



Truro Select Board

Tuesday, December 17, 2019

Regular Meeting-5:00pm

Truro Town Hall - 24 Town Hall Road

1. PUBLIC COMMENT

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

2. PUBLIC HEARINGS

- A. Public Hearing and Vote to Determine whether to issue a Cable Television License to Comcast Communications Management, LLC.

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Interview and Appoint to the Charter Review Committee: Cheryl Best, William Golden, and Christopher Lucy.

4. TABLED ITEMS

- A. Application for a Curb Cut Permit-Tobia-65 Depot Road-Move for Action
- B. Application for a Curb Cut Permit-McArdle-15 North Pamet Road-Move for Action

5. SELECT BOARD ACTION

- A. Community Development Partnership Strategic Plan
Presenter: Jay Coburn, Community Development Partnership, Chief Executive Officer
- B. Presentation on Coastal Resiliency Grant
Presenter: Emily Beebe-Truro Health and Conservation Agent; Shana Brogan-Eastham Conservation Agent; Rich Delaney-Center for Coastal Studies
- C. Review and Approve Year-Round Condominium Use-Seasong Condominiums Unit 6
Presenter: Emily Beebe, Health and Conservation Agent
- D. Review and Approve Year-Round Condominium Use-Big Fisherman Condominium
Presenter: Emily Beebe, Health and Conservation Agent
- E. Discussion and possible approval of Revised Walsh Property Committee and Process
Presenter: Rae Ann Palmer, Town Manager
- F. Letter Supporting Massachusetts Carbon Pricing Legislation
Presenter: Bob Higgins-Steele, Climate Action Committee, Vice-Chair

6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. *FY19 CDBG Housing Rehab Sub-Grantee Contract*
 - 2. *Covanta SEMASS contract agreement*
- B. Review and Approve 2020 Annual Business Licenses: Box Lunch, Savory and the Sweet Escape, and Salty Market
- C. Review and Approve Alcoholic Beverages Control Commission 2019 Annual Report
- D. Review and Approve Renewal of Aquaculture Development Area Licenses-Stephen Roderick
- E. Review and Approve Select Board Minutes-December 5, 2019

7. SELECT BOARD REPORTS/COMMENTS

8. TOWN MANAGER REPORT

9. NEXT MEETING AGENDA: January 14 and January 28



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: December 17, 2019

ITEM: Comcast Contract Public Hearing

EXPLANATION: Truro is currently negotiating a 10-year proposal with Comcast Cable Communications with the towns of Wellfleet, Eastham, Orleans, and Brewster through joint representation provided by KP Law. Truro's current agreement is set to expire January 30, 2020. As part of the Comcast Cable Negotiation process, the Select Board must hold a public hearing to determine whether to issue a cable television license to Comcast Cable Communications Management, LLC. Members of the public are invited to attend and be heard on the topic: (a) whether the current cable provider is in full compliance with its currently-existing cable license; and (b) what are the Town's future cable-related needs.

An informational survey opened to the community on October 16, 2019 and closed at the end of November. It asked respondents about their Comcast service and coverage as well as some demographic information. There were 103 respondents. Assistant Town Manager Kelly Clark will provide information about the survey at the meeting.

No action is required at this time; this is an opportunity to hear the community. As the negotiations continue, more information will be provided.

SUGGESTED ACTION: *MOTION TO*

ATTACHMENTS:

1. Notice of Public Hearing
2. Survey Results
3. Comcast Formal Renewal Proposal to the Town of Truro (not attached) is available in hard copy through the Clerk's Office.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

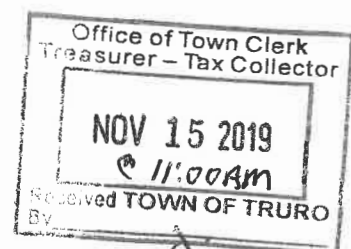
Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

NOTICE OF CABLE TELEVISION PUBLIC HEARING

Please take notice that the Select Board of the Town of Truro, Massachusetts, as Issuing Authority for a cable television license under M.G.L. c.166A, will hold a public hearing on **December 17, 2019 at 5:00 p.m.** The public hearing will be held at Truro Town Hall, 24 Town Hall Road, Truro. The purpose of the public hearing will be to determine whether to issue a cable television license to **Comcast Cable Communications Management, LLC**. All applications, reports, statements and license drafts to be considered at the hearing that constitute public records under state law are available for public inspection during regular business hours and for reproduction at a reasonable fee. Members of the public are invited to attend and be heard on the topic: (a) whether the current cable operator is in full compliance with its currently-existing cable license; and (b) what are the Town's future community cable-related needs.

Rae Ann Palmer, Town Manager

Town of Truro



Informational Cable Survey Results

TOWN OF TRURO

2019

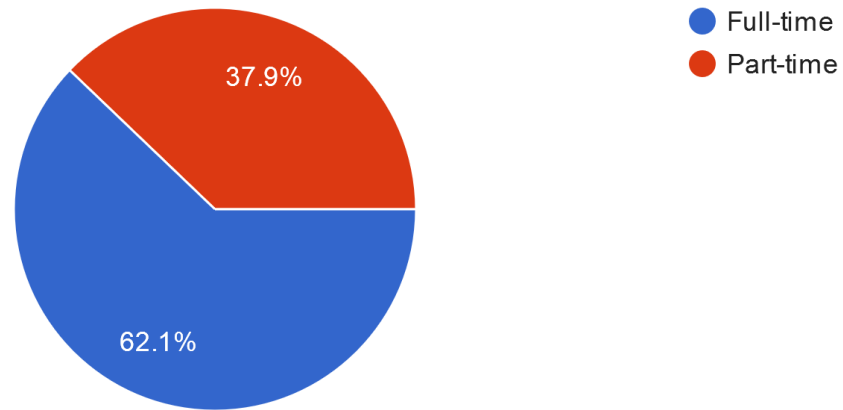
Informational Cable Survey Results

- ▶ Opened October 16, 2019. Last response recorded November 28, 2019.
- ▶ Advertised on Town of Truro website, Town Manager's Weekly Reports, Facebook, Truro E-newsletter
- ▶ 103 Responses

Informational Cable Survey Results

Are you a full-time or part-time resident of Truro?

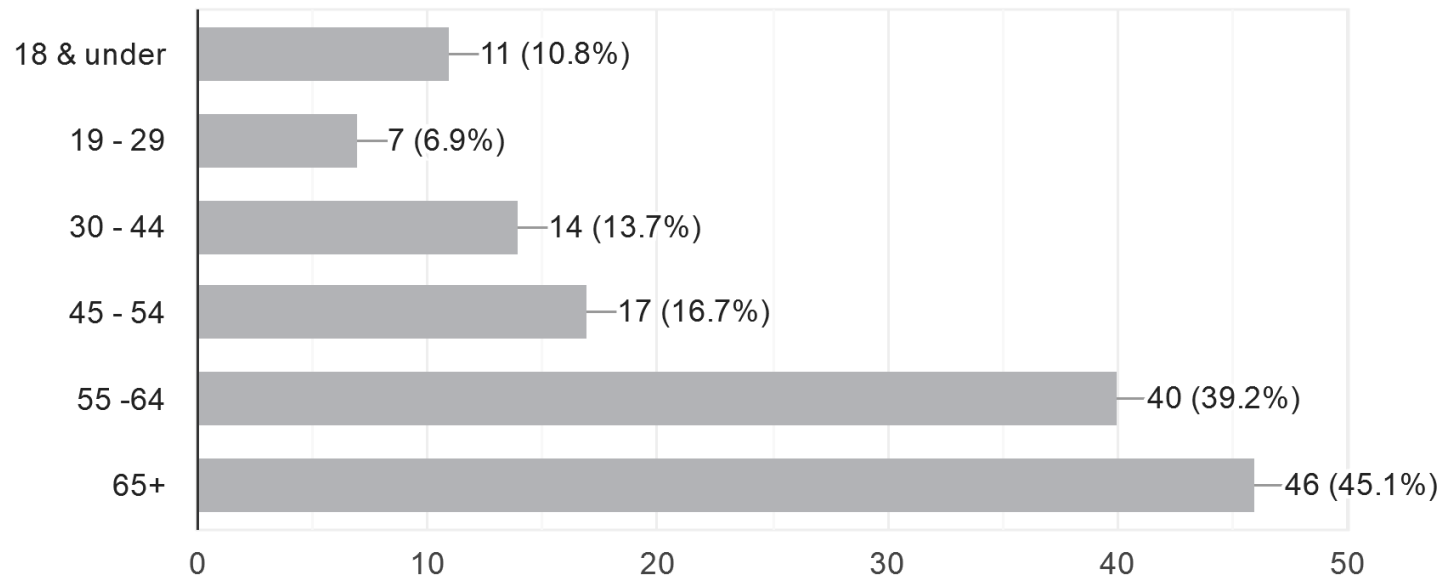
103 responses



Informational Cable Survey Results

Which age brackets apply to your household (check all that apply)

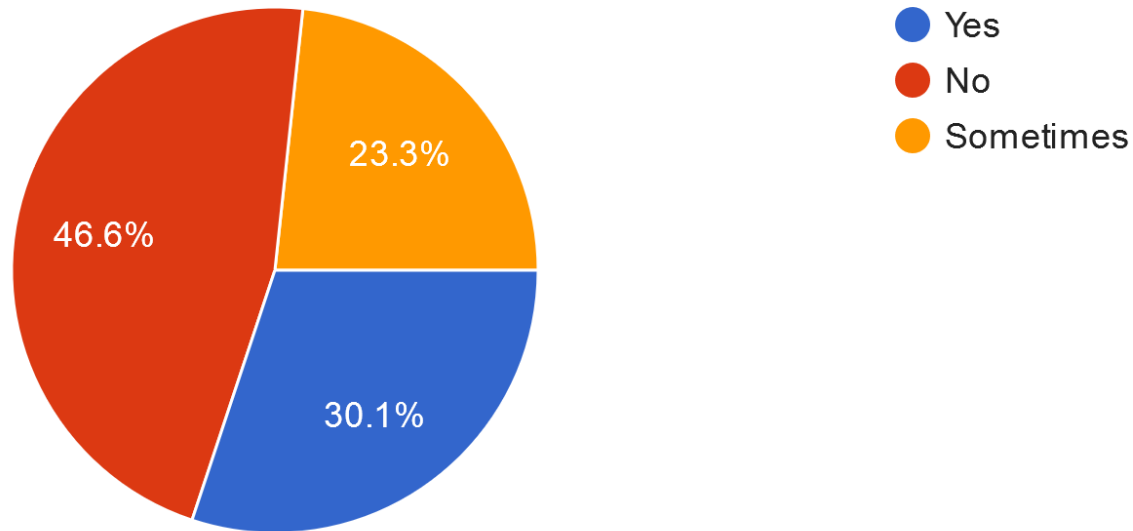
102 responses



Informational Cable Survey Results

Do you currently work out of your home?

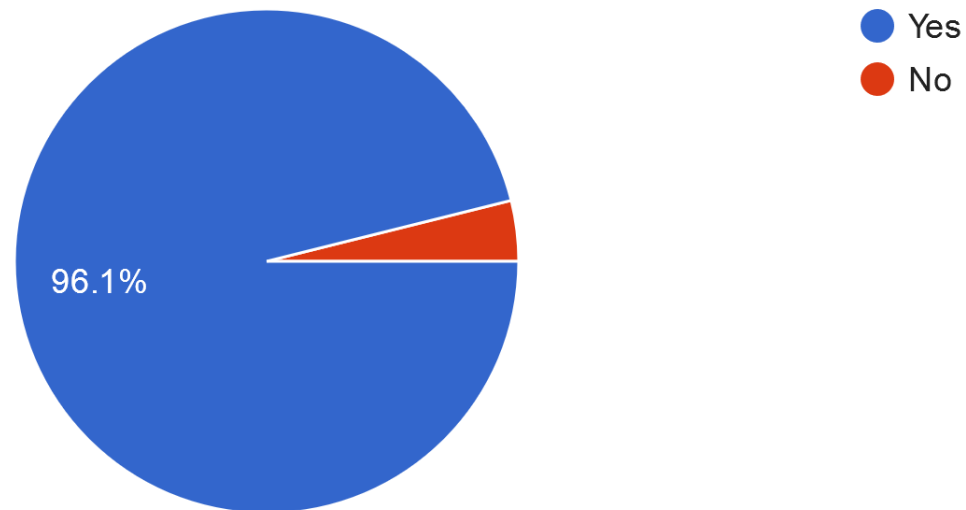
103 responses



Informational Cable Survey Results

Does Comcast offer coverage at your residence?

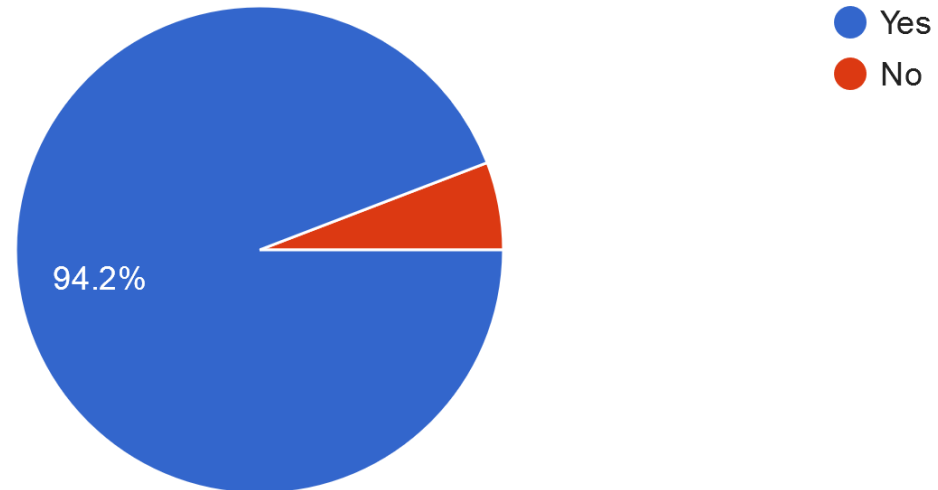
103 responses



Informational Cable Survey Results

Do you currently subscribe to Comcast?

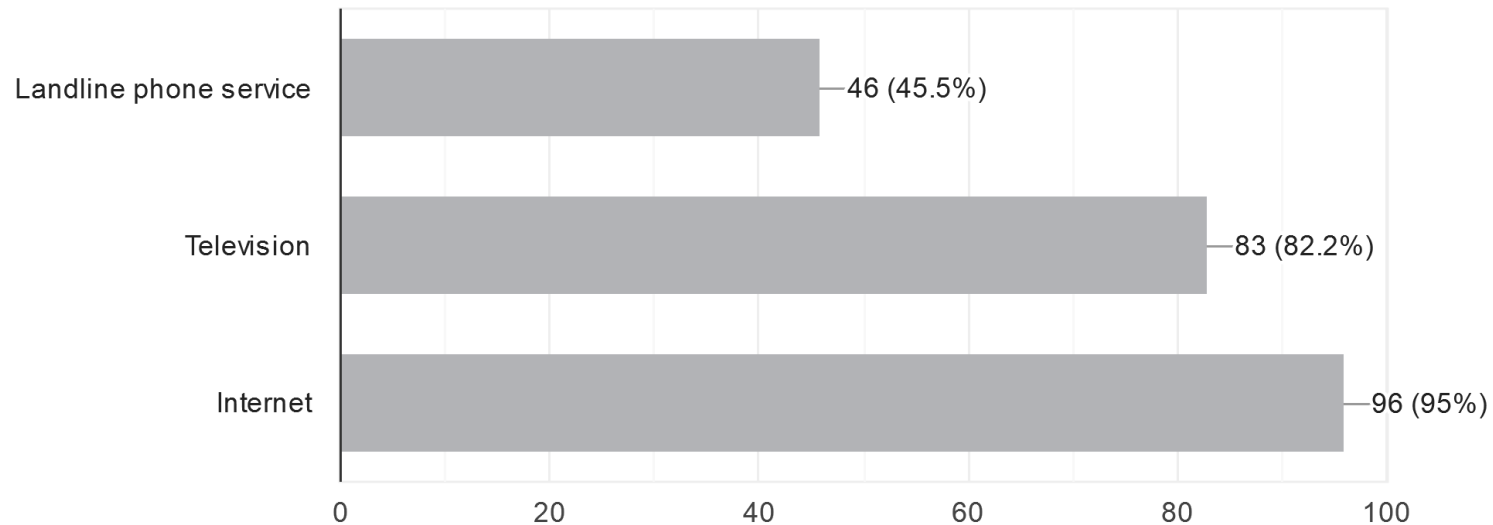
103 responses



Informational Cable Survey Results

If coverage is available, which of the following services do you pay for?
(check all that apply)

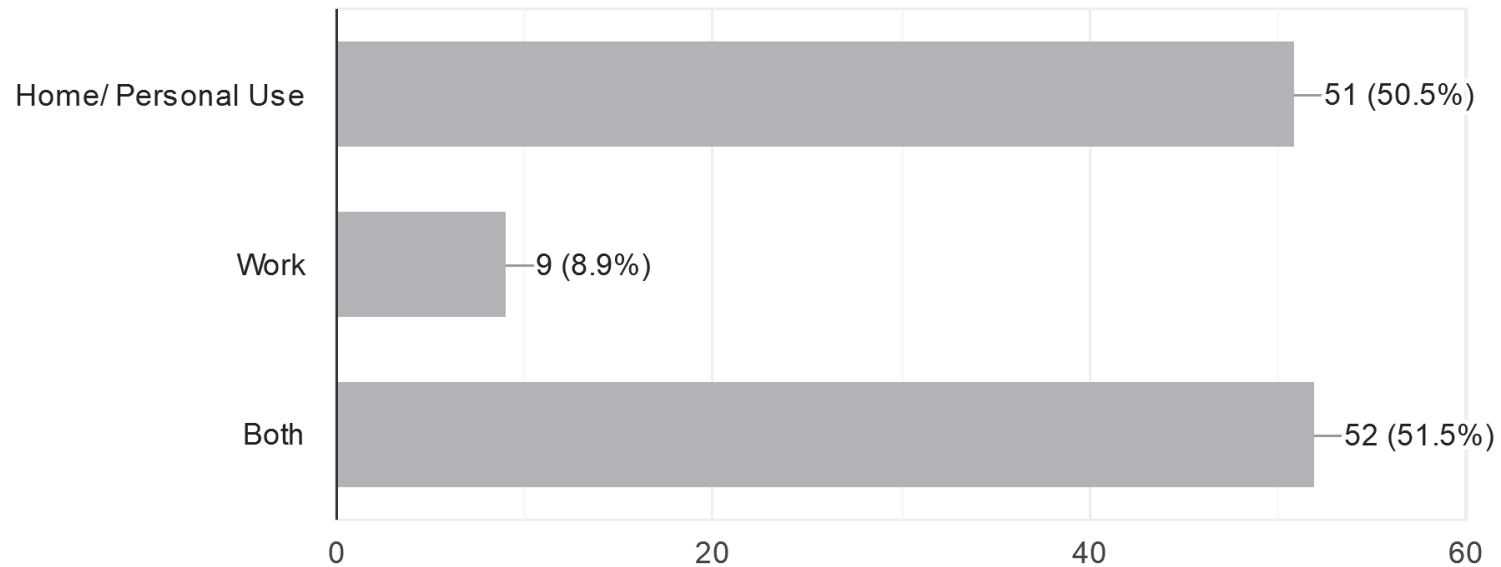
101 responses



Informational Cable Survey Results

Which of the following do you primarily use your service for?

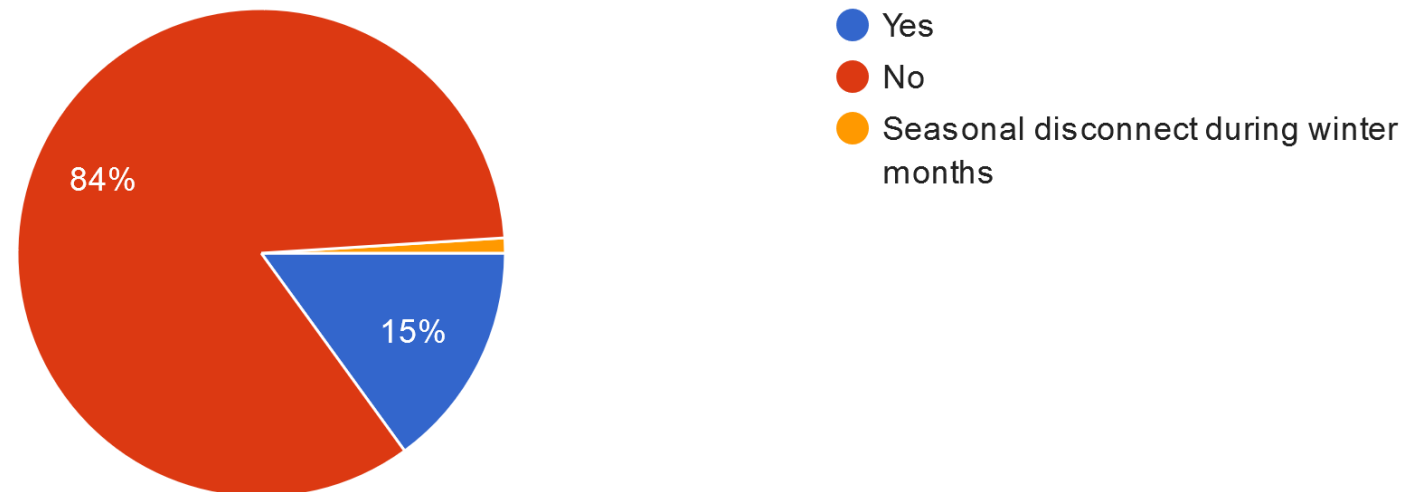
101 responses



Informational Cable Survey Results

Have you ever discontinued your service with Comcast?

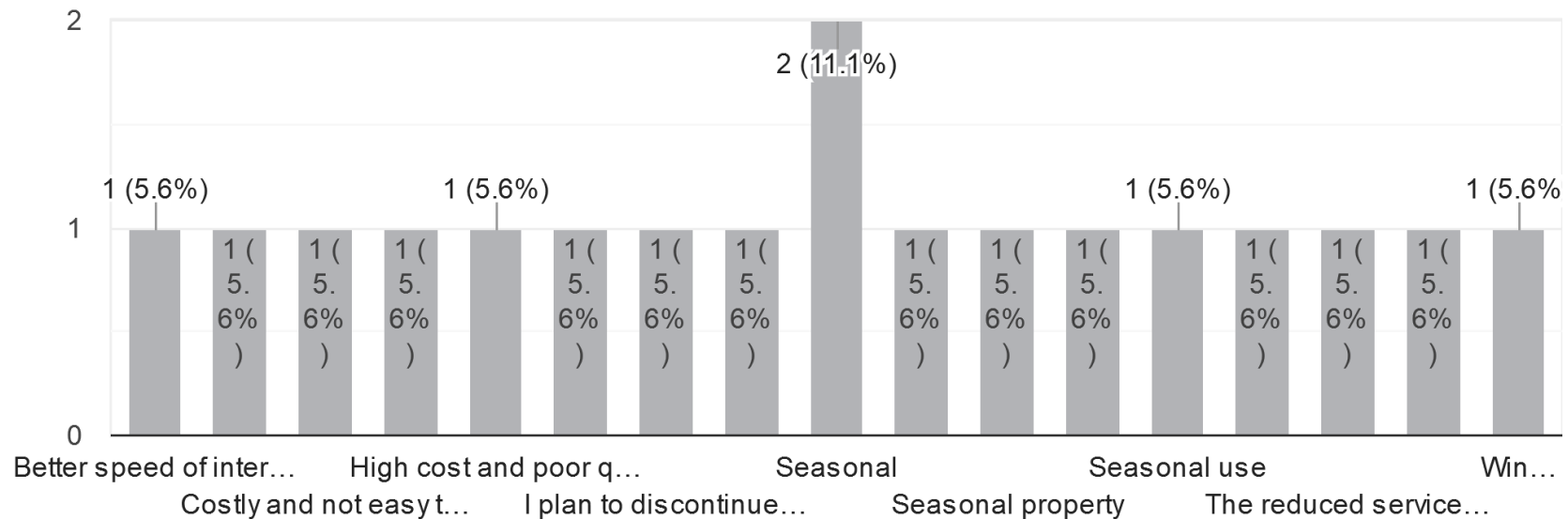
100 responses



Informational Cable Survey Results

If you have discontinued your service with Comcast, what was the reason?

18 responses



Informational Cable Survey Results

If coverage is available but you are not currently a subscriber, please give your reason:

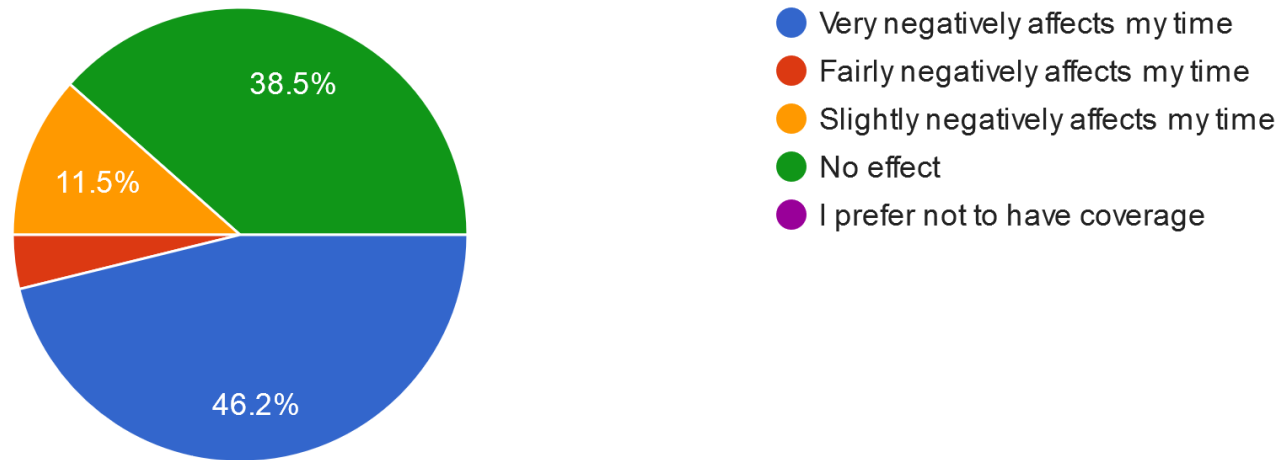
3 responses

- One fail during an emergency was enough
- Current subscriber
- Overpriced direct tv better wish there were other internet options

Informational Cable Survey Results

If coverage is not available, rate how much a lack of coverage affects your time in Truro:

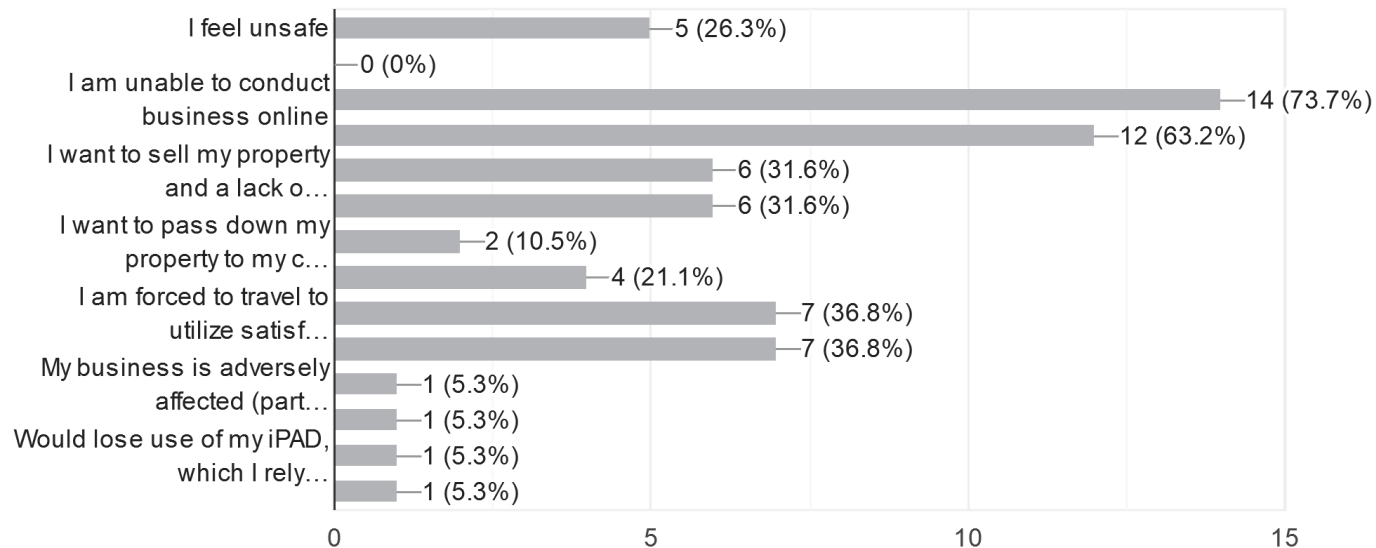
26 responses



Informational Cable Survey Results

If you are negatively affected by a lack of coverage, please check all the ways that apply:

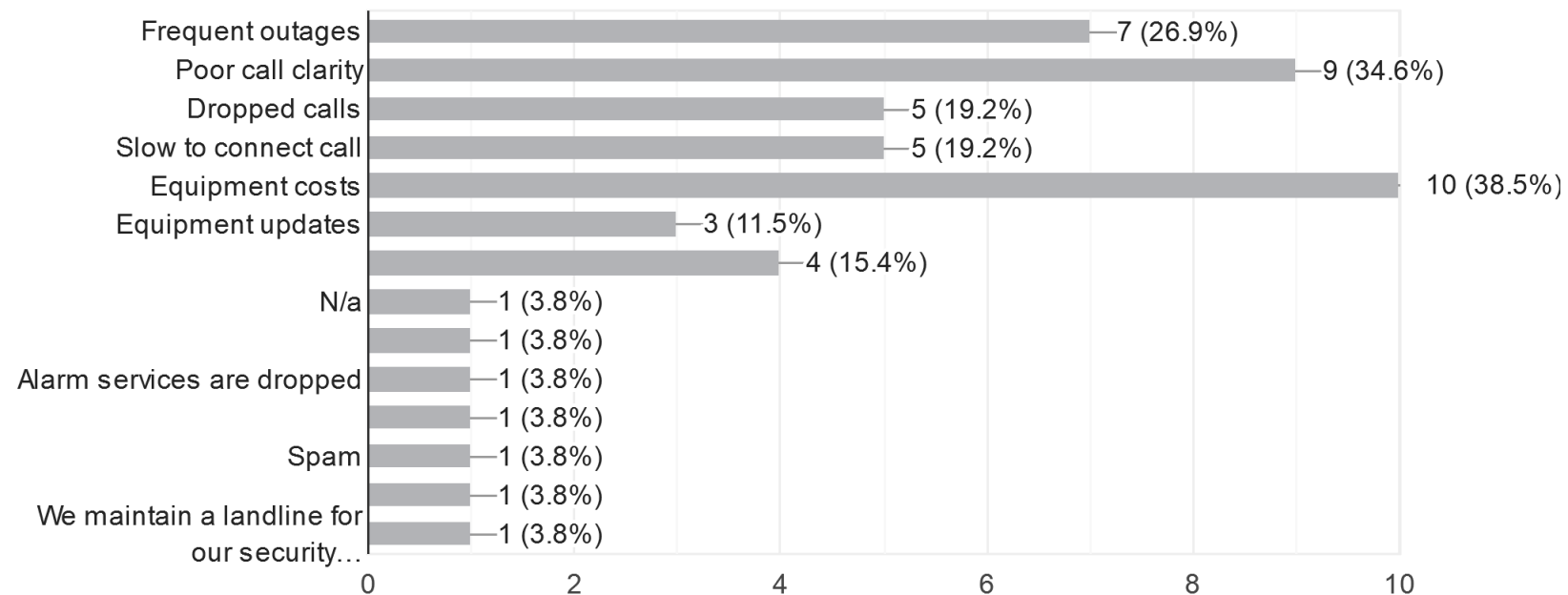
19 responses



Informational Cable Survey Results

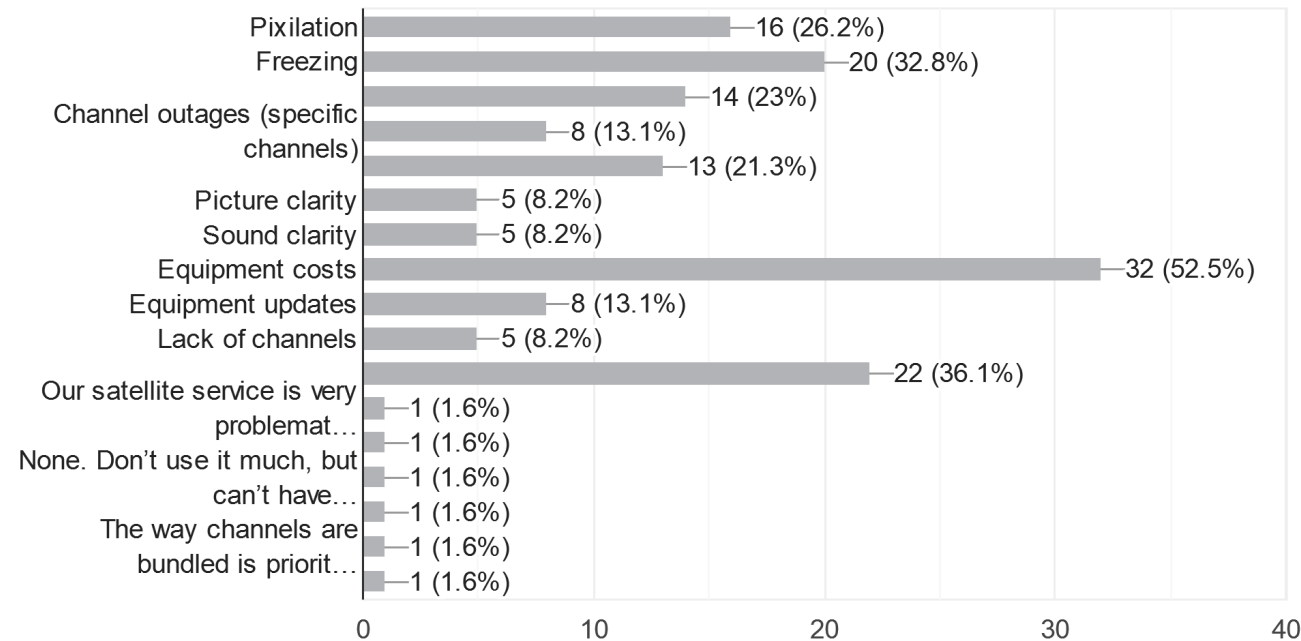
Which issues affect your landline phone service? (Check all that apply)

26 responses



100

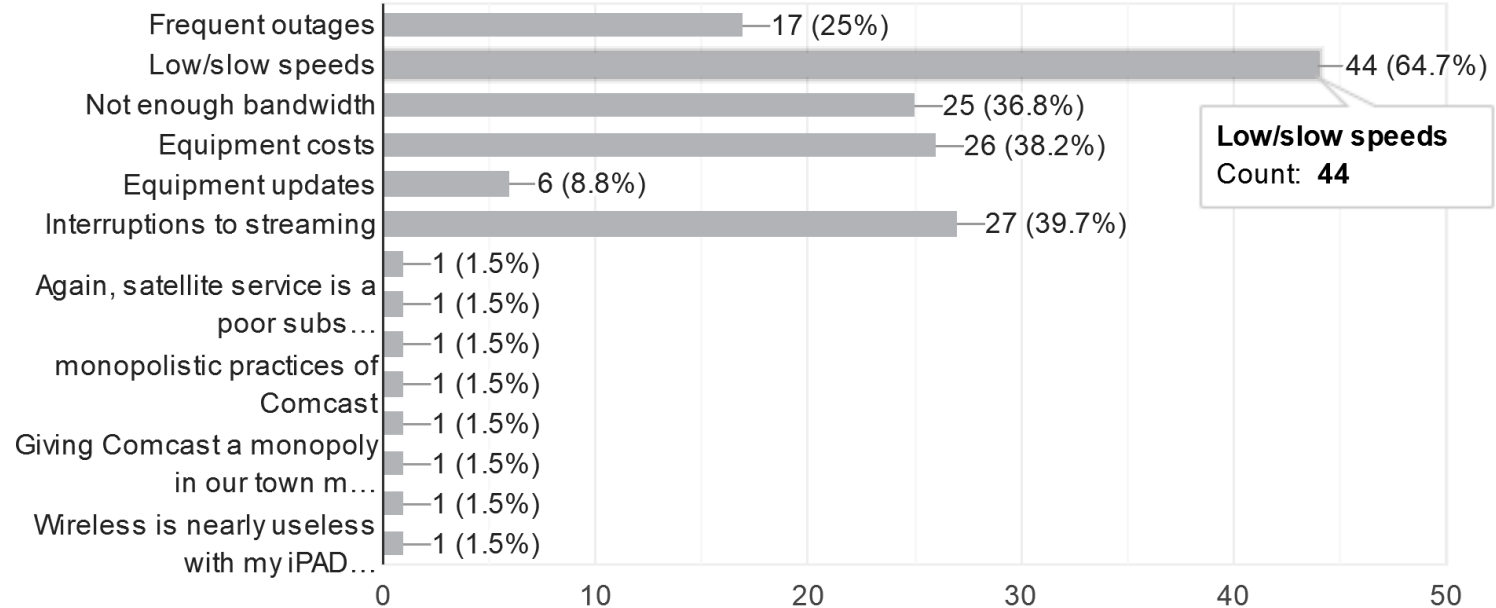
61 responses



Informational Cable Survey Results

Which issues affect your internet service? (Check all that apply)

68 responses



Informational Cable Survey Results

If you use a substitute service in place of Comcast, please briefly describe it:

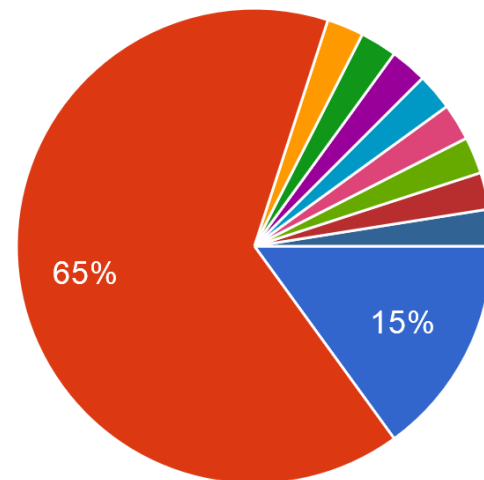
9 responses

- Verizon
- Verizon with antenna and home router
- Nothing is available. Hostages of Comcast
- Before we had Comcast, we used a Satellite service
- HughesNet for internet; DirecTV for television
- YouTube tv for television
- Direct tv
- Hughesnet

Informational Cable Survey Results

If Comcast is able to install cable in your area but requires money to complete the work, are you willing to contribute to the cost?

40 responses

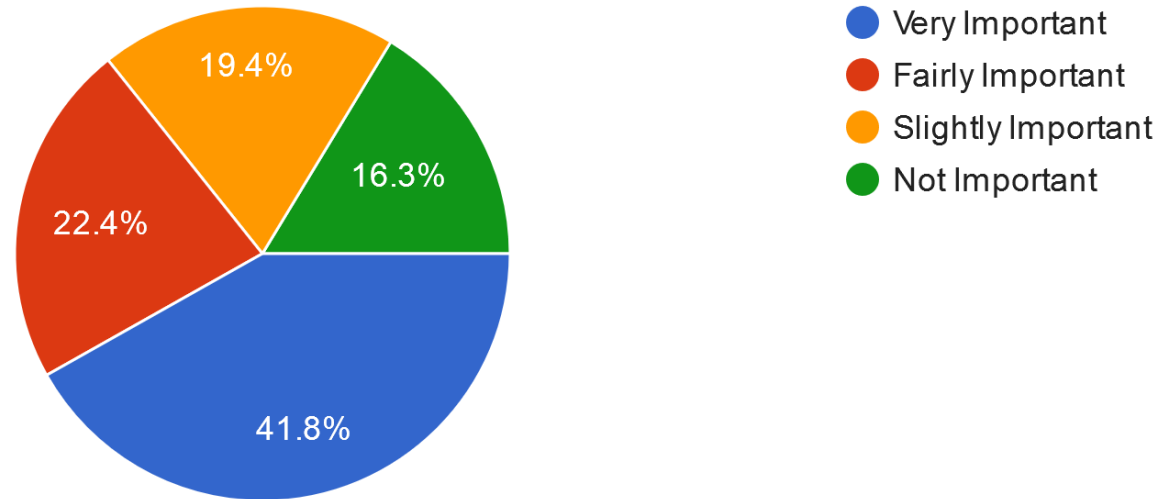


- YES
- NO
- I pay enough already.
- Do not believe anyone should h...
- perhaps.
- Already in my area
- We have cable. Do you mean u...
- That's ridiculous. They will be th...

Informational Cable Survey Results

All public access, educational, and government programming (including the recording and broadcast/ online stream... important are these services to you?

98 responses



Informational Cable Survey Results

Please use this space to add any additional comments you have:

39 responses

- To not have adequate internet is outrageous on a personal level, but is also a public safety issue as well, given the cell-free beach at the end of our road
- I wish FIOS would come to Truro. Comcast is AWFUL
- Get some more of town covered
- It took years to get cable on our road. Its absence was incredibly frustrating, because satellite internet is terrible. I understand there are roads not covered in Truro. Comcast should be pressured to wire those roads.
- While we have Comcast coverage, it is bad for the town that others do not. Access to high speed internet should be made available to everyone.
- Comcast holds subscribers hostage and significantly overcharge for services.
- Internet should be treated like a utility in this country. Comcast is a racketeer and I wish they didn't have to rely on them for service.
- Is there any other option? My household has the appropriate type of bandwidth for how we use the internet but on a daily basis it is slow and sometime unresponsive. We have had our router professionally rebooted by Comcast and it makes a small difference for a short time but then it is slow once again. For what we pay for internet, it is absurd how dysfunctional it is.

Informational Cable Survey Results

Please use this space to add any additional comments you have:

39 responses

- high cost - no competition
- I would like to have the option of other providers. Comcast is too expensive
- This is our most expensive monthly bill and we find that the service is sub-par.
- Cost is out of sight, poor service, poor customer support, takes numerous time to fix problem,
- It is unfortunate Truro is dependent on Comcast for high-speed internet service. I have Verizon FIOS in my other home and it is far more reliable, rarely has outages (whereas Comcast outages in Truro are routine), and I am able to buy high-speed internet-only service at a reasonable cost. I wish Truro would consider means to attract Verizon FIOS and/or OpenCape <https://opencape.org>, so Truro residents, businesses, and town government may reap the advantages of price and service competition in high-speed internet service. Comcast three months ago raised my annual subscription cost in Truro by over \$500, its customer service phone rep refused to negotiate, and flatly refused to let me speak to a supervisor to even try to negotiate or question the rate increase. Comcast's arrogance is amazing. Without competition in Truro, there's nothing I can do about Comcast's outages and high rates. I have no other high-speed internet choice. Comcast knows this, and takes full advantage.
- I think Comcast should provide service to ALL locations in Truro - they should pay to run the cabling necessary and not even think about charging the individual residences or businesses involved. Essentially Truro is giving Comcast a Monopoly - in return Comcast should be required to provide service for all.

Informational Cable Survey Results

Please use this space to add any additional comments you have:

39 responses

- You may not be getting input from everyone you need to hear from in Truro - for example, the article which appeared in the 10/25/19 issue of the Cape Codder said "...the town is looking for residents' feedback...." What about non-residents? I am sure some Truroites feel like there is no chance for them to get service -- so why bother filling out another form. Comcast should be required to contact everyone in town and offer them service no matter where they live in town - if they can pay their bills, they should be provided service - Truro is giving Comcast a total Monopoly!!
- The Town should use the percentage of Comcast receipts it received to serve properties not served by Comcast.
- Service from Christina at the Provincetown Comcast office is a dream to deal with as opposed to nightmarish customer "support" when forced to call the 800 number.
- Comcast customer service is dreadful in Truro
- Minimum service Maximum cost!
- Although we love to hate Comcast they have been very reliable in the 10-15 years I have been using them. I would hate not to have their service
- I feel Comcast is ostensibly a monopoly in our town and I would like to see more choice at competitive prices.
- I would hope the town pushes to get underserved areas access to cable and some price point reductions as it just keeps going up and up every year

Informational Cable Survey Results

Please use this space to add any additional comments you have:

39 responses

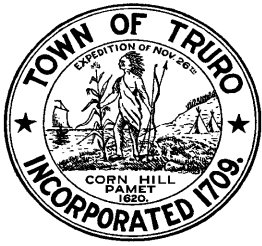
- we have had service for 2 years and are quite satisfied with it.
- Costs continue to rise but number of channels decreased.
- Would like TCM without the Sport's package.
- When signing up for Comcast, I was told that a particular channel was included, one which I watched quite frequently. A few months into the contract, they decided to pull that channel out of the package I had and moved it to another and now, if I want to see it, I need to spend an additional \$10 to get the package it was moved to. Bait and switch, as I see it but, no satisfactory settlement offered by their customer service. They seem to be able to do whatever they want to maximize their profits at the expense of the consumer.
- I'm going to try a digital antenna. I'd like to "cut the cord".....
- Let other companies service our town not just one
- Competition would improve the situation. It would be beneficial to court Verizon as well. What incentive does Comcast have to improve when they are the only cable company in the game up here?
- I am less than two hundred feet from Open Cape Fiber, but are not allowed to connect as a home user. I wish fiber internet were made available to home users in Truro for better telecommuting.
- Comcast offers a good product but has lousy customer service, sneaky fees, and infuriating practices. I hope the town will be firm with them and get as much as possible to benefit the people living here.
- No significant problems to report

Informational Cable Survey Results

Please use this space to add any additional comments you have:

39 responses

- PLEASE offer alternatives to Comcast, they are terrible
- Comcast is too expensive and have no reason to lower prices as they are the only game in town and they know it. I can't afford cable in any way so my house does not have it!
- I would like another option for internet besides comcast
- I am able to complete, however, how do you get this survey completed by people who have no computer??? I am sure there are many elderly people in this community that do not have access to this survey!!
- Affordable internet only service needed I pay 128 a month for a landline I do not use and internet access
- I think Comcast should give more options to choose the channels we want to watch. I would prefer fewer channels but those selected by me. I would expect that could lead to a reduction of the monthly fee. I realize that the "bundles" offered by Comcast make it easier for them to figure the price but the problem is that they are a monopoly so they don't have to make any adjustments to my requests until they face some competition. I realize that infrastructure out here is expensive and requires frequent repairs but as a public utility they still should be responsive to their customers as they are surely making a huge profit for being in this market.
- The off season plan should be more flexible...we pay for a lot of usage we don't need as a seasonal resident



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: December 17, 2019

ITEM: Applications to Serve-Charter Review Committee

EXPLANATION: Three people have submitted their application to serve on the Charter Review Committee. There are two full-time vacancies. Chair, Robert Panessiti, has commented on all three applicants. Applicants are: Cheryl Best, William Golden, and Christopher Lucy.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: If two applicants are not appointed, the Charter Review Committee will be down two members.

SUGGESTED ACTION: *Motion to appoint {Cheryl Best, William Golden, Christopher Lucy} to the Charter Review Committee for a full three-year term, expiring June 30, 2022.*

ATTACHMENTS:

1. Application to Serve-Cheryl Best
2. Application to Serve-William Golden
3. Chair Comments
4. Application to Serve-Chris Lucy
5. Chair Comments



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Cheryl Best HOME TELEPHONE: [REDACTED]
 ADDRESS: 13 Tryworks Road WORK PHONE: NA
 MAILING ADDRESS: PO Box 105 E-MAIL: [REDACTED]
 FAX: NA MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Charter Review

SPECIAL QUALIFICATIONS OR INTEREST: My career afforded me three decades of experience in the
administration of educational organizations and public/private partnerships, which included budgeting,
strategic planning, goal setting and management for the public good. I am interested in organizational missions
and community participation in the development and maintenance of guiding principals to support such missions.

COMMENTS: I have been coming to Truro for over 30 years and have owned a home here for over 10. Having recently
moved here full time, I would like to participate in the community in a way that will best utilize my skills
to support the town, which I have love for so long. I believe that the charter review committee has an essentially important
charge and that my years of experience with goal setting and strategic planning can be an asset to its ongoing operations.

SIGNATURE: Cheryl Best Digitally signed by Cheryl Best
 Date: 2019.09.14 09:13:35 -04'00' DATE: 09/14/2019

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

RCVD 2019OCT24 PM12:55

ADMINISTRATIVE OFFICE

TOWN OF TRURO

SIGNATURE: _____ DATE: _____

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



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: WILLIAM F. GOLDEN HOME TELEPHONE: [REDACTED]

ADDRESS: 3 BLUEBERRY LANE WORK PHONE:

MAILING ADDRESS: Box 683 E-MAIL: [REDACTED]

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

Charter Review Committee

SPECIAL QUALIFICATIONS OR INTEREST: FORMER SELECT MAN, MEMBER
PLANNING BOARD, MEMBER CPC.

COMMENTS: I WISH TO BE PART OF THE COMMITTEE
WHICH REVIEWS AND SUGGESTS CHANGES TO THE
CHARTER. I BELIEVE THE CHARTER IS A
FUNDAMENTAL DOCUMENT FOR THE GOVERNANCE
OF THE TOWN.

SIGNATURE: [Signature] DATE: 10/23/19

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

RCVD 2019 OCT 24 AM 12:55

SIGNATURE: DATE:

ADMINISTRATIVE OFFICE

TOWN OF TRURO

INTERVIEW DATE: APPOINTMENT DATE (IF
APPLICABLE):

Noelle Scoullar

From: [REDACTED]
Sent: Thursday, November 07, 2019 1:06 PM
To: Noelle Scoullar
Cc: Nicole Tudor; [REDACTED]
Subject: RE: 2 Applicants for Charter Review Committee

Noelle,

I spoke with both Cheryl and Bill and have no reason to object to their appointments to the Charter Review Committee. They each bring a diverse background I expect will contribute to our discussions going forward.

Bob

Robert M Panessiti, ChFC
NMLS 1215604
Senior Vice President-Wealth Management
Senior Portfolio Manager
UBS Financial Services
One Post Office Square 34th FL
Boston MA 02109
617-439-8151 Direct
800-225-2385 ext. 8151 Toll Free
617-388-9451 Cell/TEXT
Tammi Halley
617-439-8580

From: Noelle Scoullar <nscoullar@truro-ma.gov<mailto:nscoullar@truro-ma.gov>>
Date: Thursday, Oct 24, 2019, 10:06 AM
To: [REDACTED]
Cc: Nicole Tudor <ntudor@truro-ma.gov<mailto:ntudor@truro-ma.gov>>, Jan Worthington
[REDACTED]
Subject: [External] 2 Applicants for Charter Review Committee

Good Afternoon Bob!

We have received two applicants to serve on the Charter Review Committee. I have attached both applications. If you would please comment to both of them, we will place them on the next available Select Board agenda for interviews/appointments.

(Jan, I included you since you were inquiring about these the other day!)

Thank you!



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

2019 NOV 03 PM 3:03
ADMINISTRATIVE OFFICE

TOWN OF TRURO

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: CHRIS LUCY HOME TELEPHONE: [REDACTED]

ADDRESS: 16 GLACIER DRIVE WORK PHONE: [REDACTED]

MAILING ADDRESS: P.O. Box 944, Truro E-MAIL: [REDACTED]

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

CHARTER REVIEW COMMITTEE

SPECIAL QUALIFICATIONS OR INTEREST: 20 YEARS INVOLVEMENT IN
TRURO TOWN POLITICS, PLANNING BOARD, SELECTMAN, CURRENTLY
ZBA. BEEN THROUGH NUMEROUS CHARTER RELATED
ISSUES

COMMENTS: LOOKING TO BE PART OF THE DISCUSSION
TO MAKE TRURO A MORE EFFICIENT TOWN WITH CLEAR
POLICIES AND GUIDANCE FOR THE ENTIRE COMMUNITY.

SIGNATURE: [Signature] DATE: 11/01/19

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

SIGNATURE: _____ DATE: _____

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

Noelle Scoullar

From: [REDACTED]
Sent: Tuesday, November 12, 2019 9:32 AM
To: Elizabeth Sturdy; [REDACTED]
Cc: Nicole Tudor; Noelle Scoullar; Rae Ann Palmer
Subject: Re: Application to Serve - Charter Review Committee

Hi Elizabeth,

I would strongly support Chris Lucy's application for appointment to the Charter Review Committee. I believe his experience as a former Select Board Member and working knowledge of town government makes him an ideal candidate and would provide an invaluable perspective. Given that there are currently three applications for two open seats, I believe Chris' application to serve is the strongest and would best compliment the committee at this time.

Bob

-----Original Message-----

From: Elizabeth Sturdy <ESturdy@truro-ma.gov>
To: [REDACTED]
Cc: Nicole Tudor <ntudor@truro-ma.gov>; Noelle Scoullar <nscoullar@truro-ma.gov>
Sent: Fri, Nov 8, 2019 3:17 pm
Subject: Application to Serve - Charter Review Committee

Bob,

Attached please find an Application to Serve - Charter Review Committee from Chris Lucy. As Chair, would you comment/recommend Chris and forward your reply to me at your earliest convenience? Thank you,

Liz

Elizabeth Sturdy

Elizabeth Sturdy, Office Assistant
Truro Town Hall
Tel: (508) 214-0935
Fax: (508) 349-5505
Email: esturdy@truro-ma.gov





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: December 17, 2019

TABLED ITEM: Curb Cut Application – 65 Depot Road

EXPLANATION: This item was tabled at the November 19th meeting because Board members requested additional information regarding the easement with the neighbor's driveway and the original curb cut for the property. DPW Director Cabral requested the information from the applicant and the correspondence with Ms. Tobia is attached along with a site plan showing the original curb cut. Ms. Tobia informed Mr. Cabral that the original curb cut has poor site lines and is dangerous and she requests that the application for the new curb cut be approved.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicant will not be permitted to create new curb cut.

SUGGESTED ACTION: *Motion to approve the curb cut to 65 Depot Road and authorize the Chair to sign.*

ATTACHMENTS:

1. Correspondence with Applicant
2. Original Site Plan
3. November 19, 2019 Agenda Item Materials

Jarrood Cabral

From: Maria Tobia <[REDACTED]>
Sent: Wednesday, December 11, 2019 2:10 PM
To: Jarrod Cabral
Cc: Nicole Tudor; Noelle Scoullar
Subject: RE: Estimate 3865 from

Thank you. Very much appreciate this.

Respectfully,

Maria Tobia
[REDACTED]

From: Jarrod Cabral <jcabral@truro-ma.gov>
Sent: Wednesday, December 11, 2019 2:09 PM
To: Maria Tobia <[REDACTED]>
Cc: Nicole Tudor <ntudor@truro-ma.gov>; Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: RE: Estimate 3865 from

Good afternoon, Your curb cut application will along with your safety concerns will go back on the next agenda.

Thanks - Jarrod

From: Maria Tobia <[REDACTED]>
Sent: Wednesday, December 11, 2019 10:05 AM
To: Jarrod Cabral <jcabral@truro-ma.gov>
Subject: RE: Estimate 3865 from


Jarrood,


Correct, we WILL abandon the other curb cut(s) to be able to put the applied for curb cut. Our application for the new curb cut is specifically for safety line of sight reasons. The original curb cut is dangerous given you can only see the car when it is coming upon you. And in season with the boater's speeding mightily toward the loading ramp, it exponentially increases the danger.

Thank you for your help in getting not only our family but our elderly guests and families with children a safer access/egress onto Depot Road.

Respectfully,


Maria Tobia
Innovations





From: Jarrod Cabral <jcabral@truro-ma.gov>
Sent: Wednesday, December 11, 2019 9:03 AM
To: Maria Tobia <>
Subject: FW: Estimate 3865 from

Hello, Based on our conversation this morning you would like to abandon both your original curb cut located farther down Depot Rd. and your neighbors curb cut. You expressed visibility concerns regarding sight distance conditions from your original curb cut to the top of the hill that approaches your original curb cut. Is this correct.

Thanks - Jarrod

From: Jarrod Cabral
Sent: Wednesday, December 11, 2019 6:52 AM
To: Maria Tobia <>
Subject: RE: Estimate 3865 from

Good morning, I have an update for you regarding your curb cut, give me a call when you can, Thanks - Jarrod (508) 214-0400

From: Maria Tobia <>
Sent: Thursday, December 5, 2019 12:35 PM
To: Nicole Tudor <ntudor@truro-ma.gov>; Jarrod Cabral <jcabral@truro-ma.gov>; Todd Prada <todd@gfmexcavating.com>
Cc: Noelle Scoullar <nscoullar@truro-ma.gov>; howassociates@aol.com; lisamariatobia <>
Subject: RE: Estimate 3865 from

Hi Nic,

I have been buried with work, so apologies as I had wanted to put a more comprehensive response. But below, is the request by our neighbor at 63 Depot to no longer have anyone other than me and my immediate family use/access of her private driveway. Our neighbor has been very gracious in allowing this use of her private drive. But she is elderly and requires medical care and asked to ensure her private drive is kept free and clear should emergency vehicles etc. are not blocking access to her. As you know, we rent out our property seasonally and have guests, landscapers, etc. that utilize the premises which we properly register our property with the town.

Given our great appreciation and respect for our neighbor having allowed us use of her drive for these years, when we received this ask from her Trustee, we wanted to remedy this immediately. Thus, seeking the approval of the Selectman.

I hope the attached will suffice as we are simply requesting safe access/egress from our home at 65 Depot onto Depot road.

Can you get us back on the agenda?

Jarrood Cabral

From: Jarrod Cabral
Sent: Wednesday, November 20, 2019 2:02 PM
To: Maria Tobia
Subject: RE: 65 Depot Drive Drawing to Scale

Hello, (508) 214 0400 – Thanks - Jarrod

From: Maria Tobia [REDACTED]
Sent: Wednesday, November 20, 2019 1:41 PM
To: Jarrod Cabral <jcabral@truro-ma.gov>
Cc: Todd Prada <todd@gfmexcavating.com>
Subject: RE: 65 Depot Drive Drawing to Scale

Jarrood,

Do you have a minute to talk? Can you resend your number to me?

Maria Tobia
[REDACTED]

From: Jarrod Cabral <jcabral@truro-ma.gov>
Sent: Wednesday, November 20, 2019 1:21 PM
To: Maria Tobia <[REDACTED]>
Cc: Todd Prada <todd@gfmexcavating.com>
Subject: RE: 65 Depot Drive Drawing to Scale

Hello,

Your Curb Cut application has been reviewed by the Select Board, and additional information is required.

Please submit a written narrative demonstrating an individual need for an additional curb cut.
Please also submit a survey depicting the topography of the following.

1. Entrance/exit to and from Depot Rd from both the requested curb cut, and the exiting curb cut.
2. The topography of both 65 Depot Rd. and 63 Depot Rd.

Please review the attached highlighted area on the last page.

Thanks - Jarrod

From: Maria Tobia [REDACTED]
Sent: Thursday, November 7, 2019 12:15 PM

To: Jarrod Cabral <jcabral@truro-ma.gov>
Cc: Todd Prada <todd@gfmexcavating.com>
Subject: FW: 65 Depot Drive Drawing to Scale

Hi Jarrod,

Just wanted to check in to see if you had any questions after you visited the property/driveway on 65 Depot and if there was any expected timing of routing and completion?

Maria

From: Todd Prada <todd@gfmexcavating.com>
Sent: Thursday, November 7, 2019 11:55 AM
To: Maria Tobia <[REDACTED]>
Subject: Re: 65 Depot Drive Drawing to Scale

Maria-

Good morning. Just wanted to check to see if you have heard anything from the town as of yet. I'm sure it will take time over there. Let me know.

Thanks,

Todd Prada

Senior Project Manager

GFM Enterprises Inc

PO Box 1439

South Dennis, MA 02660

Certified Woman Owned

DBE Certified

O: 774-207-0313 C: 617-605-0361 F: 774-316-4198

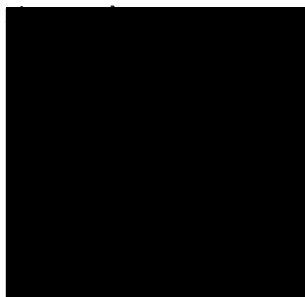
WWW.GFMEXCAVATING.COM

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On Nov 1, 2019, at 1:10 PM, Maria Tobia <[REDACTED]> wrote:

Will do. Thank you for helping to move this along.

Maria Tobia



Thank you and most appreciative of the emails and support from everyone on this string. I have also copied in my neighbor's Trustee at 63 Depot should you need any additional comment or affirmation from our neighbor as well.

Respectfully,

The Tobia Family

*****63 Depot Owner Request Regarding Private

From: howassociates@aol.com

Date: August 23, 2019 at 4:24:33 PM EDT

To: [REDACTED]

Cc: [REDACTED]

Subject: R Simon 63 Depot Driveway

August 23, 2019

Lisa Maria Tobia
Boca Raton, FL
[REDACTED]

Dear Ms. Tobia:

I am writing at the request of your Truro neighbor and my Co-Trustee, Renee Simon, regarding your use of her driveway at her home at 63 Depot Road for access to your rental property at 65 Depot Road.


As you know, Mrs. Simon's limited easement was personal to you and your immediate family for access to and from a then existing secondary parking area on the side of your home only. Her permission was not granted to your guests, tenants or business invitees who were supposed to continue to gain access from your primary driveway directly on Depot Road. Mrs. Simon understood that she gave a limited personal easement which would not extend beyond your ownership.

Contrary to this limited permission, you have removed and fenced off your driveway on Depot Road and landscaped your front yard without a driveway, suggesting to all users of your property that the only access is across Mrs. Simon's driveway which is not permitted.

As you know from Mrs. Simon's email to you of July 31, 2019, trucks have blocked her driveway and she has had a few close calls with your tenants, who often park 4 vehicles. Especially at her age she remains dependent on emergency vehicles and remains very concerned that any obstruction of her driveway could be life threatening.

It is unclear from your email response to Mrs. Simon of August 16, 2019 whether you appreciate the scope of this problem. Your removal of a split rail or rope previously blocking access to your property directly from Depot Road does not alone constitute adequate notice, directive or sign to others, including guests, tenants or business invitees, that their only entrance to your property is directly from Depot Road. You also made no mention or commitment to restoring a proper visible driveway from Depot Road at that location and/or elsewhere directly on Depot Road to your house.

[REDACTED]



As requested by Mrs. Simon, as soon as possible no later than the end of September, please block by rope, chain or fence the secondary access off her driveway when you are not in residence and make it clear that the only access to your property for any guests, tenants or business invitees (not just your gardener) is via a clearly delineated driveway off Depot Road. Please advise of your schedule to do this.

Mrs. Simon prefers that you direct further communications on this matter to me. I look forward to hearing that this has been resolved and appropriate neighborly boundaries restored.

Your cooperation is appreciated.

Enc. 3 pics (65 Depot Front/Side, 65 parking area, 63 Light)

cc: Renee A. Simon

Yours very truly,

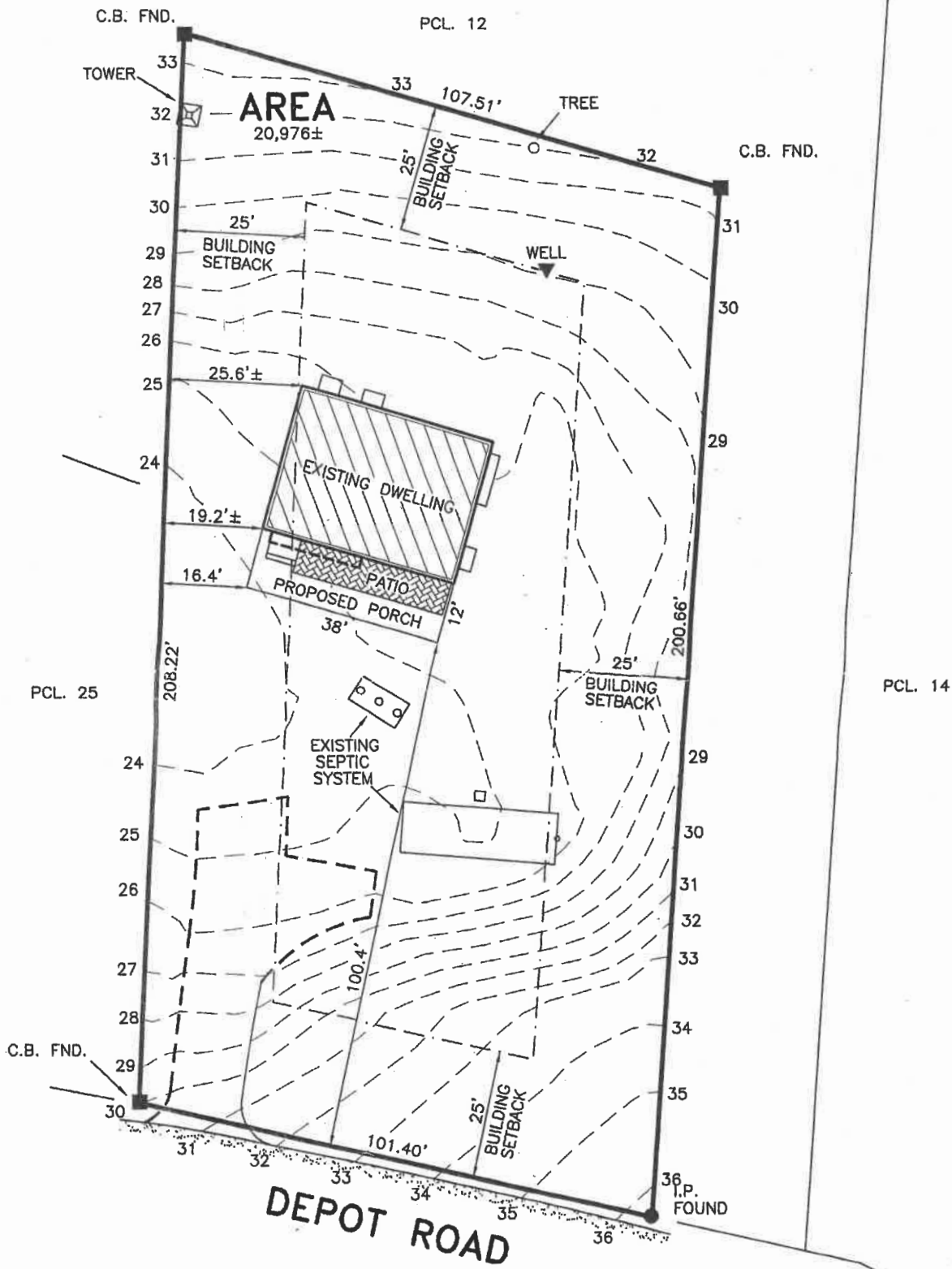
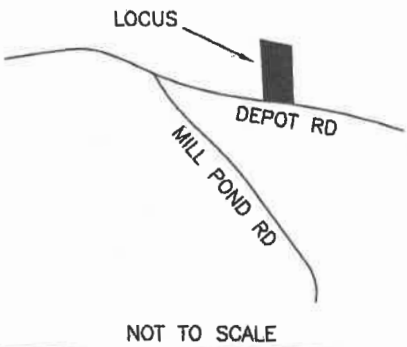
s/

Susanne C. Howard, Esq.

Trustee, Renee A. Simon Revocable Trust

(SK) noted in hand 9/23/13

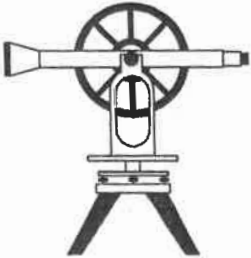
LOCUS MAP



CERTIFIED PLOT PLAN

SUBJECT:		65 DEPOT ROAD TRURO, MA	
PREPARED FOR:		LISA TOBIA	
ASSESSOR'S MAP 50 PARCEL 26		SCALE: 1"= 30'	
DATE: SEPTEMBER 10, 2013 REVISED:		SHEET 1 OF 1	

J.C. ELLIS DESIGN



P.O. BOX 81
NORTH EASTHAM, MA 02651
(508)240-2220
Email: jcellisdesign@verizon.net



MICHAEL LADUE, P.L.S.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: November 19, 2019

TABLED ITEM: Curb Cut Application

EXPLANATION: Lisa Maria Tobia has submitted a Curb Cut application for 65 Depot Road.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicant will not be permitted to create new curb cut.

SUGGESTED ACTION: *Motion to approve the curb cut to 65 Depot Road and authorize the Chair to sign.*

ATTACHMENTS:

1. Curb Cut Application

TOWN OF TRURO

EXHIBIT 1TOWN OF TRURO
APPLICATION FOR A CURB CUT PERMIT

Note: This permit application must be accompanied by a plan. If this permit is being applied for by someone other than the Owner of the property, the owner's signature must appear at the bottom of the application.

Date: 10.23.19

To the Board of Selectmen
24 Town Hall Road
P. O. Box 2030
Truro, MA 02666

Re: **APPLICATION FOR A CURB CUT**

Dear Board Members:

The applicant(s) hereby make application for a curb cut as follows:

Name(s): LISA MARIA TOBIAAddress: 65 DEPOT RDCurb Cut Street Location: 65 DEPOT RDAffected Town or State road: Truro Depot RdTruro Assessor's Map Number: 50 Parcel Number: 26 (see Assessor Attach)Name of contractor: GFM

Reason/explanation: Current location of drive/curb cut
downhill with limited visibility, dangerous.
New curb cut higher on hill for visibility/safety.
I/we hereby agree to the terms and conditions as outlined in this policy and attached Exhibits:

Applicant's Signature: Lisa Maria TobiaOwner's Signature (if different): _____ Date: 10.23.19

Owner's Address (if different): 1199 SW 4th Ave, BOCA RATON, FL 33432
(primary)

Application for a Curb Cut Permit

Page 2

Director, Department of Public Works Preliminary Approval:

☒ Approved ☐ Disapproved ☐ Not Applicable

with comments

Director, Department of Public Works

10/4/2019

Date

Chief of Police Approval:

☒ Approved ☐ Disapproved ☐ Not applicable

[Signature]

Chief of Police

November 16, 2019

Date

Board of Selectmen Approval:

☐ Approved ☐ Disapproved

Chairman, Board of Selectmen

Date

Planning Board Approval (if required):

☐ Approved ☐ Disapproved ☐ Not Applicable

Chairman, Planning Board

Date

Building Commissioner Approval:

☐ Approved ☐ Disapproved

Building Permit Number _____

Building Commissioner

Date

Mass Highway Referral (if required):

Date Forwarded _____

Signature

Director, Department of Public Works Declaration of Compliance:

I have inspected the property located at _____ and found the work requested on the Application for a Curb Cut dated _____ to be in compliance with the Board of Selectmen Policy #28 - Curb Cut Policy.

Director, Department of Public Works

Date

Building Commissioner Final Approval:

☐ Approved ☐ Disapproved

Certificate of Occupancy _____

Building Commissioner

Date



P.O. BOX 1439
SOUTH DENNIS, MA 02660
Office: 508-694-5600
www.gfmexcavating.com

NOTES:
SITE AND SEWAGE DISPOSAL SYSTEM PLAN
DATED 4-9-2012 REVISED 5-2-2012 BY FELCO,
INC. USED AS A BASE PLAN FOR THIS DRAWING

SITE:

65 DEPOT ROAD, TRURO MA

MARIA & LISA
TOBIA

10/30/2019

CLIENT NAME

DATE

TITLE:

DRIVEWAY SKETCH PLAN

1"=30'

KEF

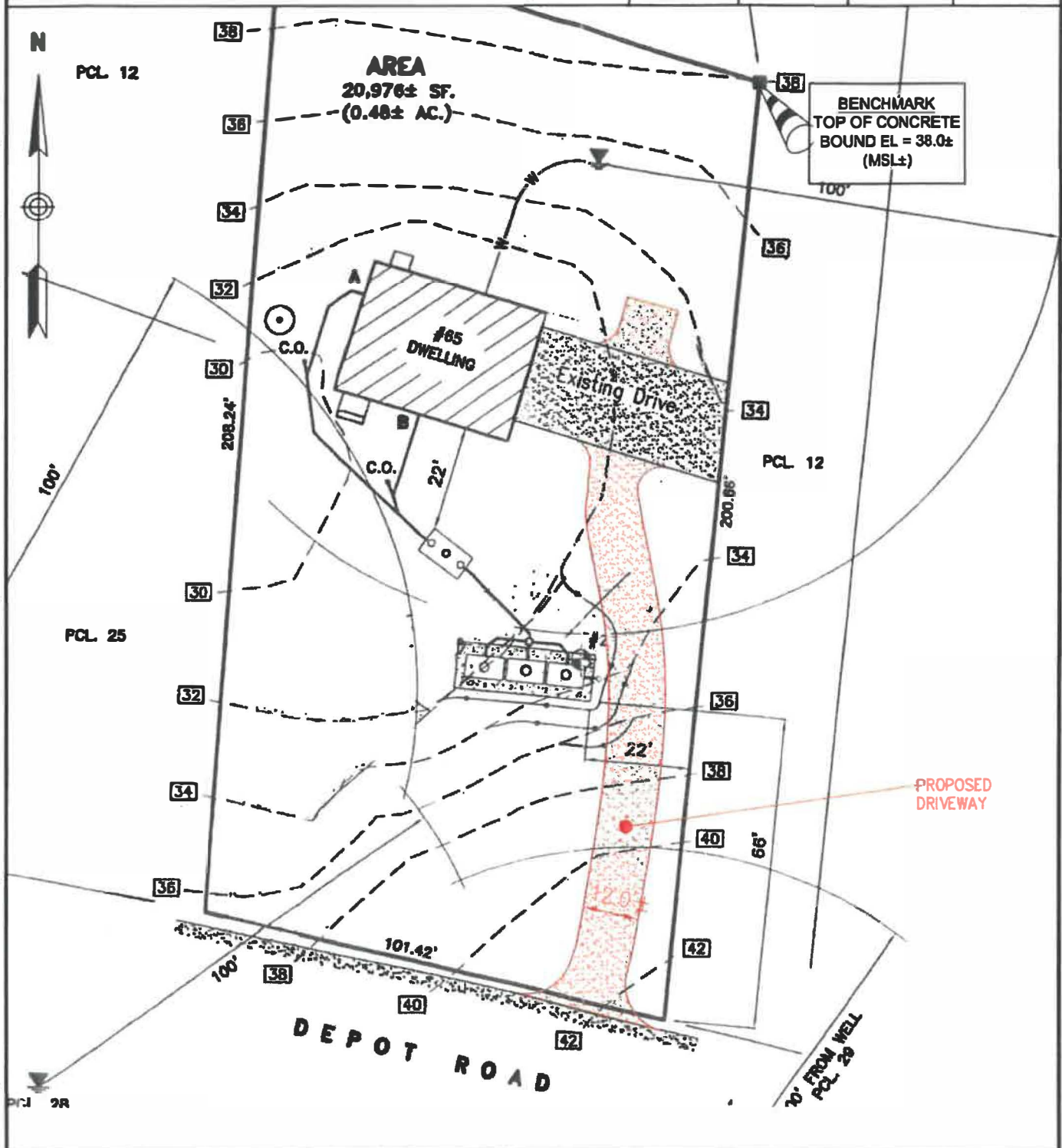
KEF

SCALE

DRAWN

CHECKED

REVISION



Key: 2813

Town of TRURO - Fiscal Year 2019

10/14/2018 11:14 pm SEQ #: 2.861

CURRENT OWNER				PARCEL ID				LOCATION				
TOBIA LISA M 1199 SW 4TH AVE BOCA RATON, FL 33432				50-26-0				65 DEPOT RD				
				TRANSFER HISTORY			DOS	T	SALE PRICE	BK-PG (Cert)		
				TOBIA LISA M			04/04/2013	O	450,000	27264-255		
				ALLEN LESLIE P			10/26/2011	99		25787-25		
				ALLEN ELIZABETH J			04/03/1964	99		1244-138		
CD	T	AC/SF/UN	Nbhd	Int1	Int2	ADJ BASE	SAF	Int3	Lot	VC	CREDIT AMT	ADJ VALUE
100	A	0.480 15	1.00 1	1.00 1	1.00-	427,520	1.39 1	1.00/R08	1.80			285,920

CLASS	CLASS%	DESCRIPTION	BN ID	BN	CARD
1010	100	SINGLE FAMILY		1	1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP
14-184	09/02/2014	2	ADDITION	10,000	12/02/2014
14-071	05/01/2014	8	SHED	3,275	12/02/2014
14-070	04/30/2014	9	DECK	7,000	12/02/2014
14-033	03/18/2014	90	BP NVC	1,895	
13-097	04/25/2013	3	REPAIR/REMOD	65,000	10/31/2013

TOTAL 20,909 SF

ZONING

FRNT 0

Nbhd SOUTH TRURO
Int1 NO ADJ
Int2 NO ADJ

N INCL 30FT ROW PER DEED BK1244 PG 138
O (PANHANDLE=P/O 50-12) NOT TO SURVIVE
T IMMEDIATE HEIRS OF GRANTEE.
E

ASSESSED	CURRENT	PREVIOUS
LAND	285,900	285,900
BUILDING	314,300	288,600
DETACHED	2,400	2,300
OTHER	0	0
TOTAL	602,600	576,800

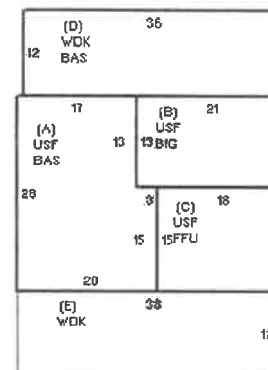
PHOTO 08/12/2017



BLDG COMMENTS

BUILDING	CD	ADJ	DESC	MEASURE	6/12/2017	LG
MODEL	1		RESIDENTIAL			
STYLE	7	1.20	OLD STYLE [100%]	LIST	6/12/2017	LG
QUALITY	A	1.00	AVERAGE [100%]			
FRAME	1	1.00	WOOD FRAME [100%]	REVIEW	12/16/2010	MR

YEAR BLT	1899	SIZE ADJ	1.000	ELEMENT	CD	
NET AREA	2,287	DETAIL ADJ	1.000	FOUNDATION	5	O
SNLA(RCN)	\$186	OVERALL	1.230	EXT. COVER	1	W
				ROOF SHAPE	1	G
				ROOF COVER	1	A
				FLOOR COVER	1	H
				INT. FINISH	3	W
				HEATING/COOLING	9	W
				FUEL SOURCE	1	O
CAPACITY		UNITS	ADJ			
STORIES(FAR)		2	1.00			
ROOMS		6	1.00			
BEDROOMS		3	1.00			
BATHROOMS		2	1.00			
FIXTURES		6	\$4,200			
UNITS		1	1.00			



EFF. YR/AGE	1891 / 26
COND	26 26 %
FUNC	0
ECON	0
DEPR	26 % GD 74
RCNLD	\$314,300



TRURO

3 (S)
261 13 (S)
40 06

74
23
1.872 Ac

6
174
CAI Ac

72
24
0.920 Ac



Documents & Links Assessment File Detail Building

Zoom to

65 DEPOT RD

Parcel # 050 324 000

(B)

25
160 Ac

27
0.320 Ac

28
0.320 Ac

29
0.780 Ac

30
1.003 Ac

60
286
0.990 Ac

57
245
0.780 Ac

55
246
0.770 Ac

6
14
5.450 Ac

107 51
26
0.480 Ac



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

To: Lisa Maria Tobia

Todd Prada, GFM Enterprises

From: Jarrod J Cabral, Director Department of Public Works

Date: November 4, 2019

Subject: Curb Cut, 65 Depot

Your curb cut application is suitable to move forward for approval. Please note, the Town will not be responsible for washouts onto your property that are created by your new curb cut as Depot Rd predates the new curb cut. I recommend installing a feature on your driveway to mitigate any water runoff from Depot Rd. You could also address any water run-off from Depot Rd later, but any alteration to your curb cut would require another application. It is important to note that any mitigation can not result in water runoff onto Depot Rd.

Thanks – Jarrod

Jarrod J. Cabral

Director

Department of Public Works

Truro MA 02666

508 214 0400



GFM Enterprises, Inc.
PO Box 1439
South Dennis, MA 02660
508-694-5600
www.gfmexcavating.com

Estimate

Date 10/18/2019
Estimate No. 3865

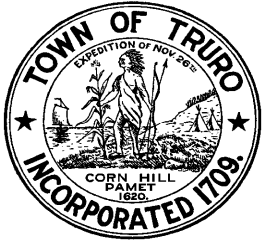
Name/Address

Maria Tobia
65 Depot Road
Truro MA, 02666

Item	Description	Qty	Rate	Total
	The following estimate is for work to be completed at 65 Depot Road, Truro MA.			
Task 200	SITE CLEARING, GRUBBING & TREE REMOVAL			
Services	Trim, remove & dispose of limbs from pine trees as required.			
Services	Remove and transplant ten existing planting as required for new proposed driveway.			
Services	Scrape out, remove & dispose of grass & organic material from proposed driveway area.			
Services	Remove two sections of existing split rail fence as require for new entrance. Set pieces aside for owner.			
Task 400	EXCAVATION			
Services	Provide & install approximately 30 cubic yards of clean fill at hill as required for new proposed driveway. Compact in lifts with vibratory roller.			
Task 1000	DRIVEWAY & PARKING			
Services	Provide & install approximately 20 cubic yards of dense grade base material for approximately 138 linear feet of new proposed driveway. Compact with vibratory roller upon completion.			
Services	Provide & install approximately 20 cubic yards of crushed shell for approximately 138 linear feet of new proposed driveway. Compact with vibratory roller upon completion.			
Task 1200	FINISH GRADE & LOAM			
Services	Provide & install screened loam of disturbed yard areas.			
Estimate...	This estimate is valid for 90 days. A signed copy of this estimate, along with a deposit, must be received by GFM Enterprises, Inc. prior to the start of work.			
Proposal	Thank you for the opportunity to submit this proposal for the completion of the job described above. Any price increases or additional labor and materials that may be required due to unforeseen circumstances are not included. Homeowners are responsible for all engineering fees. GFM Enterprises, Inc. is not responsible for any damage to existing irrigation lines.			

This estimate is valid for ninety (90) days. Any price increases or additional labor and materials fees that may be required due to unforeseen circumstances are NOT included. Homeowners are responsible for all engineering fees. GFM Enterprises, Inc. is NOT responsible for any damage to existing irrigation lines.

Total



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: December 17, 2019

ITEM: Curb Cut Application-15 North Pamet Road

EXPLANATION: This item was tabled at the December 10th meeting at the request of Select Person Weinstein. DPW Director Cabral requested additional information to respond to questions raised at the meeting. The applicant's response is attached.

SUGGESTED ACTION: *Motion to approve the curb cut for 15 North Pamet Road and authorize the Chair to sign.*

ATTACHMENTS:

1. Email from DPW Director Cabral with an email response from the applicant's contractor.
2. Agenda Item from December 10, 2019

Rae Ann Palmer

From: Jarrod Cabral
Sent: Thursday, December 12, 2019 11:47 AM
To: Rae Ann Palmer
Subject: FW: 15 N. Pamet

Here you go,

Thanks - Jarrod

From: Mark Kinnane <mkinnane@capeassociates.com>
Sent: Thursday, December 12, 2019 10:42 AM
To: Jarrod Cabral <jcabral@truro-ma.gov>
Subject: RE: 15 N. Pamet

Hi Jarrod

Here is the basic plan for construction of the new Curb cut.

East and west of the proposed curb cut the berm on both sides will be cut back and lower to allow clear visibility in both directions before exiting on to N. Pamet rd. The Apron will be constructed using Granite slabs embedded in Concrete. This will prevent any of the proposed Gravel drive or soil from washing into the street. At the top of the apron the gravel drive will slope down to the West and South away from the street. The old asphalt apron and drive will be removed and a berm with plantings will be re-established in that area.

If you need anything else please just let me know.

Thanks Mark

Mark Kinnane
Executive Vice President | Cape Associates, Inc. BUILDERS

345 Massasoit Road | Eastham, MA 02642
Office: 508.255.1770 | Cell: 508.237.0585
mkinnane@capeassociates.com | www.capeassociates.com
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From: Jarrod Cabral <jcabral@truro-ma.gov>
Sent: Thursday, December 12, 2019 8:00 AM
To: Mark Kinnane <mkinnane@capeassociates.com>
Subject: FW: 15 N. Pamet

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Good morning, Your curb cut application will be on the agenda next Tuesday, send your narrative as soon as you can, and I'll include it with the application.

Thanks - Jarrod

From: Jarrod Cabral
Sent: Wednesday, December 11, 2019 11:00 AM
To: Mark Kinnane <mkinnane@capeassociates.com>
Subject: FW: 15 N. Pamet

Hello, To confirm from our conversation this morning. Please demonstrate in your written narrative that there will be a clear line of site entering/exiting the new driveway, please be descriptive when addressing the construction methodology. Please also address that all storm water runoff will be contained onsite.

Thanks - Jarrod

From: Jarrod Cabral
Sent: Wednesday, December 11, 2019 8:08 AM
To: Mark Kinnane <mkinnane@capeassociates.com>
Subject: RE: 15 N. Pamet

Good morning, Your curb cut application was reviewed last night, and tabled until the next meeting. A few questions did come up regarding safety and sight distance. Could you please send me a written narrative describing the means and method of the driveway construction

In regards to North Pamet Road alignment with proposed driveway profile. Please address the sight distance conditions entering and exiting the driveway related to safety.

Thanks - Jarrod

From: Jarrod Cabral
Sent: Tuesday, December 3, 2019 7:33 AM
To: Mark Kinnane <mkinnane@capeassociates.com>
Subject: RE: 15 N. Pamet

Thanks

From: Mark Kinnane <mkinnane@capeassociates.com>
Sent: Tuesday, December 3, 2019 7:29 AM
To: Jarrod Cabral <jcabral@truro-ma.gov>
Subject: RE: 15 N. Pamet

That is correct. They may want something like cobble stone set in concrete

Mark Kinnane
Executive Vice President | Cape Associates, Inc. BUILDERS

345 Massasoit Road | Eastham, MA 02642
Office: 508.255.1770 | Cell: 508.237.0585
mkinnane@capeassociates.com | www.capeassociates.com
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From: Jarrod Cabral <jcabral@truro-ma.gov>
Sent: Tuesday, December 3, 2019 7:17 AM
To: Mark Kinnane <mkinnane@capeassociates.com>
Subject: RE: 15 N. Pamet

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Good morning, Installation will be completed with 3/8" stone with hot mixed berm, or hardened with such materials to the road/property sideline so as to prevent erosion of driveway exit/entrance which would cause sand or stone to be washed onto Town road. Is this correct?

Thanks - Jarrod

From: Mark Kinnane <mkinnane@capeassociates.com>
Sent: Monday, December 2, 2019 4:07 PM
To: Jarrod Cabral <jcabral@truro-ma.gov>
Subject: RE: 15 N. Pamet

Hi Jarrod
3/8" pea stone

Mark Kinnane
Executive Vice President | Cape Associates, Inc. BUILDERS

345 Massasoit Road | Eastham, MA 02642
Office: 508.255.1770 | Cell: 508.237.0585
mkinnane@capeassociates.com | www.capeassociates.com
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From: Jarrod Cabral <jcabral@truro-ma.gov>
Sent: Monday, December 2, 2019 11:40 AM
To: Mark Kinnane <mkinnane@capeassociates.com>
Subject: RE: 15 N. Pamet

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Thanks, What materials are being used for the driveway?

Thanks – Jarrod

Jarrod J. Cabral
Director
Department of Public Works
Truro MA 02666
Office (508) 214-0400

From: Mark Kinnane <mkinnane@capeassociates.com>
Sent: Monday, December 2, 2019 11:20 AM
To: Jarrod Cabral <jcabral@truro-ma.gov>
Subject: FW: 15 N. Pamet

Let's try this again

Mark Kinnane
Executive Vice President | Cape Associates, Inc. BUILDERS

345 Massasoit Road | Eastham, MA 02642
Office: 508.255.1770 | Cell: 508.237.0585
mkinnane@capeassociates.com | www.capeassociates.com
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From: Mark Kinnane
Sent: Monday, December 2, 2019 10:52 AM
To: 'jcabral@truro.MA.gov' <jcabral@truro.MA.gov>
Subject: 15 N. Pamet

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Thanks Mark

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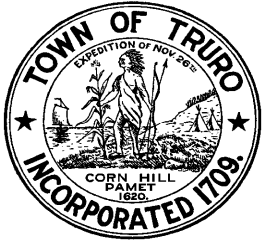
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TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: December 10, 2019

ITEM: Curb Cut Application-15 North Pamet Road

EXPLANATION: Mark Kinnane, of Cape Associates, has submitted an application for a Curb Cut for the owners of 15 North Pamet Road. Original curb cut will be closed off with a split-rail fence and be replanted. The new driveway will consist of 3/8" stone with a hardened berm to prevent erosion of driveway exit/entrance which would cause sand or stone to be washed onto North Pamet Road.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Owners of 15 North Pamet Road will not be given approval to move location of driveway.

SUGGESTED ACTION: *Motion to approve the curb cut for 15 North Pamet Road and authorize the Chair to sign.*

ATTACHMENTS:

1. Letter from DPW Director Cabral and email correspondence.
2. Curb Cut application along with existing site plan and proposed site plan.



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

To: Select Board
Rae Ann Palmer, Town Manager
From: Jarrod J. Cabral, Director Department of Public Works
Date: December 3, 2019
Subject: Curb Cut, 15 North Pamet

The original curb cut for 15 North Pamet will be closed off with split rail fence and replanted. The new driveway will consist of 3/8" stone with hardened berm to prevent erosion of driveway exit/entrance which would cause sand or stone to be washed onto Town North Pamet Road.

Thanks – Jarrod

Jarrod J. Cabral

Director

Department of Public Works

Truro MA 02666

508 214 0400

Jarrood Cabral

From: Mark Kinnane <mkinnane@capeassociates.com>
Sent: Tuesday, December 3, 2019 7:29 AM
To: Jarrod Cabral
Subject: RE: 15 N. Pamet

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Thanks - Jarrod

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Subject: RE: 15 N. Pamet

Hi Jarrod
3/8" pea stone

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Thanks, What materials are being used for the driveway?

Thanks – Jarrod

Jarrod J. Cabral

Director

Department of Public Works

Truro MA 02666

Office (508) 214-0400

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RCUD 2019NOV15 PM1:35
ADMINISTRATIVE OFFICE
TOWN OF TRURO**EXHIBIT 1****TOWN OF TRURO
APPLICATION FOR A CURB CUT PERMIT**

Note: This permit application must be accompanied by a plan. If this permit is being applied for by someone other than the Owner of the property, the owner's signature must appear at the bottom of the application.

Date: 10/24/19To the Board of Selectmen
24 Town Hall Road
P. O. Box 2030
Truro, MA 02666Re: **APPLICATION FOR A CURB CUT**

Dear Board Members:

The applicant(s) hereby make application for a curb cut as follows:

Name(s): Mark KinnaneAddress: 345 Massasoit Rd Eastham MA 02642Curb Cut Street Location: 15 N. PametAffected Town or State road: N. PametTruro Assessor's Map Number: 51 Parcel Number: 13Name of contractor: Cape Associates Inc.Reason/explanation: Change location of driveway entranceI/we hereby agree to the terms and conditions as outlined in this policy and attached Exhibits:Applicant's Signature: Mark KinnaneOwner's Signature (if different): [Signature] Date: 10/24/19

Owner's Address (if different): _____

Application for a Curb Cut Permit

Page 2

Director, Department of Public Works Preliminary Approval:

☒ Approved ☐ Disapproved ☐ Not Applicable

9/15/19 see Attached Comments

Director, Department of Public Works

Nov 15, 2019

Date

Chief of Police Approval:

☒ Approved ☐ Disapproved ☐ Not applicable

[Signature]

Chief of Police

Nov 19, 2019

Date

Board of Selectmen Approval:

☒ Approved ☐ Disapproved

Chairman, Board of Selectmen

Date

Planning Board Approval (if required):

☐ Approved ☐ Disapproved ☐ Not Applicable

Chairman, Planning Board

Date

Building Commissioner Approval:

☐ Approved ☐ Disapproved

Building Permit Number _____

Building Commissioner

Date

Mass Highway Referral (if required):

Date Forwarded _____

Signature

Director, Department of Public Works Declaration of Compliance:

I have inspected the property located at _____ and found the work requested on the Application for a Curb Cut dated _____ to be in compliance with the Board of Selectmen Policy #28 - Curb Cut Policy.

Director, Department of Public Works

Date

Building Commissioner Final Approval:

☐ Approved ☐ Disapproved

Certificate of Occupancy _____

Building Commissioner

Date



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

To: Select Board

Rae Ann Palmer, Town Manager

From: Jarrod J. Cabral, Director Department of Public Works

Date: December 3, 2019

Subject: Curb Cut, 15 North Pamet

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Jarrod J. Cabral

Director

Department of Public Works

Truro MA 02666

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Department of Public Works
Truro MA 02666
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TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

To: Mark Kinnane, Cape Associates
Richard McArdle

From: Jarrod J Cabral, Director Department of Public Works

Date: November 15, 2019

Subject: Curb Cut, 15 North Pamet

Your curb cut application is suitable to move forward for approval. Please note, the Town will not be responsible for washouts onto your property that are created by your new curb cut as North Pamet Rd. predates the new curb cut. I recommend installing a feature on your driveway to mitigate any water runoff from North Pamet Rd. You could also address any water run-off from North Pamet Rd. later, but any alteration to your curb cut would require another application. It is important to note that any mitigation can not result in water runoff onto North Pamet Rd.

Thanks - Jarrod



Jarrod J. Cabral

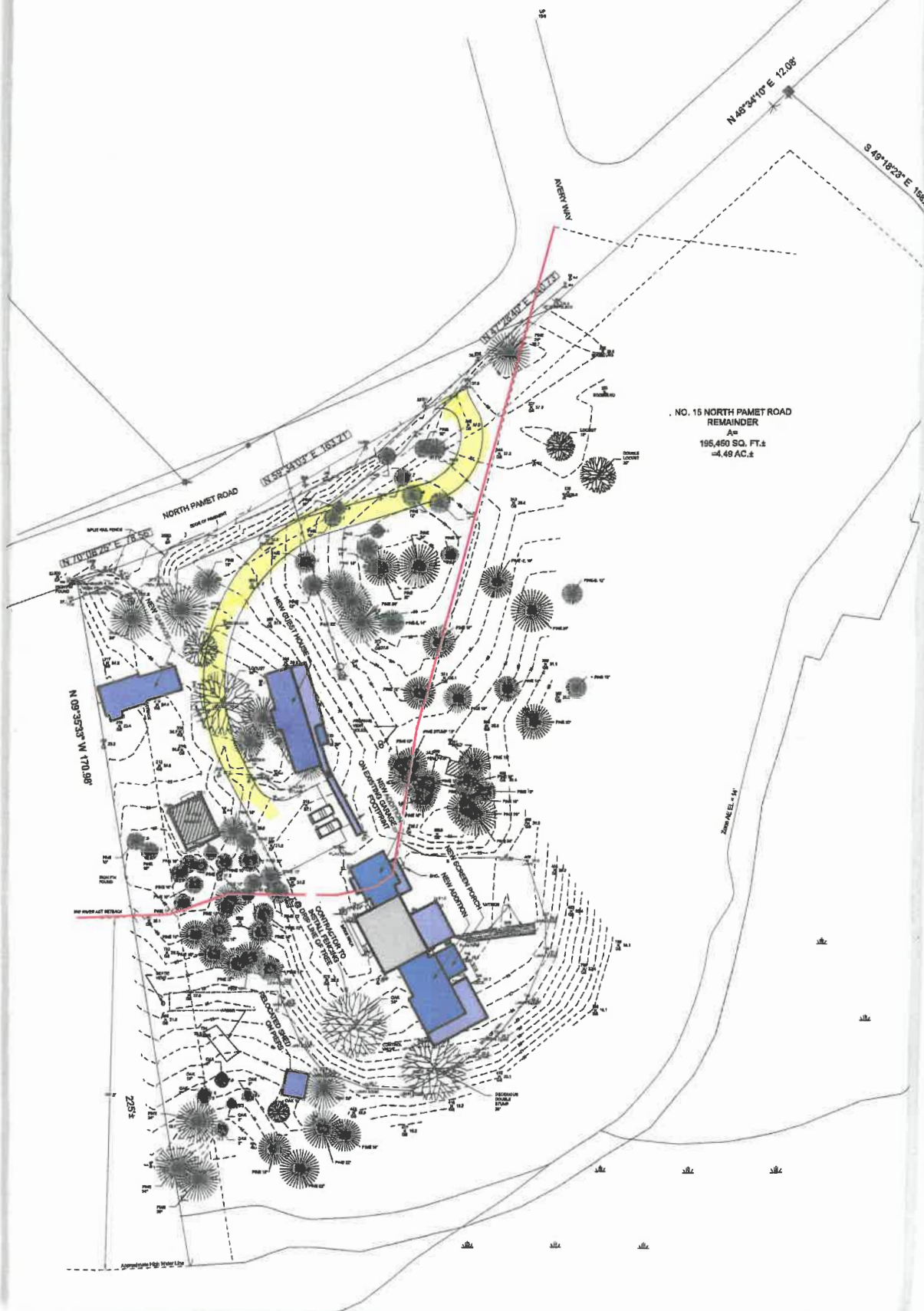
Director

Department of Public Works

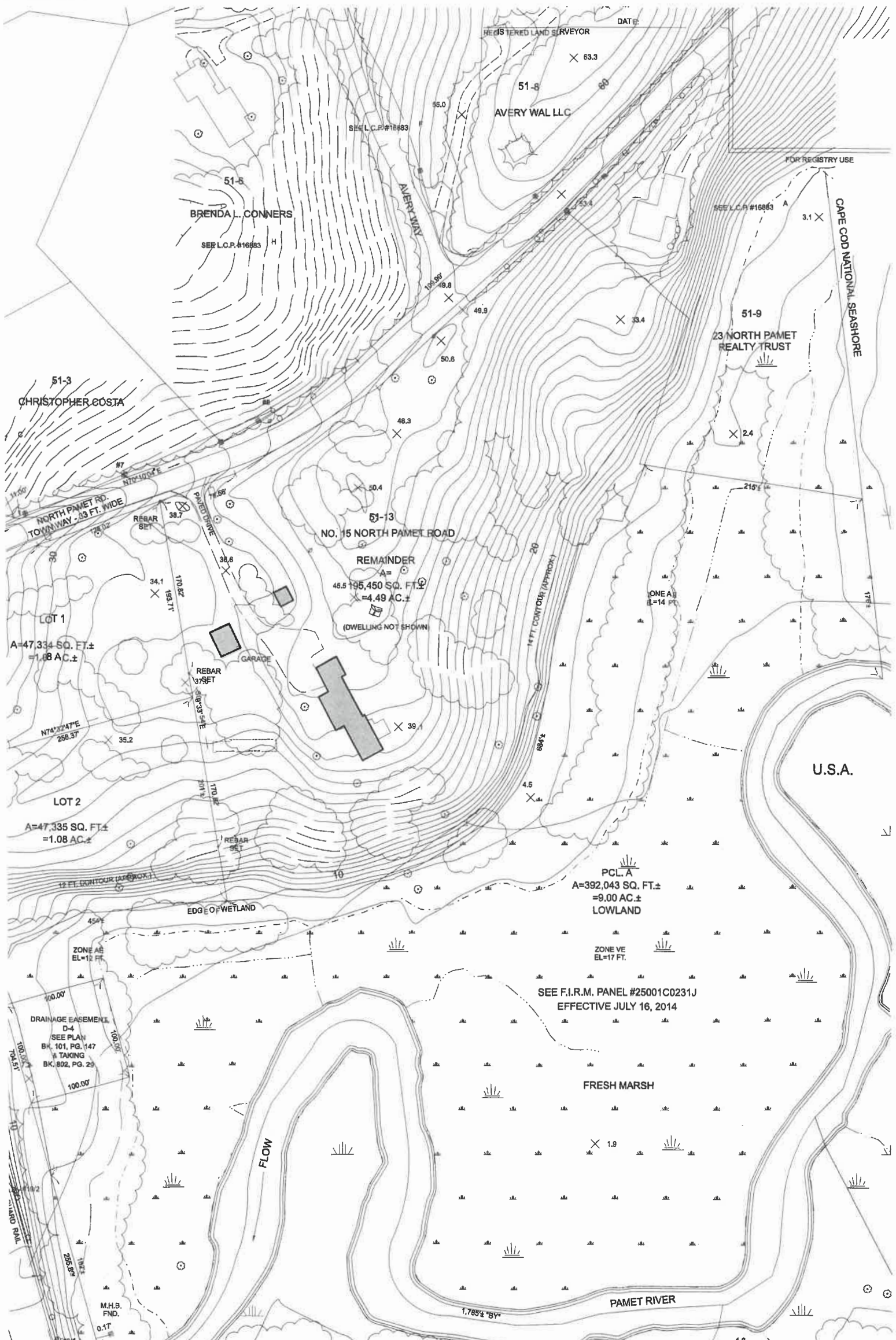
Truro MA 02666

508 214 0400

Site Plan- Proposed



Site Plan-Existing





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Jay Coburn, Chief Executive Officer, Community Development Partnership

REQUESTED MEETING DATE: December 17, 2019

ITEM: Discussion of Community Development Partnership's Strategic Plan

EXPLANATION: Mr. Coburn will provide a brief presentation on the Community Development Partnership's strategic Plan.

SUGGESTED ACTION: MOTION TO

ATTACHMENTS:

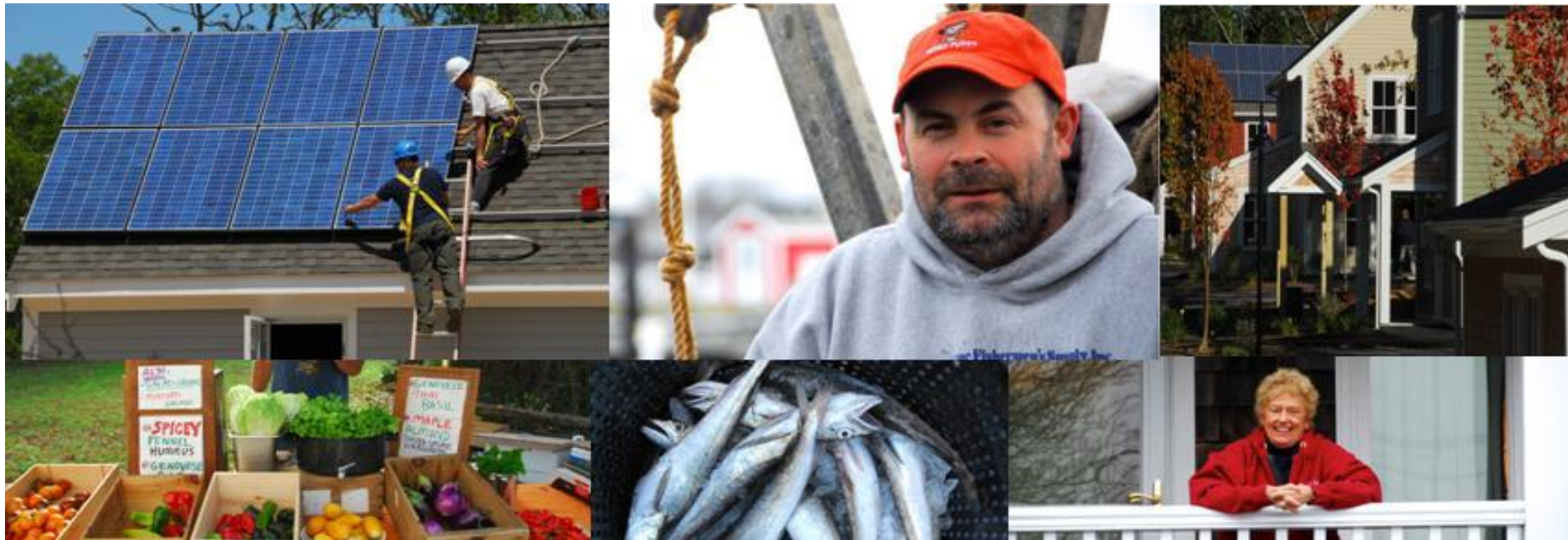
1. PowerPoint



community development partnership

*Creating opportunities for people to live, work,
& thrive on the Lower Cape*

Jay Coburn, Chief Executive Officer





community development partnership

Founded in 1992 as the Lower Cape Cod Community Development Corporation

Mission: The Community Development Partnership (CDP) nurtures a vibrant Lower Cape region by:

- Supporting Strong Local Businesses
- Providing Safe, Stable & Affordable Housing

Strong Local Businesses



Small Business Training, Technical Assistance & Loans

- Workshops
 - Financial Record Keeping
 - Marketing
 - Human Resource Management
- One-on-one business consulting at the Provincetown Commons
- Micro Loans
 - \$3.25 M in loans to over 200 small businesses

Cape Cod Fisheries Trust

THE PROGRAM

- Collaboration with CCCFA
- Preserves Cape's small scale fishing industry
- Below market rate leases on fishing quota
- Loans to purchase quota, gear, boat repairs, re-finance debt
- Shellfishing Loan Fund
- Business training & support

THE IMPACT

- 200K lbs of scallop quota leased in 2019 to 11 fishermen
- 250 hours of training and education provided annually
- \$10M in gross sales generated by local fishermen recirculated into the local economy

Safe, Stable & Affordable Housing



Affordable Rental Homes

- 72 Units of rental housing for LMI residents
- 28 Units of Community Housing at Harbor Hill, Provincetown
- Expanding Property Management Department and seeking additional properties to manage.

Housing Rehabilitation Program

THE PROGRAM

- Home Repairs and upgrades for low/mod income families
- Outer Cape Regional Grant targeted to Eastham, Harwich, Truro & Provincetown
- Up to \$40,000 per household

THE IMPACT

- 400 Homes since 1994
- Contracts to Local Builders worth \$10.5M
- Preserves affordable housing stock

Community Housing Partnership

- Annual Housing Institute – 6-session training held each fall for elected & appointed officials and staff
 - Quarterly Peer Group Meeting
 - Quarterly Advanced Trainings
- Advocates Training
- Housing Consulting Services for Towns
- Public Media Campaign

We can't afford to lose the people who can't afford to live here

We can't afford to lose the people who can't afford to live here.



Justin Kinshaw
Firefighter/Paramedic
Wellfleet

Justin is a lifelong Cape resident. He dreams of giving his daughter a stable place to call home without having to move frequently. But it's hard because the cost of housing here is often more than even a firefighter can afford.

At the Community Development Partnership, we are advocating for more accessible and affordable housing options. The voice and votes of community residents are the most effective way to influence town housing policies. Use your voice and your vote, because our communities are better and stronger with people like Justin.



community development partnership

www.capedp.org

Campaign sponsored by
The Cooperative Bank
of Cape Cod

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Community Housing Partnership

Results

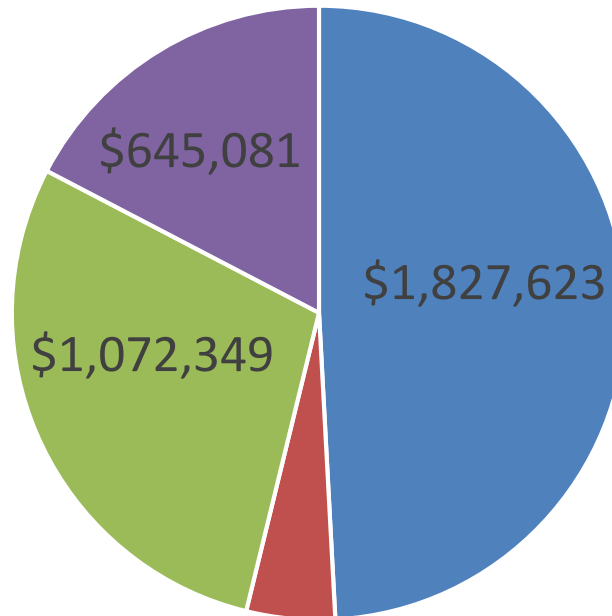
- \$15M in local funding approved for housing-related initiatives at the 2017 & 2018 Lower Cape Town Meetings
- 43 Housing Related Articles approved at 2018 Lower Cape Town Meetings
 - ☐ ADU By-laws
 - ☐ Orleans 1% for Housing
 - ☐ Establishment of Housing Trusts (Brewster, Chatham, Harwich)
 - ☐ Wellfleet & Orleans CPC Funds for a project in Eastham
- All 8 Lower Cape Towns have at least one parcel under development

Other Housing Programs

- First Time Home Buyer Education provided to 90+ participants
- Canal House – 8 bed sober living residence in Orleans

CDP FY 2019 Revenue

\$3,718,347



\$173,294

■ Government Grants ■ Cape & Islands Plates ■ Program Income ■ Private Grants & Contributions

2019-2020 Strategic Plan

- Develop and implement new strategies & infrastructure for creating year-round jobs with a livable wage.
 - Expand Business Development Offices in Provincetown, Harwich & Eastham
 - Sub-regional economic development plan
 - Training & Technical Assistance to Towns to remove regulatory barriers to creating new businesses
 - Develop support programs and incentives for people to move to the Outer & Lower Cape with their jobs
 - Other Ideas?

2019-2020 Strategic Plan

- Create organizational capacity for the CDP to develop affordable and community housing independently or in partnership with off-Cape for profit and non-profit developers.
 - Position the CDP to be able to respond to future development RFP's
 - Support homeowners in creating ADUs
 - Expand Property Management
 - Other Ideas?

Thank You!

Jay Coburn

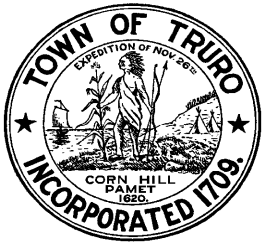
Chief Executive Officer

E: jay@capecdp.org

P: 508-240-7873 ext. 16

www.capecdp.org





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Health & Conservation

REQUESTOR: Emily Beebe, Health and Conservation Agent

REQUESTED MEETING DATE: December 17, 2019

ITEM: Presentation of Coastal Resiliency Grant project:

Increasing Coastal Resiliency Through Inter-Municipal Shoreline Management

EXPLANATION: This past spring, the Conservation Agents of the Towns of Provincetown, Truro, Wellfleet, and Eastham collaborated to propose a regional coastal resilience initiative for funding through the Massachusetts Office of Coastal Zone Management's (CZM) Coastal Resilience grant program. CZM awarded the four towns a grant of **\$115,000** to commence development of an inter-municipal shoreline management plan for the shoreline of Eastern Cape Cod Bay in all 4 towns. The goal of this project is to develop a comprehensive framework for managing approximately 35 miles of shoreline in a cost-effective, mutually beneficial manner in order to increase coastal resiliency throughout our four towns.

FINANCIAL SOURCE (IF APPLICABLE): In kind services with a \$2500 cash match from each Town.

SUGGESTED ACTION: MOTION TO

ATTACHMENTS:

1. Power Point presentation SB_Truro_121719

Increasing Coastal Resiliency Through Agenda Item: 5B1 Inter-Municipal Shoreline Management

Project Manager:

Hillary Lemos, Town of Wellfleet

Project Team :

Emily Beebe, Town of Truro

Shana Brogan, Town of Eastham

Tim Famulare, Town of Provincetown

Rex McKinsey, Town of Provincetown

MA Office of Coastal Zone Management

Steve Mckenna

Center for Coastal Studies

Rich Delaney

Mark Borrelli

Sam McFarland

Tom Skinner

Steve Mague

Applied Coastal Research & Engineering, Inc.

John Ramsey, PE

Total Project Cost: \$ 153,546

Match Amount: \$ 38,530 (25%)



Goal

To maximize the resiliency of the Cape Cod Bay shores of Provincetown, Truro, Wellfleet, and Eastham through the application of consistent, complementary shoreline management strategies

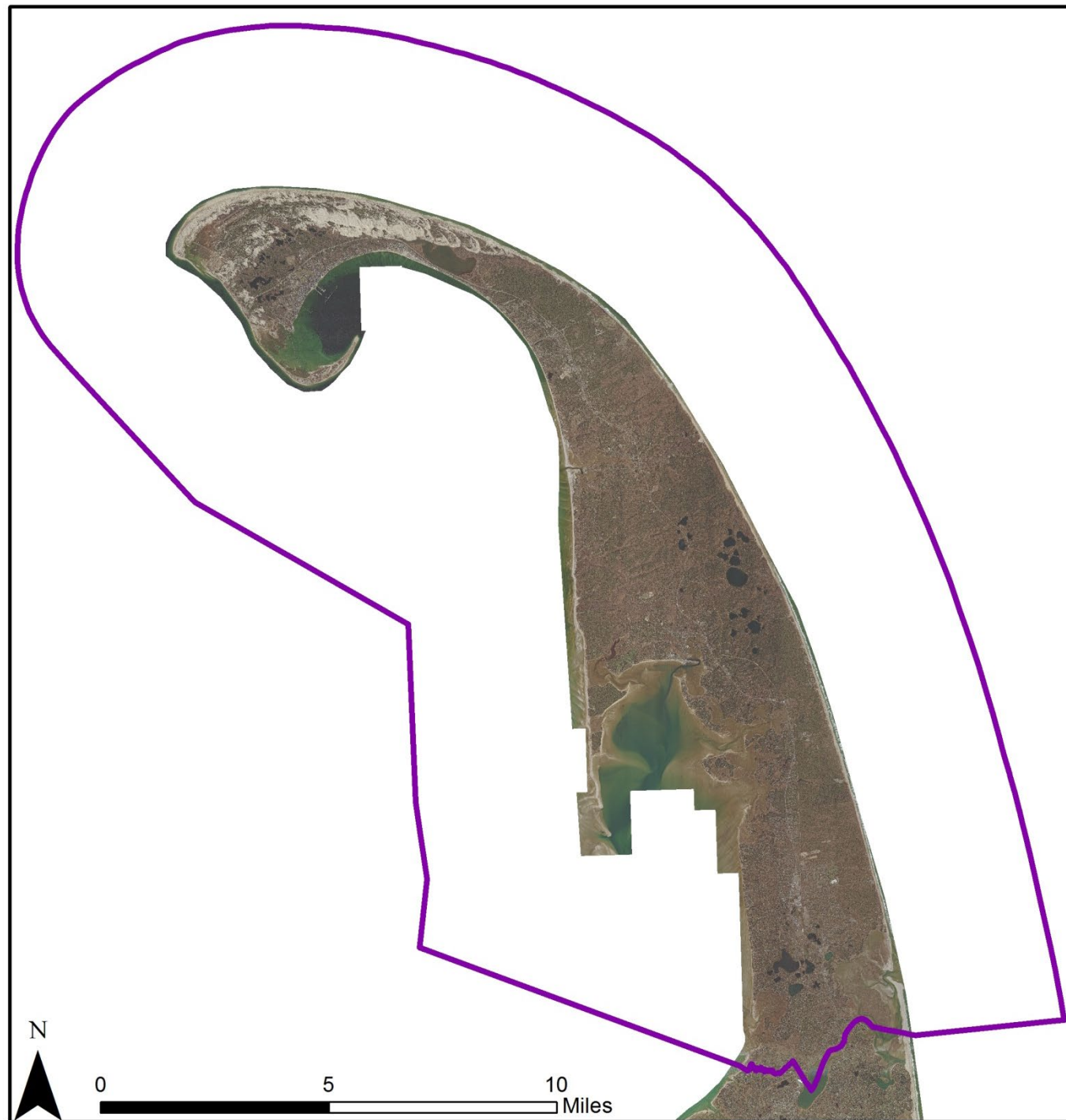
Process

- Resource – based
- Inter-municipal
- Multiple phases
- Fluid & flexible
- Ambitious Goals



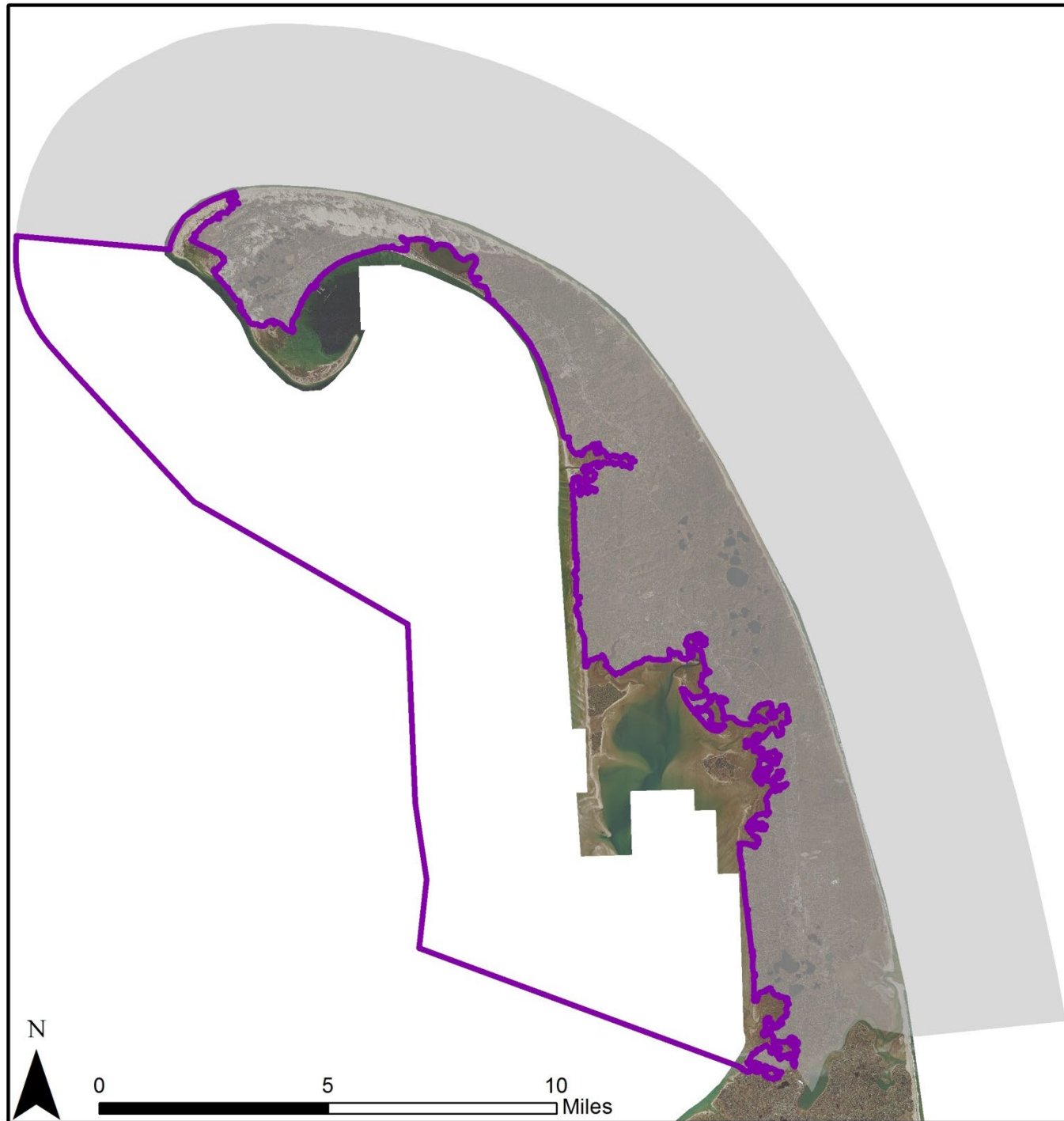
Four Towns

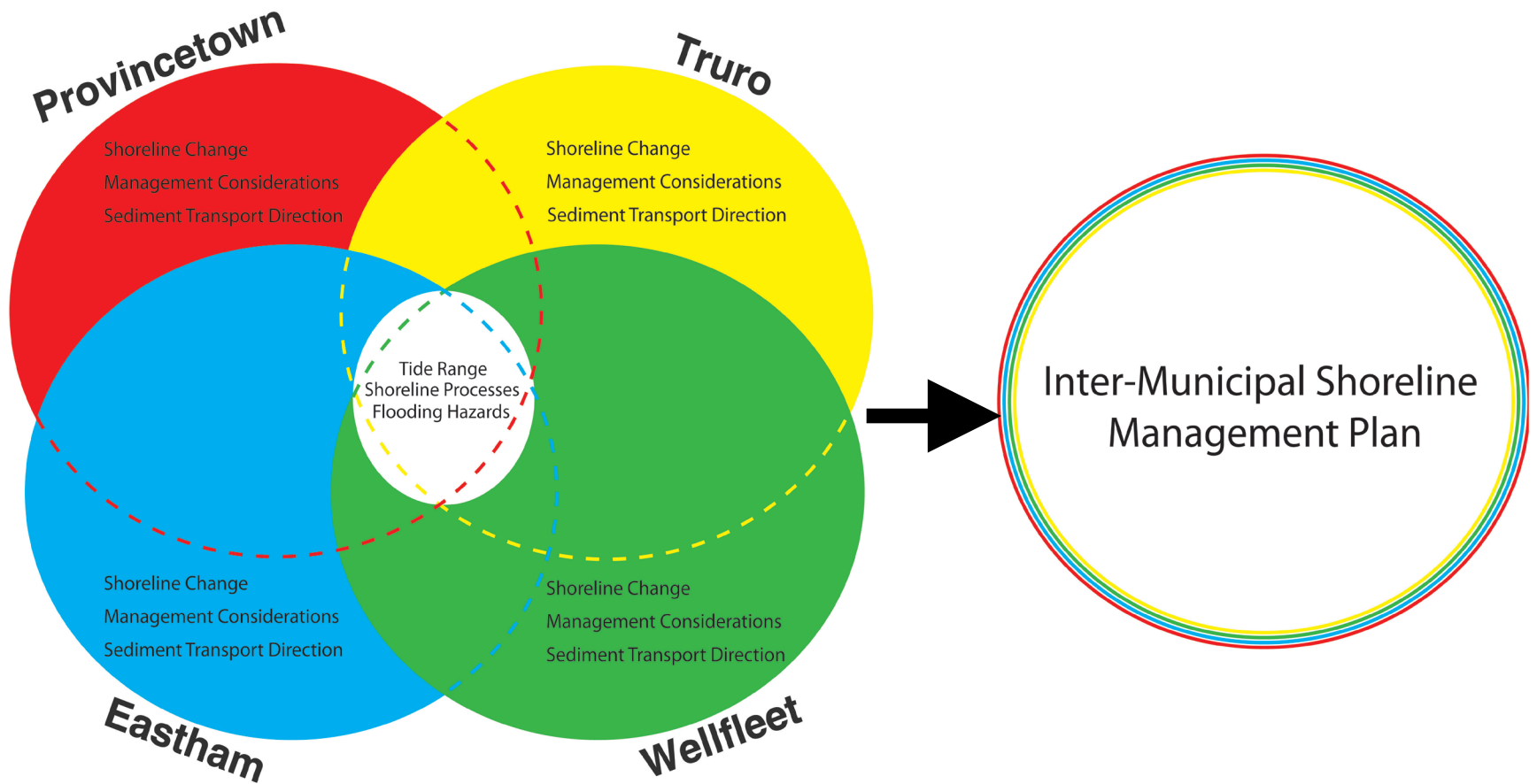
Into....



1 Planning Area

128 Miles² Area





Multiple Phases

Phase 1

- **Analysis & Recommendations**
 - Compile, compare, & contrast database of shoreline resources and management approaches
 - Similarities/Differences
 - Natural resources & coastal processes
 - Local, state, federal regulations, policies, management approaches
 - Develop comprehensive management framework based on shoreline resources & processes rather than municipal boundaries
- **Memorandum of Agreement (MOA)**
 - Long-term approach
 - Four towns working as one coordinated planning area

Future Phases

- **Framework Development**
- **Implementation**

MOA by Eastham, Wellfleet, Truro, and Provincetown

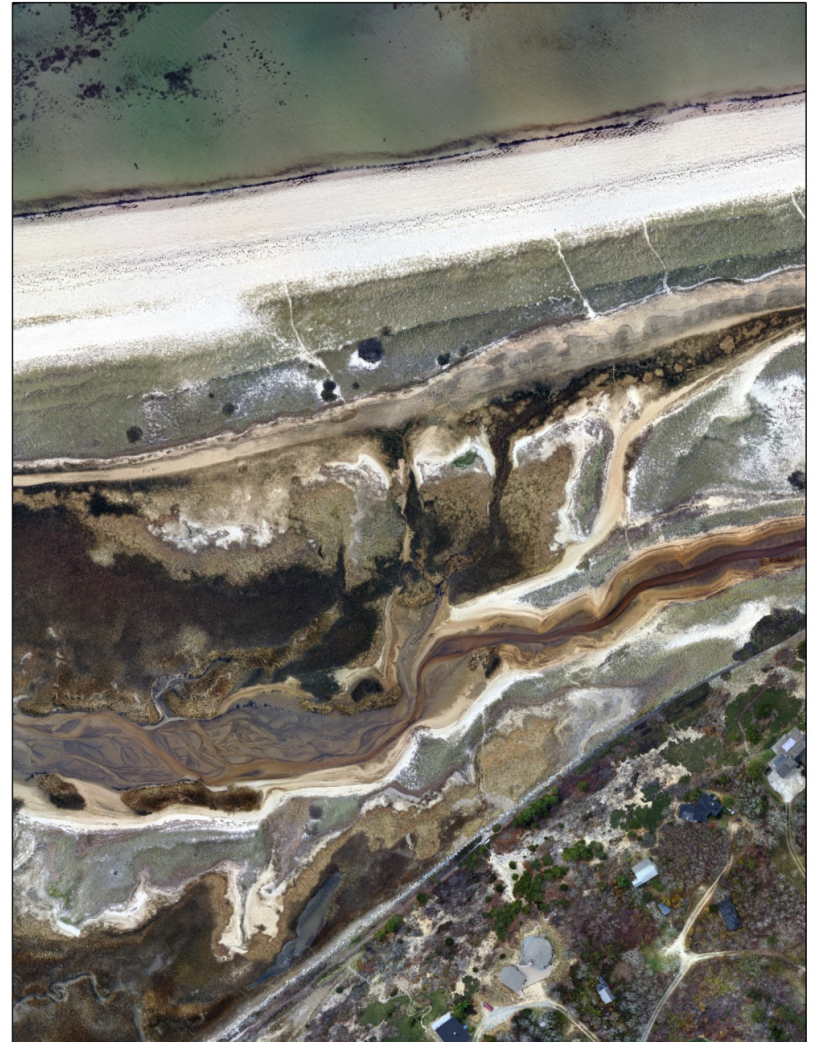
Prepare & execute a four-town Memorandum of Agreement (MOA) to continue to pursue:

- An Inter-Municipal Shoreline Management Plan
- Common goal of improving long-term coastal resiliency of Cape Cod Bay shorelines



Benefits

- **More effective shoreline management results with unified regional approach and goals**
- **Improved Cost Efficiencies & Savings**
 - Economies of Scale
 - Nourishment
 - Project Cost Sharing
- **Greater Leveraging of Grant Opportunities w/ 4 Towns**
- **Increased Resiliency in Shoreline Infrastructure/Protection**
 - Uniform performance standards
 - Common design requirements
 - Standardized Project Conditions
- **More Effective Project Review Process**
 - Uniform performance standards
 - Common design requirements
 - Standardized Project Conditions

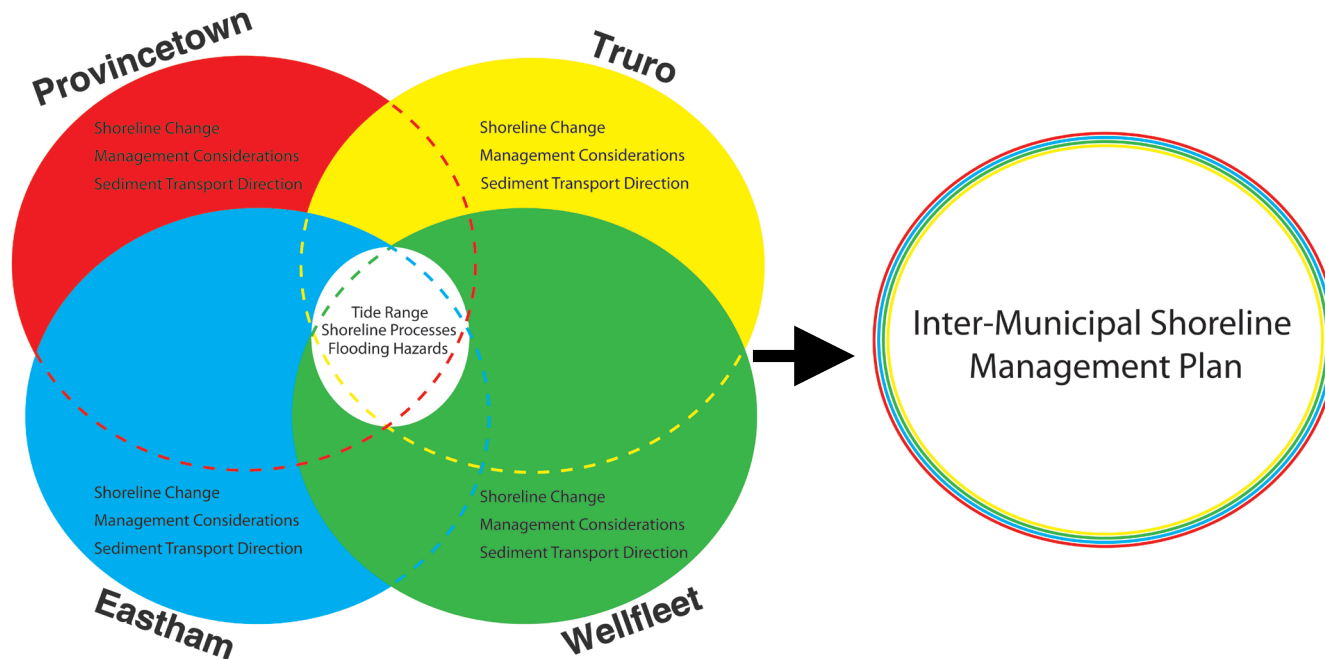


Project Timeline

Tasks	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20
Grant Award Notification: 07/17/19										
Task 1: Shoreline Resource Database										
Task 2: Regulatory Matrix										
Task 3: Identify Inter-municipal MOA Issues and Challenges										
Task 4: Listening Sessions										
Task 5: Inter-municipal Shoreline Management Database										
Task 6: Develop Inter-municipal Shoreline Management Framework										
Task 7: Preparation of Final Report										
Task 8: Memorandum of Agreement (MOA)										
Project Complete (June 30, 2020)										

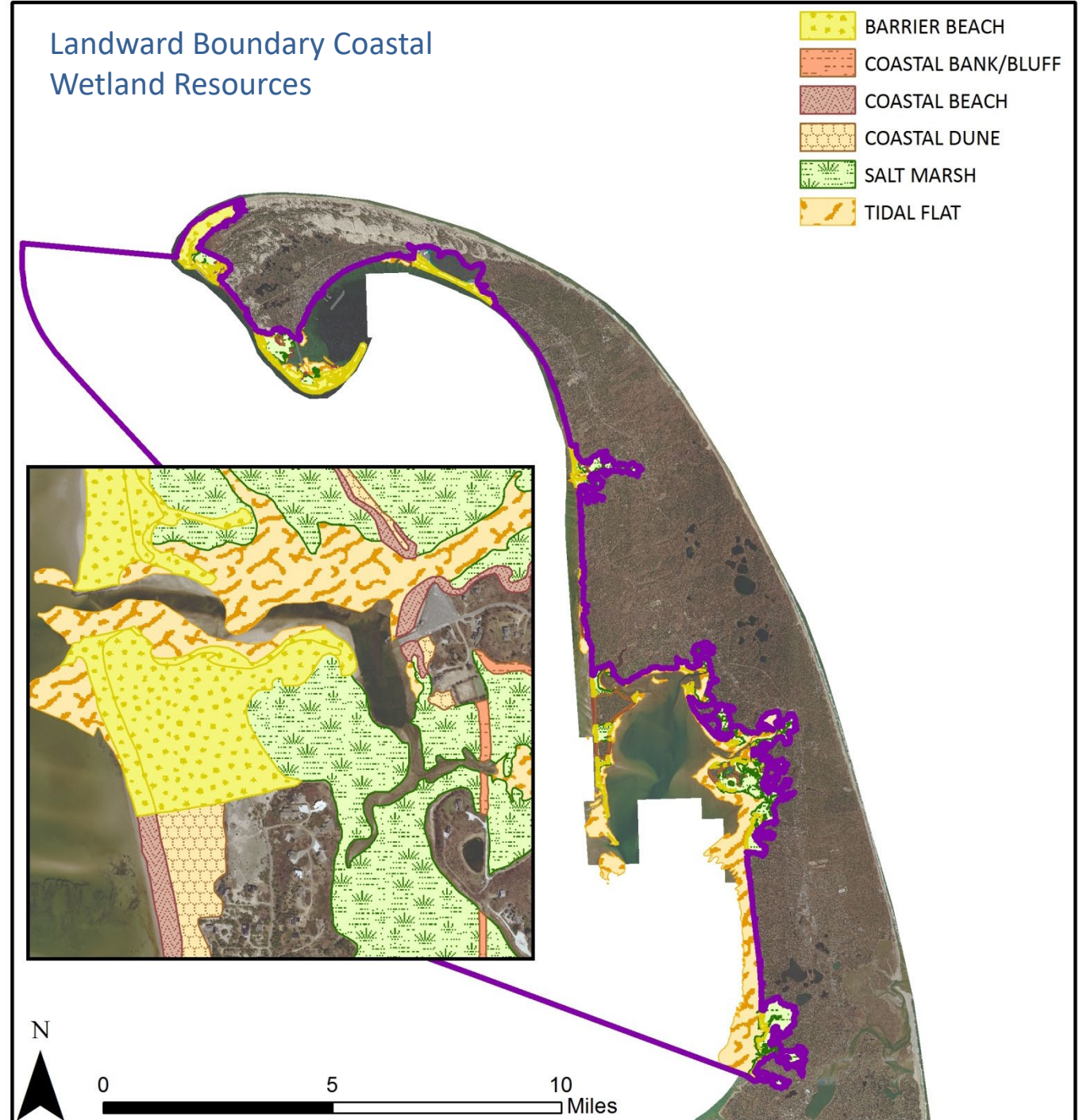


Questions, Comments, Thoughts?

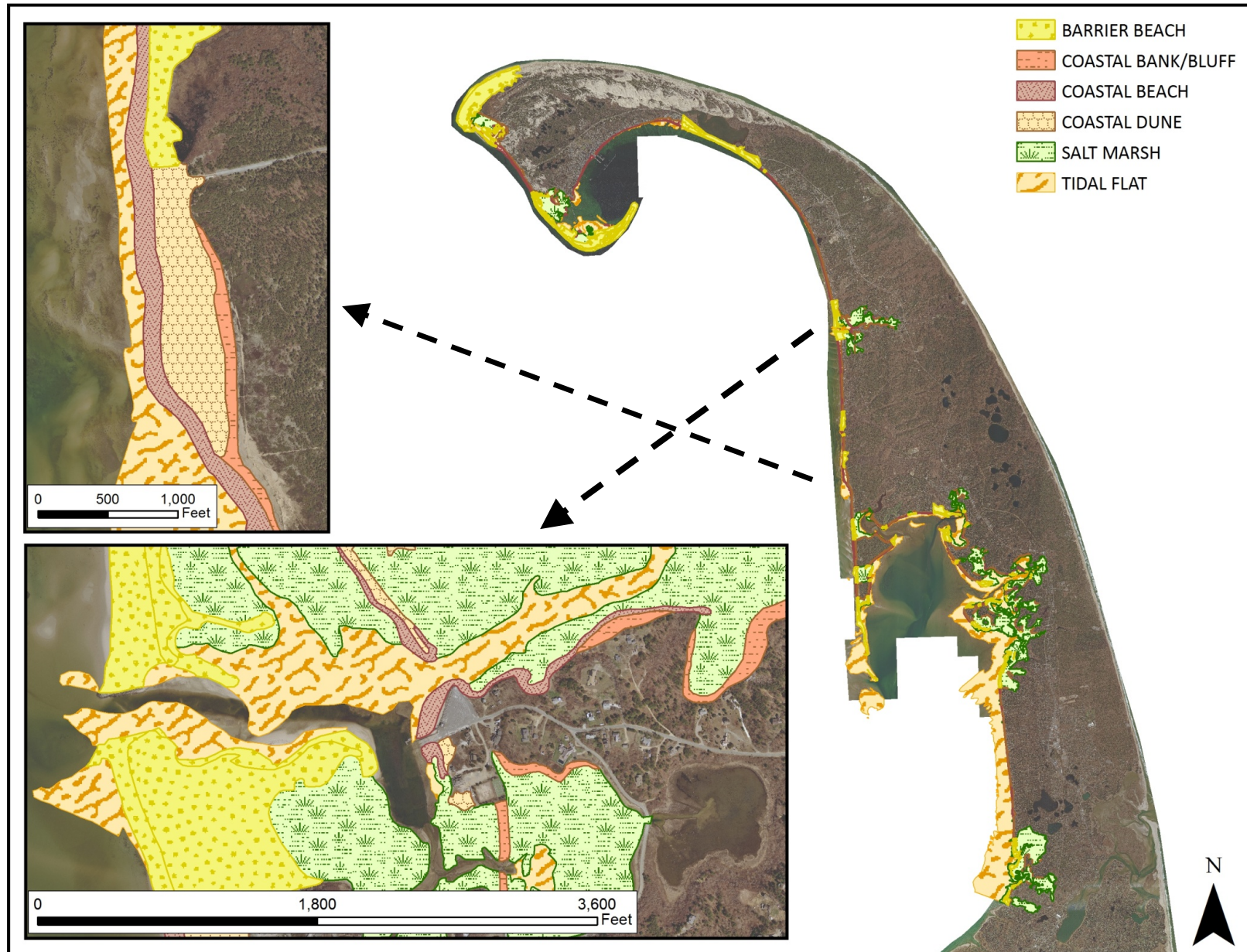


Inland Planning Area Boundary

- Common Resources
- Common Boundaries
- Common Jurisdiction
- **DYNAMIC**

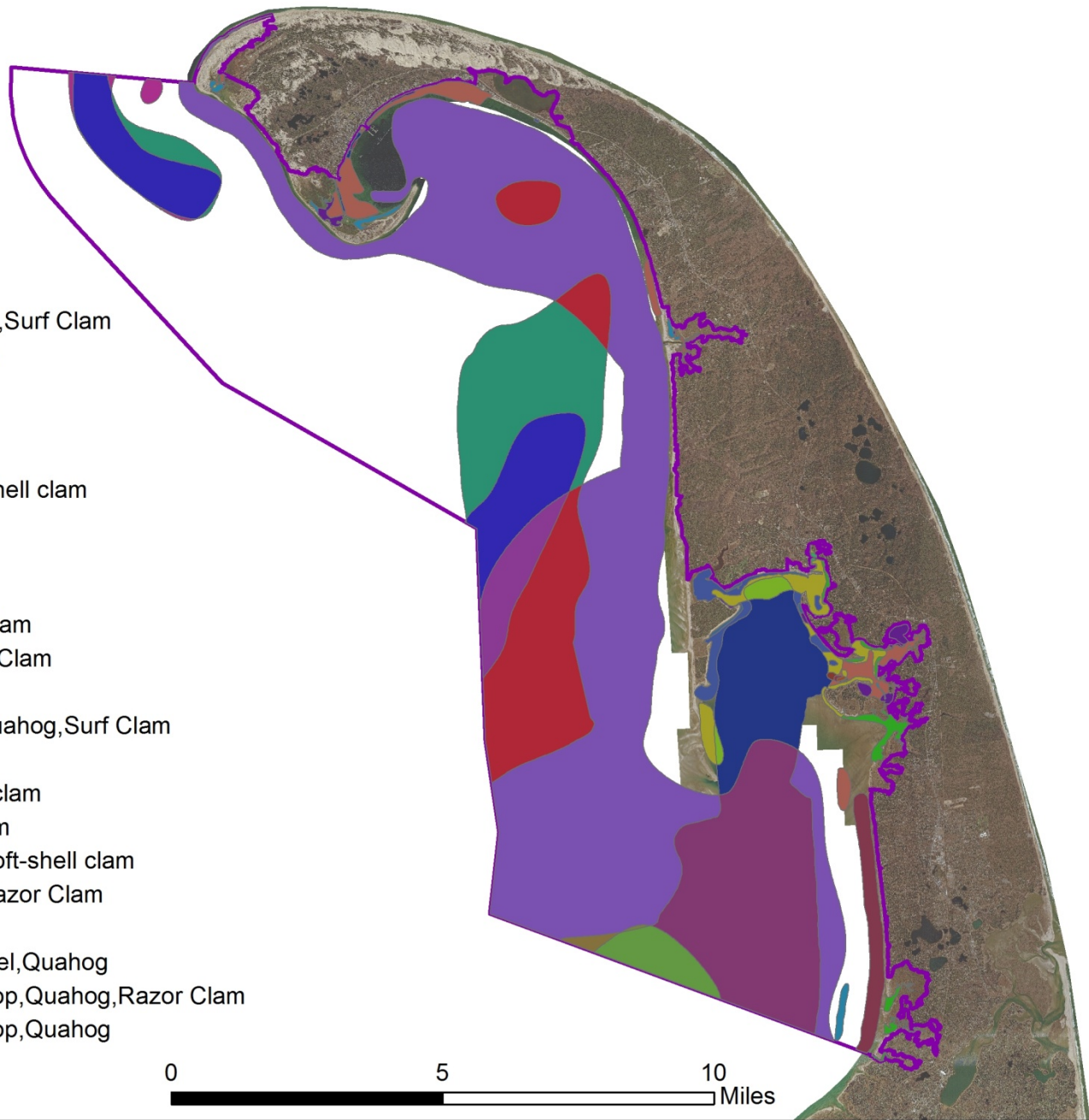


Coastal Wetland Resources



Potential Shellfish Habitat Areas

- Surf Clam
- Soft-shell clam
- Sea Scallop, Surf Clam
- Sea Scallop
- Razor Clam
- Quahog, Surf Clam
- Quahog, Soft-shell clam
- Quahog, Razor Clam
- Quahog
- Ocean Quahog, Sea Scallop, Surf Clam
- Ocean Quahog, Sea Scallop
- Ocean Quahog
- Blue Mussel, Surf Clam
- Blue Mussel, Soft-shell clam
- Blue Mussel, Quahog, Soft-shell clam
- Blue Mussel, Quahog
- Blue Mussel
- Bay Scallop, Surf Clam
- Bay Scallop, Quahog, Surf Clam
- Bay Scallop, Quahog, Razor Clam
- Bay Scallop, Quahog
- Bay Scallop, Blue Mussel, Quahog, Surf Clam
- Bay Scallop
- American Oyster, Soft-shell clam
- American Oyster, Razor Clam
- American Oyster, Quahog, Soft-shell clam
- American Oyster, Quahog, Razor Clam
- American Oyster, Quahog
- American Oyster, Blue Mussel, Quahog
- American Oyster, Bay Scallop, Quahog, Razor Clam
- American Oyster, Bay Scallop, Quahog
- American Oyster

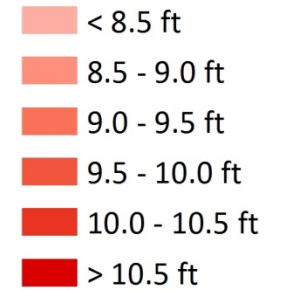


0 5 10 Miles



Flood Hazards

Stillwater Elevations



	Provincetown	Truro	Wellfleet	Eastham
Blizzard of '78	9.4	9.2	9.2	9.3
1/4/2018*	9.9	9.8	---	10.6

* Storm of Record

Elevations in FEET

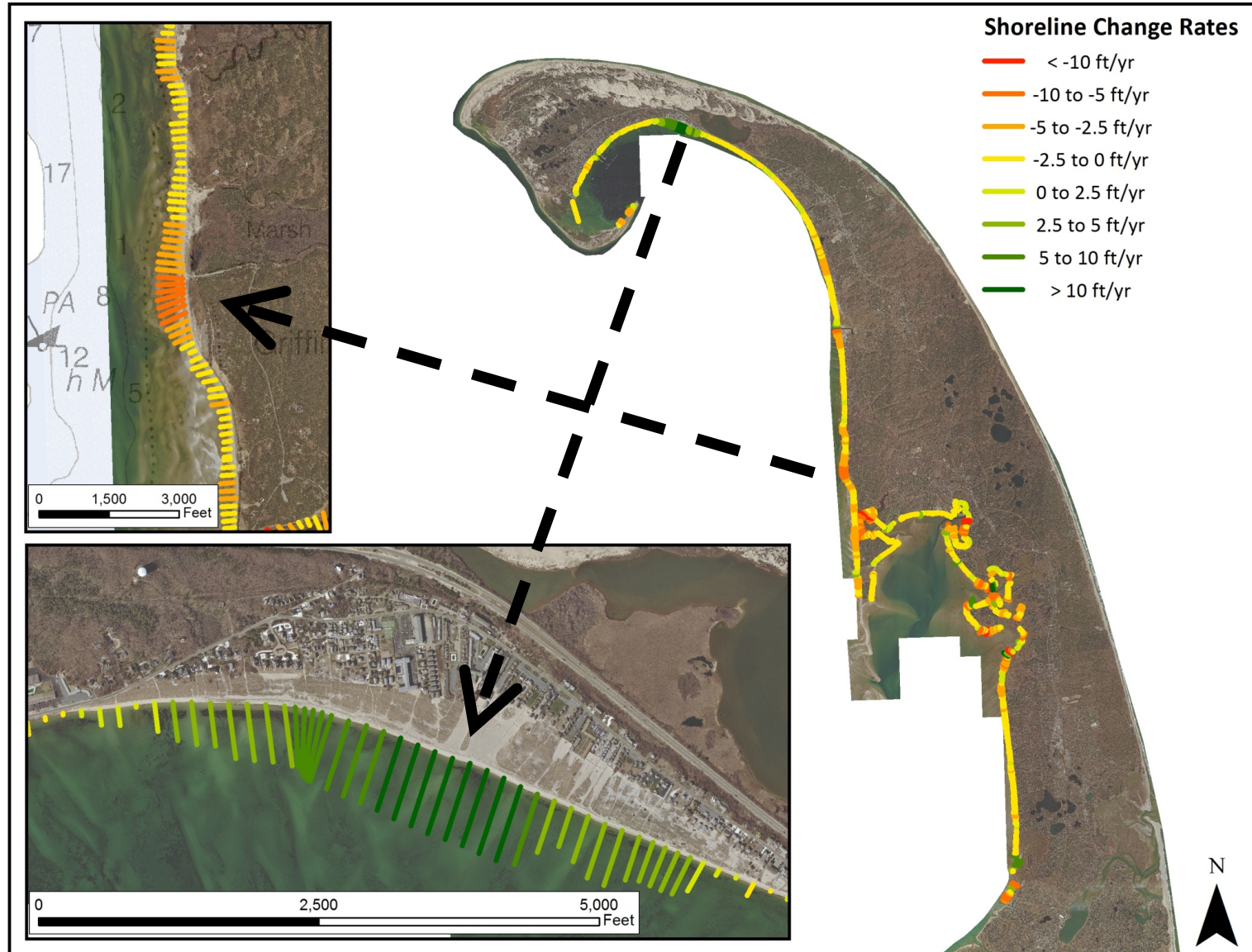
10 year
50 year
100 year

0 5 10 Miles



Shoreline Change

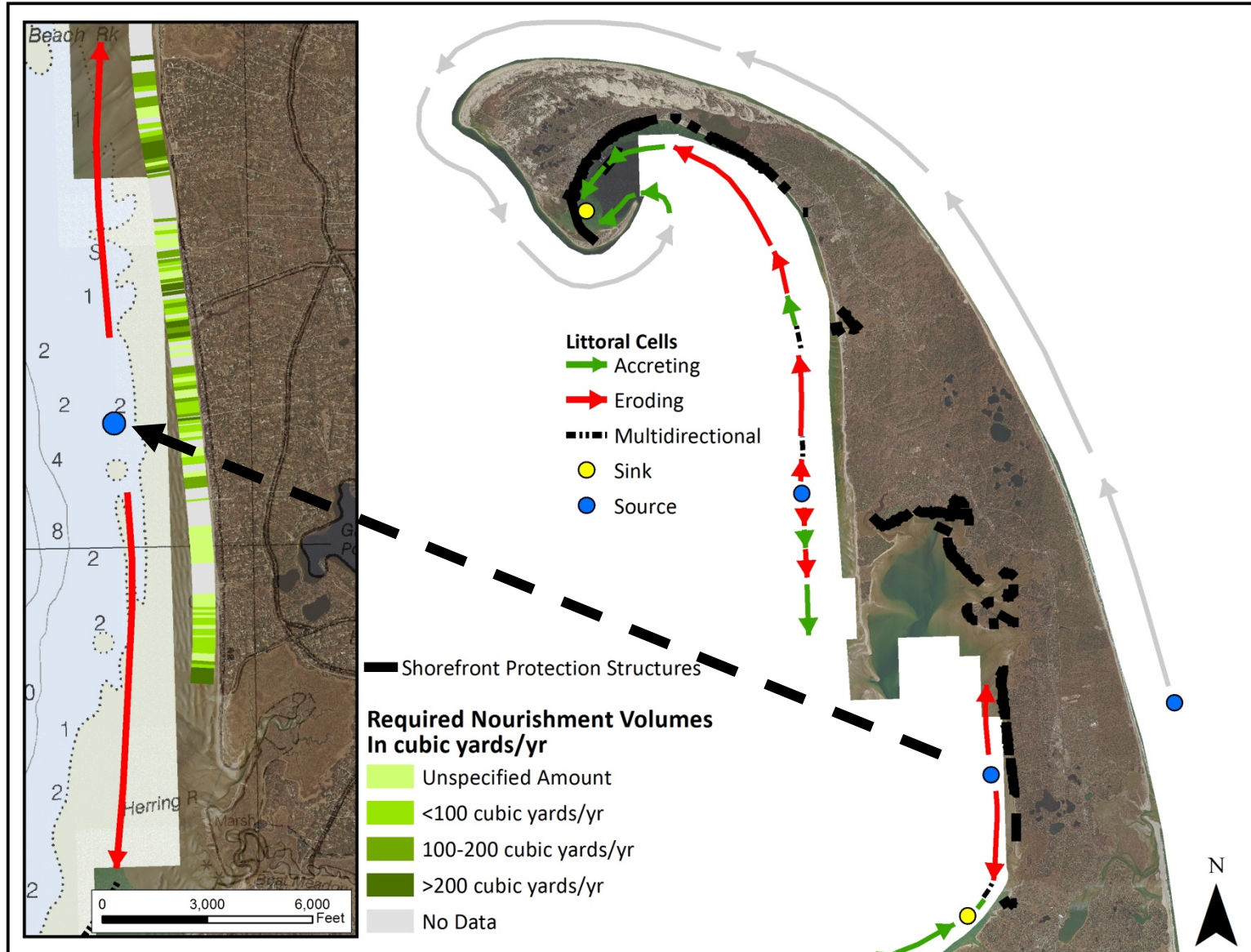
Shoreline Length in Planning Area = ~46 miles



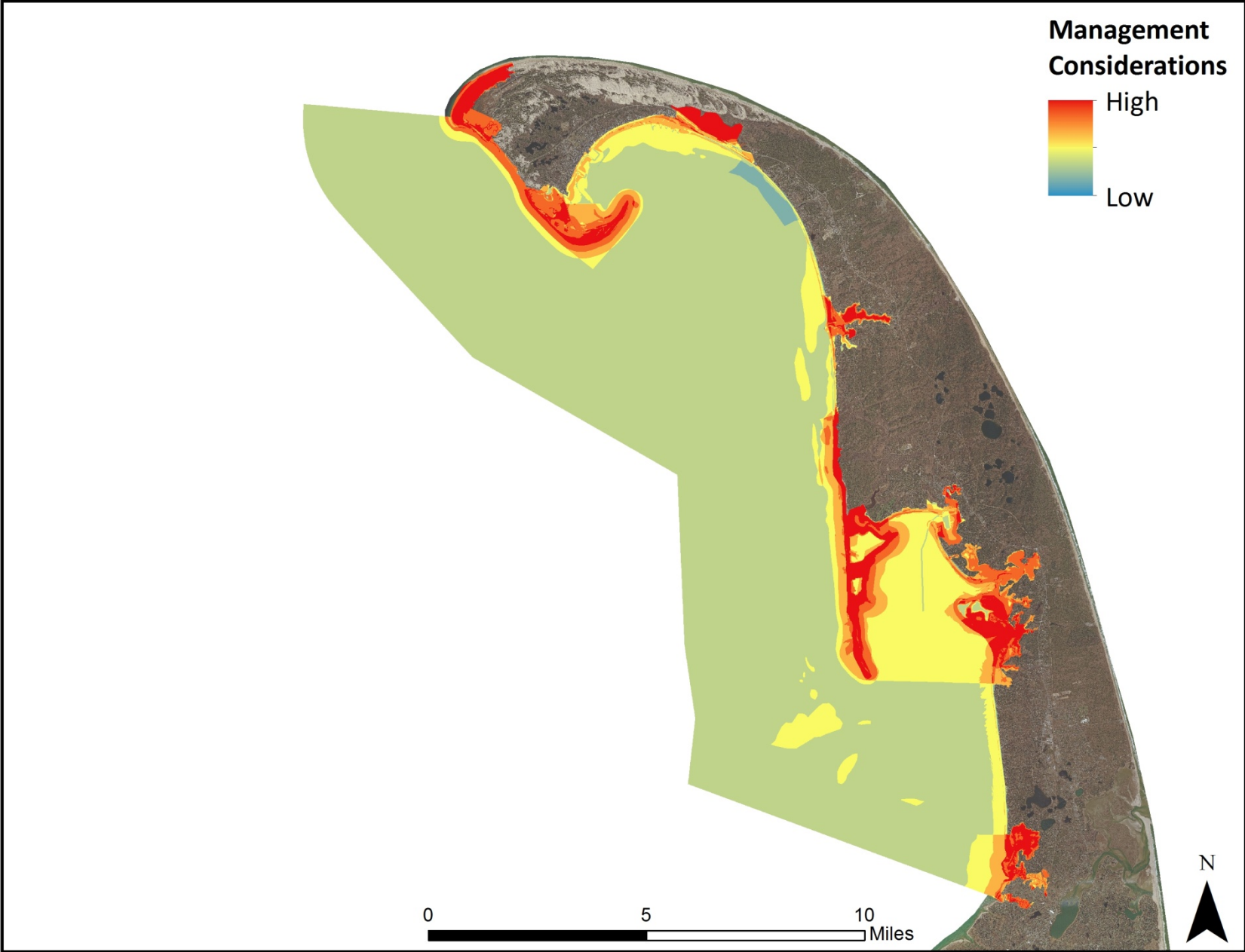
Shoreline Management Responses

Length of Shoreline Armored = ~ 11 miles (24% of Total)

Potential Shoreline Armoring = ~ 2.5m miles (5% of Total)



Current Shoreline Management Framework





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Health Department

REQUESTOR: Emily Beebe, Health and Conservation Agent

REQUESTED MEETING DATE: December 17, 2019

ITEM: Seasong Condominium, Unit 6, Year-Round Conversion

EXPLANATION: Seasong Condominium located at 525 Shore Road, Unit 6, is requesting conversion from seasonal to year-round use per [§40.3 Conversion of Cottage or Cabin Colony, Motor Court, Motel or Hotel](#). The amended Zoning By-Law allows existing condominiums to convert to year-round use if the condominiums meet building, health and safety codes.

Seasong Condominium Association approved the conversion and amended their documents accordingly. The process then requires the vote of the Select Board to approve removing the seasonal covenant.

A release of the seasonal covenant is required to allow for the year-round use for Unit 6.

FINANCIAL SOURCE (IF APPLICABLE):

IMPACT IF NOT APPROVED: Unit 6 of the Seasong Condominium will not have year-round use of the unit.

SUGGESTED ACTION: *Motion to approve the year-round use and removal of the seasonal covenant for Unit 6 of the Seasong Condominium located at 525 Shore Road.*

ATTACHMENTS:

1. Step 1 application/Step 2 application
2. Provincetown Water Department approval
3. Amended Master Deed
4. Release from Declaration of Covenant

PAID
5103

\$400.00

Agenda Item: 5C1

7 units = \$350 + \$250

Step 1- Pre Application

Condominium Conversion Application

Date: October 2, 2019

Establishment

Name: Seasong Condominium

Property Address: 525 Shore Rd N. Truro MA

Mailing Address: PO Box 951, N. Truro, MA 02652

Designated representatives: JANIS BAKER LORI BYRNE

Telephone: [REDACTED]

Email: [REDACTED]



TOWN OF TRURO

24 Town Hall Road
PO Box 2030
Truro, MA 02666
508-349-7004

Tel (508)-349-7004
Fax (508)-349-5508

HEALTH DEPARTMENT
TOWN OF TRURO

OCT 04 2019

RECEIVED BY: _____

Property Compliance Checklist- preliminary file research

Health

- ☒ Current Title V inspection report Dec 2017
- ☒ 105 CMR 410 – Minimum Standards for Human Habitation – general compliance

Conservation

- ☒ If any required site work is in a resource area or buffer zone make proper filings with Truro Conservation Commission NA
- ☐ If any dwelling units are in a flood hazard zone provide elevation certificates Per RGS - only required if any work or construction being done

Site and Utilities

- ☒ Water - If on town water provide sign-off from Provincetown Water Department regarding suitability of on-site distribution system for year-round use. attached
- ☐ Gas – individually metered units if source is common tank
- ☐ Electric – units are individually metered

Building (based on 780 CMR – 9th edition)

- ☐ Egress, light and ventilation – compliant with R102.6.4
- ☐ Bedroom and basement emergency escape and rescue openings – compliant with R310
- ☐ Energy – compliant with Ch. 11 and 2015 IECC 505 w/ appendix AA (stretch code)
- ☐ Fire protection – compliant with R313 and R314. For multifamily units (3 or more per building) compliance with 2015 IBC, Ch. 9, with MA amendments.

Notes

Unit 6
2 Bedroom

7 Units total (exclude manager unit)
Inspect 6 units

1 meter per
Buildings 1, 2, 3
Buildings 4 + 5 are
Separate

need new meters
for #1 & 2

- ☐ Fire separation assemblies – for single and two unit dwellings compliant with R302 and for multiunit buildings compliant with Ch. 7
- ☐ Laundry connection per 248 CMR 10.10(o), properly connected to septic system
- ☐ Install 1.6 gallons/flush toilets
- ☐ For all gas-fired appliances install code-compliant vents
- ☐ Upgrade wall and above-counter electric outlets
- ☐ For new circuits install arc-fault circuit breakers
- ☐ All kitchen appliances on individual circuits

Step 2 site visit notes:

Lined area for site visit notes.

7

applicant acknowledges and understands content of checklist. The checklist hereby becomes part of the Conversion application

Signature

print name

date

[Handwritten Signature]

10.4.2019

OCT 04 2019

RECEIVED BY:

SAMPLE VOTE [STEP 1]

At a meeting of unit owners of the Sea Song Condominium, the Unit Owners voted to authorize the following individuals to act as representatives of the Condominium, and further, the Unit Owners have agreed to pursue the Step 1 application for the year-round condominium conversion process with the Town of Truro.

The following individual(s) are authorized to act on behalf of the Sea Song Condominium:

JANIS V BAKER
LAURIE BYRNE

Signed this 4th day of October, 2019 [to be signed by all or a majority of trustees]

[Signature]
, Trustee
[Signature]
, Trustee
[Signature]
[Signature]

* UNIT 6 ONLY

PAID
5706
\$100 PER EB


Step 2: Condominium Conversion Application

Date: November 15, 2019
Establishment Name: Sea Song Condominiums
Property Address: 525 Shore Rd N. Truro.
Mailing Address: PO Box 951 N. Truro MA 02652
Designated representatives: JANIS BAKER Lori BYRNE
Telephone: [REDACTED]
Email: [REDACTED]

TOWN OF TRURO

24 Town Hall Rd.
PO Box 2030
Truro, MA 02666

Tel (508) 349-7004
Fax (508) 349-5508



HEALTH DEPARTMENT
TOWN OF TRURO

NOV 15 2019

RECEIVED BY:

Please identify the type of conversion being sought:

- ☐ Existing Cottage Colony/Motel to seasonally restricted use (year-round manager's unit allowed)
- ☐ Existing Cottage Colony/Motel to year-round use (full property or individual units)
- ☒ Existing Condominium to year-round use (full property or individual units)

Current number of: 7 Units 2 Bedrooms

Unit #'s Going Year-Round: #6

Unit #'s Staying Seasonal: #1, 2, 3, 4 + 5

Proposed number of: _____ Units _____ Bedrooms

Applicant Signature

Date 11/15/19

Submit the following documents in support of this application:

☐ Completed Declaration of Covenant (for newly created condominiums -seasonal or year-round use)

☐ Completed Modification/Removal of Covenant (existing condominiums)

☐ Parking plan (newly created condominiums)

approved: [Signature] 12-9-19
Building Commissioner date

☒ Septic Plan (if required by Health Dept.)

approved: [Signature] 12/9/19
Health Agent date

☒ Current Septic System Inspection Report

December 2017
date

year of installation

☒ Property Compliance Checklist from Step 1 – Pre Application

Comments of the Health Agent

Health Agent

Emily Buebe 12/9/19
date

Comments of the Building Commissioner

☒ New CO issued referencing the year-round units versus the seasonally restricted units.

Pending all items mentioned on inspection
Being corrected IE: Smoke detectors/handrail

Building Commissioner

[Signature] 12-9-19
date

The Town of Truro, as represented by its Select Board shall execute the attached Covenant subject to the successful completion of the required actions outline in the Condominium Conversion Process.

This application has been approved by the undersigned:

Select Board

date

SAMPLE VOTE [STEP 2]

The undersigned being all of the Trustees of the Seabury Condominium Trust, under a Declaration of Trust dated _____, and recorded with the Barnstable County Registry of Deeds [in Book ____, Page ____ or Document Number/Certificate of Title], hereby certify that the following vote was unanimously adopted in connection with the modification of the Declaration of Covenant to allow for the year-round occupancy of Units _____.

"The owners of Units 6 agree to be solely responsible for undertaking and completing all required upgrades and improvements to Units 6 and the common areas and to pay all costs associated therewith to convert to year-round occupancy. We further certify that the owners of Units 6, representing 11 % interest in the common areas and facilities, by vote dated _____, approved the Condominium Conversion filings for Units _____."

Attached hereto are copies of the portions of the Master Deed and the Declaration of Trust regarding amendments confirming that the requisite percentage for amendments to those documents is ____%.

[ATTACH TRUSTEE SIGNATURE PAGES]

James T. Byrne
Trustee Sea Long Condominium Association
11/12/19

James V. Baker 11/12/19
Trustee Sea Long Condominium Association

Barry Jay 11/14/19

SAMPLE VOTE [STEP 2]

The undersigned being all of the Trustees of the Seasong Condominium Trust, under a Declaration of Trust dated _____, and recorded with the Barnstable County Registry of Deeds [in Book _____, Page _____ or Document Number/Certificate of Title], hereby certify that the following vote was unanimously adopted in connection with the modification of the Declaration of Covenant to allow for the year-round occupancy of Units _____.

"The owners of Units 6 agree to be solely responsible for undertaking and completing all required upgrades and improvements to Units 6 and the common areas and to pay all costs associated therewith to convert to year-round occupancy. We further certify that the owners of Units 6, representing 100 % interest in the common areas and facilities, by vote dated _____, approved the Condominium Conversion filings for Units _____."

Attached hereto are copies of the portions of the Master Deed and the Declaration of Trust regarding amendments confirming that the requisite percentage for amendments to those documents is ____%.

[ATTACH TRUSTEE SIGNATURE PAGES]

James T. Byrne

Trustee Sea Song Condominium Association
11/12/19

James V. Baker 11/12/19

Trustee Sea Song Condominium Association

Theresa (Mum) Mum

Trustee Sea Song Condominium Association
11/12/19

SAMPLE VOTE [STEP 2]

The undersigned being all of the Trustees of the _____ Condominium Trust, under a Declaration of Trust dated _____, and recorded with the Barnstable County Registry of Deeds [in Book ____, Page ____ or Document Number/Certificate of Title], hereby certify that the following vote was unanimously adopted in connection with the modification of the Declaration of Covenant to allow for the year-round occupancy of Units _____.

"The owners of Units _____ agree to be solely responsible for undertaking and completing all required upgrades and improvements to Units _____ and the common areas and to pay all costs associated therewith to convert to year-round occupancy. We further certify that the owners of Units _____, representing 100 % interest in the common areas and facilities, by vote dated _____, approved the Condominium Conversion filings for Units _____."

Attached hereto are copies of the portions of the Master Deed and the Declaration of Trust regarding amendments confirming that the requisite percentage for amendments to those documents is ____%.

[ATTACH TRUSTEE SIGNATURE PAGES]

James T. Byrne

Trustee Sea Song Condominium Association

11/12/19

James V. Baker

11/12/19

Trustee Sea Song Condominium Association

TOWN OF PROVINCETOWN

Department of Public Works

Buildings & Grounds Division

Engineering Division

Highway Division

Sanitation Division

Transfer Station/Recycling Center

Water & Sewer Division

Richard J. Waldo, P.E., Director
Steven H. Wlodkowski, Deputy Director
Sherry Prada, Operations Director
Cody J. Salisbury, Water Superintendent



Veterans Memorial Community Center

2 Mayflower St., Room 74

Mail: 260 Commercial Street

Provincetown MA 02657

Phone: 508.487.7060

FAX: 508.487.4675

<http://www.provincetown-ma.gov>

rwaldo@provincetown-ma.gov
swlodkowski@provincetown-ma.gov
sprada@provincetown-ma.gov
csalisbury@provincetown-ma.gov

November 27, 2019

Ronald Baker
PO Box 951
North Truro, MA 02652

Re: 525 Shore Road Unit #6 (Truro), Water Service Inspection for Year Round Condo Feasibility

Dear Mr. Baker:

The Town of Provincetown Water Department has performed an inspection of the current water service arrangement at the above-referenced property. The purpose of the inspection was to determine the feasibility of year-round use the condominium unit within the building(s) in accordance with the Town of Truro regulations. **The Water Department technician determined the unit was feasible for year-round occupancy.**

Should you have any further questions please do not hesitate to contact me.
Very truly yours,

Cody J. Salisbury
Water Superintendent

Bk 32525 Pg 240 #61951
12-06-2019 @ 02:27p

**FOURTH AMENDMENT TO MASTER DEED
SEASONG CONDOMINIUM
525 Shore Road, North Truro, MA**

Master Deed dated February 3, 2009, recorded with the Barnstable County Registry of Deeds in Book 23491, Page 230.

Address of Premises: 525 Shore Rd., North Truro, MA 02652

We, the undersigned, being the owners of at least 75% of the undivided interest in the Seasing Condominium, a condominium established pursuant to a Master Deed dated February 3, 2009, recorded with said Deeds in Book 23491, Page 230 and a majority of the trustees of the Sea Song Condominium Trust, pursuant to a declaration of trust dated February 3, 2009, recorded with said Deeds in Book 23491, Page 244, pursuant to the provisions of Section 12 of said Master Deed, hereby amended said Master deed as follows:

By deleting therefrom, the first two paragraphs of the second section (numbered 2) of Section 11 of said Master Deed, entitled "Restrictions on Use of Units" in their entirety.

In all other respects the Master Deed herein before referred to is hereby ratified and confirmed, as amended of record.

{Signatures on Following Pages}

Witness my hand and seal this 4 day of December 2019

Janis Baker
Janis Baker, Trustee as aforesaid

Commonwealth of Massachusetts

Barnstable, ss

December 4 2019

Then personally appeared, before me, the undersigned Notary Public, Janis Baker, who proved to me through satisfactory evidence of identification, which was, to be the person whose name is signed above and acknowledged to me that she signed it voluntarily for the stated purpose, as trustee of the Sea Song Condominium.

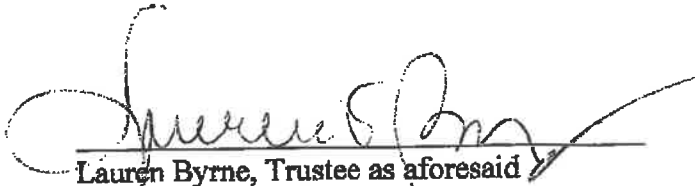
Patricia A Ford
, Notary Public

My commission expires:

October 24, 2025

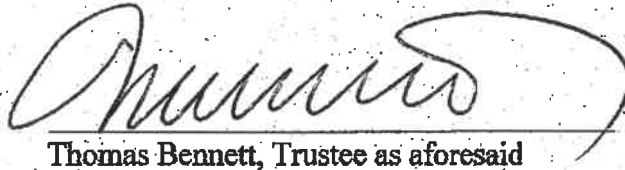


Witness my hand and seal this 4 day of December 2019


Lauren Byrne, Trustee as aforesaid

Trustee
12/4

Witness my hand and seal this 3rd day of December 2019

A handwritten signature in cursive script, appearing to read 'Thomas Bennett', written over a horizontal line.

Thomas Bennett, Trustee as aforesaid

Witness our hands and seals this 5 day of Dec 2019

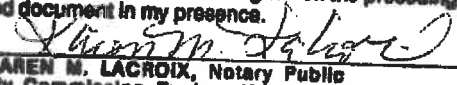

Owners, Unit 1 – 13.5% undivided interest

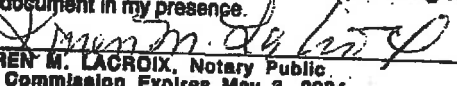



Gary F. Jesz



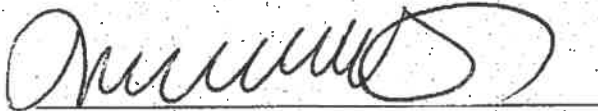
Julia M. Reiss

Commonwealth of Massachusetts
On this 5th day of Dec 2019
GARY F. JESZ
personally appeared before me, and proved to me through
satisfactory evidence of identification, which were MA Driver's Lic
to be the person whose name is signed on the preceding or
attached document in my presence.

 KAREN M. LACROIX, Notary Public
My Commission Expires May 3, 2024

Commonwealth of Massachusetts
On this 5th day of Dec 2019
JULIA M. REISS
personally appeared before me, and proved to me through
satisfactory evidence of identification, which were
to be the person whose name is signed on the preceding or
attached document in my presence.

 KAREN M. LACROIX, Notary Public
My Commission Expires May 3, 2024

Witness my hand and seal this 3rd day of December 2019

Owner, Unit 2 – 13.5% undivided interest

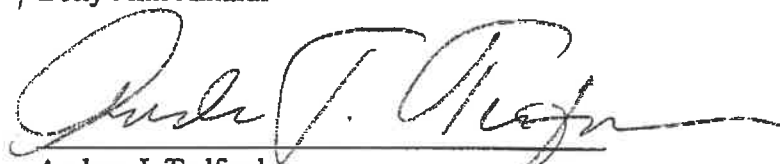
A handwritten signature in dark ink, appearing to read 'Thomas Bennett', written over a horizontal line.

Thomas Bennett

Witness our hands and seals this 4th day of December 2019

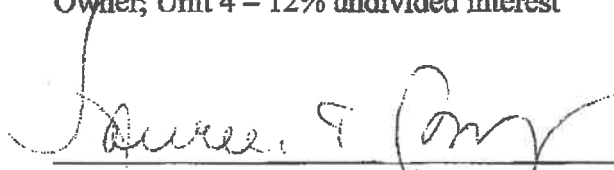
Owners, Unit 3 – 12% undivided interest


Betty Ann Amaral


Andrea J. Tedford

Witness my hand and seal this 4 day of December 2019

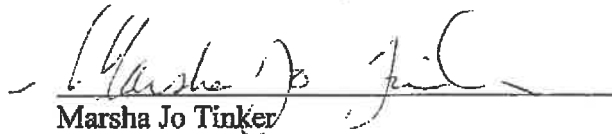
Owner, Unit 4 – 12% undivided interest

A handwritten signature in cursive script, appearing to read "Lauren Byrne", written over a horizontal line.

Lauren Byrne, Trustee of the BCB Family Trust

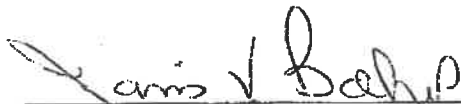
Witness my hand and seal this 2nd day of December 2019

Owner, Unit 5 – 12% undivided interest

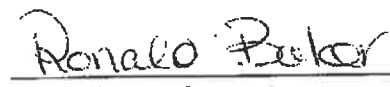

Marsha Jo Tinker

Witness our hands and seals this 4th day of December 2019

Owners, Unit 6 – 14% undivided interest



Janis V. Baker



Ronald A. Baker

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 17th day of December, 2019, by and between the **Seasong Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed recorded with the Barnstable Registry of Deeds in Book 23491, Page 230, as may be amended, and a Declaration of Trust recorded with said Registry of Deeds in Book 23491, Page 244, as may be amended, having an address of 525 Shore Road, North Truro, Massachusetts 02652, and the **Town of Truro**, acting by and through its Select Board, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenants"), dated October 27, 2008, recorded with the Barnstable Registry of Deeds in Book 23294, Page 208;

WHEREAS, pursuant to the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Select Board; and

WHEREAS, the Town and the **Seasong Condominium** desire to terminate the Seasonal Restriction as to the Condominium.

NOW, THEREFORE, the Town and the **Seasong Condominium**, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds in Book 23294, Page 208 is hereby released and terminated as to said Condominium.
2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Page Follows]

Executed as of the date and year above written.

Seasong Condominium

By: _____, Trustee

Seasong Condominium

By: _____, Trustee

TOWN OF TRURO,

By Its Select Board

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of December, 2019, before me, the undersigned notary public, personally appeared _____, member of the Select Board, proved to me through satisfactory evidence of identification, which was _____ 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 on behalf of the Town of Truro.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, Trustee, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of the Seasong Condominium.

Notary Public

My Commission Expires:



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Health Department

REQUESTOR: Emily Beebe, Health and Conservation Agent

REQUESTED MEETING DATE: December 17, 2019

ITEM: Big Fisherman Condominium, Year-Round Conversion

EXPLANATION: Big Fisherman Condominium located at 148 Shore Road, is requesting conversion from seasonal to year-round use per [§40.3 Conversion of Cottage or Cabin Colony, Motor Court, Motel or Hotel](#). The amended Zoning By-Law allows existing condominiums to convert to year-round use if the condominiums meet building, health and safety codes. Big Fisherman Condominium Association approved the conversion and amended their documents accordingly. The process requires the vote of the Select Board to approve removing the seasonal covenant. A release of the seasonal covenant is required to allow for the year-round use of the units.

FINANCIAL SOURCE (IF APPLICABLE):

IMPACT IF NOT APPROVED: Big Fisherman Condominium will not have year-round use of the units.

SUGGESTED ACTION: *Motion to approve the year-round use and removal of the seasonal covenant for Big Fisherman Condominium located at 148 Shore Road.*

ATTACHMENTS:

1. Step 1 application/Step 2 application
2. Provincetown Water Department approval
3. Amended Master Deed

(Note: Attorney Lester J. Murphy will be recording the amendment simultaneously with the Release of Declaration of Covenant.)

4. Release of Declaration of Covenant

\$PAID
#1002

HEALTH DEPARTMENT
TOWN OF TRURO

Agenda Item: 5D1

250 + (super)

JAN 18 2019

Step 1- Pre Application

Condominium Conversion Application

RECEIVED BY:



TOWN OF TRURO

24 Town Hall Road
PO Box 2030
Truro, MA 02666
508-349-7004

Tel (508)-349-7004
Fax (508)-349-5508

Date:

Establishment

Name:

Property Address:

Mailing Address:

Designated

representatives:

Telephone:

Email:

1/18/19
The Big Fisherman Condominium
148 Shore Road Trust
P.O. Box 685, N. Truro, MA

Jan Garver-Flanders and Steven McAlister
(back-up: [redacted])

Property Compliance Checklist- preliminary file research

Health

- ☒ Current Title V inspection report
- ☒ 105 CMR 410 – Minimum Standards for Human Habitation – general compliance

Conservation

- ☐ If any required site work is in a resource area or buffer zone make proper filings with Truro Conservation Commission N/A
- ☐ If any dwelling units are in a flood hazard zone provide elevation certificates N/A

Site and Utilities

- ☐ Water - If on town water provide sign-off from Provincetown Water Department regarding suitability of on-site distribution system for year-round use.
- ☐ Gas – individually metered units if source is common tank
- ☐ Electric – units are individually metered

Building (based on 780 CMR – 9th edition)

- ☐ Egress, light and ventilation – compliant with R102.6.4
- ☐ Bedroom and basement emergency escape and rescue openings – compliant with R310
- ☐ Energy – compliant with Ch. 11 and 2015 IECC 505 w/ appendix AA (stretch code)
- ☐ Fire protection – compliant with R313 and R314. For multifamily units (3 or more per building) compliance with 2015 IBC, Ch. 9, with MA amendments.

Notes

- Changing manager to Jan Garver-Flanders
- Next Team inspection
- 100 % Participation in Conservation 5 UNITS
- originally Motel that Perry's ran from Truro
- Septic inspection from Jan 18, 2017
8 Bedrooms > Pumped ___?
in 5 units
- Unit 1 = 1 BR
Unit 2, 3, 4, = 2 BR each
Unit 5
- Condo done in 2007 + plans not in agreement of what is on the ground
- work in 2014 in Unit 5 to add a kitchen under a BP + Deck
- Last team insp 2013

- ☐ Fire separation assemblies – for single and two unit dwellings compliant with R302 and for multiunit buildings compliant with Ch. 7
- ☐ Laundry connection per 248 CMR 10.10(o), properly connected to septic system
- ☐ Install 1.6 gallons/flush toilets
- ☐ For all gas-fired appliances install code-compliant vents
- ☐ Upgrade wall and above-counter electric outlets
- ☐ For new circuits install arc-fault circuit breakers
- ☐ All kitchen appliances on individual circuits

Step 2 site visit notes:

oil heating system *

Applicant acknowledges and understands content of checklist. The checklist hereby becomes part of the Conversion Application

Jan Garver-Flanders

Signature

JAN GARVER-FLANDERS

print name

1/18/19

date

PAID \$1500

BUILDING DEPARTMENT
TOWN OF TRURO

Step 2: Condominium Conversion Application

Date:

Establishment Name: The Big Fisherman Condo Association

Property Address: 148 Shore Road

Mailing Address: P.O. Box T College Park, MD

Designated representatives: Steve McAlister

Telephone:

Email:



AUG 30 2019
TOWN OF TRURO
RECEIVED BY:

24 Town Hall Rd.
PO Box 2030
Truro, MA 02666

Tel (508) 349-7004
Fax (508) 349-5508

Please identify the type of conversion being sought:

- ☐ Existing Cottage Colony/Motel to seasonally restricted use (year-round manager's unit allowed)
- ☐ Existing Cottage Colony/Motel to year-round use (full property or individual units)
- ☒ Existing Condominium to year-round use (full property or individual units)

Current number of: 5 Units 8 Bedrooms

Unit #'s Going Year-Round: All units

Unit #'s Staying Seasonal: _____

Proposed number of: _____ Units _____ Bedrooms

Steve McAlister
Applicant Signature

8/26/19
Date

Submit the following documents in support of this application:

- ☐ Completed Declaration of Covenant (for newly created condominiums –seasonal or year-round use)
- ☐ Completed Modification/Removal of Covenant (existing condominiums)
- ☐ Parking plan (newly created condominiums)

approved: _____

Building Commissioner

date

12-9-19

- ☐ Septic Plan (if required by Health Dept.)

approved: _____

Health Agent

date

12/9/19

☒ Current Septic System Inspection Report

Jan 18
2017

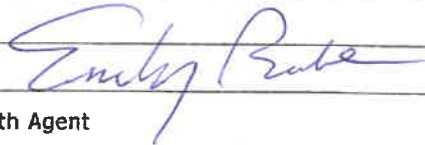
date

year of installation

☐ Property Compliance Checklist from Step 1 – Pre Application

Comments of the Health Agent

all issues satisfactorily addressed.



Health Agent

date

Comments of the Building Commissioner

☒ New CO issued referencing the year-round units versus the seasonally restricted units.

no comment



Building Commissioner

12-9-19

date

The Town of Truro, as represented by its Select Board shall execute the attached Covenant subject to the successful completion of the required actions outline in the Condominium Conversion Process.

This application has been approved by the undersigned:

Select Board

date

January 4, 2018

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

Dear Town of Truro Administrators,

We, the undersigned, are owners of the five condominiums comprising the Big Fisherman Condominium Association, located at:

148 Shore Road
North Truro, MA 02652

We have unanimously (five out of five owners, or 100%) voted in favor of participating in the newly-available process for applying to the Town of Truro, MA to seek approval for conversion of our Association to year-round occupancy.

Further, we are unanimous in our decision to assign two designees from our Association to serve as our representatives, authorized to sign and submit the application, and to serve as the Association's primary contacts with the Town of Truro through the duration of this process.

The designees serving as our points of contact with you will be:

- Jan Garver-Flanders, Association Manager
- Steven McAlister, Association Treasurer

Ms. Garver-Flanders resides at 148 Shore Road, #5 and can be reached at () or via email: (). Mr. McAlister resides at 35 E. Springfield Street, Apt. D in Boston and can be reached at: () (mobile) or by email: ().

We look forward to working with the Town of Truro through the conversion process and express appreciation to you for your forthcoming efforts on behalf of our Association.

Sincerely,



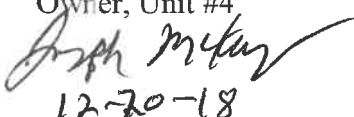
Jami Chrzanowski
Owner, Unit #1

Steven McAlister
Owner, Unit #2

Donna Wright
Owner, Unit #3

Joseph McKay
Owner, Unit #4

Jan Garver-Flanders
Owner, Unit #5



12-20-18



January 4, 2018

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

Dear Town of Truro Administrators,

We, the undersigned, are owners of the five condominiums comprising the Big Fisherman Condominium Association, located at:

148 Shore Road
North Truro, MA 02652

We have unanimously (five out of five owners, or 100%) voted in favor of participating in the newly-available process for applying to the Town of Truro, MA to seek approval for conversion of our Association to year-round occupancy.

Further, we are unanimous in our decision to assign two designees from our Association to serve as our representatives, authorized to sign and submit the application, and to serve as the Association's primary contacts with the Town of Truro through the duration of this process.

The designees serving as our points of contact with you will be:

- Jan Garver-Flanders, Association Manager
- Steven McAlister, Association Treasurer

Ms. Garver-Flanders resides at 148 Shore Road, #5 and can be reached at [REDACTED] or via email: [REDACTED]. Mr. McAlister resides at 35 E. Springfield Street, Apt. D in Boston and can be reached at: [REDACTED] (mobile) or by email: [REDACTED].

We look forward to working with the Town of Truro through the conversion process and express appreciation to you for your forthcoming efforts on behalf of our Association.


Sincerely,

Jami Chrzanowski
Owner, Unit #1

Steven McAlister
Owner, Unit #2


Donna Wright
Owner, Unit #3

Joseph McKay
Owner, Unit #4


Jan Garver-Flanders
Owner, Unit #5

TOWN OF PROVINCETOWN

Department of Public Works

Buildings & Grounds Division

Engineering Division

Highway Division

Sanitation Division

Transfer Station/Recycling Center

Water & Sewer Division

Richard J. Waldo, P.E., Director
Steven H. Wlodkowski, Deputy Director
Sherry Prada, Operations Director
Cody J. Salisbury, Water Superintendent



Veterans Memorial Community Center

2 Mayflower St., Room 74

Mail: 260 Commercial Street

Provincetown MA 02657

Phone: 508.487.7060

FAX: 508.487.4675

<http://www.provincetown-ma.gov>

rwaldo@provincetown-ma.gov
swlodkowski@provincetown-ma.gov
sprada@provincetown-ma.gov
csalisbury@provincetown-ma.gov

December 4, 2019

Big Fisherman Condominium
PO Box 685
North Truro, MA 02652

Re: 148 Shore Road (Truro) "Big Fisherman Condos", Water Service Inspection for Year Round Condo Feasibility

Dear Sir or Madam:

The Town of Provincetown Water Department has performed an inspection of the current water service arrangement at the above-referenced property. The purpose of the inspection was to determine the feasibility of year-round use the condominium unit within the building(s) in accordance with the Town of Truro regulations. **The Water Department technician determined the unit was suitable for year-round occupancy.**

Should you have any further questions please do not hesitate to contact me.
Very truly yours,

Cody J. Salisbury
Water Superintendent

HEALTH DEPARTMENT
TOWN OF TRURO

DEC 05 2019

RECEIVED BY:

**FIRST AMENDMENT TO THE MASTER DEED
OF
THE BIG FISHERMAN CONDOMINIUM**

REFERENCE is made to the Master Deed dated January 30, 2008, recorded with the Barnstable County Registry of Deeds in Book 22651, Page 96, wherein Dawn M. Perry and Donald A. Perry as Declarants created The Big Fisherman Condominium.

The undersigned constitute the Unit Owners in the Condominium entitled to more than seventy-five (75%) percent of the undivided interest in the common areas and facilities of the condominium as well as all of the Trustees of The Big Fisherman Condominium Trust, u/d/t dated January 30, 2008, recorded with said Registry in Book 22651, Page 119, and pursuant to Section 12 of the Master Deed hereby amend said Master Deed in the following manner:

1. Section 10 of the Master Deed Purposes is hereby amended by deleting the same in its entirety and inserting in its place the following:

“10. Purposes

The Buildings and each of the five (5) Units in the Condominium are intended for any residential use as allowed by this Master Deed, the Condominium Trust, the By-laws, the Condominium Declaration of Covenant, as amended by the Partial Release From Declaration of Covenant recorded herewith and Special Permit referred to om Section 11 as well as applicable laws.”

2. Section 11 of the Master Deed Restrictions on Use of Units, is amended by deleting the same in its entirety and substituting in its place the following:

“a. All of the Units shall be used solely for residential purposes as a one-family type or single household Unit and may be occupied seasonally or on a year-round basis, said use and licensing to be in conformity with the provisions of the Condominium Declaration of Covenant dated July 13, 2007, recorded with the Barnstable County Registry of Deeds in Book 22254, Page 235, as amended by the Release from Declaration of Covenant dated December 17, 2019, and recorded with said Registry in Book , Page , the Notice of Special Permit issued by the Truro Zoning Board of Appeals recorded with said Registry in Book 22445, Page 272, as well as Subsection d. as hereinafter set forth.”

3 Except as modified by this First Amendment, all of the terms and provisions of the Master Deed are hereby ratified and confirmed.


The undersigned hereby certify as follows:

- a. This instrument will be recorded within six (6) months of the date first signed by a Unit Owner;
- b. This instrument does not alter the dimensions of any Unit;
- c. This instrument does not alter the percentage of any Unit in the common areas and facilities;
- d. This instrument does not affect any Unit upon which there is a first mortgage or second mortgage held by the Declarant; and
- e. This instrument does not alter the Master Deed in any manner which would render it contrary to or inconsistent with MGL Chapter 183A.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO IMMEDIATELY FOLLOW

In Witness Whereof, the undersigned have placed their hands and seals this 21st day of November, 2019.

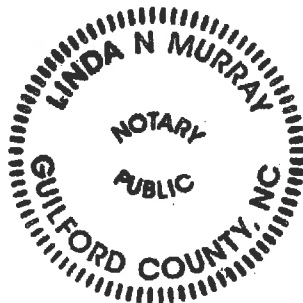

JAMI B. CHRZANOWSKI,
Owner of Unit 1

State/Commonwealth of NC
County of Guilford

On this 21st day of November, 2019, before me, the undersigned notary public, personally appeared Jami B. Chrzanowski, proved to me through satisfactory evidence of identification, which was Driver's Lic, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief, and acknowledged to me that she signed it as her free act and deed.


Notary Public,

My commission expires:
3/3/23



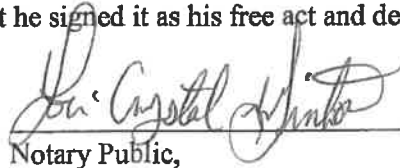
In Witness Whereof, the undersigned have placed their hands and seals this 26th day of November, 2019.



STEVEN McALISTER, Trustee and Owner of Unit 2

State/Commonwealth of Maryland
County of Prince George's

On this 21st day of November, 2019, before me, the undersigned notary public, personally appeared **Steven McAlister, as Trustee and Individually**, proved to me through satisfactory evidence of identification, which was State Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it as his free act and deed.

 11/26/2019
Notary Public,

My commission expires: 8/25/2020

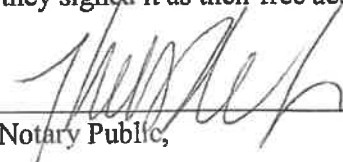
In Witness Whereof, the undersigned have placed their hands and seals this 20th day of November, 2019.

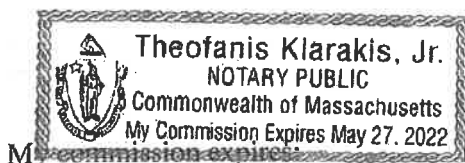

GEORGE E. WRIGHT, Owner of Unit 3


DONNA F. WRIGHT, Owner of Unit 3

State/Commonwealth of MA
County of Worcester


On this 20th day of November, 2019, before me, the undersigned notary public, personally appeared **George E. Wright and Donna F. Wright**, proved to me through satisfactory evidence of identification, which was MA ID & MA DL, to be the persons whose names are signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it as their free act and deed.


Notary Public,



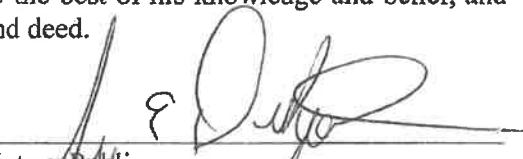
In Witness Whereof, the undersigned have placed their hands and seals this 26th day of November, 2019.


STEVEN G. TRAVIS, Owner of Unit 4


JOSEPH J. MCKAY, Owner of Unit 4

State/Commonwealth of Connecticut
County of Litchfield

On this 26th day of November, 2019, before me, the undersigned notary public, personally appeared Steven G. Travis, proved to me through satisfactory evidence of identification, which was license, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it as his free act and deed.



Notary Public,
Amy E. DiIppio

My commission expires:

Commission expires 3/21/23

State/Commonwealth of Conn.
County of Litchfield

On this 21 day of November, 2019, before me, the undersigned notary public, personally appeared Joseph J. McKay, proved to me through satisfactory evidence of identification, which was CT Driver's License & CT Pistol License, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it as his free act and deed.


Notary Public.

My commission expires: 11/30/2021

In Witness Whereof, the undersigned have placed their hands and seals this 22nd day of November, 2019.

Jan Garver-Flanders
JAN GARVER-FLANDERS, Trustee and
Owner of Unit 5

State/Commonwealth of MA
County of Barnstable

On this 22nd day of November, 2019, before me, the undersigned notary public, personally appeared **Jan Garver-Flanders, as Trustee and Individually**, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief, and acknowledged to me that she signed it as her free act and deed.



DENITSA RUSSE
Notary Public
Commonwealth of Massachusetts
My Commission Expires Nov. 05, 2021

Denitsa Russe
Notary Public,

My commission expires: 11/5/2021

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 17th day of December, 2019, by and between the **Big Fisherman Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed recorded with the Barnstable Registry of Deeds in Book 22651, Page 96, as may be amended, and a Declaration of Trust recorded with said Registry of Deeds in Book 22651, Page 119, as may be amended, having an address of 148 Shore Road, North Truro, Massachusetts 02652, and the **Town of Truro**, acting by and through its Select Board, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenants"), dated July 13, 2007, recorded with the Barnstable Registry of Deeds in Book 22254, Page 235;

WHEREAS, pursuant to the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Select Board; and

WHEREAS, the Town and the **Big Fisherman Condominium** desire to terminate the Seasonal Restriction as to the Condominium.

NOW, THEREFORE, the Town and the **Big Fisherman Condominium**, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds in Book 22254, Page 235 is hereby released and terminated as to said Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Page Follows]

Executed as of the date and year above written.

Big Fisherman Condominium
By: Jan Garver-Flanders

Big Fisherman Condominium
By: Steven McAlister

TOWN OF TRURO,
By Its Select Board

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of December, 2019, before me, the undersigned notary public, personally appeared _____, member of the Select Board, proved to me through satisfactory evidence of identification, which was _____ 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 on behalf of the Town of Truro.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Jan Garver-Flanders, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Big Fisherman Condominium.

Notary Public

My Commission Expires:

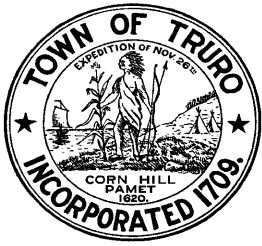
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Steven McAlister, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Big Fisherman Condominium.

Notary Public

My Commission Expires:



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: December 17, 2019

ITEM: Discussion and possible approval of Revised Walsh Property Committee and Process

EXPLANATION: At the Board's November 19, 2019 meeting, Stacie Smith of the Consensus Building Institute reviewed a draft proposal for the community process and committee formation for the Walsh Property plan. The proposal was based on the discussion at a September 10, 2019 Select Board Work Session and from feedback received from a public survey. The attached document includes revisions based on the discussion at your November 19th meeting. The next step is to approve the document. Also attached is a draft application to serve on the planning committee for your review and approval.

SUGGESTED ACTION: *MOTION TO adopt the plan for the Walsh Property Community Process and to approve the application to serve on the Walsh Property Plan Committee.*

ATTACHMENTS:

1. CBI Revised Design Process
2. Draft Application to Serve

Community Process for the Walsh Property Plan Final Draft Process Design

Overview

At its Annual Town Meeting in April 2019, and ratified by ballot in May 2019, the people of Truro authorized the purchase of the Walsh property for the Town of Truro, to be used for general municipal purposes. The article further authorized and directed the Board of Selectmen to create a committee, to include citizen representatives from diverse sectors of the community, to lead a community wide process, beginning in June 2019, to engage a wide range of Truro residents in developing plans for the use of the property to be presented at a future town meeting for approval.

On June 27, 2019, the Town hosted a public forum to kick-off this community process. The Consensus Building Institute (CBI) was asked to help design, facilitate, and document the forum. The forum was designed to elicit initial public interests and concerns about the use of the Walsh property, and begin to explore process needs, opportunities, and suggestions to guide the creation of a committee to engage the community in developing a master plan for the future use of the property. At the suggestion of forum participants, the planning team created a survey to solicit input on those questions from additional community members to the questions posed to participants at the forum. The Town Manager publicized the survey and made it available online and in hard copy to the public between July 12 and August 15, and the responses from the forum and the survey were synthesized into a summary that was then released to the public.

As a next step, CBI was asked to build on that community input to recommend an approach for the committee and community wide process. The following is a draft of a recommended approach, to be refined based on further input from the community and the Board of Selectmen.

Walsh Property Community Planning Committee (WCPC) Purpose and Task

The purpose of the Walsh Property Community Planning Committee (WCPC) is to guide the development of plans for the use of the Walsh property. The WCPC's mandate is:

- a) to embody, engage and include the full range of perspectives (interests and concerns, as well as geographic and demographic groups) of the town of Truro.
- b) to undertake, analyze and synthesize public input and widespread outreach to maximize involvement, understanding and support for the resulting plan and its implementation.
- c) drawing on active public input and engagement, to develop broad criteria for success, develop and evaluate a range of options and approaches, and ultimately seek consensus for plans based on these criteria for the use of the property to be presented to town meeting.

Community Members and Alternates:

- a) The role of Community Members is to actively participate in all discussions and deliberations on all topics, and to participate in making consensus recommendations to go to Town Meeting, the Select Board, and other decision-making entities. Meetings will be structured to provide first priority for community member input in discussions.
- b) Members will include ***8-12 representatives, plus alternates, of community constituencies from the town of Truro***, who collectively represent the balanced and broad range of perspectives, preferences and demographics of Truro. These will include the following categories and demographics:
 - part-time/summer/seasonal residents
 - year-round residents
 - tradespeople
 - youth / students
 - young families
 - senior residents
 - local business owners
 - cultural and arts institutions
 - abutters (including the school)
 - people concerned about housing/affordable housing opportunities
 - people concerned about conservation and open space needs
 - people concerned about the environment, habitat, and ecosystems
 - people concerned about recreation opportunities
- c) Members may be from existing Truro Boards and Committees, as long as those boards and committees do not have official authority over components of the plan. Examples of local committees that might be relevant include:
 - Open Space Committee
 - Council on Aging
 - Recreation Commission
 - Finance Committee
 - Climate Action Committee
 - Bike and Walkways Committee
 - Local Comprehensive Plan Committee
 - Truro School Committee
 - Water Resources Oversight Committee
- d) Although they are selected to help represent a set of perspectives and demographics, members will serve as individuals, rather than as official liaisons to any particular group. One individual might represent multiple categories. Collectively, they should also represent

a mix of experience, substantive knowledge, areas of expertise, and geographic and demographic diversity within the town.

- e) All members will be expected to possess interest in the topics under consideration, as well as to demonstrate commitment to working collaboratively and productively on behalf of the WCPC's objectives. All individuals interested in serving on the WCPC should demonstrate how they meet the following criteria:
 - Credibility and capacity to represent the demographics and/or articulate the perspectives they seek to represent
 - Willingness and capacity to engage in respectful and constructive dialogue with other participants, maintain an open mind, and seek creative options that respond to the interests of other participants as well as their own interests
 - Contribution to the diversity of experience, knowledge, expertise, geography, and demographics
 - Willingness and interest in attending all meetings, thoughtfully listening to public and constituent perspectives, and participating actively in discussions.
- f) Interested individuals will be asked to apply to participate in the WCPC, and to specify which (one or more) of the above categories they can help to represent, using an adapted version of the town's standard Application to Serve form. This may include sharing their current wishes and vision for the site, in order to ensure that the range of perspectives is included. Applicants will be screened by CBI, serving as the neutral facilitation team, based on the criteria above. Interviews may be requested. CBI will offer recommendations to the Select Board, who will then appoint members.
- g) Additional members within each of these categories may be appointed as alternates in the same way. In the absence of a primary member, an alternate who shares similar attributes or perspectives may serve as a stand-in for that member and assume all the rights and responsibilities of the absent member. Alternates will be expected to keep up to date on all deliberations and fill in without disruption.
- h) The WCPC will be an official Town body, and all members will be subject to state and town regulations governing such town bodies, including freedom from conflicts of interest and adherence to open meeting law.

Liaisons:

- a) A second category of participants in the WCPC are ***liaisons*** from chartered town commissions and boards with official regulatory or decision-making roles. The role of liaisons is to actively participate in discussions and deliberations on topics that are relevant to their expertise, interests, and responsibilities. Liaisons are also charged with bringing ideas and concerns of their committee or board to WCPC discussions and information their fellow committee/board members about WCPC deliberations. However, participation of liaisons should not undermine their ability to perform their regulatory responsibilities, and

should not outweigh deliberation among members. Further, liaisons will not be asked to weigh in on agreement-seeking consensus recommendations.

- b) The following entities may be invited to appoint a liaison.
 - Select Board
 - Historical Commission
 - Planning Board
 - Conservation Committee
 - Board of Health
- c) Additional entities may be invited to share their perspectives or knowledge, either at meetings or through engagement between meetings, at the determination of the WCPC. For example, since the Walsh property is adjacent to the school, the WCPC should ensure that input & feedback from teachers, administrators & students be sought out throughout the process.

Technical and Expert Advisors:

- a) Town of Truro staff and departments will serve as technical advisors to the WCPC, as needed and requested by the participants. These may include the Town Manager's office, Planning, Public Works, Health, Conservation, Public Safety, and others. Technical advisors will help members and the public understand 1) the existing site conditions, including topography, environmental conditions, zoning, and structural engineering 2) the planning, legal, regulatory, financial, economic, and natural resource implications of options being explored for use of the property, and 3) any other information needs requested by the WCPC within the expertise of town staff.
- b) To the extent the WCPC determines a need for information outside of the available or acceptable expertise of town staff, they can request it. If funding for such advice is needed, the WCPC can request support from the Select Board to enlist additional expertise.

Decision Making

- a) The WCPC, to the extent possible, will ***operate by consensus***, which is defined as unanimous concurrence of the primary members, or in the absence of a primary, his or her alternate. Members may also "abstain," or stand aside. Abstaining means not offering consent or endorsement, but also not blocking an agreement. Abstaining members will not be counted in determining if consensus has been reached.
- b) If a member disagrees with a proposal, he or she must make every effort to ***offer an alternative satisfactory to all members***. Members should not block or withhold consensus unless they have serious objections to the proposal and can articulate the reasons for those objections. Consent means that members can accept, even if reluctantly, the

package that emerges. The goal of the WCPC is to reach consensus, recognizing that not all members will be equally satisfied with the outcome.

- c) If there are issues or topics where consensus cannot be reached, the final plan will include the majority view, with clear identification of areas where there was no consensus, explain the members' differences clearly, accurately, and fairly, and include alternative approaches suggested by dissenting members.
- d) Liaisons will participate actively in the deliberations, explain and advocate based on their knowledge and expertise, seek creative solutions, participate in drafting alternatives and other written documents, as needed, and provide background information. However, they will not take part in the final consensus on recommendations.

WCPC Meetings

- a) All WCPC meetings will be conducted in accordance with Massachusetts Open Meeting Law, and WCPC members will be invited to participate in training on Open Meeting Law requirements. They will be open to the public and posted in advance according to Town procedures. Discussion at the meetings will be conducted primarily by members of the WCPC. There will be a public comment period at least once during each meeting. Time allowed for public comment will be limited to ensure that other meeting topics can be covered.
- b) In order to achieve its objectives in the allotted time, the facilitators and WCPC members may communicate between meetings to follow up and update on action items, use internet polling, email, and other technology to collect and disseminate information and input, and otherwise move the process forward, within the constraints of Open Meeting Law. In order to conform to Open Meeting Law, no deliberation, decisions, or agreements will be made outside of WCPC meetings.
- c) Materials relevant to the meeting agenda will be provided in compliance with Open Meeting Law, which requires notice of meetings at least 48 hours in advance, containing the date, time, and location of the meeting and listing all topics that the chair reasonably anticipates will be discussed. Meeting minutes of WCPC meetings will be prepared by the facilitators in compliance with Open Meeting Law and Public Records Law requirements, including:
 - the date, time and place of the meeting;
 - the members present or absent;
 - the decisions made and actions taken, including a record of all votes;
 - a summary of the discussions on each subject;
 - a list of all documents and exhibits used at the meeting; and
 - the name of any member who participated in the meeting remotely.

After review and approval by the members, meeting minutes will be corrected and made available to the public. The minutes will identify key points of discussion, action items, points of tentative agreement and next steps, and will generally be written without attribution.

- d) In order to develop shared understanding and experience of the Walsh property, members will participate in tours and field trips to all parts of the site, as needed, throughout the process.

Public Outreach and Engagement:

- a) A core task of the WCPC will be to outreach to, engage, and synthesize public perspectives and viewpoints on all aspects of the plan. Accordingly, the WCPC will convene a series of public meetings and engagement opportunities throughout its process. This might include leading public tours of the Walsh property, convening public forums to elicit ideas, share information, and evaluate options, and presentations or targeted outreach to particular groups or community events to ensure the full range of community members are invited and empowered to participate in the process. The initial work plan offers suggestions for sequencing these activities within WCPC deliberations – this plan will be refined by the WCPC throughout the process.
- b) The town will engage in outreach to the community to inform them about the Community Process, including investing in significant outreach to highlight the opportunity to apply to serve on the WCPC, as well as opportunities to participate in public meetings throughout the process. Outreach strategies should include email blasts, social media postings, postcards to town households, among other tools – WCPC members will help expand and refine the public engagement and outreach strategy throughout the process.
- c) To the extent possible, WCPC meetings will be filmed and televised by Government TV and footage will be made available to the public subsequent to each meeting. Live streaming options will be considered.
- d) The town will post all meeting materials on a designated webpage, to allow clear and easy citizen access. Agendas will be posted in advance, meeting materials as soon as possible, and summaries once they are approved. Interested residents can also opt into an email listserve to receive materials directly via email. Updates will also be provided at Select Board meetings.

Safeguards and Ground Rules for Participation

- a) Participants will commit to the principles of decency, civility, and tolerance. Each person will be respectful, and refrain from making personal attacks, name calling, distributing

personal or inaccurate information about other participants, and other such negative behaviors.

- b) Participants will not attribute statements to others involved, seek to present or represent the views or position of other members or alternates, nor attempt to speak on behalf of the group as a whole in or to the media. “Media” for these purposes includes the press, television, radio, websites, blogs, social media applications or sites, and any other public information distribution mechanism. WCPC members will abide by these ground rules in all communications during the process in and out of WCPC meetings.
- c) Members on the WCPC also agree to the following.
 - Speak to the interests and concerns they are helping to represent as accurately and thoroughly as possible, and work to ensure that any recommendations developed by the group meet the needs of the town as a whole.
 - Arrive at the meetings prepared to discuss the issues on the agenda, having reviewed the documents distributed in advance.
 - Be constructive and maintain an open mind. Strive throughout the process to bridge gaps in understanding, to seek resolution of differences, and to pursue the goal of achieving consensus on the content of the potential alternatives under discussion.
 - Only one person will speak at a time and no one will interrupt when another person is speaking.
 - Each person will make every effort to stay on track with the agenda and avoid grandstanding and digressions.
 - Make a good faith effort to participate in all scheduled meetings or activities.

Facilitation:

- a) The Town of Truro should enlist support from a neutral, external facilitation team. Facilitators should be responsible for helping to ensure that the process runs smoothly, developing draft meeting agendas, preparing and distributing draft and final summaries, generating draft agreements, and helping the parties resolve their differences and achieve consensus, to the extent possible, on the issues to be addressed by the WCPC. They may use any number of techniques to help ensure that everyone has the opportunity to speak, that comments are kept to a reasonable length of time, and that subjects under discussion

are provided sufficient time and focus for progress. The facilitator should be responsible for implementing the agenda and keeping participants on track.

- b) The facilitators should have no stake in the outcomes of the process. Neutral facilitators have no decision-making authority and cannot impose any solution, settlement, or agreement among any or all of the parties. They should abide by the Ethical Standards of the Association of Conflict Resolution. In part, these standards require that: “The neutral must maintain impartiality toward all parties. Impartiality means freedom from favoritism or bias either by word or by action and a commitment to serve all parties as opposed to a single party.”
- c) For purposes of complying with Open Meeting Law, the WCPC may designate one or more Chairs.
- d) The facilitators will be available to consult confidentially with participants during or between meetings. Facilitators, if asked, are required to hold confidences even if that means withholding information that the facilitators would prefer to be made available to the full group.

Initial Draft Workplan:

- a) The WCPC will aim to meet monthly (or bi-monthly) at dates and times to be determined by the group, as well as at other dates and times as needed. Public meetings or tours may require more time or may take place during the day.
- b) Workshops, public forums, and informational meetings to broader constituencies will also be scheduled in coordination with WCPC members.
- c) Actual dates and schedule will be determined and revised by the WCPC. For illustrative purposes, a potential schedule might look as follows:

WCPC Meeting One: Convening

- Meet group members, the project team, and liaisons
- Initiate and refine WCPC process and operating protocols
- Present overview of existing site information
- Identify initial outcome goals and success criteria
- Identify additional information data needs

WCPC Site Visit: Group Tour

- Group tour to view and understand Walsh property

WCPC Meetings Two (or more as needed)

- Debrief Site Visit
- Prepare agenda and methodology for a Public Visioning workshop
- Review additional data collected, discuss impacts

Public Visioning Workshop

- WCPC/Public tour(s) of site pre-meeting
- Present existing site information
- Elicit range of public interests and priorities for the site
- Refine the set of success criteria for evaluating options and alternatives for planning for the site

WCPC Meetings Three-Six (or more as needed)

- Review/synthesize information gathered from visioning session
- Review additional data collected, discuss impacts
- Brainstorm, Explore, and Evaluate range of options for site plan
- Develop a set of option packages for the site

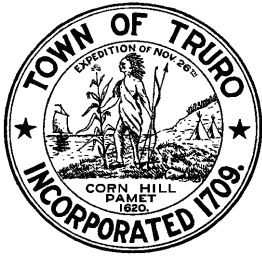
Public Evaluation Workshop

- WCPC/Public tour(s) of site pre-meeting
- Present additional data
- Public evaluation and refining of options packages

WCPC meeting Seven (more as needed)

- Refine outcomes from Public Evaluation
- Identify and refine top package(s)

Refine as needed



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON THE WALSH PROPERTY COMMUNITY PLANNING COMMITTEE (WCPC)

NAME: _____ HOME TELEPHONE: _____

ADDRESS: _____ WORK PHONE: _____

MAILING ADDRESS: _____ E-MAIL: _____

FAX: _____

Which of the following demographics and perspective categories do you fit (can select one or more demographic characteristics, but no more than one primary interest/perspective):

- ☐ part-time/summer/seasonal resident
- ☐ year-round resident
- ☐ tradesperson
- ☐ youth / student
- ☐ young family
- ☐ senior resident
- ☐ local business owner
- ☐ cultural or arts institution
- ☐ abutter
- ☐ *primarily* concerned about housing/affordable housing opportunities
- ☐ *primarily* concerned about conservation and open space needs
- ☐ *primarily* concerned about the environment, habitat, and ecosystems
- ☐ *primarily* concerned about recreation opportunities

Please describe how you meet the following criteria:

Credibility and capacity to help represent the demographics and/or articulate the perspectives you selected above:

Willingness and capacity to engage in respectful and constructive dialogue with other participants, maintain an open mind, and seek creative options that respond to the interests of other participants as well as your own:

Contribution to the diversity of experience, knowledge, expertise, geography, and demographics:

Willingness and interest in attending all meetings, thoughtfully listen to public and constituent perspectives, and participate actively in discussions: _____

Any Other Special Qualifications or Interests:

Comments: _____

SIGNATURE:_____ DATE:_____

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

SIGNATURE:_____ DATE:_____

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



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Bob Higgins-Steele, Climate Action Committee & Energy Committee

REQUESTED MEETING DATE: December 17, 2019

ITEM: Letter Supporting Massachusetts Carbon Pricing Legislation

EXPLANATION: A letter supporting Massachusetts Carbon Pricing Legislation is attached for your review. If approved and signed by the Board, the letter will be sent to Governor Charlie Baker, Speaker of the House Robert DeLeo, Senate President Karen Spilka, and Members of the 191st General Court of the Commonwealth of Massachusetts to support the Benson Bill H.2810, a bill in the Telecommunications, Utilities and Energy Committee in the Massachusetts State House of Representatives. The legislation aims to promote green infrastructure and reduce carbon emissions by disincentivizing the use of dirty energy sources to move the State away from a fossil fuel dependent economy and to raise revenue for investments in clean energy and green infrastructure. It includes assessing a fee on fossil fuel wholesalers distributing in the State. Seventy percent of the fees are then returned to consumers and business via progressive rebates, with the highest rebates going to low- and moderate- income households, households in rural communities (where commutes are longer and there is a lack of public transit) and impacted industries including local governments, agriculture, fisheries and manufacturing.

The Climate Action Committee is scheduled to vote on December 17, 2019 to recommend this letter for Select Board approval.

An additional similar initiative to be aware of is the Transportation and Climate Initiative (TCI)—a multistate compact that aims to charge fuel companies for the carbon emissions associated with the gas and diesel they sell with the goal of improving transportation, developing the clean energy economy and reducing emissions from transportation, with the proceeds of the initiative funding cleaner transportation options. Program implementation would begin as early as 2022, if Massachusetts is enrolled in the Initiative.

SUGGESTED ACTION: *MOTION TO approve and sign the letter supporting Massachusetts Carbon Pricing Legislation as prepared.*

ATTACHMENTS:

1. Bill H.2810 An Act to Promote Green Infrastructure and Reduce Carbon Emissions
2. Proposed Letter Supporting Massachusetts Carbon Pricing Legislation.
3. Notes from Bob Higgins-Steele, Vice-Chair Climate Action Committee

HOUSE DOCKET, NO. 2370 FILED ON: 1/17/2019

HOUSE No. 2810

The Commonwealth of Massachusetts

PRESENTED BY:

Jennifer E. Benson

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act to promote green infrastructure and reduce carbon emissions.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>Jennifer E. Benson</i>	<i>37th Middlesex</i>
<i>William J. Driscoll, Jr.</i>	<i>7th Norfolk</i>
<i>Angelo J. Puppolo, Jr.</i>	<i>12th Hampden</i>
<i>RoseLee Vincent</i>	<i>16th Suffolk</i>
<i>Mike Connolly</i>	<i>26th Middlesex</i>
<i>Jack Patrick Lewis</i>	<i>7th Middlesex</i>
<i>Thomas M. Stanley</i>	<i>9th Middlesex</i>
<i>Louis L. Kafka</i>	<i>8th Norfolk</i>
<i>Denise Provost</i>	<i>27th Middlesex</i>
<i>Kenneth I. Gordon</i>	<i>21st Middlesex</i>
<i>Natalie M. Blais</i>	<i>1st Franklin</i>
<i>Smitty Pignatelli</i>	<i>4th Berkshire</i>
<i>Jason M. Lewis</i>	<i>Fifth Middlesex</i>
<i>Carmine Lawrence Gentile</i>	<i>13th Middlesex</i>
<i>John Barrett, III</i>	<i>1st Berkshire</i>
<i>Bud L. Williams</i>	<i>11th Hampden</i>
<i>Steven Ultrino</i>	<i>33rd Middlesex</i>
<i>Maria Duaime Robinson</i>	<i>6th Middlesex</i>

<i>Dylan A. Fernandes</i>	<i>Barnstable, Dukes and Nantucket</i>
<i>Lindsay N. Sabadosa</i>	<i>1st Hampshire</i>
<i>Carlos González</i>	<i>10th Hampden</i>
<i>John J. Lawn, Jr.</i>	<i>10th Middlesex</i>
<i>Daniel R. Carey</i>	<i>2nd Hampshire</i>
<i>Frank A. Moran</i>	<i>17th Essex</i>
<i>Carole A. Fiola</i>	<i>6th Bristol</i>
<i>Rebecca L. Rausch</i>	<i>Norfolk, Bristol and Middlesex</i>
<i>Julian Cyr</i>	<i>Cape and Islands</i>
<i>Michael J. Moran</i>	<i>18th Suffolk</i>
<i>Ruth B. Balser</i>	<i>12th Middlesex</i>
<i>Danielle W. Gregoire</i>	<i>4th Middlesex</i>
<i>Stephan Hay</i>	<i>3rd Worcester</i>
<i>Lori A. Ehrlich</i>	<i>8th Essex</i>
<i>Joanne M. Comerford</i>	<i>Hampshire, Franklin and Worcester</i>
<i>Christine P. Barber</i>	<i>34th Middlesex</i>
<i>Kay Khan</i>	<i>11th Middlesex</i>
<i>Susannah M. Whipps</i>	<i>2nd Franklin</i>
<i>José F. Tosado</i>	<i>9th Hampden</i>
<i>Brian M. Ashe</i>	<i>2nd Hampden</i>
<i>Tram T. Nguyen</i>	<i>18th Essex</i>
<i>Tram T. Nguyen</i>	<i>18th Essex</i>
<i>Tommy Vitolo</i>	<i>15th Norfolk</i>
<i>Elizabeth A. Malia</i>	<i>11th Suffolk</i>
<i>David Paul Linsky</i>	<i>5th Middlesex</i>
<i>Michael S. Day</i>	<i>31st Middlesex</i>
<i>Mary S. Keefe</i>	<i>15th Worcester</i>
<i>Paul W. Mark</i>	<i>2nd Berkshire</i>
<i>John J. Mahoney</i>	<i>13th Worcester</i>
<i>David M. Rogers</i>	<i>24th Middlesex</i>
<i>Daniel M. Donahue</i>	<i>16th Worcester</i>
<i>Adrian C. Madaro</i>	<i>1st Suffolk</i>
<i>Daniel J. Ryan</i>	<i>2nd Suffolk</i>
<i>Jonathan Hecht</i>	<i>29th Middlesex</i>
<i>Michelle L. Ciccolo</i>	<i>15th Middlesex</i>
<i>Kevin G. Honan</i>	<i>17th Suffolk</i>
<i>James B. Eldridge</i>	<i>Middlesex and Worcester</i>
<i>Christina A. Minicucci</i>	<i>14th Essex</i>
<i>Kate Hogan</i>	<i>3rd Middlesex</i>

<i>Gerard J. Cassidy</i>	<i>9th Plymouth</i>
<i>Marjorie C. Decker</i>	<i>25th Middlesex</i>
<i>Michael D. Brady</i>	<i>Second Plymouth and Bristol</i>
<i>James Arciero</i>	<i>2nd Middlesex</i>
<i>Michael J. Finn</i>	<i>6th Hampden</i>
<i>Sarah K. Peake</i>	<i>4th Barnstable</i>
<i>Denise C. Garlick</i>	<i>13th Norfolk</i>
<i>Jay D. Livingstone</i>	<i>8th Suffolk</i>
<i>Daniel J. Hunt</i>	<i>13th Suffolk</i>
<i>Tami L. Gouveia</i>	<i>14th Middlesex</i>
<i>Josh S. Cutler</i>	<i>6th Plymouth</i>
<i>Daniel R. Cullinane</i>	<i>12th Suffolk</i>
<i>Patricia D. Jehlen</i>	<i>Second Middlesex</i>
<i>James J. O'Day</i>	<i>14th Worcester</i>
<i>Natalie M. Higgins</i>	<i>4th Worcester</i>
<i>Michelle M. DuBois</i>	<i>10th Plymouth</i>
<i>Edward F. Coppinger</i>	<i>10th Suffolk</i>
<i>Paul McMurtry</i>	<i>11th Norfolk</i>
<i>Paul F. Tucker</i>	<i>7th Essex</i>
<i>Joseph A. Boncore</i>	<i>First Suffolk and Middlesex</i>
<i>Michael F. Rush</i>	<i>Norfolk and Suffolk</i>
<i>Paul J. Donato</i>	<i>35th Middlesex</i>
<i>Marcos A. Devers</i>	<i>16th Essex</i>
<i>Liz Miranda</i>	<i>5th Suffolk</i>
<i>Paul R. Feeney</i>	<i>Bristol and Norfolk</i>
<i>Aaron Vega</i>	<i>5th Hampden</i>
<i>James M. Murphy</i>	<i>4th Norfolk</i>
<i>Tricia Farley-Bouvier</i>	<i>3rd Berkshire</i>
<i>Alan Silvia</i>	<i>7th Bristol</i>
<i>David Henry Argosky LeBoeuf</i>	<i>17th Worcester</i>
<i>Joseph F. Wagner</i>	<i>8th Hampden</i>
<i>Harold P. Naughton, Jr.</i>	<i>12th Worcester</i>
<i>Andres X. Vargas</i>	<i>3rd Essex</i>
<i>Mindy Domb</i>	<i>3rd Hampshire</i>
<i>Alice Hanlon Peisch</i>	<i>14th Norfolk</i>
<i>Peter Capano</i>	<i>11th Essex</i>
<i>Sean Garballey</i>	<i>23rd Middlesex</i>
<i>John C. Velis</i>	<i>4th Hampden</i>
<i>Nika C. Elugardo</i>	<i>15th Suffolk</i>

<i>Kathleen R. LaNatra</i>	<i>12th Plymouth</i>
<i>David Biele</i>	<i>4th Suffolk</i>
<i>Sal N. DiDomenico</i>	<i>Middlesex and Suffolk</i>
<i>Linda Dean Campbell</i>	<i>15th Essex</i>
<i>James K. Hawkins</i>	<i>2nd Bristol</i>
<i>Jon Santiago</i>	<i>9th Suffolk</i>
<i>Jonathan D. Zlotnik</i>	<i>2nd Worcester</i>
<i>Carolyn C. Dykema</i>	<i>8th Middlesex</i>
<i>Bruce J. Ayers</i>	<i>1st Norfolk</i>
<i>Chynah Tyler</i>	<i>7th Suffolk</i>
<i>Paul Brodeur</i>	<i>32nd Middlesex</i>
<i>Sonia Chang-Diaz</i>	<i>Second Suffolk</i>

HOUSE No. 2810

By Ms. Benson of Lunenburg, a petition (accompanied by bill, House, No. 2810) of Jennifer E. Benson and others relative to the promotion green infrastructure and reduction of carbon emissions. Telecommunications, Utilities and Energy.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-First General Court
(2019-2020)

An Act to promote green infrastructure and reduce carbon emissions.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Section 3 of chapter 25A of the Massachusetts General Laws, as appearing
2 in the 2012 Official Edition, is hereby amended by inserting the following definitions:-

3 “Adult,” a resident of the Commonwealth age 18 or above.

4 “Minor,” a resident of the Commonwealth age 17 or below.

5 “Quintile 1,” the 20 percent of households in the Commonwealth with the lowest after-
6 tax incomes.

7 “Quintile 2,” the 20 percent of households in the Commonwealth with the next-to-lowest
8 after-tax incomes; also termed those households with incomes from the 20th to 40th percentile of
9 all households in the Commonwealth.

“Quintile 3,” the middle 20 percent of households in the Commonwealth based on after-tax incomes; also termed those households from the 40th to 60th percentile of all households in the Commonwealth.

“Quintile 4,” the next to highest 20 percent of households based on after-tax incomes; also termed those households from the 60th to 80th percentile of all households in the Commonwealth.

“Quintile 5,” the 20 percent of households with the highest after-tax incomes of all households in the Commonwealth.

“DOR Commissioner”, the Commissioner of the Department of Revenue.

"Greenhouse gas", carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF₆), and any other matter identified by the department of energy resources as a likely contributor to climate change.

“Greenhouse gas-emitting priority”, matter that emits or is capable of emitting a greenhouse gas when burned or released to the atmosphere and is identified as a priority under the terms of this act, except that natural gas, petroleum, coal and any solid, liquid or gaseous fuel derived therefrom shall be greenhouse gas-emitting priorities.

“Greenhouse gas pollution charges”, the charges imposed on each ton of CO₂e pursuant to this chapter.

“Employer”, any person, corporation, partnership, governmental body, or other entity that has employees working in the commonwealth.

“Green Infrastructure Fund”, a fund whose revenues are derived from the pollution charges defined in this section, and whose funds are used to finance the development of green infrastructure, according to section 13B.

“Greenhouse gas pollution charges fund”, the greenhouse gas pollution charges fund established under section 13C, also called the “pollution charges fund.” of this chapter.

“Lifecycle Emissions,” greenhouse gas emissions that are released during phases of a fuel or other product’s life, including those emissions released during extraction, processing, transportation, and disposal.

“Motor vehicle fuel”, fuel for the operation of a motor vehicle, provided, that “fuel” and

“Motor vehicle” shall have the same meanings as defined in section one of chapter 64A.

“Total rebate shares,” the sum of all Commonwealth residents age 18 or older, plus one-half the sum of all Commonwealth residents age 17 or younger.

“Resident” shall have the same meaning as defined in section one of chapter 62.

“Low-income households” are those with household incomes at or below 60 percent of the statewide median household income or 60 percent of the area median household income as calculated annually by the United States Department of Housing and Urban Development.

“Low-income communities” are census tracts with median household incomes at or below 60 percent of the statewide median income.

“Rural households” are those residing in a municipality with a population density equal to or less than 500 residents per square mile of land in the municipality.

“The EEA Secretary”, The Secretary of the Executive Office of Energy and
Environmental Affairs

SECTION 2. Section 6 of chapter 25A of the General Laws, as so appearing, is hereby
amended by inserting after the last paragraph the following:-

(13) administer the schedules of greenhouse gas pollution charges and the greenhouse gas
pollution charges rebate fund, both established pursuant to this chapter. The executive office of
energy and environmental affairs shall delegate all collection of greenhouse gas pollution
charges, distribution of rebates, and any other appropriate functions to the department of
revenue. The department of revenue will carry out all functions delegated to it by the executive
office of energy and environmental affairs.

SECTION 3. Chapter 25A of the General Laws, as so appearing, is hereby amended by
inserting after section 13 the following sections:-

25A:13A Greenhouse gas pollution schedule and charges

(a) The EEA Secretary shall, using the best information and science reasonably available,
consider whether to identify any greenhouse gas-emitting matter, in addition to natural gas,
petroleum, coal, and any solid, liquid or gaseous fuel derived therefrom, as a greenhouse gas-
emitting priority for the purposes of this chapter; except that emissions from farm animals and
crops shall not be designated greenhouse gas-emitting priorities.

(b) The EEA Secretary shall determine the schedule of greenhouse gas pollution charges
authorized under this chapter by multiplying the CO₂e of each greenhouse gas-producing

substance by the charge or charges established herein. For the purpose of calculating said schedule, the EEA Secretary shall determine the average CO₂e per unit of each greenhouse gas-producing substance. For substances where the CO₂e per unit is not precisely known, because the rate of leakage of the substance into the atmosphere is uncertain or for other reasons, the EEA Secretary shall use the best available information to estimate the average CO₂e per unit of the substance used in the Commonwealth.

(c) The DOR commissioner, in consultation with the EEA Secretary, shall collect greenhouse gas pollution charges on the distribution or sale of greenhouse gas-emitting priorities. The charge in the first year of operation shall be \$20 per ton of CO₂e. Said charges shall increase by \$5 every year until the rate is \$40 per ton of CO₂e. Beginning in the sixth year of implementation, the charge shall be annually defined as \$5 multiplied by the total number of years since the fifth calendar year of implementation in which the EEA Secretary has determined that actual emissions have exceeded the annual emissions target for that calendar year, pursuant to Section 25A:13A(d), plus \$40.

(d) Beginning in 2025, the EEA Secretary shall determine by no later than September 1st on an annual basis whether actual emissions of greenhouse gases from the preceding calendar year exceeded the annual emissions target for that year. If such a determination is made, the DOR commissioner shall update the greenhouse gas pollution charge on January 1st of the following calendar year. The annual emissions targets are defined as follows:

(1) Until 2030, the annual emissions target is equivalent to actual emissions in year one of implementation, minus a uniform rate of reduction in subsequent years such that the annual

emissions target in 2030 is equal to the 2030 emissions limit as defined by chapter 21N, the Climate Protection & Green Economy Act.

(2) Between 2030 and 2040, the annual emissions target is defined as the 2030 emissions limit as defined by chapter 21N, the Climate Protection & Green Economy Act, minus a uniform rate of reduction in subsequent years such that the annual emissions target in 2040 is equal to the 2040 emissions limit as defined in chapter 21N.

(3) Between 2040 and 2050, the annual emissions target is defined as the 2040 emissions limit as defined by chapter 21N, the Climate Protection & Green Economy Act, minus a uniform rate of reduction in subsequent years such that the annual emissions target in 2050 is equal to the 2050 emissions limit as defined by chapter 21N.

(e) The EEA Secretary shall undertake all reasonable efforts to collect charges authorized pursuant to this chapter at the first point of distribution or sale within the commonwealth of a greenhouse gas-producing substance. Before 2025, the EEA Secretary shall amend current regulations, and develop new regulations if necessary, in order to measure and verify actual emissions of greenhouse gases from entities subject to carbon fees, in adherence with the timeframe described in Section 25A:13A(d). The regulations shall do all of the following:

(1) Require annual third-party verification of all entities subject to report greenhouse gas emissions.

(2) Make all reasonable efforts to promote consistency and streamlined reporting requirements across international, federal, and state greenhouse gas emission reporting programs.

(f) In the fourth year of implementation, and every two years thereafter, the EEA Secretary shall report to the house and senate committees on ways and means, the joint committee on telecommunications, utilities and energy, and the house and senate committees on global warming and climate change. Said reports shall consider whether any further adjustments in greenhouse gas pollution charges are recommended to account for inflation, to ensure progress towards reaching emissions limits for 2030, 2040, and 2050 included in or authorized by chapter 21N, the Climate Protection & Green Economy Act, or, pursuant to section 13C(f)(2) of this chapter, to mitigate serious harm to economic sectors, economic sub-sectors or individual employers of the commonwealth caused by collection of greenhouse gas pollution charges.

(g) Subject to subsection (b) of this section, the EEA Secretary shall determine the amount of carbon dioxide equivalents released in the form of escaped methane due to the extraction, transport, or distribution of natural gas before the point of consumption in the state, and shall add an additional charge to the carbon price for all natural gas based on the rate specified in subsection (c) of this section.

(h) Greenhouse gas-emitting priorities may produce GHG emissions prior to and subsequent to their combustion or other use within the Commonwealth, including emissions during extraction, refining, processing, transportation, and disposal. Such emissions may be significant in relation to the emissions from combustion or other use within the Commonwealth. Within three (3) years of this act coming into effect, the EEA Secretary shall issue a report and recommendations to the General Court as to whether such “lifecycle” emissions should have the greenhouse gas pollution charge applied to them.

(i) Power plants regulated by the Regional Greenhouse Gas Initiative, as defined in 310 CMR 7.70(1)(b), shall be exempt from the greenhouse gas pollution charges.

(j) Should the federal government, or a regional consortium of states, establish a carbon fee on the transportation or heating sectors, the DOR shall deduct the sum of payments made to other carbon price programs in the same year; provided, however, that the amount deducted may be no greater than the total amount of the carbon fee assessed by the DOR Commissioner.

25A:13B Green Infrastructure Fund

(a) There shall be established on the books of the commonwealth a separate fund to be known as the Green Infrastructure Fund (GIF). The DOR commissioner shall deposit 30% of proceeds collected under section 13A into said fund. The Green Infrastructure Fund will support investments in clean energy, clean transportation, and resiliency to the local impacts of climate change. Eligible projects shall include but not be limited to: investments in public transit, electric vehicles, electric vehicle infrastructure, and other modes of clean transportation; expansion of in-state renewable energy systems; energy efficiency and renewable energy investments in housing, municipal infrastructure, and public school buildings; and loan programs for small business climate resiliency, renewable energy, and efficiency upgrades. Funding for household projects shall include resources that enable renter households to access the benefits of energy efficiency and/or renewable energy.

(b) Governance

(1) A Green Infrastructure Fund Board of Directors shall be created, with its members chosen by the Governor of the Commonwealth. The EEA Secretary shall serve as Chair of the Green Infrastructure Fund Board, with 17 members representing: (i) the Department of

Transportation; (ii) the Department of Environmental Protection; (iii) the Department of Energy Resources; (iv) the Department of Housing and Community Development; (v) the Office of the Treasurer; (vi) the Massachusetts Clean Energy Center; (vii) small business; (viii) large commercial/industrial business; (ix) organized labor; (x) state residents; (xi) low-income residents; (xii) municipalities; (xiii) clean energy; (xiv) public transportation; (xv) environmental protection; and (xvi) two separate representatives from regional planning associations representing different regions of the state.

(2) The Massachusetts Clean Energy Center (CEC), with the guidance of the Green Infrastructure Fund Board of Directors (GIF Board), shall develop and issue two-year plans for expenditure of the GIF funds. The CEC may assign responsibility for administering portions of the funds and plans to state agencies outside its authority, including but not limited to the Massachusetts Department of Transportation, the Massachusetts Department of Energy Resources, the Massachusetts Department of Environmental Protection, the Massachusetts Department of Education, and the Executive Office of Housing and Economic Development.

(3) Municipal governments and regional agencies serving municipalities, including regional transit authorities, are eligible to apply for funding from the GIF, through a grant procedure to be developed by the CEC under the direction of the GIF Board. The CEC must make technical assistance available as part of this grant procedure, using funds specified in Section 13B(b)(4).

(4) The Green Infrastructure Fund shall be administered by the CEC using up to 5% of Green Infrastructure Fund proceeds to cover administrative costs, including support from expert

consultants, technical assistance to municipal governments and regional agencies, and program outreach.

(c) Investment

(1) Priority disbursements will be awarded to projects that concur with investment principles established by the GIF Board, in consultation with the public. Among these principles, all funded projects must facilitate, directly or indirectly, reductions of greenhouse gas emissions or provide resilience to the local impacts of climate change.

(2) The investment plan shall allocate a minimum of 40 percent of the available moneys in the fund to programs and projects that benefit individual low-income households, regardless of location, and to larger-scale projects located within the boundaries of, and benefiting individuals living in, low-income communities.

(3) Any funding guidelines developed for administering agencies pursuant to Section 13B shall include guidelines for how administering agencies should maximize and measure benefits for low-income households and communities, provided further that all construction, reconstruction, alteration, installation, demolition, maintenance or repair paid through the Green Infrastructure Fund shall be subject to Massachusetts General Law Chapter 149 Sections 26 to 27F inclusive, Massachusetts General Law Chapter 149 Section 29, and Massachusetts General Law Chapter 30 Section 39M.

(d) Annual Reporting

(1) The CEC shall submit an annual report to the appropriate committees of the Legislature on the status of projects funded pursuant to this bill and their outcomes.

(2) Administering agencies shall report to the CEC, and the CEC shall include in the report, a description of how the administering agencies have fulfilled legislative requirements pursuant to Section 13B(a) and Section 13B(c).

25A:13C Greenhouse gas pollution charges fund

(a) There shall be established on the books of the commonwealth a separate fund to be known as the greenhouse gas pollution charges fund. The DOR commissioner shall deposit into said fund all proceeds collected under section 13A that remain after distribution of funds to the Green Infrastructure Fund. None of said proceeds shall fund government operations of the commonwealth, other than to pay for reasonable administrative costs as provided under subsection (b) of this section.

(b) The DOR commissioner shall disburse all greenhouse gas pollution charge proceeds as follows. 75 percent of the moneys shall be put into a household fund that is part of the greenhouse gas pollution charges fund. 25 percent of the moneys shall be put into an employers' fund that is part of the greenhouse gas pollution charges fund. The DOR commissioner may retain a reasonable amount of charge proceeds to pay for the costs of administering the activities authorized by this chapter. Proceeds shall be available for the purposes enumerated in this section without appropriation.

(c) HOUSEHOLD FUND -- Of the funds transferred to the household fund, 25 percent of the total funds shall be used as follows:

(1) Ten (10) percent of the household rebate fund shall be distributed to households in quintile 1, as defined in Section 1 above. This 10 percent shall be divided by the sum of the adults in quintile one plus one-half the minors in quintile one, with the resulting number termed

the “quintile 1 initial rebate.” Each household in quintile 1 shall receive a rebate equal to the number of adults in the household times the quintile 1 initial rebate, plus the number of children in the household times one-half the quintile 1 initial rebate.

(2) Ten (10) percent of the household rebate fund shall be distributed to the households in quintile 2. This 10 percent shall be divided by the sum of the adults in quintile 2 plus one-half the minors in quintile 2, with the resulting number termed the “quintile 2 initial rebate.” Each household in quintile 2 shall receive a rebate equal to the number of adults in the household times the quintile 2 initial rebate, plus the number of children in the household times one-half the quintile 2 initial rebate.

(3) Five (5) percent of the household rebate fund shall be distributed to the households in Quintile 3. This five (5) percent shall be divided by the sum of the adults in quintile 3 plus one-half the minors in quintile 3, with the resulting number termed the “quintile 3 initial rebate.” Each household in quintile 3 shall receive a rebate equal to the number of adults in the household times the quintile 3 initial rebate, plus the number of children in the household times one-half the quintile 3 initial rebate.

(d) The remaining 75 percent of the household fund shall be distributed as follows:

(1) The DOR commissioner shall direct a portion of the moneys to households in the form of motor fuel rebates, and a separate portion of the moneys to households in the form of home heating rebates. These portions are calculated as a percentage of annual carbon fee revenue derived from the sale of motor fuel and the sale of heating fuels to households, multiplied by total available moneys in the household fund after allocations in Section 13C(c) are carried out.

(2) Of the money directed to motor fuel rebates pursuant to Section 13C(d)(1), rural households, as defined in Section 1 above, shall receive a greater rebate per adult than non-rural households. The DOR Commissioner shall direct motor fuel rebates to each household in the commonwealth, such that:

(i) Non-rural households receive a flat rebate per adult, and a flat half rebate per minor.

(ii) Rural households receive a rebate per adult that is 1.3 times greater than the flat rebate per adult received by non-rural households. Rural households receive a rebate per minor that is 1.3 times greater than the flat half rebate per minor received by non-rural households.

(3) Ten (10) percent of the funds calculated in Section 13C(d)(1) that derive from charges collected on the sale of heating fuels to households shall be allocated to the Commonwealth's Low Income Home Energy Assistance Program and transferred to the department of housing and community development for incorporation into that program, provided that DHCD shall have discretion to determine eligibility for these funds.

(4) The funds remaining in the household fund after the allocation of funds in Section 13C(d)(2) and Section 13C(d)(3) shall be divided by the total rebate shares, as defined in Section 1 above, with the resulting number termed the "remaining rebate per adult." Each household, across all quintiles, shall receive a rebate equal to the remaining rebate per adult times the number of adults in the household plus the remaining rebate per adult times one-half number of children in the household.

(e) In rebating greenhouse gas pollution charge proceeds, the DOR Commissioner shall coordinate with officials of the executive office of energy and environmental affairs, the executive office of health and human services, the executive office of housing and economic

development and other agencies in making all reasonable efforts to identify the names and addresses of all residents, with special attention to the names and addresses of low-income residents, so that they can receive rebates expeditiously.

(f) EMPLOYERS FUND -- The DOR Commissioner shall allocate the remaining 25 percent of the greenhouse gas pollution charge fund to the employers fund, to be distributed as follows:

(1) The DOR commissioner shall allocate \$1 million of the employers fund annually to the Rapid Response Set-Aside fund, solely for the purpose of providing assistance to workers and communities experiencing displacement, loss of tax revenue, or other forms of economic loss due to the shrinkage of fossil fuel industries.

(2) The DOR commissioner, in consultation with the EEA Secretary and the commissioner of housing and economic development, shall, with special attention to manufacturing, agriculture, fisheries, and local governments, identify economic sectors or economic sub-sectors at risk of serious negative impacts as a consequence of the charges collected pursuant to this chapter. The commissioner may, as mitigation, calculate the total proceeds collected from said sectors or subsectors and may apportion part or all of said proceeds to the affected sector or sub-sector, provided that the sum of these rebates does not exceed the total available moneys in the employer fund. In order to provide such mitigation, the DOR commissioner shall show that such impacts are likely to occur, due to competition from employers outside the Commonwealth in combination with energy costs constituting a substantial fraction of total operating costs in the economic sector or sub-sector.

(2) Should additional moneys remain in the employer fund after distribution pursuant to Section 13C(f)(1) and 13C(f)(2), the DOR commissioner shall rebate the remaining employer funds to all other employers not included in Section 13C(f)(1) or Section 13D(b), including those employers otherwise exempt from taxes under chapter 63 due to their status as not-for-profit organizations or government entities. The DOR Commissioner shall distribute these funds such that each employer receives a flat rate of compensation times the number of full time equivalent employees.

(g) The DOR commissioner shall not be subject to penalties or lawsuits for damages if the charges collected under this chapter are not precisely equal to rebates returned under this chapter; provided, that the commissioner shall make all reasonable efforts to return to residents and employers in the aggregate all charges collected under this chapter, except for those funds placed in the fund for green infrastructure.

25A:13D Regulations; Miscellaneous

(a) The DOR commissioner and EEA Secretary shall promulgate rules and regulations necessary to carry out the provisions of this chapter.

(b) If any covered fuel or its derivative is used by a government agency whose primary purpose is to provide public transportation by bus, van, rail, ferry, or other means that reduce the amount of driving by private motor vehicles, the DOR commissioner shall fully compensate or exempt these agencies for their total costs associated with this chapter.

(c) The DOR commissioner shall do at least one of the following: (i) Provide rebates to low and moderate income households twice each year in advance of the annual heating season and summer cooling season; (ii) distribute part or all of the annual expected value of household

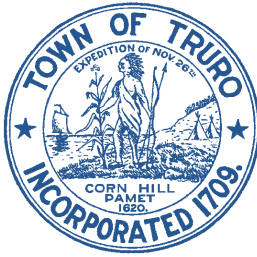
rebates to low and moderate-income households prior to collecting greenhouse gas charges in year one; or (iii) otherwise set schedules and methods for distribution of rebates that ensure low and moderate-income households obtain rebates corresponding to the time schedule in which they can be expected to be paying greenhouse gas pollution charges.

(d) The commissioner may issue additional rebates or declare exemptions from charges in instances where charges have been paid but no emissions occur or are anticipated to occur.

(e) The EEA Secretary shall study the feasibility of imposing and collecting additional greenhouse gas emission charges on emissions attributable to biomass. The report shall include an analysis of the feasibility and expense of (i) calculating a reasonably accurate current statistical baseline, specific to the Commonwealth, of such emissions, and (ii) under what conditions biomass usage should be exempt from carbon fees. Within nine months of the effective date of this act, the commissioner shall submit the report to the house and senate committees on ways and means, the joint committee on telecommunications, utilities, and energy, and the house and senate committees on global warming and climate change.

(f) Within three years of the effective date of this legislation, the EEA Secretary shall prepare a report on options for and the implications of collecting charges for emissions of CO₂e resulting from carbon-generated electricity produced or distributed in the commonwealth. The implications considered shall include, but not be limited to, potential effects on the market for emission allowances created by the regional greenhouse gas initiative.

(g) Rebates distributed pursuant to Section 13C shall not be counted in determining eligibility for other state programs with income limitations. To the degree possible, said rebates shall not count towards income limitations for federal programs.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

*Governor Charles Baker
Massachusetts State House
24 Beacon Street
Office of the Governor, Room 280
Boston, MA 02133*

*Speaker of the House of Representatives Robert A. DeLeo
Massachusetts State House
24 Beacon Street
Room 356
Boston, MA 02133*

*Senate President Karen Spilka
Massachusetts State House
24 Beacon Street
Room 332
Boston, MA 02133*

*Members of the 191st General Court of the Commonwealth of Massachusetts
Massachusetts State House
24 Beacon Street
Boston, MA 02133*

Subject: Local Officials Supporting Massachusetts Carbon Pricing Legislation

Dear Governor Baker, Speaker of the House Robert DeLeo, Senate President Karen Spilka, and Members of the 191st General Court of the Commonwealth of Massachusetts,

We, the undersigned elected and appointed officials of municipalities from across the Commonwealth, write in support of carbon pollution pricing being implemented in our state. We ask that you pass *An Act to promote green infrastructure and reduce carbon emissions* (H.2810) before the end of the current legislative session (2019-2020).

Massachusetts has a history of leadership on the issues of national importance, from healthcare to public education to marriage equality to clean water. Now we should step up in meaningfully addressing one of the most pressing challenges we face: climate change.

As local officials, we are already facing the impacts of climate change first hand in our communities. Coastal cities and towns have experienced record flooding and damage from more powerful storms – but impacts are not only limited to our sea shore. Inland communities are facing extreme heat, drought, and inland flooding that threatens small businesses, stable municipal budgets, and the health of our most vulnerable citizens.

If we are to counteract these issues, we need comprehensive funding that invests where it matters:

fossil fuel use in our buildings (to increase energy efficiencies and access cost savings from heating with renewables), clean transportation (to electrify our bus fleets and increase access to regional mass transit), and climate adaptation (to fund innovative solutions to local climate threats). *An Act to promote green infrastructure and reduce carbon emissions* (H.2810) is a key policy that will allow us to achieve this. It invests up to \$6 billion every 10 years in green infrastructure like local clean transportation, climate adaptation, renewable energy, and electrification for municipal fleets.

Among the local benefits of this legislation are:

- Funding clean transportation options like local electric charging stations and the electrification of municipal vehicles fleets (e.g. school buses).
- Dedicated funding for local clean energy and climate adaptation. This includes microgrids, modern seawall upgrades, and planning that builds upon the state's existing MVP program.
- Monies directed towards investments that reduce energy costs for municipalities and school districts.

At the same time, it has 1) a net beneficial impact on statewide economic growth (predicted to increase Gross State Product by \$600 million), 2) creates over ten thousand local jobs, and 3) is one of the best climate policies when it comes to creating predictability for small businesses.

We respectfully ask that you pass H.2810 in the current legislative session (2019-2020). This is an important step in beginning to make the critical investments in our local communities that protect us from worsening climate change impacts, save money for our municipalities, and increase the wellbeing of all our constituents.

The undersigned,

Janet Worthington, Chair

Robert Weinstein, Vice-Chair

Kristen Reed, Clerk

Susan Areson

Truro Select Board

The purpose of this letter is twofold.

The first is to collect email contact information from as many Energy Committees as possible in Massachusetts.

Most Town Energy and Climate Action Committees are staffed by like minded volunteers with a common goal: Help mitigate climate Change and prepare their city or town to adapt to its effects. Few of these committees have contact emails on their Town websites. Although at times Towns may compete for the same State grants the committees have much to offer each other through information sharing and support. If your town wishes to connect with other Energy Committees respond to rehigginssteele@gmail.com. I will share the list of towns and emails with all who respond.

The second is to inform you of legislation that could shape Committee goals and help fund projects in Climate Change mitigation and adaptation. Perhaps your committee may support one or both.

Energy Committees, Town Boards and concerned citizens could help educate our fellow citizens on the need for a carbon tax to reduce emissions while raising revenue returning rebates to the public and financing grants for municipalities.

Here are two of the several initiatives in the pipeline; one regional, one state that are close to being enacted:

The Transportation and Climate Initiative (TCI) has been alluded to in several Boston Globe op-eds of late Governor Baker and the Executive Branch support this regional initiative:

Excerpt from the TCI web site below:

Transportation and Climate Initiative (TCI) jurisdictions are developing a regional policy for low-carbon transportation following the December 18, 2018 [statement](#) by nine states and Washington DC committing to: "...design a regional low-carbon transportation policy proposal that would cap and reduce carbon emissions from the combustion of transportation fuels through a cap-and-invest program or other pricing mechanism... [and]... to complete the policy development process within one year, after which each jurisdiction will decide whether to adopt and implement the policy."

The TCI jurisdictions also shared additional detail on the timeline for the TCI regional policy development process for the remainder of 2019 and 2020, including additional opportunities for public input and feedback.

- **October 1, 2019** – Release of framework for a draft regional policy proposal
- **October/November 2019** – Gather and consider public input on framework
- **December 2019** – Release of a regional policy proposal in the form of a draft Memorandum of Understanding (MOU), accompanied by modeling results that estimate the energy and emissions implications of different cap levels and investment scenarios, as well as potential costs and benefits of different program design options.
- **January/February 2020** – Gather and consider public input on Draft MOU
- **Spring 2020** – Jurisdictions release a final Memorandum of Understanding. At this point, each jurisdiction will decide whether to sign the MOU and participate in the regional program.
- **Spring – Fall 2020** – Participating jurisdictions develop a "model rule" and take any legislative steps that could be needed to implement the regional program.
- **2021** – Jurisdictions conduct rulemaking process to adopt regulations.
- **As early as 2022** – Program implementation begins."

This initiative is weighted toward transportation, Governor Baker would like to use the revenue to support Transportation Bonds aimed at easing congestion, improving public transportation, EV charging stations, etc/
NOTE THE TCI START DATE 2022 AT THE EARLIEST

The Benson Bill H.2810 is in the Transportation, Energy and Utilities Committee in The Massachusetts State House of Representatives.

A fee is assessed on fossil fuel wholesalers when the product enters the state.

- \$20/ton of pollution, increasing each year by \$5/ton until it reaches \$40/ton
 - Methane leakage prior to the combustion is included in the natural gas fee
 - If Massachusetts does not meet carbon emissions reductions targets after the first 5 years, the price will increase \$5/ton for every year targets are not met
 - 70% of the fees are returned to consumers and businesses via rebates to offset any increases in fuel prices.
 - Rebates are progressive: low- and moderate-income households get back more in rebates than they are expected to spend on price increases
 - Rebates are distributed so they correspond to when fees are paid.
 - Funding for home heating assistance will be significantly increased
 - Households in rural communities get additional rebates, because of longer commutes and lack of public transit.
 - Impacted industries including local governments, agriculture, fisheries and
 - manufacturing will receive higher rebates than other employers
 - \$1 Million will be allocated for transition of workers in the fossil fuel industry
- 30% of the fee will go to a Green Infrastructure Fund generating millions of** dollars to accelerate the transition to a clean economy.
- Communities can apply for the funds with 40% of the funding targeted to low income cities and towns.
 - Investments can include public transportation, energy efficiency in schools, public buildings and housing, and climate resiliency and more

H.2810 has a broader range of spending vs the narrower transportation direction of the TCI. The Benson Bill is ready to go now. It needs to be voted out of Committee to the House Floor.

Bills will incur a gas tax as part of the revenue raising mechanism. TCI is estimated at about nineteen cents a gallon; H.2810 around sixteen or seventeen cents.

Disincentives like a gas tax are as important as incentives.

A person who uses 30 gallons a week would spend an additional \$ 5.70 under the TCI, \$ 5.10 under H.2810. If H.2810 became law in 2020 and the TCI in 2022 the combined total would be about \$ 11.80 a week, a small price to pay for our collective future while improving our quality of life now.

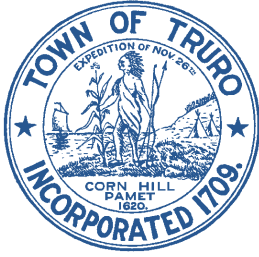
Please support one or both of these initiatives

It is important that H.2810 be voted out of Committee for floor debate before mid January otherwise the Bill dies and we miss an important immediate date for education and action.

Thank You

Bob Higgins-Steele

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Truro, MA 02666
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TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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6. **CONSENT AGENDA**

- A. Review/Approve and Authorize Signature:
 - 1. *FY19 CDBG Housing Rehab Sub-Grantee Contract*
 - 2. *Covanta SEMASS contract agreement*
- B. Review and Approve 2020 Annual Business Licenses: Box Lunch, Savory and the Sweet Escape, and Salty Market
- C. Review and Approve Alcoholic Beverages Control Commission 2019 Annual Report
- D. Review and Approve Renewal of Aquaculture Development Area Licenses-John Burns and Stephen Roderick
- E. Review and Approve Select Board Minutes-December 5, 2019



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: December 17, 2019

ITEM: Contract for FY19 CDBG Housing Rehab Sub-Grantee Contract

EXPLANATION: Attached for your review, approval and authorization for the Chair to sign, is the award of a contract to Lower Cape Community Development Corporation, dba Cape CDP, for the FY19 CDBG Housing Rehabilitation contract.

You will note that there was one bidder to the RFP issued by Bailey Boyd Associates. The Town currently works with this company and their work has been exceptional. Bailey Boyd Associates recommends that the Truro Select Board award the FY19 CDBG Housing Rehabilitation contract to The Lower Cape Community Development Corporation.

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

IMPACT IF NOT APPROVED: The funding from DHCD cannot be utilized until the Housing Rehabilitation Services contract is in place.

SUGGESTED ACTION: *MOTION TO approve the contract with Lower Cape Community Development Corporation (Cape CDP) for professional services for the FY19 CDBG Housing Rehabilitation Sub-Grantee Contract, and to authorize the Chair to sign.*

ATTACHMENTS:

1. Alice Boyd Grant Administrator Memorandum
2. CDP and Truro Agreement



MEMORANDUM

TO: TRURO BOARD OF SELECTMEN
CC: RAE ANN PALMER, TOWN MANAGER
FROM: ALICE BOYD, GRANT ADMINISTRATOR 
DATE: DECEMBER 3, 2019
RE: FY19 CDBG HOUSING REHAB SUB-GRANTEE CONTRACT

As your grant administrator I have completed the procurement process for an FY19 housing rehabilitation sub-grantee. There was one bidder, The Lower Cape Community Development Corporation dba. Cape CDP, the current housing rehab provider.

The CDP submitted a bid and references that scored "Highly Advantageous". The town currently works with this company and their work has been exceptional. I therefore recommend that the Truro Board of Selectmen award the FY19 CDBG Housing Rehabilitation contract to The Lower Cape Community Development Corporation, dba Cape CDP with offices located in North Eastham. The Program Delivery fee is not to exceed \$169,000 and the homeowner loan amount awarded to the town is \$755,500 for approximately 21 homes at an average of \$36,000 each.

I have attached three copies of their contract for signature and would be glad to appear before you or answer any questions regarding this procurement.

We look forward to assisting the many Truro, Provincetown, Eastham and Harwich homeowners who have applied for housing rehabilitation funds.

AGREEMENT

**BY AND BETWEEN
THE TOWN OF TRURO, MASSACHUSETTS
AND
THE LOWER CAPE COD COMMUNITY DEVELOPMENT CORPORATION DBA
COMMUNITY DEVELOPMENT PARTNERSHIP**

THIS AGREEMENT, was made as of the 17th day of December, 2019 by and between the Town of Truro, Massachusetts (hereinafter referred as the MUNICIPALITY) and The Lower Cape Community Development Corporation dba Community Development Partnership (hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of TRURO has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a regional community development program of housing rehabilitation (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

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

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

1. ENGAGEMENT OF CONSULTANT: The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.

2. SCOPE OF SERVICES: The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of Truro, which is incorporated by reference herein as Attachment A.

3. RESPONSIBILITY OF THE MUNICIPALITY : The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Alice Boyd, Grant Administrator. TELEPHONE 508-430-4499.

4.1 REPORTING: The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

REPORT: Quarterly Reports each quarter through closeout
DATE DUE: The 8th day of each quarter

5. SUBCONTRACTS: No subcontracts may be awarded by the CONSULTANT the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the MUNICIPALITY and DHCD.

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about December 17, 2019 and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by December 31, 2020.

6.2 In the case of an extension there will be no additional compensation.

7. COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed One Hundred Sixty Nine Thousand Dollars (\$169,000), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the Municipality and according to the "Method and Schedule of Compensation," found as Attachment B. Project loan funds will not exceed Seven Hundred Fifty Five Thousand Five Hundred Dollars (\$755,500). It is anticipated that the full amount of loan funds will be expended.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The CONSULTANT shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.2 ACCESS TO RECORDS: The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY.

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

8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing and executed by the signatories hereto and receives approval from DHCD prior to its effective date.

8.5 NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. The CONSULTANT shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. 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 CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law.

8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.

8.7 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

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

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

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

8.11 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for the Mass. CDBG Program, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.

10. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the agents or employees.

11. LICENSES: The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.

12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66 section 10, regarding access to public records, M.G.L. c.93H, Security Breaches; Executive Order No. 504, Regarding the Security and Confidentiality of Personal Information, and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

13. COPYRIGHT: No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.

14. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the MUNICIPALITY or the CONSULTANT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONSULTANT will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

15. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: If the amount of the contract or subgrant exceeds \$150,000, the CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

16. ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201): Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

19. CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass. CDBG.

20. CERTIFICATE OF TAX COMPLIANCE: The following Certificate of Tax Compliance must be completed and submitted as part of this Agreement:

Certificate of Tax Compliance

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

Contractor: By: _____

(signature of authorized representative & title)

12/6/11
(date)

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

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

Approvals and Signatures

By: TOWN/CITY OF _____ :	By: CONSULTANT
Authorized Signatory _____ Date _____	name <u>[Signature]</u> Date <u>12/6/11</u>
Certification as to Availability of Funds:	Approval of Contract as to Form:
Town/City Accountant _____ Date _____	Town Counsel/City Solicitor _____ Date _____
Approval of Contract as to Appropriate Procurement Method	
Town/City Procurement Officer _____ Date _____	

ATTACHMENT A:

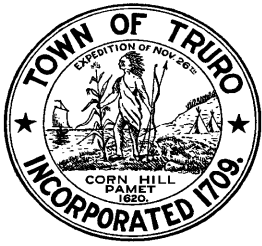
HOUSING REHABILITATION SCOPE OF SERVICES

The Sub-grantee shall perform the necessary project implementation services as presented in the Town's FY 19 CDBG Grant Application. These professional services will include:

- Oversight of all aspects of the housing rehabilitation program
- Preparation and on-time submission of all quarterly report documentation with photographs
- Preparation and submission of monthly draw down on the first day of each month based on invoices in hand
- Beneficiary qualification and full income documentation
- Individual environmental reviews of each property
- Procurement of federal lead paint risk assessor
- Procurement of licensed construction supervisor/rehabilitation specialist
- Qualifying and oversight of all contractors
- Completion of each project in a timely fashion
- Preparation of extensions to contracts when necessitated
- Contracting with homeowners
- Work write-ups, progress inspections, final inspections meeting DHCD requirements
- Processing of payment requests to contractors
- Management of construction escrow account in accordance with DHCD requirements
- Maintenance of all program files in accordance with DHCD guidelines
- Participation in DHCD program monitorings
- Coordination and monitoring with Grant Administrator
- Monthly reconciliation of housing rehab escrow account with Grant Administrator
- Consistent coordination with local Weatherization Assistance Program regarding cross-referral, cost sharing and joint scheduling of projects.
- Provide "before" and "after" photographs of each project.
- Timely completion of agency audit
- Participation in the "paperless" grant management process
- Weekly update of the program Matrix
- Maintain all program files on Dropbox with original signatures maintained in hard copy
- Creation and collection of windshield surveys, wait lists and application support materials
- All other responsibilities as itemized in the RFP and Bidder's Response

ATTACHMENT B: METHOD & SCHEDULE OF COMPENSATION

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



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Jarrod Cabral, DPW Director

REQUESTED MEETING DATE: December 17, 2019

ITEM: Covanta SEMASS contract agreement

EXPLANATION: The Town's solid waste disposal contract will expire on December 31, 2019. The new contract will run from January 1, 2020 – December 31, 2024. Town Counsel negotiated the terms on behalf of the Town and staff verified that the proposed rates are consistent with the current waste disposal market.

FINANCIAL SOURCE (IF APPLICABLE): Annually funded at Town Meeting

IMPACT IF NOT APPROVED: The Town will operate without a solid waste disposal contract and could be subject to increasing disposal rates.

SUGGESTED ACTION: *MOTION TO approve the solid waste disposal contract with Covanta Semass and to authorize the Chair of the Select Board to sign the contract.*

ATTACHMENTS:

1. Covanta Semass Procurement process
2. Municipal Solid Waste Disposal Agreement

Covanta SEMASS Procurement process

Contract: Expires December 31, 2019

- Began negotiations with SEMASS May of 2019
- Requested proposals from EL Harvey and New Bedford Waste
- Both proposals were at \$90.00 per ton with annual increases
- EL Harvey too far away, New Bedford Waste unreliable
- The Town consulted with
 - Town Council
 - Neighboring Communities
 - Kari Parcell, Municipal Assistance Coordinator for Mass DEP
 - Patty Daley, Deputy Director, Cape Cod Commission
- Findings
 - Five of 6 Boston Districts renewed contracts July 1, 2019 beginning at \$94.82 per ton
 - Milton renewed contract July 1, 2019 beginning at \$94.82 per ton
 - Barnstable received notice of a fee increase beginning January 1, 2020 at \$94.00 per ton
 - Orleans received notice of a fee increase beginning January 1, 2020 at \$93.00 per ton
 - Wellfleet received notice of a fee increase beginning January 1, 2020 at \$94.00 per ton
- With little to no market competition in the region the expectation is the price will rise above \$100.00 per ton. The Towns of Rockland and Chatham have received the same terms from Covanta SEMASS that we have.
- Our solid waste tonnage has dropped 303 tons since July 1, 2017 through December 1, 2019. I will not be recommending annual permit fee changes at the time.

Sincerely,

Jarrold J. Cabral
Director
Department of Public works
Truro MA 02666

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MUNICIPAL SOLID WASTE DISPOSAL AGREEMENT

This Municipal Solid Waste Disposal Agreement (this “*Agreement*”) is entered into as of _____, 2019 (the “*Effective Date*”), by and between SEMASS Partnership, a Massachusetts limited partnership (“*SEMASS*”), and the Town of Truro, Massachusetts, a body corporate and politic (“*Truro*”). SEMASS and Truro are sometimes referred to individually as a “*Party*,” and collectively as the “*Parties*.”

Recitals

A. SEMASS operates an energy-from-waste facility located at 141 Cranberry Highway, Route 28, West Wareham, Massachusetts 02576 (the “*Facility*”); and

B. Truro desires to deliver, and SEMASS desires to accept for disposal at the Facility, certain quantities of Acceptable Facility Waste (hereinafter defined), in accordance with and subject to the provisions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the promises and of the mutual obligations undertaken herein, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I - CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

“*Acceptable Facility Waste*” means mixed household solid waste generated within the boundaries of Truro by residents and (i) which has the characteristics of solid waste normally collected or disposed of by residences, schools, churches and municipal offices and (ii) which is permitted under Applicable Law to be accepted at and processed by the Facility and which is not Unacceptable Facility Waste. Acceptable Waste must be of a size and composition such that the Facility is able to process it.

“*Acceptance Fee*” means the amounts set forth in Appendix A.

“*Affiliate*” shall mean Covanta Holding Corporation and/or any entity, fifty percent (50%) or more of which is owned, directly or indirectly, or controlled by Covanta Holding Corporation. These Affiliates of SEMASS are intended to be third party beneficiaries of this Agreement.

“*Applicable Law*” means each and every applicable Federal, state, county, city or local law, statute, by-law, charter, ordinance, rule, regulation, order, Consent, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

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"Billing Period" means each calendar month during the Delivery Term.

"Consent" means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any governmental, quasi-governmental, regulatory or judicial body, entity, authority or tribunal.

"Delivery Term" means the period of time commencing on January 1, 2021 (the "Commencement Date") and ending on 11:59 p.m. on December 31, 2025.

"Effective Date" means the first date above written.

"Facility Receiving Times" means Monday through Friday from 5:00 a.m. to 6:30 p.m., and Saturday from 5:30 a.m. to 6:30 p.m., exclusive of Holidays, or such other times as specified by SEMASS upon thirty (30) days prior written notice.

"FOB" means freight on board.

"Haverhill Facility" means the energy-from-waste facility located at 100 Recovery Road, Haverhill, Massachusetts.

"Holidays" mean New Year's Day, Independence Day, Thanksgiving Day and Christmas Day.

"Indemnifying Party," "Indemnified Party," and "Indemnified Parties" have the meanings specified in Section 5.02 hereof.

"Loss" and "Losses" have the meanings specified in Section 5.02 hereof.

"Truro's Allocable Share" means, for a calendar year, a percentage equal to the Acceptable Facility Waste delivered by Truro in the immediately preceding calendar year divided by the number of contracted tons (with a term of one year or longer) for the Facility for the immediately preceding calendar year.

"Term" has the meaning specified in Section 7.01 hereof.

"Ton" means a "short ton" of 2,000 pounds.

"Unacceptable Facility Waste" means: (i) any and all waste which by reason of its size, durability, composition, characteristics or quantity (A) is defined or regulated as, or which would result in Ash being described as, hazardous by any federal, state, county, city or local authority or (B) may present a danger to the public health, safety or welfare or to the environment; (ii) any and all waste that is required to be recycled or composted under Applicable Law; (iii) lead batteries, leaves, tires, white goods, yard waste, aluminum containers, metal or glass containers, single polymer plastics, recyclable paper, cathode ray tubes, asphalt pavement, brick, concrete,

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metal, wood and clean gypsum wall board, commercial and industrial wastes, pathological or biological waste, radioactive waste, motor vehicles, gas cylinders, tanks and drums of any kind, rolls of any material, liquid waste, gases of any type, PCB light ballasts, mercury bearing products, asbestos, air conditioners, tires, and animal carcasses; (iv) incinerator residue, demolition and construction debris, regulated medical waste, substances in gaseous form, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, white goods, large or solid metallic objects (such as castings, forgings and gas cylinders) or any object greater than two (2) cubic feet in volume, any material greater than six (6) inches in diameter or four (4) feet in length (including steel or nylon rope, chains, cables or magnetic tape), any roll of material greater than twelve (12) inches in diameter (including carpeting, fencing, plastic, etc.), yard waste and non-burnable construction or demolition debris; and (v) any and all waste the disposal or processing of which at the Facility is prohibited by any applicable Facility Consent condition or by any Applicable Law; and (vi) any and all material that cannot be processed at the Facility or that has the reasonable possibility of adversely affecting the operation of any part of the Facility.

“Uncontrollable Circumstance” or “UCC” means any act, event or condition, occurring on or after the Effective Date, that has had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of a Party under this Agreement, or a material adverse effect on the Facility or the Haverhill Facility, if such act, event or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement including, without limitation, the following:

(a) an act of God, landslide, lightning, earthquake, fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence;

(b) the order and/or judgment of a federal, state or local court, administrative agency or governmental body;

(c) the suspension, termination, interruption, denial or failure of renewal of any Consent essential to the operation of the Facility or the Haverhill Facility;

(d) a labor dispute, strike, work slowdown or work stoppage involving essential employees or contractors;

(e) the partial or entire loss of, inability to obtain, or delay in the provision of any utility services, including water, sewerage, fossil fuels and electric power, necessary for operation of the Facility or the Haverhill Facility or blockage of access to the Facility or the Haverhill Facility;

(f) the inability of SEMASS to obtain required supplies from anywhere within the continental United States; or

(g) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Facility or the Haverhill Facility or any portion thereof by action of any federal, state,

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county or local governmental, quasi-governmental or regulatory agency or authority which materially impacts operations at the Facility, and/or the Haverhill Facility, as applicable.

(h) It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute a UCC: (i) any act, event or circumstance that would not have occurred if the Party asserting excuse of performance due to a UCC complied with its obligations under this Agreement, Applicable Law and/or the requirements and/or conditions of a Consent; (ii) changes in interest rates, inflation rates, labor costs, energy prices, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions; (iii) changes in the financial condition of the Town; (iv) union or labor work rules, requirements or demands that have the effect of increasing the number of employees employed by SEMASS and its Affiliates and also at the Facility and/or the Haverhill Facility as applicable, or otherwise increasing the cost to SEMASS and/or Affiliates of performance; (v) any event the effect of which could have been prevented or avoided by the exercise of due care, foresight or due diligence on the part of the Party asserting excuse of performance resulting from a UCC, its agents, employees and subcontractors and (vi) reasonably anticipated and ordinary, seasonal weather conditions for the north eastern region of the United States.

ARTICLE II - DELIVERY AND ACCEPTANCE OF WASTE

2.01 Acceptable Facility Waste. During the Delivery Term, Truro shall deliver or cause to be delivered FOB the Facility and SEMASS shall accept, all the Acceptable Facility Waste generated within the municipal boundaries of Truro over which it has control or the right to direct; provided, that, in the event that the Facility is not available to accept the Acceptable Facility Waste, SEMASS shall notify Truro via email and Truro will transport the Acceptable Facility Waste to the Haverhill Facility, and the additional transportation cost shall be at SEMASS's sole cost and expense except that Truro shall be responsible for such costs (to be determined on a case-by case basis and mutually agreed to by the parties in writing) in the event that Acceptable Facility Waste is transported to the Haverhill Facility due to Facility unavailability caused by an UCC. On or before July 1st of each calendar year during the Delivery Term, Truro shall provide to SEMASS a written estimate of the aggregate amount of Tons of Acceptable Facility Waste to be delivered to the Facility by or on behalf of Truro during the next succeeding calendar year, and Truro shall use reasonable efforts to cause such Acceptable Facility Waste to be delivered to the Facility approximately ratably throughout the year, subject to seasonal fluctuations in waste flow. Truro shall deliver or cause to be delivered Acceptable Facility Waste to the Facility during Facility Receiving Times, and shall comply with the hauler's rules and regulations of the Facility, as those rules and regulations are generally applied and are amended from time to time by SEMASS, in the delivery and disposal of Acceptable Facility Waste at the Facility.

2.02 Weighing of Waste Deliveries. SEMASS shall cause to be maintained weighing facilities at the Facility and the Haverhill Facility for the purpose of determining the total tonnage of Acceptable Facility Waste delivered to the Facility and the Haverhill Facility. The weighing facilities at the Facility and the Haverhill Facility shall be tested for accuracy at least once each calendar year, at the expense of the operator of such weighing facilities, and a copy of

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the most recent test results shall be disclosed to Truro upon request. Upon reasonable notice to the SEMASS, Truro may, at its own expense, audit the weighing facilities of Facility or Haverhill Facility at a reasonable time designated by SEMASS; provided, however, that SEMASS shall bear the expense of such audit if the audit reveals the need for a material adjustment. SEMASS shall cause any required adjustment revealed by a test or audit to be made promptly.

2.03 Inadvertent Deliveries of Unacceptable Facility Waste; Removal of Same;

Title. SEMASS may inspect each delivery to the Facility or the Haverhill Facility made by or on behalf of Truro and shall weigh the delivery vehicle both before and after it is unloaded. Subject to Applicable Law, SEMASS may reject any portion of a delivery by or on behalf of Truro that SEMASS reasonably determines does not constitute Acceptable Facility Waste, either before or after said delivery has been emptied from the delivery vehicle, and in conjunction with such rejection, SEMASS may also reject the entire contents of a delivery vehicle if SEMASS reasonably determines that a portion is Unacceptable Facility Waste. SEMASS further may remove from the Facility, transport and dispose of all Unacceptable Facility Waste delivered by or on behalf of Truro, as Truro's agent and at Truro's expense. Removal, transport and disposal of Unacceptable Facility Waste shall be accomplished in accordance with Applicable Laws. Title to Unacceptable Facility Waste never shall pass to SEMASS; title to Acceptable Facility Waste shall pass to SEMASS after inspection and acceptance at the Facility and/or the Haverhill Facility by SEMASS.

2.04 Intentionally omitted.

ARTICLE III - SERVICE AND TIP FEE PAYMENTS

3.01 Service and Tip Fees. As compensation for the services to be rendered hereunder, for which SEMASS shall invoice Truro on a monthly basis as provided in Section 3.03, Truro shall pay to SEMASS the Acceptance Fee for each Ton of Acceptable Facility Waste delivered to the Facility or the Haverhill Facility by or on behalf of Truro and accepted at the Facility or the Haverhill Facility by SEMASS during the Term.

3.02 Billing. SEMASS shall provide to Truro an invoice for each calendar month during the Term for any amounts owed hereunder by Truro to SEMASS within ten (10) days of the end of such calendar month, and Truro shall pay, reasonably dispute or partially pay and partially reasonably dispute the invoice within thirty (30) days after its receipt thereof. SEMASS shall invoice Truro at the address set forth in Article VII in accordance with the following procedures:

- (a) The invoice shall set forth the total tonnage of Acceptable Facility Waste delivered by or on behalf of Truro to the Facility or the Haverhill Facility as weighed upon delivery to the Facility or the Haverhill Facility.
- (b) The invoice shall set forth a calculation showing the Acceptance Fee multiplied by the number of Tons of Acceptable Facility Waste and a reasonably-detailed

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description of any other amounts claimed to be due to SEMASS from Truro hereunder.

- (c) All such invoices submitted shall be generated on the basis of the official weigh scale records or tickets as of the delivery to the Facility or the Haverhill Facility.
- (d) The Parties shall provide to each other copies of all delivery and weight records in their possession and control of all hauling vehicles used in the performance of the services hereunder and a monthly data file of all transactions. Copies of all such daily delivery and weight records shall be maintained by the Parties for at least one (1) year beyond the termination or expiration of this Agreement.
- (e) SEMASS shall provide any other documentation reasonably requested by Truro to substantiate each invoice.

3.03 Books and Records. Each Party shall cause those of its books and records relating to the quantity of Acceptable Facility Waste delivered by or on behalf of Truro and accepted by SEMASS to be available to representatives of the other Party for inspection upon reasonable notice and during normal business hours. All such inspections shall be conducted in such manner as not to cause interference with the operation of the Facility and such representatives shall comply with all reasonable rules adopted by the Party whose books and records are being inspected, or the owners or operators of the location where such books and records are made available, including rules relating to maintaining the safety of those persons present on the site where the books and records are located.

ARTICLE IV: REPRESENTATIONS AND COVENANTS

4.01 Truro Representations. Truro hereby represents and warrants to SEMASS as follows:

(a) Truro has developed the requisite expertise or has/may contract with parties who have such expertise, for performing the work required of it hereunder (including but not limited to the delivery of Acceptable Facility Waste to the Facility or Haverhill Facility), has adequate resources and equipment in good working order together with fully trained and experienced personnel capable of performing the services required of it hereunder in a good and professional manner and in accordance with this Agreement, and exhibits the standard of care and skill normally exercised by professional contractors performing the same type of services. Truro has obtained all Consents required to comply with all Applicable Law in the performance of the services required of it hereunder, and such Consents are valid and in full force and effect.

(b) Neither the execution nor the delivery by Truro of this Agreement nor the performance by Truro of its obligations hereunder (1) conflicts with, violates or results in a breach of any Applicable Law, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement, order or instrument to which Truro is a party or by

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which Truro is bound, or constitutes a default under any such judgment, decree, agreement, order or instrument.

4.02 SEMASS Representations. SEMASS, for itself and for its Affiliates, hereby represents and warrants to Truro as follows:

(a) SEMASS and its Affiliates are engaged in the solid waste disposal business, has developed the requisite expertise for performing that work, has adequate resources and equipment in good working order together with fully trained and experienced personnel capable of performing the services required of it hereunder in a good and professional manner and in accordance with this Agreement, and exhibits the standard of care and skill normally exercised by professional contractors performing the same type of services. SEMASS has obtained all Consents required to comply with all Applicable Law to the performance of the services required of it hereunder, and such Consents are valid and in full force and effect.

(b) The Facility and the Haverhill Facility are in compliance in all material respects with all Applicable Law. SEMASS and its Affiliates has obtained all Consents required to comply with all Applicable Law applicable to the Facility and the Haverhill Facility and the performance of the services required of SEMASS and its Affiliates hereunder and such Consents are valid and in full force and effect.

(c) Neither the execution nor the delivery by SEMASS of this Agreement nor the performance by SEMASS and/or its Affiliates of its obligations hereunder (1) conflicts with, violates or results in a breach of any Applicable Law, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement, order, contract or agreement or instrument to which SEMASS and/or its Affiliates are a party or by which SEMASS and/or its Affiliates are bound, or constitutes a default under any such judgment, decree, agreement, order or instrument.

(d) SEMASS is a limited Partnership legally existing and in good standing under the laws of the Commonwealth of Massachusetts. SEMASS has the power and authority, as a Massachusetts limited partnership, to execute, deliver and perform its obligations under this Agreement.

(e) Any Affiliates performing work hereunder are legally existing and in good standing under the laws of the Commonwealth of Massachusetts or are otherwise legally existing and in good standing under the laws of the jurisdiction where they were formed and are duly registered foreign entities in the Commonwealth of Massachusetts. The Affiliates have the power and authority, to execute, deliver and perform its obligations under this Agreement.

(f) This Agreement, when executed and delivered by the SEMASS, constitutes legal, valid and binding obligations of SEMASS, enforceable in accordance with their respective terms and do not violate, any provision of the SEMASS's governing, organizational or charter documents or those of its Affiliates..

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(g) There is no action, litigation, suit or proceeding at law or in equity pending or threatened in writing against SEMASS or its Affiliates challenging the validity of the transactions contemplated by this Agreement or otherwise having any material impact on SEMASS's ability to perform its obligations hereunder this Agreement including any actions in bankruptcy either voluntary or involuntary.

4.03 Truro Covenants. In addition to and without restricting in any way any other obligations or covenants set forth herein, Truro covenants and agrees as follows:

(a) Truro shall perform its obligations hereunder in a good, safe and workmanlike manner and in accordance with sound environmental practices.

(b) Upon reasonable written notice, Truro shall provide to SEMASS copies of all Consents issued to Truro which are applicable to the services to be provided by Truro hereunder.

(c) Truro shall comply with all Applicable Law applicable to the services to be provided by Truro hereunder.

(d) Truro shall promptly notify SEMASS of the occurrence of any event, condition, or occurrence, or legal, judicial, or regulatory proceedings that may result in: (1) the material noncompliance with any Applicable Law, but only if such noncompliance materially affects the ability of Truro to perform its obligations according to the terms and conditions hereunder; (2) any material inaccuracy of, or material noncompliance with, any representations, warranties or covenants by Truro in this Agreement; or (3) a material adverse effect upon the business, operations or affairs of Truro or that may materially adversely affect the ability of Truro to supply the services to be provided by Truro hereunder.

4.04 SEMASS Covenants. In addition to and without restricting in any way any other obligations or covenants set forth herein, SEMASS, for itself and for its Affiliates, covenants and agrees as follows:

(a) SEMASS shall perform its obligations hereunder in a good, safe and workmanlike manner and in accordance with sound environmental practices.

(b) Upon reasonable written notice, SEMASS shall provide to Truro copies of all Consents issued to SEMASS which are applicable to the Facility and/or the Haverhill Facility or the services to be provided by SEMASS hereunder.

(c) SEMASS shall (and shall cause the Facility and Haverhill Facility to) comply with all Applicable Law applicable to the services to be provided by SEMASS hereunder.

(d) SEMASS shall promptly notify Truro of the occurrence of any event, condition, or occurrence, or legal, judicial, or regulatory proceedings that may result in: (1) the material noncompliance with any Applicable Law, but only if such noncompliance materially affects the ability of SEMASS to provide the services to be provided by SEMASS hereunder; (2) any

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material inaccuracy of, or material noncompliance with, any representations, warranties or covenants by SEMASS in this Agreement; or (3) a material adverse effect upon the business, operations or affairs of SEMASS that materially affects the ability of SEMASS to provide the services to be provided by SEMASS hereunder.

ARTICLE V - INSURANCE & INDEMNITY

5.01 Insurance.

(a) Each Party shall obtain and maintain continuously through the Delivery Term, and furnish to the other Party certificates attesting to the existence of, the following applicable insurance:

(i) Workers' Compensation Insurance as prescribed or permitted by Applicable Law in Massachusetts.

(ii) Commercial General Liability and Property Damage Insurance, with Contractual Liability and Products/Completed Operations coverage, with primary limits of liability of \$1,000,000, combined occurrence, for bodily injury and property damage.

(iii) Commercial Automobile Liability Insurance as required by Applicable Law, but with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, combined single limit for all owned, leased, non-owned and hired autos.

(iv) Commercial Pollution Legal Liability Insurance with limits of liability as follows: SEMASS - \$5,000,000 per claim.

(v) Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence in the case of SEMASS, and \$2,000,000 in the case of Truro, supplementing the primary insurances required by (ii) and (iii) above.

(b) Each Party shall cause the aforementioned policies of insurance (other than the workers' compensation insurance) to be duly and properly endorsed by the insurance underwriter to (i) provide an endorsement naming as additional insureds, the other Party, its affiliates, and their respective owners, directors, employees and agents, and (ii) provide that they may not be canceled without thirty (30) days prior written notice being given to the other Party and in the event such insurance company will not provide such notice, then the insured Party shall immediately notify the other Party of such pending cancellation. If any of such insurance policies are written on a "claims-made" basis, upon termination or cancellation of such policy, whether during or after the Term, the Party shall be responsible for purchasing "tail" insurance coverage for acts and omissions occurring during the Delivery Term. Such tail insurance coverage must remain in place for three (3) years following completion of the Term. Each Party shall provide the other Party with a certificate of insurance issued by the insurance carrier or its agent evidencing that all insurance coverage, including the "tail" insurance required by this Section, is in effect. Annually, and as otherwise, reasonably, requested by the other Party and

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upon each change in the insurance carried by a Party or a change in such Party's insurance underwriter, such Party will provide the other Party with evidence that the insurance required hereunder is in place.

5.02 Indemnity. To the fullest extent permitted by Applicable Law, each Party (the "*Indemnifying Party*") shall indemnify, defend and hold harmless the other Party, its parent companies, partners, affiliates and subsidiary companies and their respective directors, officers, employees, agents, contractors, subcontractors, representatives, successors and assigns (each of the foregoing, an "*Indemnified Party*" and, collectively, the "*Indemnified Parties*"), from and against any and all claims, losses, liabilities, damages, fines, penalties, taxes, interest, fees, costs, or expenses (including, without limitation, reasonable attorneys' fees) (each, a "*Loss*" and collectively the "*Losses*") to the extent resulting or arising from (i) the acts, errors or omissions of the Indemnifying Party, its employees, agents, directors, officers, contractors or subcontractors; (ii) the breach of any representation, warranty, covenant or agreement of the Indemnifying Party under this Agreement; and/or (iii) the enforcement of this indemnity; provided, however, that the Indemnifying Party shall not be obligated to provide the indemnification hereunder to the extent that a Loss is caused by the negligence or willful misconduct of the Indemnified Party seeking indemnification. Neither Party shall have any liability to the other under this Agreement for any special, consequential, punitive, indirect or incidental damages, including loss of use, loss or delayed receipt or revenues, loss of anticipated profits, cost of capital loss of goodwill or similar damages. In no event shall Truro be obligated to indemnify SEMASS for any claim arising out of environmental pollution except to the extent such environmental pollution is the direct result of gross negligence or willful misconduct of an employee or representative of Truro.

ARTICLE VI - DEFAULT AND TERMINATION

6.01 SEMASS Events of Default. Each of the following shall constitute an "*Event of Default*" by SEMASS:

- (a) SEMASS, for itself and its Affiliates, shall fail to accept from Truro the Acceptable Facility Waste SEMASS has committed to accept hereunder;
- (b) SEMASS, for itself and its Affiliates, shall breach any material representation, warranty, covenant or agreement under this Agreement or shall fail to timely perform any other material obligation under this Agreement; or
- (c) (i) SEMASS shall be or become bankrupt or make an arrangement with or for the benefit of its creditors or consent to or acquiesce in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) an involuntary bankruptcy, winding up, reorganization, insolvency arrangement or similar proceeding shall be instituted against SEMASS under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days, or (iii) any action or answer shall be taken or filed by SEMASS approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution

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or attachment upon the property of SEMASS which shall materially interfere with its performance hereunder.

6.02 Truro Events of Default. Each of the following shall constitute an “*Event of Default*” by Truro:

(a) Truro shall fail to pay amounts owed to SEMASS under this Agreement within thirty (30) days following receipt of an invoice from SEMASS therefor;

(b) Truro shall breach any material representation, warranty, covenant or agreement under this Agreement or shall fail to timely perform any other material obligation under this Agreement; or

(c) (i) Truro shall be or become bankrupt or make an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency arrangement or similar proceeding shall be instituted by or against Truro under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days, or (iii) any action or answer shall be taken or filed by Truro approving of, consenting to, or acquiescing in such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of Truro which shall materially interfere with its performance hereunder.

6.03 Remedies. An Event of Default described in Section 6.01 and 6.02 shall become a “*Default*” under this Agreement if not cured within forty-five (45) days after written notification to the defaulting Party from the other Party describing in reasonable detail the nature of the Event of Default; provided, however, that such forty-five-day period shall be extended for up to an additional ninety (90) days so long as the breaching Party is actively and continuously pursuing good faith efforts to cure the Event of Default; provided, further, that an Event of Default of the character described in Sections 6.01(c) and 6.02(c) shall be a “*Default*” immediately, with or without delivery of such notice.

(a) **Termination by Truro.** Truro shall have the right to terminate this Agreement by delivering written notice to SEMASS if: (i) SEMASS shall be in Default, beyond all applicable notice and cure periods, under Section 6.01 (Truro shall also be permitted to recover actual damages resulting from any such Default); or (ii) there is one or more Changes in Law, or a surcharge or surcharges based upon one or more Changes in Law (but only if the aggregate amount of the surcharge(s) over the Term would total at least five hundred thousand dollars (\$500,000)), affecting Truro; or (iii) there is a UCC lasting more than one hundred and eighty (180) days. This Agreement shall terminate on the forty-fifth (45th) day following the date of such notice; provided, however, that a Default described in Section 6.01(c) shall not require notice by Truro and shall terminate this Agreement forthwith.

(b) **Termination by SEMASS.** SEMASS shall have the right to terminate this Agreement by delivering written notice to Truro if: (i) Truro shall be in Default, beyond all applicable notice and cure periods, under Section 6.02 (SEMASS shall also be permitted to

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recover actual damages resulting from any such Default); and/or (ii) there is a UCC lasting more than one hundred and eighty (180) days affecting SEMASS, the Facility, the Affiliates and/or the Haverhill Facility. This Agreement shall terminate on the forty-fifth (45th) day following the date of such notice.

(c) **Damages.** Except as otherwise provided in this Article VI, neither Party shall have the right to terminate this Agreement or to require specific performance by the other Party and damages shall ordinarily be considered an adequate remedy for a Default by either Party under this Agreement.

6.04 General.

(a) Section 3.03 and Articles V and VI shall survive the termination or expiration of this Agreement.

6.05 No Liability for UCC. Subject to rights of termination as set forth in section 6.03 above and except for any obligation to pay money, neither Party shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of a UCC. The Party whose performance under this Agreement has been affected by a UCC shall provide prompt notice of the commencement and the cessation of such UCC to the other Party. Whenever a UCC shall occur, the Party claiming to be adversely affected thereby shall perform in accordance with this Agreement to the extent not adversely affected by such UCC (subject to the requirements of other contracts effective prior to the date hereof) and shall, as quickly as reasonably possible, attempt to eliminate the cause therefor, reduce costs and resume full performance under this Agreement.

ARTICLE VII – MISCELLANEOUS

7.01 Term. Unless sooner terminated in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue in effect until the end of the Delivery Term (the “Term”).

7.02 Assignment and Subcontracting. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this Agreement, without the prior written consent of the other Party, whether by operation of law, merger or otherwise, to any Affiliate, subsidiary, parent, or successor; provided, further, that no such assignment shall release the assigning Party from its obligations under this Agreement, unless the other Party expressly releases the assigning Party in writing.

7.03 Further Assurances. Each Party agrees to execute and deliver any instrument and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

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7.04 Relationship of the Parties. Except as otherwise explicitly provided herein, no Party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other Party and nothing in this Agreement shall be deemed to constitute any Party a partner, agent or legal representative of any other Party nor to create any fiduciary relationship between or among the Parties.

7.05 Notices. Except as otherwise expressly provided in this Agreement, any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, by commercial overnight courier, by telecopy (receipt confirmed) or by electronic mail as follows:

If to SEMASS:
SEMASS Partnership
141 Cranberry Highway
West Wareham, MA 02576
Phone: (508) 291-4450
Fax: (508) 291-1522
Attn: Rich O'Connor
Email: roconnor@covanta.com

With a copy to:
Covanta Energy, LLC
445 South Street
Morristown, New Jersey 07960
Phone: (862) 345-5234
Fax: (862) 345-5140
Attn: General Counsel

If to Truro via United States Postal Service mail/telecopy/electronic mail:
Town of Truro
24 Town Hall Road
Truro, MA 02666
Phone: (508) 349-7004
Attn: Town Manager
Email: rpalmer@truro-ma.gov

With Copy to Town Counsel at:
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Attn: Matthew G. Feher, Esq.
Email: MFeher@k-plaw.com

Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by written notice to the other Party.

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7.06 Waiver. The waiver by either Party of a default or a breach of any provision of this Agreement by the other Party shall not operate or be construed to operate as a waiver of any other provision or subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of that or any subsequent default or breach.

7.07 Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the Parties, and (b) be modified only in writing duly executed by the Party to be bound.

7.08 Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

7.09 Governing Law/Dispute Resolution. This Agreement and any question concerning its validity, construction or performance shall be governed by Massachusetts law, irrespective of the principles of conflicts of law and this Agreement shall be enforceable, in whole or part in a court of competent jurisdiction located in the Commonwealth of Massachusetts. The Parties agree that any controversy, dispute or claim arising out of or relating to this Agreement or a breach of any of the terms or conditions of this Agreement, which cannot be resolved by the Parties within thirty (30) days after written notice by either Party, may be subject to nonbinding mediation.

7.10 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which shall be deemed the same instrument. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.

7.11 Severability. If any provision of this Agreement shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

7.12 Interest on Overdue Payments. All payments to be made under this Agreement outstanding after the applicable due date shall bear interest at the maximum lawful rate, or 1% per month, whichever rate is lower.

7.13 Non Appropriation Clause. Truro and SEMASS understand that a town meeting vote is required on an annual basis to appropriate funds for waste disposal. If Truro fails to appropriate funds for waste disposal hereunder, then, upon 30 days' written notice to SEMASS, both parties shall be released from the commitments under this Agreement, and it shall be considered null and void.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as an instrument under seal by their duly authorized representatives as of the day and year first above written.


SEMASS PARTNERSHIP

**By: Covanta Company of SEMASS, LLC,
the Managing General Partner of SEMASS Partnership**

By: _____

Name: _____

Title: _____


Derek Veenhof
EVP

TOWN OF TRURO, MASSACHUSETTS

By: _____

Name: _____

Title: _____

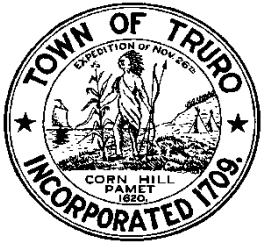
[Signature page to Municipal Solid Waste Disposal Agreement]

APPENDIX A

Schedule of Acceptance Fees

The Acceptance Fee for each year during the Term of this Agreement shall be as follows:

January 1, 2020 – December 31, 2020	\$90.00/Ton
January 1, 2021 – December 31, 2021	\$94.50/Ton
January 1, 2022 – December 31, 2022	\$99.25/Ton
January 1, 2023 – December 31, 2023	\$101.74/Ton
January 1, 2024 – December 31, 2024	\$104.29/Ton



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: December 17, 2019

ITEM: Approval of Renewal of 2020 Business Licenses:
Common Victualler License-Truro Box Lunch, Savory and the Sweet Escape and Salty Market

EXPLANATION: Issuance of the Common Victualler License is under the authority of the Select Board as Local Licensing Authorities.

If you approve these licenses for renewal, the license will be issued only upon compliance with all regulations, receipt of the necessary fees, proof of taxes paid in full for the current fiscal year and prior approval of the Food Service License by the Health Agent or Board of Health. The Food Service Licenses for Truro Box Lunch and Salty Market were issued by the Health Agent. Savory and the Sweet Escape food service licenses are pending the Health Agent's issuance. There were no reported issues with these establishments in 2019.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 § 2	Common Victualler (Cooking, Preparing and Serving food)	Truro Box Lunch Savory and the Sweet Escape Salty Market

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

SUGGESTED ACTION: *MOTION TO approve the 2020 annual Common Victualler License for Truro Box Lunch, Savory and Sweet Escape and Salty Market upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. Renewal Application for 2020: Truro Box Lunch
2. Renewal Application for 2020: Savory and the Sweet Escape
3. Renewal Application for 2020: Salty Market

RCVD 2019DEC4 PM2:59
ADMINISTRATIVE OFFICE
TOWN OF TRURO



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: ebecbe@truro-ma.gov or adavis@truro-ma.gov

\$ PAID
#851 #135

APPLICATION FOR FOOD SERVICE - COMMON VICTUALER

☐ New ☒ Renewal

Section 1 - License Type

Type of License: ☒ Food Service ☒ Common Victualer

Type of Food Service Establishment:

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

Section 2 - Business/Owner/Manger Information

Federal Employers Identification Number (FEIN/SS) [REDACTED]
Business Name: JCG, LLC Box Lunch Truro
Owner Name: Julie Grande Email Address: [REDACTED]
Mailing Address: 355 Commercial St #4 Provincetown, Ma 01901 com
Phone No: 508.487.4545 02657
Person Directly Responsible for Daily Operations: (Owner, Person In Charge, Supervisor, Manager)
Name: Julie Grande [REDACTED] Email Address: [REDACTED]
Mailing Address: Same as above
Phone No: Frank Grande 24 Hour Emergency: [REDACTED]

Section 3 - Business Operation Details

Number of Seats: Inside: 0 Outside: _____ Number of Employees: 5-6
Length of Permit: ☒ Annual ☐ Seasonal Operation
Hours of Operation: 7 To 4 (Winter) (Summer 7 to 6)
Days Closed Excluding Holidays: _____
If Seasonal: Approximate Dates of Operation: _____ To _____

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

Julie Grande Frank Grande

Allergen Awareness Certification (attach copy):

Julie Grande Frank Grande

Has your menu changed from last year? ☐ Yes ☒ No

If yes please attach copy of menu or provide description of food to be prepared and sold:

Section 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:

J Grande

Date:

12/4/19

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

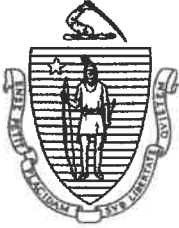
☐ Copy of Choke Saver (for food service establishment w/seating capacity of 25 or more)

FOR HEALTH DEPARTMENT USE ONLY

Comments: _____

Review by _____

Date _____



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: JCG, LLC Box Lunch

Address: 300 Rt 6

City/State/Zip: Truro, Mass Phone #: 508.487.4545

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 5-6 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: Guard Insurance

Insurer's Address: P.O. Box A-H 16 S. River St

City/State/Zip: Wilkes-Barre, PA 18703-0020

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: J Grande Date: 11/20/19

Phone #: 508.487.4545 Cell: [REDACTED]

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____



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 (from the Select Board's Office)

Date 11/1/2019

Owner's Name Tulie Grande

Business Name Box Lunch, The

Business Address 300 Route 6

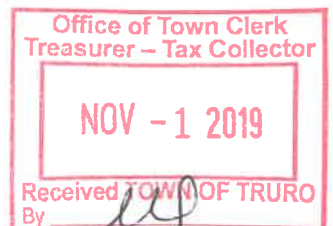
Map and Parcel 42/186

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

All set through FY19.

Molly Stevens
Tax Collector's Signature

11/6/19
Date





Your Local Distributor of Quality and Service

P.O. Box 91
20 Province Road
Provincetown, MA 02657
Order Line : (508)487-3627
Fax Line : (508)487-3663
Email orders : orders@jeproduce.com

To whom it may concern,

This letter is to confirm that JCG, LLC d/b/a Box Lunch in Truro is a current and longtime customer of ours and that we will be supplying their bottled water for the upcoming 2020 season.

Sincerely,

Robert A. Enos II
General Manager
J&E Fruit and Produce, Inc.

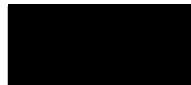
Policy Information Page**[1] Named Insured and Mailing Address**

Box Lunch of Provincetown & J.C.G., LLC
DBA/TA Box Lunch Truro
353 Commercial Street #4
Provincetown, MA 02657

Agency

FIRESIDE INSURANCE AGENCY, INC.
36 Shank Painter Road #10
P.O. Box 760
Provincetown, MA 02657
Agency Code: MAFIRE10

Federal Employer's ID
Risk ID Number



Insured is Limited Liability Co. (LLC)

Additional Names of Insured

(N2) Box Lunch Truro

Locations on Policy

(L2) 300 State Highway, Truro, MA 02666
(03/26/2019 - 03/26/2020)

[2] Policy Period

From March 26, 2019 to March 26, 2020, 12:01 AM, standard time at the insured's mailing address.

[3] Coverage

- A. Workers' Compensation Insurance - **Part One** of this policy applies to the Workers' Compensation Law of the following states: Massachusetts
- B. Employer's Liability Insurance - **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:
- | | |
|---|-----------|
| Bodily Injury by Accident - each accident | \$100,000 |
| Bodily Injury by Disease - each employee | \$100,000 |
| Bodily Injury by Disease - policy limit | \$500,000 |
- C. Other States Insurance - Part Three of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming.
- D. This policy includes these endorsements and schedules:
See Extension of Information Page - Schedule of Forms

[4] Premium

The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)

Total Estimated Policy Premium
Total Surcharges/Assessments
Total Estimated Cost

\$
\$
\$

Page - 1 -

Information Page
WC 000001A

INTERNAL USE XX
MGA : BOWC053624
Date : 02/19/2019
MANOTE



FIRE EQUIPMENT INCORPORATED



RALPH J. PERRY
A DIVISION OF
FIRE EQUIPMENT, INC.

Protecting New England. Because so much is at stake.

Phone: 508-775-3473

www.ralphjerry.com

MEDFORD • SPRINGFIELD • HYANNIS

Fax: 508-775-6110

hyaservice@ralphjerry.com

INVOICE

INVOICE #:	SIN076180
INVOICE DATE:	03/01/2019
DUE DATE:	03/31/2019

BILLING ADDRESS:

BOX LUNCH-TRURO
355 COMMERCIAL STREET #4
PROVINCETOWN, MA 02657

SHIPPING ADDRESS:

Box Lunch
300 Route 6
Truro, MA 02666

WORK PERFORMED

Inspected and serviced 1-10#abc and 1- kclass both for hydro

CUSTOMER REFERENCE	WORK ORDER NUMBER	PURCHASE ORDER	WORK COMPLETED ON
boxutruro	WO-00114446	T&M	03/01/2019

PRODUCT NAME	DESCRIPTION	QUANTITY	UNIT PRICE	NET VALUE
Portable Fire Extinguisher	1 - Annual - 626A - Extinguisher Inspection	1.00	\$0.00	\$0.00
Labor	Labor	1.00	\$38.00	\$38.00
Inspection of Fire Extinguishers	Inspection of Fire Extinguishers	2.00	\$4.00	\$8.00
Pull Tamper Seals	Pull Tamper Seals	2.00	\$0.25	\$0.50
10 lb ABC Recharge Fire Extinguisher	10 lb ABC Recharge Fire Extinguisher	1.00	\$30.00	\$30.00
Class K Recharge Fire Extinguisher	Class K Recharge Fire Extinguisher	1.00	\$78.00	\$78.00
Hydrotest dry chem	Hydrotest dry chem	1.00	\$25.00	\$25.00
Hydrotest K Class	Hydrotest K Class	1.00	\$27.00	\$27.00
Service Collar	Service Collar	2.00	\$2.00	\$4.00
Oring	Oring	2.00	\$4.50	\$9.00

NET TOTAL:	\$219.50
TAX TOTAL:	\$7.60
INVOICE TOTAL:	\$227.10
OUTSTANDING TOTAL:	\$227.10

3/26/19
#730
mailed
che ck
227.10

REMIT TO: FIRE EQUIPMENT INC • PO BOX 423 • READING, MA 01867-0623

Number: 2020-061A

Fee \$75.00

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

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

Julie & Frank Grande, mgrs., d/b/a The Box Lunch

Whose place of business is **300 Route 6, Unit 4**

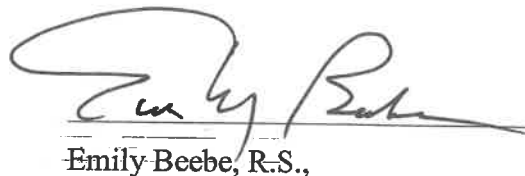
Type of business and any restrictions **Restaurant**

To operate a food establishment in **Truro, MA**

Permit Expires: **December 31, 2020**

Date Issued:

12/12/19



Emily Beebe, R.S.,

Health Agent, Truro Board of Health

Number: 2020-061B

Fee \$10.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Bakery License

This is to Certify that **Julie & Frank Grande, mgrs., d/b/a The Box Lunch**
300 Route 6, Unit 4

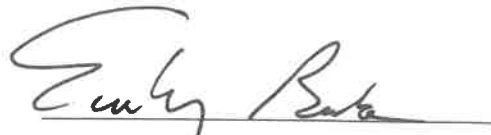
IS HEREBY GRANTED A LICENSE

For **a bakery**

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires
December 31, 2020 unless sooner suspended or revoked.

Date

December 12, 2017



Emily Beebe, R.S.,

Health Agent, Truro Board of Health

RCVD 2019DEC5 PM1:33
ADMINISTRATIVE OFFICE
TOWN OF TRURO



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: ebeebe@truro-ma.gov or adavis@truro-ma.gov

APPLICATION FOR FOOD SERVICE – COMMON VICTUALER

☐ New ☒ Renewal

Section 1 – License Type

Type of License: ☒ Food Service ☒ Common Victualer

Type of Food Service Establishment:

☒ Food Service (restaurant or take out)
☐ Retail Food (commercially prepared foods)
☐ Residential Kitchen
☐ Bed & Breakfast w/Continental Breakfast

☒ Catering
☒ Manufacturer of Ice Cream/Frozen Dessert
☒ Bakery

Section 2 – Business/Owner/Manger Information

Federal Employers Identification Number (FEIN/SS)

Business Name: SAVORY & SWEET ESCAPE *Sweet SAV*

Owner Name: DIANE & BILL COSTA

Email Address: [REDACTED]

Mailing Address: PO Box 690

02666

Phone No: [REDACTED]

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

Name: DIANE & BILL COSTA

Email Address: [REDACTED]

Mailing Address: PO Box 690

Truro MA 02666

Phone No: [REDACTED]

24 Hour Emergency: [REDACTED]

Section 3 – Business Operation Details

Number of Seats: Inside: 38 Outside: Varies Number of Employees: 15+

Length of Permit: ☒ Annual ☐ Seasonal Operation

Hours of Operation: 6 AM To 9 PM

Days Closed Excluding Holidays: 0

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

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

DIANE COSTA

Allergen Awareness Certification (attach copy):

DIANE COSTA

Has your menu changed from last year? ☐ Yes ☐ No

If yes please attach copy of menu or provide description of food to be prepared and sold:

Section 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: 

Date: 12-6-19

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 _____



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: SAVON 3 the Sweet ESCAPE
Address: 316 Rt 6
City/State/Zip: Taunton 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: Hartford INS
Insurer's Address: ADP / 1Acp BLVD Roseland NJ 07068
City/State/Zip: _____

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 4-9-2020

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 12-6-2019

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 #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2019

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. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED SAVORY ON THE CAPE INC 316 ROUTE 6 TRURO MA 02666		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29424	

COVERAGES

CERTIFICATE NUMBER: [REDACTED]

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A N	[REDACTED]	04/09/2019	04/09/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 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: Nicole 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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TRURO FIRE RESCUE
Truro Public Safety Facility
344 Route 6 Truro, MA 02666

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: SAYON & the Sweet Escape

OWNER/MANAGER: Diane + Bill Costa

ADDRESS: 316 Route 6 Truro 02666

PHONE #: [REDACTED] NUMBER OF UNITS: 1

CONTACT PERSON: Diane or Bill Costa

ADDRESS: PO Box 690 02666

TESTING COMPANY: Long Point Electric Inc

TESTING ELECTRICIAN/TECHNICIAN: James J Meads JR.

COMPANY PHONE #: 5084872056 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: Heat & Smoke detectors

DATE OF CERTIFICATION: 12-6-19 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.

JAN 14 2019

RECEIVED BY:



Diane Costa attended a one hour training in "Anti-Choking Procedures for Food Establishments" as required by the Massachusetts Department of Public Health 105 CMK590.009. Included with this training was "Hands Only CPR" for adults and children. This training was conducted by the Cape Cod Medical Reserve Corps American Heart Association certified trained instructors.

This certificate is good for two years from the date of issuance.

Diana Gaumond

Diana R. Gaumond, RN, BSN, MPH
Director Cape Cod Medical Reserve Corps

Date: January 14, 2019

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).

15817640

CERTIFICATE NUMBER

5282

EXAM FORM NUMBER

11/20/2017

DATE OF EXAMINATION

11/20/2022

DATE OF EXPIRATION

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



#0655


Sherwin Brown
SVP, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Revision 2014 (M2017) and ILO Recommendation 202 (R202)
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National Restaurant Association and the ANS logo are trademarks of the National Restaurant Association.
This document cannot be reproduced or altered.
F4102903

4-1821

Contact us with questions at 175 W Jackson Blvd, Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org.

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: 508-487-2225

Invoice #26863

Issued 11/06/2019

Due 12/06/2019

Total \$645.00

SERVICE ADDRESS:

316 Route 6
Truro, MA 02666

For Services Rendered

SERVICE / PRODUCT	DESCRIPTION	QTY.	UNIT COST	TOTAL
11/05/2019				
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	\$465.00	\$465.00*
Deep Clean	Clean equipment as instructed.	1	\$180.00	\$180.00*

Pd ck 4972

* Non-taxable

Total \$645.00

Thank you for your business!

**FIRE EQUIPMENT
INCORPORATED****RALPH J. PERRY**
A DIVISION OF
FIRE EQUIPMENT, INC.

Protecting New England. Because so much is at stake.

MEDFORD • AGAWAM • HYANNIS • SMITHFIELD • MANCHESTER

Phone: 508-775-3473
www.ralphjerry.comFax: 508-775-6110
hyaservice@ralphjerry.com**INVOICE**

INVOICE #:	SIN094752
INVOICE DATE:	11/13/2019
DUE DATE:	12/13/2019

BILLING ADDRESS:SAVORY ON THE CAPE INC.
PO BOX 690
TRURO, MA 02666**SHIPPING ADDRESS:**Savory on the Cape Inc.
316 Route 6
Truro, MA 02666**WORK PERFORMED**

Inspected 6 extinguishers. Inspected range guard system with 7 links and 13 seals

CUSTOMER REFERENCE	WORK ORDER NUMBER	PURCHASE ORDER	WORK COMPLETED ON
savoryont	WO-00144289	T&M	11/13/2019

PRODUCT NAME	DESCRIPTION	QUANTITY	UNIT PRICE	NET VALUE
Manufacturer's 2.5% Tariff Surcharge	Manufacturer's 2.5% Tariff Surcharge	1.00	\$6.00	\$6.00
Range Guard Inspect	Range Guard Inspect	1.00	\$111.00	\$111.00
Fusible Links	Fusible Links	7.00	\$13.00	\$91.00
Nozzle Seals	Nozzle Seals	13.00	\$11.00	\$143.00
Inspection of Fire Extinguishers	Inspection of Fire Extinguishers	6.00	\$5.00	\$30.00
Pull Tamper Seals	Pull Tamper Seals	6.00	\$1.00	\$6.00
Portable Fire Extinguisher	1 - Annual - 426K - Kitchen Inspection	1.00	\$0.00	\$0.00

NET TOTAL:	\$387.00
TAX TOTAL:	\$15.01
INVOICE TOTAL:	\$402.01
OUTSTANDING TOTAL:	\$402.01

REMIT TO: FIRE EQUIPMENT INC • PO BOX 423 • READING, MA 01867-0623



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2019

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.

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PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		FAX (A/C. No): NAIC # 29424
INSURED SAVORY ON THE CAPE INC 316 ROUTE 6 TRURO MA 02666				

COVERAGES**CERTIFICATE NUMBER:** 1326637**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	04/09/2019	04/09/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 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: Nicole 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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Smoke exp: 10/21/20

RCVD 2019 NOV 26 AM 9:22
ADMINISTRATIVE OFFICE
TOWN OF TRURO**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: ebeebe@truro-ma.gov or adavis@truro-ma.gov**APPLICATION FOR FOOD SERVICE – COMMON VICTUALER**☐ New☒ RenewalHEALTH DEPARTMENT
TOWN OF TRURO**Section 1 – License Type**

DEC 02 2019

Type of License: ☒ Food Service☒ Common Victualer#2020-048
RECEIVED BY**Type of Food Service Establishment:**

- ☒
- Food Service (restaurant or take out)
-
- ☒
- Retail Food (commercially prepared foods)
-
- ☐
- Residential Kitchen
-
- ☐
- Bed & Breakfast w/Continental Breakfast

- ☒
- Catering
-
- ☐
- Manufacturer of Ice Cream/Frozen Dessert
-
- ☒
- Bakery

Section 2 – Business/Owner/Manager Information

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

Business Name: Salty Market LLCOwner Name: Ellen Altheus

Email Address: [REDACTED]

Mailing Address: 1 North Unionfield Rd. N. Truro

Phone No: [REDACTED] / 508 487 0711 (store)

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

Name: S. me

Email Address:

Mailing Address: Ce me

Phone No: [REDACTED]

24 Hour Emergency: [REDACTED]

Section 3 – Business Operation DetailsNumber of Seats: Inside: _____ Outside: _____ Number of Employees: 10Length of Permit: ☒ Annual ☐ Seasonal OperationHours of Operation: 7am To 9pm - Max season 8am - 7pm off seasonDays Closed Excluding Holidays: NoneIf Seasonal: Approximate Dates of Operation: 01/01/20 To 12/31/20

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

Elley Atkins Katie Silva

Allergen Awareness Certification (attach copy):

Elley Atkins

Has your menu changed from last year? ☐ Yes ☒ No

If yes please attach copy of menu or provide description of food to be prepared and sold:

Section 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:

[Signature]

Date:

11/21/19

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 _____



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: Salty Market
Address: 2 Highland Rd
City/State/Zip: N. Truro, MA 02652 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 10 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

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

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

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

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

Insurance Company Name: The Hartford
Insurer's Address: 3600 Wiseman Boulevard
City/State/Zip: San Antonio TX 78251
Policy # or Self-ins. Lic. #: [REDACTED] Expiration Date: 3/25/2020

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: 11/21/19
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 #: _____

CERTIFICATE OF LIABILITY INSURANCE

11/25/2019

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

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

PRODUCER KAPLANSKY INSURANCE AGENCY INC 08088753 PO BOX 267 NORTH TRURO MA 02652	CONTACT NAME: <table style="width: 100%;"> <tr> <td style="width: 50%;">PHONE (508) 487-6060 (A/C, No, Ext):</td> <td style="width: 50%;">FAX (508) 487-2040 (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (508) 487-6060 (A/C, No, Ext):	FAX (508) 487-2040 (A/C, No):	E-MAIL ADDRESS:	
PHONE (508) 487-6060 (A/C, No, Ext):	FAX (508) 487-2040 (A/C, No):				
E-MAIL ADDRESS:					
INSURED SALTY MARKET LLC PO BOX 992 NORTH TRURO MA 02652-0992	INSURER(S) AFFORDING COVERAGE				
	NAIC#				
	INSURER A : Hartford Insurance Company of the Midwest				
	INSURER B :				
	INSURER C :				
	INSURER D :				
INSURER E :					
INSURER F :					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	<input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	<input type="checkbox"/>							MED EXP (Any one person)	
	<input type="checkbox"/>							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	
	<input type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	
	<input type="checkbox"/>	OTHER:							
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/>	AUTOS	<input type="checkbox"/>						
	<input type="checkbox"/>								
	<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	
	<input type="checkbox"/>	DED <input type="checkbox"/>	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N						
	If yes, describe under DESCRIPTION OF OPERATIONS below								
			N/ A			03/25/2019	03/25/2020	E.L. EACH ACCIDENT	\$100,000
								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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

m
m
m
m
m MA 02652

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

ServSafe® CERTIFICATION

ELLERY ALTHAUS

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).

17361363

CERTIFICATE NUMBER

5405

EXAM FORM NUMBER

1/15/2019

DATE OF EXAMINATION

1/15/2024

DATE OF EXPIRATION

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



#0655

A handwritten signature in cursive script that reads 'Sherman Brown'.

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: ELLERY ALTHAUS

Certificate Number: 4171692

Date of Completion: 11/25/2019

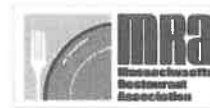
Date of Expiration: 11/25/2024



*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.marestaurantassoc.org

NATIONAL
RESTAURANT
ASSOCIATION®
800.765.2122
www.restaurant.org



East Coast Fire & Ventilation, Inc.

21 Patterson Brook Road, Suite G

West Wareham, MA 02576

888-436-5383

fax# 508-291-4593

accounting@eastcoastfire.net

Invoice

Invoice Date Invoice #

10/21/2019 2671102119

Terms

Due on receipt

Salty's Market
PO Box 992
N. Truro, MA 02652

Job location:

Salty's Market
2 Highland Road
North Truro, MA 02652

Customer Phone	Customer Contact	P.O. No.	Next Tentative Inspection Date	Technician
██████████	Ellery Altha - Owner		4/21/2020	Cam

Date	Qty	Item	Description	Amount
10/21/2019	1	A Inspection (Semi-annual)	Buckeye BFR-10	105.00
10/21/2019	5	A 360 Fusible Link	(5)	77.50T
10/21/2019	6	A Blow Off Cap - Rubber	(6)	58.50T
10/21/2019	0	A Miscellaneous	Pull station was blocked by refrigerator upon my arrival, informed chef to remove obstruction. Ports done by Perry in February.	0.00T
10/21/2019	1	A Fuel Service Charge		15.00
10/21/2019	1	Fan Service-Inspection	295.00- Inspect, Lubricate and Adjust all Fans as needed	295.00

www.eastcoastfire.net

A finance charge of 18% will be charged on all balances over 30 days from the invoice date.
All accounts over 45 days past due will result in C.O.D. terms only. There will be an additional \$50.00 finance charge on all returned checks.
*** We now accept Mastercard/Visa and AMEX!***

Subtotal \$551.00

Sales Tax (6.25%) \$8.50

Total \$559.50

Payments/Credits \$0.00

Balance Due \$559.50





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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME:

Sally Market

OWNER/MANAGER:

Ellen Adams

ADDRESS:

1 N. Unionfield Rd

PHONE #:

[REDACTED]

NUMBER OF UNITS:

X

CONTACT PERSON:

Same

ADDRESS:

[REDACTED]

TESTING COMPANY:

Mass Fire Protection Systems Inc

TESTING ELECTRICIAN/TECHNICIAN:

TERENCE O'SHEA

COMPANY PHONE #:

508790496

HOME PHONE #:

LICENSE #:

SC 004421

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:

12/6/19

BY:

Signature of Licensed Electrician

Terence O'Shea

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,

Number: 2020-048A

Fee \$75.00

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

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

Ellery Althaus & Claire Adams, mgrs., Salty Market LLC

Whose place of business is

2 Highland Rd

Type of business and any restrictions

Retail Food/Convenience Store

To operate a food establishment in

Truro

Permit Expires:

December 31, 2020

Date Issued:

December 5, 2019



Truro Board of Health Agent

Number: 2020-048C

Fee \$10.00

**Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666**

Bakery License

This is to Certify that

**Ellery Althaus & Claire Adams, mgrs., d/b/a Salty Market LLC
2 Highland Rd**

IS HEREBY GRANTED A LICENSE

For

a bakery

**This license is granted in conformity with the Statutes and ordinances relating thereto, and expires
December 31, 2020 unless sooner suspended or revoked.**

Date

December 5, 2019



Truro Board of Health Agent

Number: 2020-048B

Fee \$50.00

Town of Truro Board of Health

24 Town Hall Road, Truro, MA 02666

Permit To Operate As A Food Caterer

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

Ellery Althaus & Claire Adams, mgrs., d/b/a Salty Market LLC

Whose place of business is : 2 Highland Rd

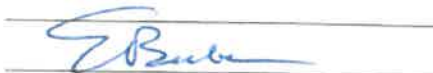
Type of business and any restrictions Food Caterer

To operate a food establishment in Truro

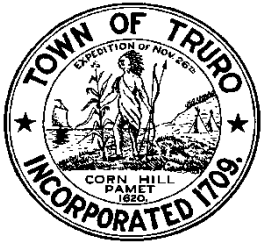
Permit Expires: December 31, 2020

Date Issued:

December 5, 2019



Truro Board of Health Agent



Consent Agenda Item: 6C

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration/Licensing

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: December 17, 2019

ITEM: Review and Approval of the 2019 ABCC (Alcoholic Beverages Control Commission)
Annual Report

EXPLANATION: In accordance with Chapter 138 § 10A of the Massachusetts General Laws, every city and town in the Commonwealth that issues retail alcohol licenses must submit an Annual Report for Alcoholic Beverage Licenses issued from their respective towns including the total numbers of licenses, fees, revenue generated and notice of any violations.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will be no report submitted from Truro. In accordance with MGL, the report must be submitted to the State prior to the February 15, 2020.

SUGGESTED ACTION: *MOTION TO approve the 2019 Annual Alcoholic Beverages Control Commission report for submission to the State.*

ATTACHMENTS:

1. 2019 Annual ABCC Report from Truro



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

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

December 17, 2019

The Alcoholic Beverage Control Commission
ATT: Ryan Melville
Licensing Supervisor
239 Causeway Street, 1st Floor
Boston, MA 02114

In accordance with Chapter 138 § 10A of the Massachusetts General Laws, we submit our 2019 Annual Report for Alcoholic Beverage Licenses issued in the Town of Truro:

Annual Report for 2019

Class of Licenses	Number Issued	Fee set	Revenue Collected
All Alcoholic Beverages - Restaurants			
Annual - <i>Montano's Restaurant</i>	1	\$1,650.00	\$1,650.00
Seasonal - <i>Blackfish, Highland Light Café, Terra Luna, Top Mast Café, Whitman House, Captain's Choice</i>	6	\$1,650.00	\$9,900.00
			\$11,550.00
All Alcoholic Beverages - Package Stores			
Annual - <i>Pamet Valley</i>	1	\$1,650.00	\$1,650.00
Seasonal - <i>Salty Market, Fullers'</i>	2	\$1,650.00	\$3,300.00
			\$4,950.00
All Alcoholic Beverages – General on Premises			
Annual	0	\$1,650.00	\$0.00
Seasonal - <i>Beach Point Health and Swim Club</i>	1	\$1,650.00	\$1650.00
			\$1650.00
Wine & Malt – General on Premises			
Annual	0	\$1,350.00	\$0.00
Seasonal - <i>Payomet</i>	1	\$1,350.00	\$1,350.00
			\$1,350.00
Wine & Malt - Restaurants			
Annual - <i>Chequessett Chocolate</i>	1	\$1,350.00	\$1,350.00
Seasonal - <i>Avenue D</i>	1	\$1,350.00	\$1,350.00
			\$2,700.00
Wine & Malt - Package Stores			
Annual	0	\$1,350.00	\$0.00
Seasonal - <i>Jams</i>	1	\$1,350.00	\$1,350.00
			\$1,350.00

Class of Licenses	Number Issued	Fee set	Revenue Collected
Club	0	\$200.00	\$0.00
Farm Winery Pouring License	1	\$200.00	\$200.00
Farm Distillery Pouring License	1	\$400.00	\$400.00
<i>(Truro Vineyards of Cape Cod)</i>			\$600.00
Special (One Day) All Alcoholic Beverages:	4	\$75.00	\$300.00*
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
Special (One Day) Wine and Malt:	3	\$50.00	\$150.00*
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
Special (One Day) Wine Only:	1	\$50.00	\$50.00
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
Farmers' Market License	0	\$25.00	\$0.00
			\$500.00
Total Revenue			<u>\$24, 650.00</u>

There were no violations in 2019.

Jan Worthington, Chair

Robert Weinstein

Kristen Reed, Clerk

Susan Areson

Select Board/Local Licensing Authorities
Town of Truro



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Shellfish Department

REQUESTOR: Tony Jackett, Harbormaster/ Shellfish Constable

REQUESTED MEETING DATE: December 17, 2019

ITEM: Aquaculture Shellfish License Renewals for Stephen Roderick

EXPLANATION: Steve Roderick (Grants #21-25) needs Select Board approval to continue to work on his shellfish grant which now qualifies for a five (5) year lease. Mr. Roderick is current with permits and fees and is in compliance with all rules and regulations.

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

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 issue an Aquaculture Development Area license to Stephen Roderick for a term of five (5) years beginning December 17, 2019 and ending December 17, 2024.*

ATTACHMENTS:

1. Roderick Shellfish License Renewal Application, Propagation permit, Current Aquaculture License and 2019 report.
2. Aquaculture Regulations

ADMINISTRATIVE OFFICE
TOWN OF TRURO

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

\$ PAID
#1934 \$125.00
12/2/19

AQUACULTURE LICENSE RENEWAL APPLICATION

NAME OF APPLICANT: STEPHEN RODRICKMAILING ADDRESS: PO BOX 814, TRURO MA 02666TELEPHONE: [REDACTED]EMAIL: [REDACTED]GRANT NUMBER/ SITE LOCATION: TRURO ADA GRANTS 21-25

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.

SITE MANAGED SAME AS BEFORE, FLOATING CAGES. WINTER OVER OF OYSTERS AT ADA ON BOTTOM.


SIGNATURE OF APPLICANTDec 2 2019
DATE

NGM Insurance Company
4601 Touchton Rd East Ste 3400
P.O. Box 16000
Jacksonville, FL 32245-6000

Report of Execution - Renewal

Thank you for choosing NGM Insurance Company for your Surety needs

Kaplansky Insurance
P O Box 267
North Truro, MA 02652

Agency Code: [REDACTED]
Bond Number: [REDACTED]
Bond Effective Date: 2/28/2019
Bond Expiration Date: 2/28/2020
Type of Renewal: Continuation Certificate

Principal:

Stephen Roderick
P.O. Box 814
Truro, MA 02666

Obligee:

Town of Truro
PO Box 2030
Truro, MA 02666

Type of Bond	Classification	Penalty Amt	Premium Amt	Comm Rate
Permit	Compliance	[REDACTED]	[REDACTED]	[REDACTED]
			TOTAL PREMIUM	[REDACTED]

Remarks:

Permit

BOND DEPARTMENT

AGENCY: [REDACTED] Kaplansky Insurance

CONTINUATION CERTIFICATE**BOND** [REDACTED]**Principal:**Stephen Roderick
P.O. Box 814

Truro, MA 02666

Obligee:Town of Truro
Town Offices
24 Town Hall Rd
Truro MA 02666**Bond Term in Months:** 12**Effective Date:** 2/28/2019**Expiration Date:** 2/28/2020**Penalty Amount:** [REDACTED]**Type of Bond:** Permit**Classification:** Compliance**Remarks:**

Permit

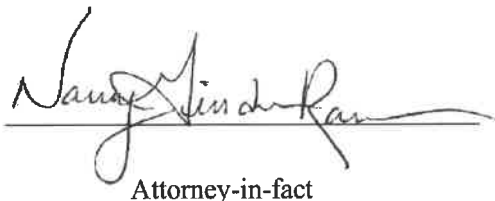
It is hereby agreed that the captioned numbered Bond is continued in force in the above amount for the period of the continued term stated above and is subject to all the covenants and conditions of said Bond.

This continuation shall be deemed a part of the original Bond, and not a new obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date".

NGM INSURANCE COMPANY

By:


Attorney-in-fact

This Continuation Certificate needs to be filed with the obligee. No other proof of renewal has been sent to any other party.

Direct Bill



David E. Pierce
Director

Commonwealth of Massachusetts

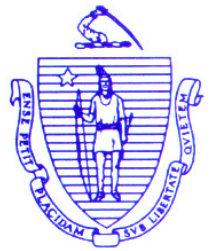
Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Charles D. Baker

Governor

Karyn E. Polito

Lieutenant Governor

Matthew A. Beaton

Secretary

Ronald Amidon

Commissioner

Private Aquaculture Permit No. 176189

Class 3

Type 1

FEE: \$10.00 ISSUED: 12/28/2018 EXPIRES: 12/31/2019

TO WHOM IT MAY CONCERN:

Pursuant to Paragraphs 2 and 3, Section 17; Sections 69, 75, 80 and 83 of Chapter 130 of the Massachusetts General Laws and 322 CMR 3.03; 6.05; 6.08; 6.10; 6.20; 7.01(4)(d) and 15.00, permission is hereby given, subject to the attached Shellfish Aquaculture Permit Conditions to:

STEPHEN P. RODERICK
CAPE COD WICKED GOOD OYSTERS
P.O. BOX 814
TRURO, MA 2666

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 the permit holders private shellfish aquaculture site, licensed under authority of Chapter 130, Section 57 of the Massachusetts General Laws; or at other locations authorized by endorsements made part of this permit. You must carry this permit while engaged in the activities this permit authorizes.

LOCATION OF AQUACULTURE SITE(S): TOWN(S): TRURO

SITE #: 2018-21, 22

DSGA: CCB4-PROVINCETOWN HARBOR

LOCATION: TRURO ADA

SITE(S) #: 2018-23, 24

DSGA: CCB4-PROVINCETOWN HARBOR

LOCATION: TRURO ADA

SITE(S) #: 2018-25

DSGA: CCB4-PROVINCETOWN HARBOR

LOCATION: TRURO ADA

A. GROW OUT AND SEED PURCHASES

SOURCE	SPECIES
MOOK	OYSTER
SMALLS MARINE FARM	OYSTER

SEE SPECIAL CONDITIONS

B. INTERMEDIATE GROWOUT

ON-SITE: N OFF-SITE: Y

TYPE: IN WATER

SPECIES: OYSTER

LOCATION: BENNETT PIER,
PROVINCETOWN. PAMET HARBOR, TRURO

C. OFF-SITE CULLING

OFF-SITE CULLING ALLOWED: Y

LOCATION: SEAGULL MOTEL RT 6A, TRURO

D. SEED SALES

SEED SALES ALLOWED: N

SEED SPECIES:

E. OFF-SITE OVERWINTERING

OVERWINTERING ALLOWED: N

METHOD:

LOCATION:

F. SPAT COLLECTION

SPAT COLLECTION ALLOWED: N

LOCATION:

METHOD:

H. SPECIAL CONDITIONS:

ALL SEED SOURCES LISTED ON THIS PERMIT MUST BE ADDED TO THE 2019 DIVISION OF MARINE FISHERIES APPROVED SOURCE LIST PRIOR TO YOU TAKING POSSESSION OF THE SEED. IF YOU WISH TO PURCHASE SEED FROM SOURCES NOT LISTED ON THIS PERMIT YOU MUST FIRST OBTAIN AUTHORIZATION FROM MARINE FISHERIES.

OYSTERS MUST BE REMOVED FROM UPWELLER PRIOR TO REACHING 25 MM IN SHELL LENGTH

Signature: _____

Approved by: _____

David E. Pierce
Director



This document is your Division of Marine Fisheries permit and receipt. Your Permit is not valid until you sign the Signature line above. You must carry this permit while engaged in the activities this permit authorizes.

CC TO:

SHELLFISH CONSTABLE(S): TRURO

DMF: J.M. HICKEY, T. SHIELDS, C. SCHILLACI, D. MCKIERNAN



RCVD 2019DEC2 AM10:04
ADMINISTRATIVE OFFICE
TOWN OF TRURO

TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

\$ PAID

ANNUAL AQUACULTURE LICENSE REPORT

GRANT HOLDER NAME: STEPHEN RODERICK

ADA GRANT LOCATION: 21-25

Amount and kind planted: Year 1 200,000, Year 2 120,000

Amount and kind harvested: 595 each Oysters

Amount and kind currently on site: +/- 200,000 LOSS DUE TO
STORM DAMAGES

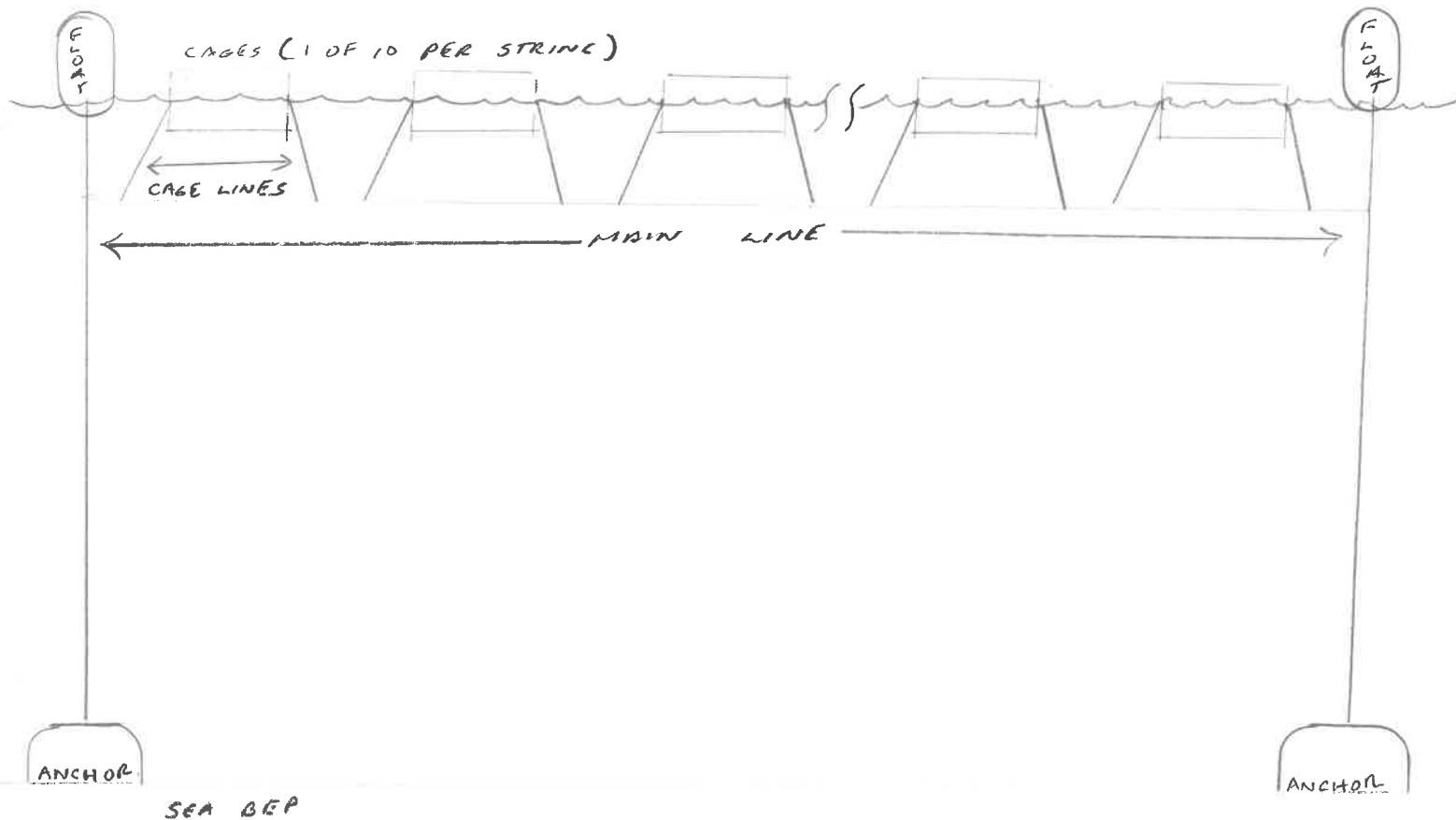
Signature of Grant Holder Stephen Roderick

Date: Dec 2 2019

The following coordinates will mark the boundaries of the requested grant areas.

Grant Area 21 NW: 42° 2' 49.26" N 70° 8' 20.16" W SW: 42° 2' 45.9" N 70° 8' 21.52" W NE: 42° 2' 48.908" N 70° 8' 18.588" W SE: 42° 2' 45.56" N 70° 8' 20.016" W	Grant Area 22 NW: 42° 2' 48.908" N 70° 8' 18.588" W SW: 42° 2' 45.56" N 70° 8' 20.016" W NE: 42° 2' 48.556" N 70° 8' 17.016" W SE: 42° 2' 45.22" N 70° 8' 18.512" W	Grant Area 23 VACANT NW: 42° 2' 48.556" N 70° 8' 17.016" W SW: 42° 2' 45.22" N 70° 8' 18.512" W NE: 42° 2' 48.204" N 70° 8' 15.444" W SE: 42° 2' 44.88" N 70° 8' 17.008" W
Grant Area 24 VACANT NW: 42° 2' 48.204" N 70° 8' 15.444" W SW: 42° 2' 44.88" N 70° 8' 17.008" W NE: 42° 2' 47.852" N 70° 8' 13.872" W W SE: 42° 2' 44.54" N 70° 8' 15.504"	Grant Area 25 VACANT NW: 42° 2' 47.852" N 70° 8' 13.872" W SW: 42° 2' 44.54" N 70° 8' 15.504" W NE: 42° 2' 47.5" N 70° 8' 12.3" W SE: 42° 2' 44.2" N 70° 8' 14" W	

The configuration will be similar to the existing floating cages systems currently in use. See sketch below for rough draft of OysterGro strings.



PROPOSED DEVELOPMENT PLAN

Upon receiving State and local approval and permits my intention is to use the OysterGro floating system in the same fashion as being used on some of the grants being farmed in Truro and Provincetown. Providing the process goes smoothly I would like to start aquaculture activities summer/fall 2018.

The floating cage system will remain in place throughout the year except for the obvious closed period from January to April due to Right Whale regulations. During the closed season the cages will be submerged to the bottom.

The first year I plan to set approximately 40-60 cages in 10 cage strings using the Vexar bags for size management of the Oysters. If positive results are observed the first season I intend on increasing to 100 cages for the second year. Future expansion will be determined after assessing survival rate, profitability, and available manpower. With the ultimate goal to maximize capacity to average 100 cages per acre.

In the future I would also explore opportunities with alternative species such as bay scallops.

In addition, I expect to consult with other grant holders as well as member of the shellfish department and work in a cooperative manner to best promote the sustainability of the program.



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

AQUACULTURE LICENSE

Grant Number: 2018 21-25

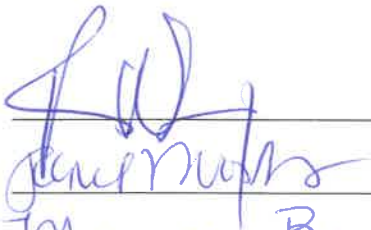
We, the Truro Board of Selectmen, in accordance with the provisions of Chapter 130 of the General Laws, and all other powers thereto enabling, do grant to Stephen Roderick of Truro, Massachusetts, for the term of 2 years, beginning February 14, 2018 and expiring December 31st, 2019 a license to plant, 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 #21-#25 (5 Acres) Coordinates:

NW 42° 2' 49.26" N / 70° 8' 20.16" W;
SW 42° 2' 45.9" N / 70° 8' 21.52" W;
NE 42° 2' 47.5" N / 70° 8' 12.3" W;
SE 42° 2' 44.2" N / 70° 8' 14" W

The above described parcel contains an area of 5 acres, more or less, and is shown on a plan dated December 12, 2017.

This license is granted under the provisions of MGL Chapter 130 and in accordance with the Aquaculture Regulations of the Town of Truro, the Conservation Commission Order of Conditions, and the conditions as noted in the correspondence from the US Army Corps of Engineers, and the Division of Marine Fisheries which are made a part hereof by reference and will be in compliance with any gear requirements that are promulgated by the Division of Marine Fisheries.



Maureen Burgess

Board of Selectmen
Town of Truro

February 13, 2018
Date of Approval

A. If the license site has been inactive for a period of more than two years the Harbor Master Shellfish Constable shall make an inspection of the license area together with the 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 Selectmen shall issue a license permit and license number in accordance with established regulations. Final location of the license is subject to decision by the Board.

10. In the event that an applicant is approved for a license, the initial period will be for two (2) growing seasons and expire on the 31st of December following the second growing season. The license holder 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. License renewals following the initial period may be applied for at anytime during year two. Established license holders with a five year period may apply for renewal at anytime during years four or five of the license period. License renewals following the initial two year period may be made for a period of five year period. 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 Harbor Master Shellfish Constable. All renewals shall be subject to approval by the Board of Selectmen with recommendations by the Harbor Master Shellfish Constable.

11. Annual reporting shall be completed on forms provided by the Harbor Master Shellfish Constable to each license holder on or before December 31 of each year for the previous year's effort. Within a reasonable amount of time, the Harbor Master Shellfish Constable shall review the license report submitted by the license holders and submit a copy of said report to the Board of Selectmen. The license holder shall produce documents at the request of the Harbor Master Shellfish Constable showing shellfish purchase and sales slips.

12. Each license shall be reviewed annually by the Board of Selectmen and the Harbor Master 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 deemed forfeited by the Board of Selectmen. 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.

DRAFT

**Truro Select Board Meeting
Tuesday, December 5, 2019
Truro Public Safety Facility**

Select Board Members Present: Janet Worthington, Chair; Susan Areson, Kristen Reed, Robert Weinstein

Present: Town Manager Rae Ann Palmer; Assistant Town Manager Kelly Sullivan-Clark

Chair Janet Worthington called the meeting to order at 2:35 p.m.

Town Manager Search and Job Description

Select Board members and the Town Manager reviewed the packet items, which included the Charter charges for the Town Manager; the September 2019 Town Manager Job Description; three job description updates by Select Board members; Solicitation of Price Quotations for Consulting Services for Recruitment and Selection of a Town Manager; Policy Memorandum #63 - Select Board's Powers of Appointment; and Provincetown's Community & Position Profile, a part of their Town Manager search.

Rae Ann Palmer, who had taken part in the Provincetown Town Manager search committee, discussed the merit of presenting a Truro profile for candidates to review. She and the Board discussed creating a similar profile for Truro and agreed to add one.

Ms. Palmer said that the Select Board needed to give her approval to solicit a consultant who would work with them on the job description. She has a list of names to contact and plans to advertise the request for quotes tomorrow. She anticipates having consultancy candidates ready for the Select Board's decision in January.

Once the consultant is hired, the Town Manager selection process should fall into place, Ms. Palmer said. Robert Weinstein said that preparing the town profile presented a good opportunity to articulate what the Select Board wants to continue or to correct. Rae Ann Palmer said she would give her top priorities more thought and present her recommendations as a future guide, but she immediately named environmental projects, housing, the future of the Fire Department and the new building/site for DPW as some of the big issues to be included. These might become the basis of a future meeting devoted to priorities, she said.

Rae Ann Palmer discussed some of Provincetown's search committee practices. She said that including Select Board members in the Truro search committee would be a good idea. She related how the Provincetown consultant lead the interview questions, but he did not ask the same questions of their candidates. She discussed how the consultant had narrowed down the candidates. Ms. Palmer had a suggestion for a possible outside member for the search committee. Ms. Palmer said that the drive-arounds are a helpful part of the selection process.

Reviewing the Town Manager job description, Robert Weinstein said that the role of the Select Board and the role of the Town Manager should be distinct. Board members questioned specific personnel items and years of experience under the *Qualifications* section. The next Town Manager will get a great Assistant Town Manager, Ms. Palmer declared.

Susan Areson questioned the Policy Memorandum changes on B-1, *Appointment of Employees*. Ms. Palmer explained the intention but agreed it could be revised to say “may” include Town employees.

Next Work Session

The next work session will be held on December 12, 2019 at 2:30 p.m. Agenda will include: Truro’s three to five priorities as the big issues to discuss with a consultant and candidates; and work on the composition of the search committee.

Adjournment

The meeting was adjourned at 4:07 p.m.

Respectfully submitted,

Mary Rogers, Secretary

Janet Worthington, Chair

Susan Areson

Kristen Reed, Clerk

Robert Weinstein**Public Records material of 12/5/19**

Packet on Town Manager Search and Job Description