain cases, the Town Manager may choose to maintain a certified copy of applicants and their scores from the hiring process to allow qualified applicants who perform well in the hiring process to be considered for future vacant positions.

III. Waiver of Provisions


The Town Manager in consultation with the Select Board may waive any of the foregoing requirements on a case-by-case basis.



Kristen Reed, Chair



Robert Weinstein, Vice Chair



John Dundas, Clerk

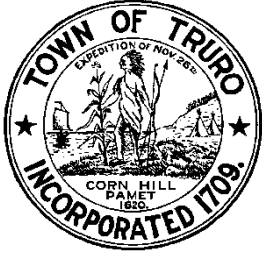


Susan Areson

A handwritten signature in blue ink, appearing to read "Step J. R.", is positioned above a horizontal line.

Stephanie Rein

Select Board
Town of Truro



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

POLICY MEMORANDUM #35

Date: Adopted December 15, 2004; Revised November 28, 2017; Revised September 13, 2022;
Revised March 7, 2023; Revised February 11, 2025

Subject: **POLICY ON TOWN MANAGER'S POWERS OF APPOINTMENT**

I. Introduction

This policy is created by the Select Board in accordance with Chapter 5, Section 4 of the Truro Charter and establishes the process by which the Town Manager may exercise their powers of appointment in accordance with Chapter 5, Sections 4 and 5 of the Truro Charter, the General Laws of Massachusetts, the Truro Personnel Bylaws, and collective bargaining agreements in effect at the time of the appointment.

II. Procedures

Effective as of the date this Policy is adopted by the Truro Select Board, the Town Manager shall adhere to the following procedures when appointing personnel for permanent positions within the Town of Truro:

A. Recruitment of Candidates

- 1) When a position becomes vacant or will be vacant shortly, or a new position is created, the Town Manager shall review the existing job description for the position and determine whether it needs to be modified or updated.
- 2) If the Town Manager determines the job description needs to be modified or updated, or, in the case of a new position, created, the Town Manager shall prepare the revisions or new description. If necessary, the Town Manager shall negotiate revisions to job descriptions with the appropriate labor group before posting the vacancy.
- 3) At the discretion of the Town Manager, in the case of non-union positions, if an internal candidate or multiple internal candidates are identified as meeting the minimum qualifications of the position, the Town Manager shall post the position internally for a minimum of 5 days. At the discretion of the Town Manager, in the case of union positions, the Town Manager may post the position internally as described in the appropriate collective bargaining agreement.

Interested internal candidates shall submit the application materials identified in the internal posting by the deadline. The remainder of Section A shall be waived, unless no internal candidates apply. If no internal candidates apply, the external posting process identified in Section A shall apply.

- 4) The Town Manager shall then prepare a Notice of Permanent Vacancy. Said Notice shall include the job title, qualifications, salary and/or wages, hours of work, and applicant instructions, including a closing date for application.
- 5) The Notice of Permanent Vacancy shall be posted on the Town website, on appropriate Town bulletin boards, and if deemed appropriate by the Town Manager, the newspaper designated by the Select Board to post hearings and notices or as may be required by collective bargaining agreement. Such postings will occur simultaneously or successively in compliance with all collective bargaining agreements.
- 6) The Town Manager may also post the Notice of Permanent Vacancy in relevant trade and professional journals, on relevant web-sites, with employment agencies, and other employment related sites if the Town Manager determines such postings to be appropriate and/or necessary in the recruitment of candidates.
- 7) Unless constrained by collective bargaining agreements, a permanent vacancy for a department head or salaried position shall be open for a minimum of three (3) weeks. All other positions shall remain open for as long as the Town Manager deems it prudent.
- 8) A candidate shall be required to submit the requested application materials to the office of the Town Manager on or before the closing date for such submission.
- 9) Notwithstanding the provisions outlined above, in the event of an emergency and after consultation with the Select Board, the Town Manager may fill a permanent vacancy on a temporary basis without advertising.

B. Appointment of Employees

- 1) The Town Manager or Assistant Town Manager or Department Head shall review all application materials submitted in response to the Notice of Permanent Vacancy and shall determine the candidates who qualify for further consideration based on merit and fitness. Residential preference points will be awarded to qualifying individuals as specified in Policy 57: Residential Preference Hiring Policy.

- 2) Qualified candidates' initial applications will complete a written exam, if an exam is deemed appropriate by the Town Manager or Assistant Town Manager or Department Head. Candidates with the highest scores of the written exam will proceed to an oral interview by panel. If a written exam is not deemed appropriate, the qualified candidates will participate in an oral interview by panel.
- 3) The oral interview panel and Town Manager or Assistant Town Manager or Department Head will develop a list of questions that are asked to each candidate. Candidates will be scored using a Town Manager approved metric appropriate for the vacant position that will allow the panel to assign a score based on specific criteria to each applicant. The oral interview will be completed by a panel of three individuals; one or more of whom may not be a Town employee.
- 4) The Town Manager or Assistant Town Manager or Department Head shall then interview those candidates with the highest scores as determined by the panel interview, using the same procedures as outlined in Section B (3) of this policy. Department heads will participate on this interview panel for non-department head staff vacancies in their respective departments.
- 5) In the case of the appointment process for the Library Director, the Library Trustees will designate one member of their body to assist the Town Manager in the review and recommendation of applicants for interviews and then participate as one of the members of the three-person interview panel with the Town Manager.
- 6) The Town Manager shall make the final determination of the candidates' merit and fitness for the position based on the scores and shall choose an individual for appointment from the qualified candidates.
- 7) In accordance with the Town Charter, the Town Manager shall present their selection for applicable department head positions to the Select Board by consulting individually with each member of the Board prior to making an employment offer to the selected candidate.
- 8) Employment offers will be conditional in nature and will require satisfactory physical exams, drug/ alcohol screens, background record checks or reference verification.
- 9) In certain cases, the Town Manager may choose to maintain a certified copy of applicants and their scores from the hiring process to allow qualified applicants who perform well in the hiring process to be considered for future vacant positions.

III. Waiver of Provisions

The Town Manager in consultation with the Select Board may waive any of the foregoing requirements on a case-by-case basis.

Susan Areson, Chair

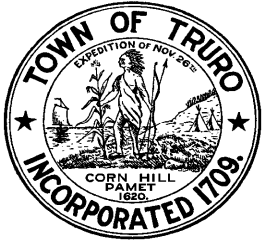
Robert Weinstein, Vice Chair

Nancy Medoff, Clerk

Stephanie Rein

Susan Girard-Irwin

Select Board
Town of Truro



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: February 11, 2025

ITEM: Approval of Renewal of 2025 Seasonal Business Licenses:

- Savory on the Cape-Common Victualer

EXPLANATION: These licenses are under the authority of the Select Board as the Local Licensing Authority. If you approve the licenses for renewal, the licenses will be issued only upon compliance with all regulations, receipt of the necessary fees and proof of taxes paid in full for the fiscal year. There were no reported issues with these establishments in 2024.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 § 2	Common Victualer (Cooking, Preparing and Serving food)	Savory on the Cape

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicants will not be issued their licenses to operate.

SUGGESTED ACTION: *Motion to approve the 2025 Common Victualer License for Savory on the Cape, upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. Renewal Application for 2025: Savory on the Cape



**Town of Truro
Board of Health**

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 131 Fax: 508-349-5508
Email: lbudnick@truro-ma.gov or nrichey@truro-ma.gov

HEALTH DEPARTMENT
TOWN OF TRURO

JAN 08 2025

RECEIVED BY:

RECEIVED BY: [Signature]

APPLICATION FOR FOOD SERVICE - COMMON VICTUALER

Name of Business: SAVORY on the CAPE

☐ New ☒ Renewal/No Changes (Skip to Section 3)

Section 1 - License Type

Type of License: ☐ Food Service ☒ Common Victualer (\$50) ✓

Type of Food Service Establishment:

- ☒ Food Service (restaurant or take out)/ \$75 ☒ Catering/ \$50 ✓
☐ Retail Food (commercially prepared foods)/\$15 ☒ Manufacturer of Ice Cream/Frozen Dessert / \$10 ✓
☐ Residential Kitchen \$25 ☒ Bakery \$10 ✓
☐ Bed & Breakfast w/Continental Breakfast

PAID
#5601
ALL INCLUSIVE
PAYMENT

Section 2 - Business/Owner/Manager Information

Federal Employers Identification Number (FEIN/SS) [REDACTED]

Business Name: SAVORY on the CAPE INC

Owner Name: DIANE & BILL COSTA Email Address: [REDACTED]

Mailing Address: PO BOX 690, TRURO, MA 02666

Phone No: [REDACTED]

Section 3 - Business Operation Details

Number of Seats: Inside: 39 Outside: VARIES Number of Employees: 30

Length of Permit: ☒ Annual ☐ Seasonal Operation

Hours of Operation: 7am To 10pm

Days Closed Excluding Holidays: _____

If Seasonal: Approximate Dates of Operation: ____/____/____ To ____/____/____

Person Directly Responsible for Daily Operations: (Owner, Person in Charge, Supervisor, Manager)

Name: DIANE COSTA

Email Address: [REDACTED]

Mailing Address: PO BOX 690 / TRURO / MA 02666

Phone No: [REDACTED]

24 Hour Emergency: [REDACTED]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2025

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

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

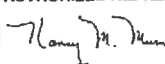
PRODUCER Automatic Data Processing Insurance Agency, Inc.		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.	
		PHONE (A/C, No, Ext): 1-800-524-7024	FAX (A/C, No):
		E-MAIL ADDRESS:	
1 Adp Boulevard		INSURER(S) AFFORDING COVERAGE	
Roseland NJ 07068		INSURER A: Twin City Fire Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED	Savory On The Cape Inc		
	316 Route 6		
	Truro MA 02666		

COVERAGES **CERTIFICATE NUMBER:** 4049780 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)
						MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE
	DED	RETENTION \$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	76WEGGE5186	04/09/2024	04/09/2025	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER		CANCELLATION	
Town of Truro, Attn: Noelle Scoullar 24 Town Hall Road Truro MA 02666		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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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: SAVORY on the Cape INC

Address: 316 Route 6

City/State/Zip: TRURO / MA / 02666 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 30 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: TWIN CITY Insurance Co

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # 76WEGGE5186 Expiration Date: 4/09/2025

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: JAN 6, 2025

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 #: _____



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

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: SAVANT on the Cape

OWNER/MANAGER: Diane Costa

ADDRESS: 316 Rt 6 Truro 02666 POB690

PHONE # [REDACTED] NUMBER OF UNITS: 1

CONTACT PERSON: Diane Costa

ADDRESS: POB690 Truro MA 02666

TESTING COMPANY: Long Point Electric LLC

TESTING ELECTRICIAN/TECHNICIAN: James J Meads JR

COMPANY PHONE #: 508-887-2056 HOME PHONE #: _____

LICENSE #: 17239A

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: 1/6/25 BY: James J Meads JR
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.



Service Report

Work has been completed

Request ID: 3740936

Date: 1/6/2025

Specialist: Rob Migneault

Customer: 100092790

Work Order #:

SAVORY ON THE CAPE
316 STATE HWY 6 ALT
02666 TRURO MA
UNITED STATES

Work Requested: Dish Machine - - needing door channels and inspected


Comment: machine operates in all functions and is sanitizing properly

Equipment Serviced

Labor:

Line Code Description	Quantity	Work Date
Labor - Travel	0.01	1/6/2025
Total Labor Time	0.03	1/6/2025
	0.04	

Customer Acknowledgement

Customer Signature: 	Printed Name: Costa Date: 1/6/2025 2:58:16 PM
---	--

Terms & Conditions

The equipment described on this Service Report may include equipment that is owned by InnoServ or an affiliate and has been provided to Customer free of charge (collectively, "Loaned Equipment"). The equipment described on this Service Report may include equipment that is owned by InnoServ or an affiliate and has been provided to Customer free of charge (collectively, "Loaned Equipment"). Loaned Equipment does not include: (a) Customer-owned equipment, (b) equipment that has been sold to Customer by InnoServ or an affiliate as evidenced by a fully executed bill of sale or other definitive written agreement between the parties, or (c) any equipment that is subject to a written lease agreement between InnoServ or an affiliate and Customer. InnoServ or an affiliate owns all Loaned Equipment, and Customer has no interest whatsoever in the Loaned Equipment, including a leasehold interest, other than a temporary right to possession which may be revoked by InnoServ or an affiliate at any time, for any reason. InnoServ or an affiliate agrees to maintain the Loaned Equipment in proper working order, and Customer agrees to use in the Loaned Equipment only products supplied by InnoServ or an affiliate. Customer shall be liable for damage to or destruction of the Loaned Equipment, beyond normal wear and tear, while it is in Customer's possession. Customer agrees to maintain property, casualty, and general liability insurance in amounts sufficient to (1) cover the replacement cost of the Loaned Equipment in the event that the Loaned Equipment is destroyed or damaged by fire, wind, theft, vandalism, or similar occurrence; and (2) pay any personal or property taxes assessed upon the Loaned Equipment. Customer agrees to indemnify, defend, and hold InnoServ and its affiliates harmless from any claim brought against InnoServ or its affiliates in connection with Customer's use of the Loaned Equipment. InnoServ or its affiliates makes the Loaned Equipment available to Customer "as is" with no warranties, either express or implied. INNOSEV AND ITS AFFILIATES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If InnoServ or an affiliate, in its sole discretion, revokes Customer's temporary right to possession of the Loaned Equipment, Customer agrees to make the Loaned Equipment available for pick up by InnoServ or an affiliate during regular business hours upon 24 hours notice of revocation, oral or written, by InnoServ or an affiliate.

The Terms and Conditions of Service available at <https://www.innoserv.com/termsandconditions> are incorporated by reference herein in their entirety and apply to all services provided in connection with this Service Report. InnoServ and its affiliates hereby object to and shall not be bound by any additional, different or conflicting terms provided or proposed by Customer, whether printed or otherwise, in any other communication between the parties (including on any proposal or any of Customer's forms, letter or papers).

Integrity Total Service, LLC

P.O. Box 974 | Forestdale, MA. 02644
508-309-9180 | info@integrity-clean.com | www.Integrity-Clean.com

RECIPIENT:

Savory

316 Route 6
Truro, MA 02666
Phone: [REDACTED]

SERVICE ADDRESS:

316 Route 6
Truro, MA 02666

Invoice #29834

Issued 10/15/2024

Due 11/14/2024

Total \$770.00

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
10/07/2024				
Exhaust Clean	Clean entire kitchen grease exhaust system. 1 Fan 2 Ducts 1 Hood (14 foot) All Filters All work performed to NFPA 96 code standards	1	\$485.00	\$485.00*
Deep Clean	Clean equipment and floor as instructed.	1	\$285.00	\$285.00*

PA CH 5586

Total \$770.00

* Non-taxable

Thank you for your business!

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: DIANE COSTA

Certificate Number: 6312886

Date of Completion: 4/26/2023

Date of Expiration: 4/26/2028



Issued By:

*The above-named person is hereby issued this certificate
for completing an allergen awareness training program
recognized by the Massachusetts Department of Public Health
in accordance with 105 CMR 500.009(G)(3)(a).*



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.massrestaurantassoc.org



www.restaurant.org

This certificate will be valid for five (5) years from date of completion.



TAP SERIES, LLC

Certificate of Achievement

This is hereby certified that on 01/02/2024

Diane Costa

*having successfully completed
the course of study*

Approved Manual Choke Saving Procedures Training

This certificate is only valid for the person printed above.
This certificate expires on 01/02/2027

Sandra Kovach

Sandra Kovach, Managing Member

CSPT01958

Rose Obetz
Rose Obetz, PhD.

TAP Series @ www.tapseries.com
To verify, go to www.tapseries.com/verify



ServSafe® CERTIFICATION

DIANE COSTA

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

23881055

CERTIFICATE NUMBER

4/26/2023

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

10795

EXAM FORM NUMBER

4/26/2028

DATE OF EXPIRATION



#0655

Sherrill Benson
Sherrill Benson
Executive Vice President, National Restaurant Association Solutions



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Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

TAX STATUS REQUEST FOR LICENSING

Date 11.07.2024

Request is coming from the Selectmen's Office X

Owner's Name Diane and William Costa

Business Name Savory & the Sweet Escape

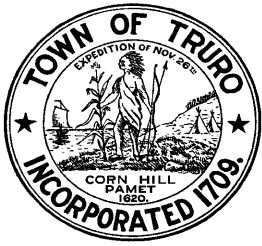
Business Address 316 Route 6

Map and Parcel 42-274 Cafe

Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.


Tax Collector's Signature

11/08/2024
Date



Consent Agenda Item: 9D

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: February 11, 2025

ITEM: Approval of the 2025 Temporary Population Estimate for the Alcoholic Beverages Control Commission (ABCC)

EXPLANATION: Each year, the ABCC requires (under M.G.L. Ch. 138 Section 17) towns or cities to provide an estimate of the temporary increased resident population. This population estimate is used to establish a quota for seasonal package goods stores licensed under M.G.L. c. 138 Section 15. The seasonal population estimate for 2024 was 16,594 and the seasonal population estimate for 2025 comes to 16,648.

The 2025 estimate was reached using the current formula, which is as follows: **16,648** = 2024 estimate (16,594) + (number of new residence homes in 2024 (*27 total) x 2 persons). This formula has been used since at least 1994.

*27 - Ten new single-family residences and seventeen new two-family residences (Cloverleaf) were permitted in 2024.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The estimate can be tabled for further review, but a figure must be submitted to the State by March 1, 2025.

SUGGESTED ACTION: *MOTION TO approve the 2025 Estimate for Temporary Increased Population Estimate to be 16,648 for the Town of Truro.*

ATTACHMENTS:

1. ABCC Seasonal Population Form 2025

COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

95 Fourth Street, Suite 3, Chelsea, MA 02150

Seasonal Population Increase Estimation Form

Calendar Year:

2025

Municipality:

Truro

Approved Date:

February 11, 2025

Alcoholic Beverages Control Commission
c/o Licensing Department
95 Fourth Street, Suite 3
Chelsea, MA 02150

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on

February 11, 2025

estimated that the temporary increased resident population

of Truro

, as of July 10,

2025

will be

16, 648

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief. The above statements are made under the pains and penalties of perjury.

Very truly yours,

Local Licensing Authorities

Select Board Meeting Minutes

Consent Agenda Item: 9E1

April 2, 2024 Meeting

Via Zoom Platform

Select Board Members Present: Kristen Reed-Chair; Susan Areson-Vice Chair; Robert Weinstein-Member; John Dundas-Clerk; Stephanie Rein-Member

Select Board Members Absent: NONE

Others Present: Darrin Tangeman-Town Manager; Kelly Clark-Assistant Town Manager; Barbara Carboni (Town Planner/Land Use Counsel); Jarrod Cabral (DPW Director); Alex Lessin (Finance Director); Michael Cohen (Charter Review Committee Clerk); Dennis O'Brien (Truro Resident); Michael Forgione (Truro Resident)

Chair Reed opened the meeting at 1:00 pm and read aloud the information for members of the public to attend the meeting.

EXECUTIVE SESSION MINUTES REPORT - None

PUBLIC COMMENT

Chair Reed read aloud the rules for the public to follow when making public comments.

Chair Reed recognized the following individuals who made public comments: Michael Forgione who asked whether the public would be able to make comments about items on the agenda for Board Action, to which the answer was yes with a time limit.

PUBLIC HEARINGS - None

INTRODUCTION TO NEW EMPLOYEES - None

BOARD/COMMITTEE/COMMISSION APPOINTMENTS - None

STAFF/ COMMITTEE UPDATES

A. DPW Community Forum and Ad Hoc Building Committee Updates

Presenter: Jarrod Cabral, Public Works Director

Public Works Director Jarrod Cabral informed the Select Board that he held a hybrid DPW Community Forum that had been very successful. Due to the informal nature of the meeting, he felt the public was able to give more valuable feedback and ask questions. Some of the questions were ones he had heard before but were worth asking again so any new people who attended were able to hear the answers. Some of the questions asked included whether a decision had been made about the location of the new DPW facility, whether other locations had been considered, and other projects that would impact tax payers.

When asked whether anyone had taken advantage of the tours being offered of the current DPW facility, Public Works Director Cabral stated they had not, but that he had received emails to inform him that many citizens appreciated the effort. Vice-Chair Areson asked for an update about the Ad Hoc

Building Committee and Public Works Director Cabral said the group had appointed officers, co-chairs, and reviewed potential changes to the building design, including reducing the square footage. He stated that they do not want to compromise the longevity of vehicles or machines and want to ensure enough space for all of the people who work at the site year-round.

Member Weinstein, who is the liaison to the Ad Hoc Building Committee, stated that the committee has created an aggressive schedule to meet two days a week, so they are able to bring forward recommendations to the board and the upcoming town meeting. The committee has considered issues at the 340 Route 6 site, such as lessening the impact to abutters, removing trees, and cost and size reduction. They have given no consideration to the site at Town Hall Hill.

Chair Reed asked Public Works Director Cabral to explain how they put the event together. He stated that the team (the Town Manager, Assistant Town Manager, and Katie Riconda, the Communications and Marketing Coordinator for Truro) and he met over a four-week period to plan the event. Katie Riconda kept the group focused and helped create a very well-prepared meeting.

SELECT BOARD ACTION

Assistant Town Manager Clark reported that Town Counsel reviewed the warrant articles. Changes were made to the Sand Pit Road article to add a clause in the front section, and they are waiting for it to come back from Town Counsel. The budget document must be formatted before it is placed in the warrant, which should be completed in the next few days. Assistant Town Manager Clark also stated she had sent the board a draft message to be inserted into the beginning of the warrant and has asked for any substantive changes to be discussed by the board and any edits to be made by Thursday morning.

Finance Director Lessin reported that there have been over six budget task force meetings and the finance committee met two to three times. One item they are still reviewing is ambulance receipts.

A. Vote on Warrant Articles

Presenter: Darrin Tangeman, Town Manager

Chair Reed opened up the floor to any colleagues with questions or comments on the town warrant Article 13: Borrowing authorization for Mill Road culvert replacement and salt marsh restoration. Select Board members did not have any notes for discussion.

Vice-Chair Areson made a motion to recommend Article 13 as printed in the warrant.

Member Rein seconded the motion.

Roll Call Vote:

Vice-Chair Areson - Aye

Clerk Dundas - Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 5-0-0, motion carries.

Chair Reed introduced the discussion on Article 40: The establishment of the Truro Senior Perks Pilot Program. She informed the Board that questions were given to the petitioners, but they are not required to answer them at this meeting. These questions may come up on the Town Meeting floor. She

also noted that some members of the Board have already decided their vote so others should be considerate of time. She opened the floor to colleagues to ask questions of the petitioner Anne Greenbaum.

Member Rein noted that the town has supported its youngest citizens and must also care for its seniors. She appreciated that the article was written collaboratively. She also wondered what the true costs of the article would be and whether the community desires it.

The article petitioner Anne Greenbaum pointed out that the Select Board sets the fee for beach permits and the Board of Health sets the fee for the transfer station. It is recommended for these fees not to exceed 25% of the current fee, so the maximum revenue the town would lose would be \$75 for the transfer station access and about \$82 for the beach sticker. She estimates there are just over 600 people eligible, meaning the program would cost the town about \$50,000.

The finance committee voted not in favor of the program as it is currently presented due to the impact it would have on the budget and the fact that it is not means tested. There is also not a way to prevent second homeowners from benefiting from the program.

Vice-Chair Areson noted that the program is a pilot program and non-binding. Member Rein stated that given the demographics of the town, she would like the age to be pushed up to 70. She also asked about how much of the costs of the transfer station is covered by fees. Town Manager Tangeman reported that the fees currently cover operational costs but not labor costs. Finance Director Lessin stated the solid waste fees help balance the budget and would have to be found elsewhere. There would be an unknown loss of projected revenue for 2025. Truro Resident Michael Forgione stated that he believes the town questions spending money on a program that benefits the elderly. DPW Director Cabral stated that the current contract that determines cost per ton for waste is expiring and there will no longer be fixed fees. The amount will therefore change year to year. Chair Reed said the issue is the impact on the budget, not about supporting seniors. A Truro resident noted that the article will allow them to collect data for a year while also providing a relatively cheap program.

Chair Reed made a motion to recommend Article 40 as is written in the warrant.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice-Chair Areson - Aye

Clerk Dundas - No

Member Weinstein - No

Member Rein - No

Chair Reed - No

So voted, 1-4-0, motion does not pass.

Chair Reed stated the next article under discussion was Article 41: New DPW Facility on Town Hall Hill - Engineering and site planning for two existing conceptual plans. She asked Truro Resident Dennis O'Brien to speak about how introducing a third option could possibly delay progress on the development of the new DPW facility. Truro Resident Dennis O'Brien stated that Article 41 asks for the plans for the new DPW facility developed by the DPW Study Group (Campus Plan) and Weston & Sampson ("monolith" concept) be applied to Town Hall Hill and provide adequate comparison of plans. Chair Reed stated that the proposed assessment may impact trust and confidence in the existing plans and asks how the town would handle any criticism and mistrust that comes from the proposal. Truro

Resident O'Brien stated that he believed the proposal would create more trust by increasing transparency, reducing bias, and potentially saving taxpayer dollars.

Vice-Chair Areson brought up issues with the \$1,000,000 proposed to create this third plan. Truro Resident O'Brien responded that the proposed \$1,000,000 could come from free cash available and the money it could save in the final plan should also be noted.

Chair Reed made a motion to recommend Article 41 for the new DPW Facility on Town Hall Hill - Engineering and site planning for two existing conceptual plans.

Clerk Dundas seconded the motion.

Roll Call Vote:

Vice-Chair Areson - No

Clerk Dundas - No

Member Weinstein - No

Member Rein - No

Chair Reed - No

So voted, 0-5-0, the motion does not pass.

B. Select Board Reconsideration of Votes to Recommend Warrant Articles

Presenter: Darrin Tangeman, Town Manager

Chair Reed stated that in accordance with the recommendation of Town Counsel, the Board would provide Clerk Dundas with an opportunity to vote on articles for which he was absent. Clerk Dundas was given a chance to make any comments or discussion.

Chair Reed made a motion to reconsider the prior votes to recommend the articles in agenda item 7E.

Vice-Chair Areson seconded the motion.

Roll Call Vote:

Vice-Chair Areson - Aye

Clerk Dundas - Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 5-0-0, motion carries.

Chair Reed made a motion to recommend warrant articles listed in agenda item 7E as printed in the warrant.

Clerk Dundas seconded the motion.

Roll Call Vote:

Vice-Chair Areson - Aye

Clerk Dundas - Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 5-0-0, motion carries.

C. Discussion and Possible Vote on Proposed Charter Amendment Warrant Article

Presenter: Nancy Medoff, Charter Review Committee (CRC) Chair, and Darrin Tangeman, Town Manager

Vice-Chair Areson recused herself from the discussion.

CRC Clerk Michael Cohen represented the Charter Review Committee in Nancy Medoff's absence. CRC Clerk Cohen stated that the CRC met the previous day, and he felt it was premature for him to answer questions without having discussion with other CRC members.

Town Planner Barbara Carboni stated that the current rules are meant to protect staff and places the town manager in charge of all employees. The Select Board members must go through the town manager to speak to employees. Changing the language in the charter creates ambiguity and makes it more difficult to follow, so Select Board members and employees may be unsure if the rule was violated.

Chair Reed had presented a list of questions to the chair of the Charter Review Committee but had not received responses, which prevented her from supporting the article. Chair Reed read her list of questions, which included how they can continue to ensure transparency and accountability to prevent the misuse of power and asked them to provide situations where the current language has caused problems for the functioning of the government or select board. CRC Clerk Cohen stated their intent was not to create feelings that there was a vendetta and that they believed it enriched the charter and brought it to modern times.

Chair Reed made a motion not to include the proposed articles on the annual town meeting warrant. Member Weinstein seconded the motion.

Roll Call Vote:

Clerk Dundas - Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed - Aye

Vice-Chair Areson - Abstain

So voted, 4-0-1, motion carries.

D. Discussion and Vote on Proposed 2024 Annual Town Meeting Article on Public Works Facility

Presenter: Robert Weinstein, Member

Member Weinstein stated that the proposed article would allow the Ad Hoc Building Committee to move forward with the \$35 million proposal. He also wanted it to be clear that the Select Board and Weston & Sampson believed the location of 340 Route 6 was the best location. Chair Reed acknowledged the "sticker shock" for the current proposed amount and trusts that the committee is making decisions driven by data and policy.

Town Manager Tangeman was okay with the language and recognized they would likely see a cost reduction. DPW Director Cabral stated that the Ad Hoc Building Committee is part of the decision making and that the amount could be reduced on the floor at the meeting. Member Weinstein agreed with both of them and stated he is sure the committee will have a recommendation for the board by the end of April as they discuss where to reduce costs. Vice-Chair Areson suggested letting the public know they are working on reducing the cost. Chair Reed stated that the building features should include storing vehicles, DPW staff, and a space to house all of the voting public.

Member Weinstein stated that voting on these articles gives the public a chance to express their opinion. Vice-Chair Areson stated that they had told voters they would have a chance to vote on the site so the articles should be included. Chair Reed wondered if it was necessary to allow the town meeting to vote on it.

Public Comment: Michael Forgione who asked if Member Weinstein was presenting the article as a Select Board member or a resident (to which Chair Reed responded he will do so as a Select Board member), and he believes there is an opportunity to use the site at Town Hall Hill; Tim Hickey who noted that the traffic on Route 6 could potentially impact construction and make it less efficient and that Town Hall Hill would offer a large part of town to work on that would not leave cleared land along Route 6; Bob Panessiti who stated that costs will increase the longer the project is delayed and that they must authorize borrowing the amount to avoid the need to ask for more.

Chair Reed made a motion to include article X for borrowing authorization for the engineering and construction of public works facility on the 2024 annual town meeting warrant as proposed in article 13.

Vice-Chair Areson seconded the motion.

Roll Call Vote:

Vice-Chair Areson - Aye

Clerk Dundas - Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 5-0-0, motion carries.

Chair Reed made a motion to recommend article X borrowing authorization for the engineering and construction of a public works facility as printed.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice-Chair Areson - Aye

Clerk Dundas - Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 5-0-0, motion carries.

E. Vote to Post and Electronically Sign the 2024 Annual Town Meeting Warrant

Presenter: Darrin Tangeman, Town Manager

Assistant Town Manager confirmed that the Moderator approved of the timing of the meeting. Chair Reed stated that since many will not be familiar with having a special town meeting prior to the regular town meeting, a forum such as the one recently held by the DPW may be helpful to avoid any confusion. Town Manager Tangeman stated that he had discussed creating an informational video or conducting a live video on Facebook, though Chair Reed noted there are many in town who do not use technology so a hybrid meeting may be a better opportunity.

Chair Reed made a motion to set the start time of the Annual Town Meeting for 2024 at 10:00 AM and approve and electronically sign the 2024 annual town meeting warrant for posting and to post the warrant in accordance with the town charter.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice-Chair Areson - Aye

Clerk Dundas - Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 5-0-0, motion carries.

TABLED ITEMS - None

SELECT BOARD REPORTS/COMMENTS

Member Rein reported that she had attended the Community Pasta Dinner at Truro Central School, and it was a huge success. She also noted that Truro Recreation is collaborating with Wellfleet Recreation, which means children in Truro will be able to take swimming lessons in Wellfleet.

Member Weinstein seconded Member Rein's comments about the Pasta Dinner. He also thanked members of the Ad Hoc Building Committee for setting an aggressive schedule of meeting twice a week. He also stated that Weston & Sampson have been available to answer any questions generated by the committee.

Clerk Dundas reported that they have at least two Fred Todd Community Service nominations that are in and there will be more to follow. The Concert Committee met on Monday and informed everyone they will commence on the Fourth of July. He thanked Damion Clements for hosting the meeting on Monday. The Cemetery Commission also had success with having guides in the cemeteries and will do another tour in the fall.

Vice-Chair Areson reported that shellfishing season has been extended to Sunday, April 14. She also attended a library forum with Paul Wisotzky and noted there was a lot of concern amongst voters about the consent agenda and the length of the warrant. Many are worried they will not be able to get through the entire meeting and are wondering what they will do if the meeting goes over.

Chair Reed noted that they should have a plan for the town meeting running over so they are not stuck with unfinished business. She trusts the Moderator, however, who has worked through lengthy town meetings in the past.

TOWN MANAGER REPORT

Town Manager Tangeman reported that he was pleased with the outcome of the DPW engagement meeting and that it should be a model for the future.

Town Manager Tangeman then reviewed the agenda for the next Select Board meeting on April 9, 2024.

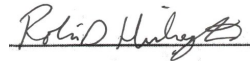
Town Manager Tangeman and Select Board members noted there are various appointments to be made for committees and they must review applications and ensure they have enough applicants. They must also discuss the Pamet River Restoration.

Chair Reed made a motion to adjourn at 3:25 pm.

Vice-Chair Areson seconded the motion.

By unanimous consent, the meeting was adjourned.

Respectfully submitted,



Robin D. Huibregtse
Board Support/CPC Coordinator

Susan Areson, Chair

Robert Weinstein, Vice Chair

Nancy Medoff, Clerk

Stephanie Rein, Member

Susan Girard-Irwin, Member

Public Records Material Attachments

Legal Notice

Draft Warrant (as of 4.1.2024)

Draft Article: Borrowing Authorization for the Engineering and Construction of Public Works Facility

Posting of the 2024 Annual Town Meeting Warrant

Select Board Work Session Minutes

Consent Agenda Item: 9E2

October 8, 2024, Work Session Meeting

Via Zoom Platform (Hybrid)

Select Board Members Present: Susan Areson-Chair, Robert Weinstein-Vice Chair; Nancy Medoff-Clerk; Stephanie Rein-Member; Susan Girard-Irwin-Member

Others Present: Darrin Tangeman-Town Manager; Kelly Clark-Assistant Town Manager

Chair Areson opened the meeting at 3:00 pm and read aloud the information for members of the public to join the meeting. She stated that comments and votes would not be taken during the work session.

TOWN MANAGER EVALUATION DISCUSSION

Chair Areson noted that the Select Board is bound by open meeting law, and they are only able to complete this task when they are all able to sit together. She reviewed what was completed at the previous meeting to create “buckets” and criteria on which they would evaluate the Town Manager.

She reported that the tasks that are outstanding include: Smart Goals (evaluation of competencies), scoring process, and the 360 Process, that is part of Town Manager Tangeman’s ICMA certification process. She began by reviewing the “buckets” created at the previous evaluation meeting.

Clerk Medoff asked what the goal of the session was and how they could judge success, to which Chair Areson responded that they will hopefully agree on the evaluation criteria and begin working on the Smart Goals. Each member should come up with one or two Smart Goals to end with 5-10 goals that the Town Manager will work on.

DISCUSSION OF EVALUATION CATEGORIES AND CRITERIA

Clerk Medoff reviewed the evaluations of other Town Managers in similar sized towns in Massachusetts (Eastham, Provincetown) to have a basis for comparison. She found the following criteria categories: 1. Human Resources/Organizational Management (Talent Development); 2. Community Leadership/PR; 3. Fiscal Management/Capital Planning; 4. Town Operations/Infrastructure; and 5. Strategic Planning. She suggested they use these categories as the criteria categories, which are similar to what was previously suggested but, as Member Rein noted, the language and organization of the categories are slightly different. Member Girard-Irwin said she believed the criteria suggested by Clerk Medoff was clearer and easier to follow.

Town Manager Tangeman noted that those towns do not have credentialed managers and therefore they are not focusing on the ICMA core criteria for evaluation and professional development. He questioned if the criteria suggested by Clerk Medoff matches the areas of focus that the ICMA recommends, as he is focusing his professional development on the ICMA criteria. Member Girard-Irwin and Chair Areson stated that the Board is not bound by the ICMA criteria.

The Board discussed the differences in each set of categories. There was a debate on whether “Communications” can be considered part of each category or if it should be evaluated separately. Member Rein noted that presentation skills was also not being captured by the criteria suggested by Clerk Medoff, and whether it could be placed under Community Leadership/Public Relations. She then questioned what criteria was left to be placed under the category Town Operations. Clerk Medoff

replied that managing departments and ensuring that standards are met are criteria under this category. She also stated that they must consider that this evaluation is for the role of Town Manager, not specifically for Town Manager Tangeman.

Member Girard-Irwin read that the job description states that expectations include: attending and participating in Select Board meetings, representing the town in relations with other governing bodies (Federal, State, Local), maintaining and sharing knowledge of the needs and problems of the town with the Select Board, informing the Select Board of vacancies in town offices, approving expenditures, and approving a collective bargaining team. Clerk Medoff noted that this description does not include his role in Town Meeting.

The Select Board worked together to develop the following criteria for the category Town Operations: Compliance with all state, local, federal regulations and laws; Managing collective bargaining agreements as directed by the Select Board; Maintaining continuity of operations and crisis management plan; Operation and execution of town meetings and warrants.

They discussed whether Strategic Planning should be its own “bucket” and to what capacity it is in the job description. Member Girard-Irwin read what was used during the previous evaluation. They determined that it should be its own category and to place the following criteria in it: long range planning, identifying trends and anticipating future needs.

Clerk Medoff read the list of categories and criteria they had created thus far, and they discussed and narrowed down the criteria under each bucket as was possible. They discussed specifically the criteria of “community visibility” to define it and clarify how it would be measured, providing examples such as volunteering for community events in town and participating in community forums. Chair Areson reminded everyone to focus on what is most important and stated that they cannot require that he volunteer or participate in events that may take away dedication to his regular duties.

SMART GOALS

The discussion of Smart Goals transitioned from the discussion of the criteria under Community Engagement/Public Relations. Clerk Medoff suggested creating a goal of maintaining visibility by holding at least three public forums a year with at least twenty participants each focusing on specific important issues. The Board discussed whether they should require a certain number of participants or require that there be efforts made to increase attendance (promotion of events, picking relevant topics, offering incentives, etc.).

Member Girard-Irwin reviewed the goals she had prepared and shared a scoring grid to show how each can be measured. She had created a goal about delegation, empowerment, and coaching. Member Rein created a goal of finding a funding mechanism for an HR person. Clerk Medoff felt that Member Rein’s goal was part of a bigger goal. Chair Areson stated that it could be included as a goal under the budget process, suggesting they include reassigning responsibilities and/or funding sources to include the HR director within the existing budget.

Chair Areson added that there should be a smart goal focused on delegation (as well as workload and management) since it could help the staff feel less burdened, and funding an HR position would fall into this. Clerk Medoff said this would all fall under the broader category Organizational Management and focusing specifically on an HR position is an outcome of a bigger goal. Chair Areson agreed it is part of a

bigger picture but felt it was okay to have goals that would be easier to achieve because they are attainable and measurable. The members of the Select Board worked together to create a Smart Goal that included hiring an HR coordinator - During the budget process, explore funding sources to support the hiring of an HR coordinator within FY2025-2026 budget and present to the budget task force in Q12025.

Member Rein suggested creating a goal around timely responses to emails, questioning whether that would be reasonable. Town Manager Tangeman and Assistant Town Manager Clark agreed that there should be a standard for sending responses, and an internal policy is something that could be developed and implemented. Clerk Medoff shared a goal she found that would allow them to monitor such a goal, since she believed creating a policy would not measure success. Town Manager Tangeman mentioned they could automatically send a survey to measure satisfaction with responses. A draft of a Smart Goal was created based on this discussion.

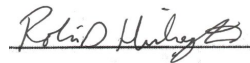
Chair Areson asked each Select Board member to come to a future meeting with at least one proposed goal to create at most two goals per criteria category.

Member Rein made a motion to adjourn at 4:56 pm.

Clerk Medoff seconded the motion.

By unanimous consent, the meeting was adjourned.

Respectfully submitted,



Robin D. Huibregtse
Board Support/CPC Coordinator

Susan Areson, Chair

Robert Weinstein, Vice Chair

Nancy Medoff, Clerk

Stephanie Rein, Member

Susan Girard-Irwin, Member

Select Board Meeting Minutes

October 8, 2024 Meeting

Via Zoom Platform (Hybrid)

Select Board Members Present: Susan Areson-Chair (via Zoom), Robert Weinstein-Vice Chair; Nancy Medoff-Clerk; Stephanie Rein-Member; Susan Girard-Irwin-Member

Others Present: Darrin Tangeman-Town Manager; Kelly Clark-Assistant Town Manager; Barbara Carboni (Town Planner/Land Use Counsel); Katie Halvorsen (Housing Coordinator); Tricia Ford (Truro Library Director); Anne Greenbaum (Truro Resident); Kait Blehm (Chair of Truro Library Trustees); Ellen English (Truro Resident); Christopher Rocca (Truro Resident); Elisabeth Verde (Town Clerk)

Chair Areson opened the meeting at 5:03 pm and read aloud the information for members of the public to attend the meeting.

EXECUTIVE SESSION MINUTES REPORT

None

PUBLIC COMMENT

Chair Areson read aloud the rules for the public to follow when making public comments.

Chair Areson recognized the following individuals who made public comments: Jarrod Cabral, Truro DPW Director, who reported that the contractor, Cape Cod Builders Inc., hired to do the renovation project on Walsh Cottage 13 at 25 South Highland claimed to have found mold and framing deficiencies and demoed the entire cottage without consulting with the town or the construction consultants from Weston and Sampson. They are working on getting a remedy for the situation in writing, communicating the situation to the state, evaluating the repercussions, and evaluating the current building permit; Anne Greenbaum who requested a report on the Out of School Time Programs that includes the number of kids served in the program last year, during the summer program, and that are currently enrolled.

PUBLIC HEARINGS

None

INTRODUCTION TO NEW EMPLOYEES

A. Recognition of Service of Library Director Tricia Ford

Presenter: Darrin Tangeman, Town Manager

Town Manager Tangeman congratulated Tricia Ford on her twelve years of service to the community and listed many of her accomplishments, including launching the library's Facebook page, YouTube channel, TikTok account, and organizing popular programming for the town. She created the first "seed library," the "library of things," and made more e-materials available. She found much success, even despite the closure during the pandemic, and earned the library various awards and recognitions. Tricia Ford commented that it was her career goal to become a library director, and she became a better director and person by interacting with kids, elderly, and those in need. She was thanked by Kait Blehm,

Chair of Library Trustees, and the Select Board members noted her major accomplishments and obstacles she was able to overcome.

B. Katie Halvorsen, Housing Coordinator

Presenter: Barbara Carboni, Town Planner and Land Use Counsel

Barbara Carboni reviewed the creation of the position of Housing Coordinator and introduced Katie Halvorsen. Katie Halvorsen has worked as a housing professional for seventeen years at the Housing Assistance Corporation on Cape Cod. She has worked with individuals from all over the Cape, including homeless individuals and families, housed people, and renters (young and old). She is well educated in housing instability and knows the obstacles that are faced to create affordable development. She has reviewed Truro's housing plan and knows there is a lot of work ahead. Chair Areson asked her what her priorities are and what she plans to tackle first. Katie Halvorsen answered that she will prioritize workforce housing and the Walsh property, though everything is important. Vice Chair Weinstein emphasized that she should review the zoning bylaws since those impact housing difficulties.

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

A. Nomination of Alternate Member to Cape Cod National Seashore Advisory Commission

Presenter: Susan Areson, Chair

Chair Areson reported that the single applicant for this position, Helen Addison, had withdrawn her application. They will continue to search for an alternate member. Meetings will be held quarterly in the new year and membership is open to people who live full time in Truro.

B. Interview and Possible Appointment to the Community Preservation Committee: Ellen English; Karen Ruymann

Presenter: Susan Areson, Chair

Chair Areson stated that the candidate Karen Ruymann was unable to join the meeting and that the Select Board will have a discussion and hold a vote after K. Ruymann is interviewed.

Ellen English (Truro Resident):

Ellen English has been on the board of the Truro Historical Society and received a mini grant from the CPC to create informational panels about historic locations in Truro. She has a history in grant writing for non-profits and state agencies, working as an independent grant writer. She is organized, gets jobs done, and is able to meet the time commitment needed to be an active member of the CPC. Select Board members noted her experience being on the receiving end of a grant and her skills in writing applications would be an asset to assist applicants with future CPC grants.

C. Interview and Possible Appointment to the Charter Review Committee: Christopher Rocca

Presenter: Susan Areson, Chair

Christopher Rocca (Truro Resident):

Christopher Rocca has experience working with documents similar to the Truro Charter. He was a leader in tech organizations in Boston where he managed large scale projects. Since moving to Truro he joined the local HOA and reviews project proposals and has worked to create a consistent process. He read the minutes of the committee going back to 2015, watched videos of recent meetings, and read the charter. He has also viewed meetings in other towns to see how they compare to those in Truro.

Clerk Medoff made a motion to appointment Christopher Rocca to the Charter Review Committee for a three-year term set to expire June 30, 2027.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Member Rein - Aye

Clerk Medoff – Aye

Member Girard-Irwin - Aye

Chair Areson – Aye

Vice Chair Weinstein – Aye

So voted, 5-0-0, motion carries.

STAFF/ COMMITTEE UPDATES

A. Records Preservation Update

Presenter: Elisabeth Verde, Town Clerk

Town Clerk Verde reported that she and her team identified historic files to send with their vendor to be preserved. The files were taken to the vendor's single facility in North Carolina, and this first installment should be completed next month. The first files to be preserved were evaluation lists from 1921-1923 in large soft cover books. The existing pages will be bound into hard cover books when they come back and will be available in a digital format. She must keep originals of some files if they are in a condition to do so. The next installment will consist of vital documents once the fragile ones (birth certificates, death certificates) are complete.

SELECT BOARD ACTION

A. Review and Possible Approval of Curb Cut for 109 Castle Road

Presenter: Jarrod Cabral, DPW Director

DPW Director Cabral reviewed the application included in the packet for the curb cut. Vice Chair Weinstein asked if there is any anticipation of future construction, but there is currently no application for the property except for the curb cut.

Vice Chair Weinstein made a motion to approve the curb cut application for 109 Castle Road and to authorize the chair to sign it electronically.

Clerk Medoff seconded the motion.

Roll Call Vote:

Member Rein - Aye

Clerk Medoff – Aye

Member Girard-Irwin - Aye

Chair Areson – Aye

Vice Chair Weinstein – Aye
So voted, 5-0-0, motion carries.

TABLED ITEMS

None

SELECT BOARD REPORTS/COMMENTS

Clerk Medoff reported that last week she attended the joint meeting with Provincetown where she gained an understanding of their relationship in regards to water, its history, and how they can move forward with the terms of the IMA to make it more current with current needs of the community. She stated it was a positive meeting with lots of discussion. The Joint Working Group is working hard to find new sources of water and have been timely and appropriate with any updates. She knows that within the public there are varying levels of understanding of this topic and believes it would be helpful to make sure people are getting answers with accurate information. Thus, she proposed a listening session around water, so the public can ask questions and officials can respond with accurate information putting everyone in a position of knowledge. On October 17, 2024, there is an information session by the Climate Action Committee on the topic of wastewater management. The public can also get more information by going to the Provincetown website or the Truro Board of Health website and looking under Water Resources, which will provide a link to the Joint Water Resource Group and a lot of good information. This Thursday there is a hybrid Water and Sewer Board meeting at the Provincetown Community Center, and she will attend as the representative from the Select Board. The agenda includes an item to discuss the IMA. On October 1, 2024, she attended as the liaison to the Human Services Committee meeting and reported that their funding requests are open and due before Friday November 8, 2024. Her office hours are Thursday 9:00-11:00 a.m. at Town Hall. She will also attend the Cape and Island Municipal Leaders breakfast in Wellfleet.

Member Girard-Irwin reported that on September 26 she attended the Open Space Committee as a past member to provide background and history on the Open Space and Recreation Plan. She also attended the School Committee meeting on October 3. She also provided a reminder that CPC grant applications for the next cycle are due at the beginning of November. She plans to attend the Wellness Fair with the COA on October 17 and stated that there is a link to a state-wide survey on assessing senior needs, separate from the initiative of the town. For future meetings, she stated she will attend a COA Board meeting at 8am and a CPC meeting which she will attend as a liaison. She held Select Board hours this past Sunday at the Transfer Station and will hold future hours on October 16 at the Community Center from 12:30 to 1:30 pm, and October 25 at the Transfer Station from 10:00 to 11:00 am.

Vice Chair Weinstein also attended the joint meeting with Provincetown, where they were given information on the breakdown of water use and how many people are customers who pay into the Provincetown system. The system is all self-funded by people who hold accounts. He also thanked Joan Holt (Truro Resident) for questions on the implications of climate change and sea level rise, which could increase the chance of saltwater intrusion into the aquifer, and was disappointed officials were unable to address questions since they were asked at the end of the meeting. The previous day he attended the Energy Committee meeting where they held important discussions regarding the beginning of

electrification (buildings, vehicles, personal vehicles). The National Electrical Vehicle Interface (NEVI) is in the process of going along Route 6 to see where they can install fast charge terminals, which can be on town owned or private property that is a mile from an on-ramp onto the highway. This is an opportunity for the town to make suggestions about where stations can be. He later suggested inviting representatives from NEVI to a meeting. They also discussed Solar Simplified, a program in which qualified users can join and get deductions on monthly electric bills. The town could benefit from these discounts (up to 20%). He believes it is a policy question, but people made suggestions about how much should be charged monetarily for level 2 chargers and fast charging stations in the town, recognizing there are opportunities to increase revenue in the town. It was suggested the cost should be 30 cents per Kilowatt hour and if customers were to leave their vehicle idling while they do other activities, it could be 60 cents per kilowatt hour. He hopes the Board will address that as well as have a discussion about solar umbrellas that could be incorporated into DPW plan.

Member Rein began by promoting the third part of the Outer Cape Water Source multi-part presentation which will focus on wastewater. She said she also attended the joint Provincetown and Truro water meeting and has realized there is a lot of work ahead. She also reported that the Ad Hoc Walsh Committee will meet on October 21, 12:30-2:30 pm in a remote meeting and they will figure out the structure of the board and set a meeting schedule that will consist of hybrid meetings. The Climate Action Committee will meet October 23, 10:00 am-12:00 pm at Town Hall. She also wanted to express condolences for the passing of Susan Jackett. Finally, she proposed adding the issue of the town seal committee onto a future agenda.

Chair Areson also expressed condolences to Tony Jackett, the husband of Susan Jackett, and stated that the wake will be on Friday 4:00-6:00 pm with services being held on Saturday morning at Nickerson in Wellfleet. She watched the Joint Water meeting and noted the discussion about attempting to negotiate use of the Air Force Base wells for more than just an emergency basis, though the federal government considers the taking of water to be mining, which creates a big hurdle. The National Seashore Advisory Commission focused on erosion, specifically discussing the rebuilding of the Marconi stairs as an example. She also noted that Truro-specific issues include the Pamet River restoration, since it falls within Seashore territory, and Longnook, for which a coastal geologist made recommendations. Their next meeting is in January, and they will plot out topics for quarterly meetings. Cape Light Compact wants to do a presentation and requested November 19. The Climate Change Collaborative is also holding a free conference in Hyannis on October 24. As the liaison to the Part Time Resident Advisory Committee, she stated they proposed a presentation on October 22. The Rental Assistance Program also informed her that their contract expires November 1 and are looking for guidance. Town Manager Tangeman responded that the Town is actively engaged in this. There is a Housing Authority meeting on Thursday, and she noted that at town meeting, voters allocated 60% of CPC money towards housing. Assistant Town Manager Clark said that the bylaw does not mean those funds automatically go into the Affordable Housing Trust, and believes that they must submit an application, but she will research that answer. Member Girard-Irwin stated that she believes it would go to the Truro Housing Trust so they must submit application.

TOWN MANAGER REPORT

Town Manager Tangeman reported that they sent out 700 mail-in ballots to residents. He also said there is a Walsh meeting on October 21, at which they will work on a formal board set up, will discuss their charge, and will present a draft timeline with a list of tasks that need to be achieved. He provided an update for the recruitment of a new library director, and reported that Maggie Hanelt, the current Assistant Library Director, is serving as the Interim Director of Library. He thanked the Library Trustees for their help in the process and noted the success of the professional brochure on the position that detailed all the things the library and town offer. A decision will be made in the next day or so. He also provided an update about other positions that are open: they will be holding interviews for the CPC Coordinator; they have identified a candidate for the Office Assistant 2 Health Department position; they are narrowing the search for the Climate Action Coordinator, and noted that they will use free cash to fund the first year of the position and maybe next year until the solar program is in place to fund it in perpetuity. He noted the topic will be put on a future agenda to discuss confusion over the whether the credits being sold to Brewster will be funding the Climate Action Coordinator position. The town is also recruiting two firefighter/paramedic positions and an assistant transfer station attendant.

CONSENT AGENDA

Chair Areson said she sent along minor edits to the minutes the previous day.

Member Rein moved to approve the Consent Agenda with the minor edits.

Clerk Medoff seconded the motion.

Roll Call Vote:

Member Rein - Aye

Clerk Medoff – Aye

Member Girard-Irwin – Abstain

Chair Areson – Aye

Vice Chair Weinstein – Aye

So voted, 4-0-1 motion carries.

Town Manager Tangeman then reviewed the agenda for the next Select Board meeting on October 17, 2024.

Town Manager Tangeman said that they should use a work session to review the budget next Tuesday and discuss the findings on Walsh Cottage.

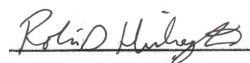
Town Manager Tangeman also noted there are multiple reports to be presented on October 22, 2024. A meeting for the Town Manager evaluation was planned for October 29, 2024, at 3:00 pm.

Chair Areson made a motion to adjourn at 7:55 pm.

Clerk Medoff seconded the motion.

By unanimous consent, the meeting was adjourned.

Respectfully submitted,



Robin D. Huibregtse
Board Support/CPC Coordinator

Susan Areson, Chair

Robert Weinstein, Vice Chair

Nancy Medoff, Clerk

Stephanie Rein, Member

Susan Girard-Irwin, Member

Public Records Material Attachments

United States Department of the Interior Letter

Application to Serve - H. Addison

Application to Serve - E. English

Application to Serve - K. Ruymann

Application to Serve - C. Rocca

Curb Cut Application for 109 Castle Road

Select Board Meeting Minutes: June 25, 2024, Regular Minutes (to be approved)