



AMENDED

Truro Select Board Hybrid Meeting

Tuesday, October 22, 2024

Regular Meeting-5:00pm

Truro Town Hall, 24 Town Hall Road

REGULAR MEETING

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

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

This will be a hybrid (in-person *and* remote) meeting. Citizens can view the meeting on **Channel 8** in Truro and on the web on the "Truro TV Channel 8" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. **To provide comment during the meeting please call-in at 1-646-931-3860 and enter the following access code when prompted: 847 2078 2445 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser; <https://us02web.zoom.us/j/84720782445>**

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

1. PUBLIC COMMENT

2. PUBLIC HEARINGS - NONE

3. INTRODUCTION TO NEW EMPLOYEES - NONE

4. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Interview and Possible Appointment to the Community Preservation Committee: Ellen English (previously interviewed), Karen Ruymann

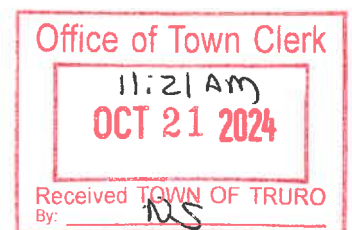
5. STAFF/ COMMITTEE UPDATES

- A. Part Time Resident Advisory Committee Update/ Presentation
Presenters: Co-Chairs, Phineas Baxandall and Stephen Duncombe

6. TABLED ITEMS – NONE

7. SELECT BOARD ACTION

- A. Review and Possible Approval of Amendment No. 1 to the Restated and Amendment Land Development Option Agreement
Presenter: Darrin Tangeman, Town Manager, and Attorney Katharine Klein, KP Law
- B. Vote to Execute Order of Taking of 296 Route 6, Truro, and Authorize Release of Funds from Dennis Family Gift Account
Presenter: Darrin Tangeman, Town Manager, and Attorney Katharine Klein, KP Law
- C. Review and Possible Approval of Conversion of Seasonal Condominium to Year-Round: Anchorage on the Bay



Presenter: Emily Beebe, Health and Conservation Agent

- D. Presentation and Discussion of Proposal on New Annual All Alcohol Pouring Liquor License: Salty Market Farmstand (2 Highland Rd, North Truro)

Presenter: Liam Rowland, Manager and Owner of Salty Market Farmstand

- E. Review and Approval of FY2026 Budget Guidance Letter and Budget Task Force Meeting Schedule

Presenter: Darrin Tangeman, Town Manager

- F. Review and Possible Approval of Allocation of Affordable Housing Trust Funds for Rental Assistance Program

Presenter: Betty Gallo, Truro Housing Authority Chair

- G. Review and Possible Approval of Contract for Rental Assistance Program

Presenter: Betty Gallo, Truro Housing Authority Chair

- H. Discussion and Possible Vote Requiring Town Manager to Notify the Select Board, via Select Board Chair, When Working Remotely for Two or More Consecutive Business Days

Presenter: Nancy Medoff, Select Board Clerk

- I. Discussion and Possible Vote to Hold a Public Education Plan on Water Resources

Presenter: Nancy Medoff, Select Board Clerk

- J. Review and Possible Support of Community Preservation Act Grant Application from Beach Advisory Committee and Commission on Disabilities for Accessible Recreation Improvements at Corn Hill Beach
Presenter: Ann Courtney, Beach Advisory Committee Chair, Hannah King and Amy Rogers, Commission on Disabilities Co-Chairs, and Stephanie Rein, Select Board Liaison

- K. Review and Approve Future Public Works Facility Owner's Project Manager Contract with Environmental Partners Group

Presenter: Darrin Tangeman, Town Manager, and Jarrod Cabral, Public Works Director

- L. Review and Direct Energy Committee to Pursue a Grant for National Electric Vehicle Infrastructure Formula Program and Review and Direct Energy and Climate Action Committees to Pursue a Grant for Municipal Vulnerability Preparedness Program

Presenter: Bob Higgins-Steele and Brian Boyle, Energy Committee Co-Chairs

8. REPORTS

- A. Select Board Reports/Comments
B. Town Manager Report

9. **CONSENT AGENDA**

- A. Review/Approve and Authorize Signature:

1. Items for the November 5, 2024 Election
2. Support for Truro Housing Authority Community Preservation Act Grant
3. FY24 CDBG Grant Administration Contract with Bailey Boyd Associates
4. Water Service Application: 43 Shore Road
5. Truro Police Employees Federation MassCOPS Memorandum of Agreement (detail rate change)

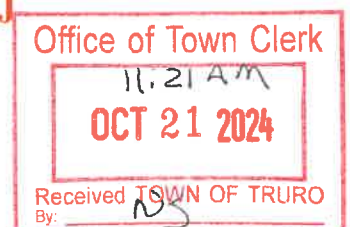
- B. Review and Approve Appointment Renewals: None

- C. Review and Approve 2025 Annual Business Licenses: None

- D. Review and Approve Select Board Meeting Minutes: None

10. Next Meeting Agenda: October 29, 2024 at 3:30 pm: Work Session (Town Manager Evaluation); Regular Meeting: November 12, 2024

***Agenda amended for wording to Select Board Action Item 7I and 7J**





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: October 22, 2024

ITEM: Interview and Possible Appointment to the Community Preservation Committee: Ellen English (previously interviewed), Karen Ruymann

EXPLANATION: The Community Preservation Committee has one Member-At-Large full vacancy available. Two citizens have submitted applications to serve. One applicant, Ellen English, was interviewed at the October 8 Select Board meeting and Karen Ruymann is available for an interview at the October 22 Select Board meeting.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Community Preservation Committee will continue to have this vacancy unfilled.

SUGGESTED ACTION: *Motion to appoint _____ to the Community Preservation Committee for a three-year term which will expire June 30, 2027.*

ATTACHMENTS:

1. Application to Serve-Karen Ruymann
2. Application to Serve-Ellen English

Applicant Information

Last Name *

Raymann

First Name *

Karen

Middle Initial

M.

Email Address *

(in the format email@host.com)

Phone Number *

ext.

Address (Street) *

2 Bay View Dr.

Address (City) *

N. Truro

Address (State) *

MA

Address (Zip Code) *

02652

Mailing Address (Please indicate box number and zip code)

PO Box 283, 02652

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

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

☒ Yes

☐ No

Board/ Committee Information

What Board/ Committee Are You Applying For? *

CPC

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

Please see attachment.

Have you attended a meeting of the committee listed above? *

☐ Yes

☒ No

Have you read the charge of the committee? *

☒ Yes

☐ No

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

☒ Yes

Both Co-Chairs

☐ No

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

Please see attachment.

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

Please see attachment.

Experience

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

Please see attachment.

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

Please see attachment

Please attach your resume here if you would like to include one (not required)

Upload File...

Signature *

Rae MacDonald Ryan

Date *

8/5/24



clear

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

I have been involved in Truro community life as an advocate for our Water Resources for nearly 5 years. During that time, I have gotten to know many of our Townspeople very well and become keenly aware of the needs of many of our residents. The CPC is a mechanism by which Townspeople benefit in a manner that enhances both our personal and corporate lives. I want to be a part of a Committee with a direct and positive impact on this town. I firmly believe in the mission of the CPA and the four planks guiding funding:

- Open Space – including passive recreation
- Historic Preservation
- Community Housing
- Outdoor Recreation

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

I listened to the SB session in which they outlined their Goals and Objectives for the coming year and laud the new Board for their commitment to listen to their constituents and respond in a timely manner.

In a sit-down meeting last week with both Chairs of the CPC, I asked each to relay their favorite part of serving on this Committee and the most difficult. For both, their favorite included making a huge difference in the lives of citizens, helping to bring to life projects that preserve the history and character of this Town, and they exuded confidence in the Committee's ability to help fund future needs. Both chairs noted that the hardest part of serving on this Committee is an occasional lack of responsiveness to their follow-up emails and calls to Town Hall, noting that sometimes the lag on fund distribution can be as much as a year. They wish to ensure that money that has been approved by voters for projects is distributed in a timely fashion, timeliness being a plank of the Select Board's Goals and Objectives.

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

My parents raised me to be a team player; my Dad and I cared for two other member of our family who faced significant challenges. I learned early on that cooperation, understanding, kindness, and follow-through were imperative to my family's health.

I spent my career as a Professor at the Boston Conservatory and Berklee School of Music. Working with musicians involves constant deep listening. What you hear with your ears represents an auditory moment, but it also represents the cumulative state of the performer: their joys, sadnesses, illnesses, loneliness, anxiety, or deepest hopes and dreams. The work phase of my life is over, but I use these teaching skills in my volunteer work as a neighborhood organizer and board member.

A. I have served on several boards in my life:

- 1) I have been serving on the Board of Directors for the Juventas New Music Ensemble since 2018. Juventas bring audiences music from a diverse array of living composers who respond to the social issues of our time. I have taken on leadership roles on both the Fund-raising Committee and on the Board Recruitment Committee. During my tenure we have quadrupled our annual giving and expanded our Board by 100%. Our Board members are collectively tasked with audience building. When I started, we could count on 75 folks attending one of our three concerts each season. For our 25th anniversary celebration next year, we will have 9 mainstage concerts, 6 secondary site repeat concerts, 15 free community concerts, and will continue live-streaming all mainstage concerts. During the pandemic, when EVERYTHING was shuttered, the collective ingenuity and social commitment of the entire Juventas Family allowed us to reach 31,000 international listeners, more than Boston Celebrity Series, (we have 3% of their budget!) Because of my lifetime experience as a practicing musician and professor for most of my career, I also help the Musicians' Committee vet the over 2,000 pieces submitted annually during our "call for new scores." The many levels of my involvement with Juventas require skill, persistence, and the ability to work creatively with fellow Board members, composers, musicians, and donors.
- 2) The Board of Fellows at Gettysburg College – a group of dynamic mid-career professionals tasked with creatively expanding the programming of the Board of Trustees. One of the initiatives I was most proud of was led by the College Chaplain. We launched a successful outreach and sister city program entitle "Gettysburg, Leon" (Nicaragua). We laid the groundwork for dozens of projects to be accomplished by successive generations of students over the past 40 years that support education, health care, small-scale agriculture, and the arts. Our group was integral in founding an orphanage.
- 3) I served on the very first Board of Directors for the newly founded Sunderman Conservatory at Gettysburg College, where we set policy, devised governance frameworks, and allocated funds for programming and scholarships.
- 4) One year ago, I was elected to the Board of Directors for the Pamet Harbor Club where I now serve as Co-Chair of the Social Committee, sit on the Capital Improvement Committee, and am the sole member of the Sustainability Committee. In the past year, we have quadrupled our social offerings, updated two bathrooms, and made the switch from plastic disposable tableware to re-usable metal, glass, and ceramic ware.

B. I am one of the founders and the Lead Editor of the *Pond Village Voice*, a quarterly neighborhood (non-political) e-newsletter that focuses on educating Villagers on how individual homeowners can improve the health of the Pond and its watershed. We also inform neighbors and visitors about local businesses, relay the history of the Pond and its homes, spotlight interesting people, and promote upcoming events in our neighborhood. We have 160 subscribers and are publishing our 21st issue next week.

C. I am one of the founders and organizers of the Friends of the Village Pond Watershed, a group whose mission is dedicated to protecting and preserving the natural beauty and health of the Village Pond through collaboration, education, advocacy, and science. Two years ago we joined the Cape Cod Pond Networks, (CCPN) and last year - the CCC Freshwater Initiative. I am one of

the three representatives from the Friends of the Village Pond attending and contributing to these important meetings that are planning strategies to insure the future health of our 750 Ponds here on Cape Cod.

- D. I was also an integral part of the multi-year TCT effort to raise funds which eventually totaled in the millions of dollars for the Pond Village Preserve, during which we undertook acquisition project to establish the now 40 acre Preserve. Most recently I played a small role in aiding with strategy and solicitations for the "Save the Village Chapel" project.

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

All of these volunteer positions and organizing initiatives have required me to engage in financial problem-solving, promote long-range planning, encourage creative and cooperative community exchange, and repeatedly assume leadership. My open and welcoming demeanor inspires people to join creative projects. I believe that my serving on this Committee would energize some new Townspeople to take better advantage of what CPC funding could offer them. Most who know me understand that I strive to engage many voices, galvanize team members with cooperative strategies, and most often lead a group towards creative solutions. I am known for creating something out of nothing and for accomplishing tasks. I follow through until the deal is done!

Application to Serve on a Board or Committee

Agenda Item: 4A2

Applicant Information

Last Name	English
First Name	Ellen
Middle Initial	C
Email Address	
Phone Number	
Address (Street)	21 Pond Rd.
Address (City)	N. Truro
Address (State)	MA
Address (Zip Code)	02652
Mailing Address (Please indicate box number and zip code)	PO Box 432, North Truro, MA 02652

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

Are you a full-time resident of Truro?

☒ Yes ☐ No

Are you registered to vote in Truro?

☒ Yes ☐ No

BOARD PRESIDENT
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Board/ Committee Information

What Board/ Committee Are You Applying For?

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

I feel a deep connection to the history of Truro. I spent every summer at our house on Pond Road, eventually becoming a 6 month resident and now I am here full time. I was a recipient (with others) of a CPC mini grant to create and install panels on the history of Pond Village and the Cold Storage Plant/Fishing Industry. Realizing that many people did not know this rich history, we felt we had to make a record of it. I am also on the Board of the Truro Historical Society, and it gives me joy to share the history of the town with visitors.

Have you attended a meeting of the committee listed above?

☐ Yes ☒ No

Have you read the charge of the committee?

☐ Yes ☒ No

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

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

No

Experience

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

I am on the Board at the Truro Historical Society and I also work with several Pond Village residents to take steps to preserve the health of the Village Pond. This has taken the form of several potluck events and even a Fishing Derby for kids.

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

In addition to my interest in the history of Truro, I have a background in grant writing. For most of my professional life, grant writing has been either a part of my job or has been the job itself - for a number of years I was an independent grant writer. Many of the grants I wrote were in the affordable housing and community development area. I have also worked on grants in the field of microcredit and provision of services for those in need.

Signature

Ellen English

Date

07/24/2024



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: October 22, 2024

PRESENTER: Phinneas Baxandall and Stephen Duncombe, Co-Chairs of Part-Time Resident Advisory Committee

ITEM: Part-Time Resident Advisory Committee Update/Presentation

EXPLANATION: The Part-Time Resident Advisory Committee Co-Chairs will present to the Select Board on the Committee's work to date, including the themes from the August 20, 2024 Part-Time Residents Listening Session.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: None-presentation only.

ATTACHMENTS:

1. Part-Time Resident Advisory Committee Report

Agenda Item: 5A1

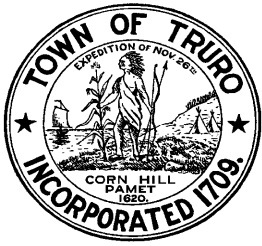
Themes from August 20, 2024 Part-Time Resident Advisory Committee Listening Session

On August 20, 2024, the Truro Part-Time Resident Advisory Committee (the “Committee”) held its first public listening session at the Truro Community Center. The summary below reflects the key themes expressed by the approximately 25 participants, who included both part- and full-time residents:

- There is perceived to be a divide between part-time and full-time residents of Truro. This divide needs to be addressed. Some full-time residents of Truro were previously part-time residents. Full-time residents welcome the presence and contributions of part-time residents.
- There is confusion over the function of the Committee and its remit; how the Committee differs from the Truro Part-Time Resident Taxpayers’ Association (“TPRTA”); and how the Committee will work with the Truro Select Board going forward. Participants expressed concern about the Committee’s ability to meaningfully engage with, contribute to and influence Select Board decision-making so that it adequately reflects the views of part-time residents. Meetings between the Committee and Select Board should be more than annual.
- In addition to clarifying the role of the Committee, there is a need to identify ways to promote engagement by part-time residents with the Committee. Turnout at the listening session was low. The Town and Committee need to better communicate the mission of the Committee and how part-time residents can provide input to it. Listening sessions should be more than annual, and part-time residents need to know that Committee meetings are open to the public.
- There is also confusion about who is included in the category of “part-time resident,” and therefore confusion about who the Committee advocates for. One participant who is a long-term part-time renter in Truro asked if they were welcomed at the listening session and in the community.
- One way for part-time residents to further engage in Town decision-making is to participate in the non-regulatory Town Committees. If part-time residents participate actively in those committees, it also may help to demonstrate that part-time residents should be able to serve on the Town’s regulatory committees (which are currently only open to full-time residents).
- There is support for the Truro Talks newsletter. It plays an important role in improving transparency about what is happening in Truro, and also helps to promote a sense of community. However, more needs to be done to improve communications and transparency about the Town and Select Board’s decision-making and plans to part-time residents.
- There is also support for affordable housing in Truro, which should help to alleviate some of the challenges Truro faces, including limited access to healthcare (see below) and traffic on Route 6.

- There is significant concern about the availability of healthcare in Truro, in particular for older residents. This concern relates both to the proximity of a hospital and in terms of the availability of people who can provide in-home health services.
- There is concern about increases in expenses for home rentals. There is also concern in relation to other costs imposed by the Town; one participant suggested in this regard that water testing should be required every five years rather than every year.
- There is concern about the increase in “private beaches” and closed access to community spaces, in particular in relation to Truro’s bayside beaches.
- In relation to South Highland Road, there are questions about the plan for the houses that were recently moved there to accommodate seasonal town workers—specifically, about the timeframe to refurbish the houses and whether the houses contain asbestos. There is also concern about the speed of traffic on South Highland Road.
- Finally, there is a need for greater clarity about who is eligible to vote in Truro and who is not. Eligibility to vote should not be perceived as an arbitrary decision, and instead, the rules on eligibility should be clear, objective and effectively communicated.

Submitted by the members of the Truro Part-Time Resident Advisory Committee



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: October 22, 2024

ITEM: Review and Possible Approval of Amendment No. 1 to the Restated and Amended Land Development Option Agreement

EXPLANATION: Community Housing Resource, Inc., is required to have site control of the Cloverleaf property as part of the funding requirements for the property. To that end, Town Counsel Katie Klein of KP Law worked with Counsel for Community Housing Resource, Inc. to prepare an amendment to the amended and restated land development option agreement in concert, as the existing land development option agreement (initially signed in September 2019) has expired.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The developer will not be able to demonstrate site control and will not be eligible for DHCD funding.

SUGGESTED ACTION: *MOTION TO approve and electronically sign Amendment No. 1 to the Restated and Amended Land Development Option Agreement as prepared.*

ATTACHMENTS:

1. Amendment No. 1 to the Restated and Amended Cloverleaf Land Development Option Agreement

AMENDMENT NO. 1 TO LAND DEVELOPMENT OPTION AGREEMENT

This Amendment No. 1 to Amended and Restated Land Development Option Agreement is made effective as of the ____ day of October, 2024, by and between Town of Truro (the “Town”) and Community Housing Resource, Inc. (the “Developer”).

Reference is hereby made to a certain Amended and Restated Land Development Option Agreement dated as of September 13, 2022 by and between the Town and the Developer (the “Agreement”) regarding a plan to develop certain property in Truro, Massachusetts (the “Property”), all as more particularly described in the Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

In connection with the timing needs of the Project, the Town and Developer have agreed to extend certain performance dates set forth in the Agreement and make certain other modifications to the Agreement, all as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer agree as follows:

1. The Agreement shall be amended to delete the first two sentences of Section 1.1 in their entirety and substitute the following new sentences at the beginning of Section 1.1 in its place:

The Town hereby grants to the Developer the exclusive right and option (the “Option”) throughout the Option Period (as defined below) to enter into the Ground Lease on the terms set forth below and subject to the Lease Contingencies (as defined below). The “Option Period” means the period of time beginning with the date of this Agreement and ending at 4 p.m. on December 31, 2024.

2. The Agreement shall be amended to delete Section 1.3 in its entirety and substitute the following new Section 1.3 in its place:

“1.3 Use of the Premises. The Developer will use the Premises for the sole purpose of constructing and operating the Project, including forty-three (43) residential units thereon and renting the income levels required hereby. The units shall consist of twenty-two (22) one-bedroom units, seventeen (17) two-bedroom units and four (4) three-bedroom units, as approved by the Zoning Board of Appeals, and further detailed in the Schedule of Units set forth in Exhibit D.”

3. The Agreement shall be further amended to delete the existing Exhibit D and replace it with the Exhibit D attached hereto.
4. Section 1.4(d) of the Agreement shall be amended to reflect that “not less than six (6) units shall be rented to persons earning no more than thirty percent (30%) of AMI, not less than twenty-nine (29) units shall be rented to persons having an income of no more than sixty percent (60%) of AMI, no fewer than four (4) units shall be rented to persons

having an income of no more than one hundred percent (100%) of AMI, and the remaining four (4) units will have no income restrictions (the “market rate units”)....”

5. Section 1.5 of the Agreement shall be amended to reflect that the period for Developer to satisfy the Lease Contingencies shall be extended to December 31, 2024.
6. Exhibit E of the Agreement shall be amended to delete the Chapter 40B Comprehensive Permit attached and substitute the Comprehensive Permit as amended which is attached hereto.

In all other respects, the Agreement shall remain unmodified and in full force and effect.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first above written.

TOWN OF TRURO,
By its Select Board

DEVELOPER:
Community Housing Resource, Inc.

Susan Areson, Chair

By: _____
Name: Edward Malone
Title: President and Treasurer

Robert Weinstein, Vice Chair

Nancy Medoff, Clerk

Stephanie Rein, Member

Susant Girard-Irwin, Member

Exhibit D
Schedule of Units

Units by Size		
	units	Ave Net SF
0 BR	-	-
1 BR	22	694
2 BR	17	1,013
3 BR	4	1,411
4 BR	-	-
unused BR	-	-
<i>Total/Ave</i>	<i>43</i>	<i>887</i>

Units by Tier Name		
	units	Ave Net SF
Below 30% AMI (6	868
Below 60%	29	783
Below 100%	4	1,163
Market Unit	4	1,390
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
<i>Total</i>	<i>43</i>	<i>887</i>

Exhibit E
Comprehensive Permit



Zoning Board of Appeals

Town of Truro

24 Town Hall Road
Truro, MA 02666
(508) 349-7004

AMENDMENTS TO COMPREHENSIVE PERMIT

Cloverleaf Rental Housing

Case Reference No.: 2024-001/ZBA (40B)

(Original Case Reference 2019-008/ZBA)

Atlas Map 36, Parcel 238

Address: 22 Highland Road

**Title Reference: Barnstable County Registry of Deeds Title Reference Book 30796, Page 289
Barnstable County Registry of Deeds Plan Book 672, Page 31**

Applicant: Community Housing Resource, Inc.

Meeting Date: January 22, 2024

Decision Date: January 22, 2024

Motion to approve project changes to Cloverleaf Rental Housing Comprehensive Permit as insubstantial, including change from 39 to 43 units; changes in site plan; and Notice of Project Changes dated January 12, 2024, including waivers.

Vote: 5-0

**Sitting: Chris Lucy, Chair; Darrell Shedd, Vice Chair; Art Hultin; Nancy Medoff;
Dave Crocker**

Board Vote at the January 22, 2024 Meeting:

Motion by M. Shedd; Second by M. Medoff. Vote was 5-0 in favor.

In Favor of the Motion: Chris Lucy, Chair; Darrell Shedd, Vice Chair; Art Hultin;
Nancy Medoff; Dave Crocker

This Decision reflects the Board's approval, as "insubstantial," certain revisions to the Cloverleaf project contained in the Notice of Project Change submitted by the Applicant pursuant to 760 CMR 56.05(11). Within twenty days of receiving the Notice of Project Change, the Board reviewed the proposed project changes under the standards contained in 760 CMR 56.07(4), resulting in its finding of "insubstantial change." Pursuant to 760 CMR 56.05(11), the changes contained in the Notice of Project Change are incorporated into the Comprehensive Permit issued by the Board on January 14, 2021. Those parts of the Comprehensive Permit affected by the Notice

A true copy, attest
ETH

of Project Change have been amended as described below; all other provisions, conditions and requirements of the Comprehensive Permit dated January 14, 2021 remain in effect.

The materials submitted by the Applicant (listed below) were considered by the Board in reviewing the proposed project changes pursuant to CMR 56.05(11) and 760 CMR 56.07(4). The Site Plan, all Plans for Building 22, and the Building 21 Basement Floor Plan, all dated January 10, 2024, supersede the corresponding Plans referenced in the Comprehensive Permit. All other Plans referenced in the Comprehensive Permit ("Plans of Record," see Condition 3) remain operative, and the Project shall conform to these Plans.

Project Change Documents:

- Notice of Project Change Cover Letter from Peter L. Freeman, Esq. dated January 15, 2024
- Table of Contents/Exhibits
- "Site Plan, Cloverleaf Truro Rental Housing, Notice of Project Change, 22 Highland Road, Truro, MA" as Prepared for Community Housing Resource, Inc. by J.M. O'Reilly & Associates, Inc., dated January 10, 2024, Scale As Noted
- "Cloverleaf Truro Rental Housing Building 22 – Type F (Units 22-A, 22-B, 22-C, 22-D, 22-E, 22-F, & 22-G, Truro, Massachusetts, Notice of Project Change" by Spring Hill Design, dated January 10, 2024
- "Basement Floor Plan, Cloverleaf Rental Housing Building 22: Units 22-A, 22-B, 22-C, 22-D, 22-E, & 22-F Truro, MA" by Spring Hill Design, dated January 10, 2024, Scale 1/4"= 1'-0", Drawing A1.0
- "First Floor Plan, Cloverleaf Rental Housing Building 22: Units 22-A, 22-B, 22-C, 22-D, 22-E, & 22-F Truro, MA" by Spring Hill Design, dated January 10, 2024, Scale 1/4"= 1'-0", Drawing A1.1
- "Second Floor Plan, Cloverleaf Rental Housing Building 22: Units 22-A, 22-B, 22-C, 22-D, 22-E, & 22-F Truro, MA" by Spring Hill Design, dated January 10, 2024, Scale 1/4"= 1'-0", Drawing A1.2
- "Roof Plan, Cloverleaf Rental Housing Building 22: Units 22-A, 22-B, 22-C, 22-D, 22-E, & 22-F Truro, MA" by Spring Hill Design, dated January 10, 2024, Scale 1/4"= 1'-0", Drawing A1.3
- "Front and Rear Elevations, Cloverleaf Rental Housing Building 22: Units 22-A, 22-B, 22-C, 22-D, 22-E, & 22-F Truro, MA" by Spring Hill Design, dated January 10, 2024, Scale 1/4"= 1'-0", Drawing A2.1
- "Left and Right Side Elevations, Cloverleaf Rental Housing Building 22: Units 22-A, 22-B, 22-C, 22-D, 22-E, & 22-F Truro, MA" by Spring Hill Design, dated January 10, 2024, Scale 1/4"= 1'-0", Drawing A2.2
- "Cloverleaf Truro Rental Housing Building Type E Unit 21, Truro, Massachusetts, Notice of Project Change" by Spring Hill Design, dated January 10, 2024
- "Basement Floor Plan, Cloverleaf Truro Rental Housing, Cloverleaf Building Type E: Unit 21, Truro, Massachusetts 02666" by Spring Hill Design, dated January 10, 2024, Scale 1/4"= 1'-0", Drawing A1.0

- “Rear Elevation, Cloverleaf Truro Rental Housing, Cloverleaf Building Type E: Unit 21, Truro, Massachusetts 02666” by Spring Hill Design, dated January 10, 2024, Scale 1/4”= 1’-0”, Drawing A1.0
- Notice of Project Change Narratives:
 - EXHIBIT 4a: Unit Mix Affordability Comparison to ZBA Decision
 - EXHIBIT 4b: Regarding Waivers Granted in ZBA Decision
 - EXHIBIT 4c: Regarding Other Considerations
- Unit Mix Description Detail – NOPC – tentative subject to funding sources

Original Comprehensive Permit Documents (for comparison):

- “Illustrated Site Plan, Cloverleaf Truro Rental Housing” from 40B Application November 6, 2019, dated October 21, 2019
- “Site Plan – 40B Permit Set, Cloverleaf Drive, Off Highland Road, Truro, MA” as Prepared for Community Housing Resource, Inc. by J.M. O’Reilly & Associates, Inc., dated November 1, 2019, Scale As Noted
- “Site Plan, 22 Highland Road, Truro, MA” as Prepared for Cloverleaf Truro Rental Housing, Community Housing Resource, Inc. by J.M. O’Reilly & Associates, Inc., dated November 1, 2019, Scale As Noted
- “Sewage-Drainage Site Plan – 40B Permit Set, 22 Highland Road, Truro, MA” as Prepared for Cloverleaf Truro Rental Housing, Community Housing Resource, Inc. by J.M. O’Reilly & Associates, Inc., dated November 1, 2019, Scale As Noted
- “Cloverleaf Truro Rental Housing Building 22–24 and 23–25 (Mirrored), Truro, Massachusetts” by Spring Hill Design, dated September 4, 2020
- “Building Height Calculations, Cloverleaf Building 22–24 and 23–25 (Mirrored), Cloverleaf Truro Rental Housing” by Spring Hill Design, dated September 4, 2020, Scale 1/8”= 1’-0”, Drawing A0.1
- “Basement Floor Plan, Cloverleaf Building 22–24 and 23–25 (Mirrored), Cloverleaf Truro Rental Housing” by Spring Hill Design, dated September 4, 2020, Scale 1/8”= 1’-0”, Drawing A1.0
- “First Floor Plan, Cloverleaf Building 22–24 and 23–25 (Mirrored), Cloverleaf Truro Rental Housing” by Spring Hill Design, dated September 4, 2020, Scale 1/8”= 1’-0”, Drawing A1.1
- “Second Floor and Roof Plans, Cloverleaf Building 22–24 and 23–25 (Mirrored), Cloverleaf Truro Rental Housing” by Spring Hill Design, dated September 4, 2020, Scale 1/8”= 1’-0”, Drawing A1.2
- “Front and Back Elevations, Cloverleaf Building 22–24 and 23–25 (Mirrored), Cloverleaf Truro Rental Housing” by Spring Hill Design, dated September 4, 2020, Scale 1/8”= 1’-0”, Drawing A2.1
- “Side Elevations, Cloverleaf Building 22–24 and 23–25 (Mirrored), Cloverleaf Truro Rental Housing” by Spring Hill Design, dated September 4, 2020, Scale 1/8”= 1’-0”, Drawing A2.2

- “Cloverleaf Truro Rental Housing Building 21, Truro, Massachusetts” by Spring Hill Design, dated September 17, 2020
- “Basement Floor Plan, Cloverleaf Building 21, Cloverleaf Truro Rental Housing” by Spring Hill Design, dated September 17, 2020, Scale 1/8”= 1’-0”, Drawing A1.0
- “Front and Back Elevations, Cloverleaf Building 21, Cloverleaf Truro Rental Housing” by Spring Hill Design, dated September 17, 2020, Scale 1/8”= 1’-0”, Drawing A2.1
- Unit Mix Description Detail consistent with 40B Decision of January 14, 2021
- EXHIBIT D – Tabulation of Buildings and Units [from 40B Application]
- Condition 19 Affordability Mix Table Existing and Proposed

Project Changes/Amendments to Comprehensive Permit

1. The total number of units in the project is increased from thirty-nine (39) to forty-three (43) units. Page 3 and Condition 18 of the Comprehensive Permit are modified accordingly.
2. The number of units in the apartment building (Building 21) is increased from fifteen (15) to sixteen (16), with the additional unit located in the basement level of the Building. Page 3 and Condition 18 of the Comprehensive Permit are modified accordingly. See “Basement Floor Plan, Cloverleaf Truro Rental Housing, Cloverleaf Building Type E: Unit 21,” above.

The total number of bedrooms in the Project will not change, due to reconfiguration of units.

3. The two duplex buildings at the rear of the parcel (22-24 and 23-25) are combined into a single building, to be known as Building 22. Three additional units will be located in Building 22, for a total of seven (7) units. The Project as revised will consist of twelve buildings. Page 3 and Condition 18 of the Comprehensive Permit are modified accordingly. See Site Plan dated January 10, 2024 and Building 22 plans dated January 10, 2024, above.
4. Four additional parking spaces will be added between Building 21 and the new seven-unit Building 22. In total, there will be 87 spaces for the 43 units, conforming to the Zoning Bylaw requirement of two spaces per unit. See Site Plan dated January 10, 2024, above.
5. The unit mix (of affordability levels) is modified from the distribution required by the Comprehensive Permit to the following:

Of the forty-three units, thirty-one will be affordable to individuals/households earning below 80% of Area Median Income (AMI); of these thirty-one units, six will be affordable to individuals/households earning up to 30% of AMI, and twenty-five will be affordable to households earning up to 80% of AMI. Four units will be available to households earning between 80% and 100% of AMI; four units will be unrestricted/market rate; and four units will be allocated as warranted by funding sources.

Pages 3-4 and Condition 19 of the Comprehensive Permit are modified accordingly.

Modifications to Decision on Waivers (Appendix B to Comprehensive Permit)

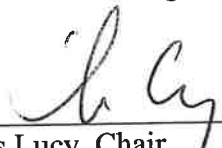
The waivers in Appendix B are modified as follows:

Section 50: Area and Height Regulations: A waiver is granted to construct 43 dwelling units on the project parcel.

Section 50.1.A: Dimensional Requirements: A waiver is granted to construct Building 22 with side yard setback of 21 feet (25 feet required). The new Building 22 does not require a waiver with respect to number of stories, as long as it is constructed at two stories pursuant to Zoning Bylaw definition. The new Building 22 is granted a waiver with respect to building height, at 36' 11" (30 feet maximum).


Section 50.2: Building Gross Floor Area for the Residential District. A waiver is granted to allow a Total Gross Floor Area of 49,608 square feet.

All other waivers granted in Appendix B to the Comprehensive Permit remain unchanged.


Chris Lucy, Chair

1/31/24
Date

Received, Office of the Town Clerk:


Signature

1/31/24
Date

I hereby certify that this decision was filed with the Office of the Town Clerk on 1/31/24 and 20 (twenty) days have elapsed since the date of filing, and:

☒ No Appeal has been filed.

☐ An Appeal has been filed and received in this office on: _____


Signature

2/21/24
Date

NOTE: Any person aggrieved by a decision of the Zoning Board of Appeals may appeal to the Superior or Land Court by bringing action within twenty days after the decision has been filed with the Town Clerk of Truro. (Massachusetts General Laws, Chapter 40A, §17)

THE COPY OF THIS DECISION PROVIDED BY THE TOWN CLERK MUST BE FILED WITH THE REGISTER OF DEEDS OF BARNSTABLE COUNTY BY THE APPLICANT.



Zoning Board of Appeals

Town of Truro

24 Town Hall Road

Truro, MA 02666

(508) 349-7004

SECOND AMENDMENTS TO COMPREHENSIVE PERMIT

Cloverleaf Rental Housing

Case Reference No.: 2024-005/ZBA (40B)

(Original Case Reference 2019-008/ZBA)

(First Amendments Case Reference 2024-001/ZBA)

Atlas Map 36, Parcel 238

Address: 22 Highland Road

Title Reference: Barnstable County Registry of Deeds Title Reference Book 30796, Page 289
Barnstable County Registry of Deeds Plan Book 672, Page 31

Applicant: Community Housing Resource, Inc.

Meeting Date: June 24, 2024

Decision Date: June 24, 2024

Motion to: approve, as insubstantial, requested changes to the Cloverleaf Rental Housing project as requested in the Notice of Project Change 2 dated June 17, 2024, including (1) a revised unit mix (affordability) as requested in the Notice of Project Change 2, with additional language requiring notice to the Board of any further changes to the unit mix; (2) modifications to the project Site Plan (including combination of Buildings 1-3 and 5-7, and 2-4 and 6-8); Planting Plans, and Landscape Plans.

Vote: 5-0

Sitting: Chris Lucy, Chair; Darrell Shedd, Vice Chair; Art Hultin; Dave Crocker;
Russ Braun

Board Vote at the June 24, 2024 Meeting:

Motion by C. Lucy; Second by M. Crocker. Vote was 5-0 in favor.

In Favor of the Motion: Chris Lucy, Chair; Darrell Shedd, Vice Chair; Art Hultin;
Dave Crocker; Russ Braun

This Decision reflects the Board's approval, as "insubstantial," certain revisions to the Cloverleaf project contained in the Notice of Project Change 2 submitted by the Applicant pursuant to 760 CMR 56.05(11). Within twenty days of receiving the Notice of Project Change, the Board

A true copy, attest
[Signature]

reviewed the proposed project changes under the standards contained in 760 CMR 56.07(4), resulting in its finding of "insubstantial change." Pursuant to 760 CMR 56.05(11), the changes contained in the Notice of Project Change 2 are incorporated into the original Comprehensive Permit issued by the Board on January 14, 2021, as amended by the Board in a Decision dated January 31, 2024 pursuant to the Applicant's first Notice of Project Change. Those parts of the original Comprehensive Permit, as amended by the January 31, 2024 Decision, affected by the Notice of Project Change 2 have been amended as described below; all other provisions, conditions and requirements of the Comprehensive Permit dated January 14, 2021, as amended by the January 31, 2024 Decision, remain in effect.

The materials submitted by the Applicant (listed below) were considered by the Board in reviewing the proposed project changes pursuant to CMR 56.05(11) and 760 CMR 56.07(4). The Site Plan dated June 17, 2024; the Plans for Buildings 1-3-5-7 and 2-4-6-8; and the Planting Plans and Landscape Plans, all dated June 13, 2024 and June 24, 2024 as applicable, supersede the corresponding Plans referenced in the original Comprehensive Permit, as amended by the January 31, 2024 Decision. All other Plans referenced in the original Comprehensive Permit, as amended by the January 31, 2024 Decision ("Plans of Record," see Condition 3 of the Original Comprehensive Permit) remain operative, and the Project shall conform to these Plans.

Amendment #2 Project Change Documents:

- Notice of Project Change 2 Cover Letter from Peter L. Freeman, Esq. dated June 17, 2024
- Notice of Project Change 2 Narratives:
 - EXHIBIT 4a.2: Unit Mix Affordability Comparison to ZBA Decision
- Building 1-3-5-7 – Average Grade Chart and Building 2-4-6-8 – Average Grade Chart
- “Site Plan, Cloverleaf Truro Rental Housing, Notice of Project Change – #2, 22 Highland Road, Truro, MA” as Prepared for Community Housing Resource, Inc. by J.M. O’Reilly & Associates, Inc., dated June 17, 2024, Scale As Noted
- “Fine Grading Plan Enlargement 1, Cloverleaf – Truro, 22 Highland Road, Truro, MA” as Prepared for CHR (Community Housing Resource) by Amenta Emma Architects, dated June 13, 2024, Scale 1” = 20’-0”, Plan L2.01
- “Fine Grading Plan Enlargement 2, Cloverleaf – Truro, 22 Highland Road, Truro, MA” as Prepared for CHR (Community Housing Resource) by Amenta Emma Architects, dated June 13, 2024, Scale 1” = 20’-0”, Plan L2.02
- “Planting Plan Enlargement 1, Cloverleaf – Truro, 22 Highland Road, Truro, MA” as Prepared for CHR (Community Housing Resource) by Amenta Emma Architects, dated June 13, 2024, Scale 1” = 20’-0”, Plan L3.01
- “Planting Plan Enlargement 2, Cloverleaf – Truro, 22 Highland Road, Truro, MA” as Prepared for CHR (Community Housing Resource) by Amenta Emma Architects, dated June 13, 2024, Scale 1” = 20’-0”, Plan L3.02
- “Landscape Details: (1) Groundcover & Perennials, Scale 1/2” = 1’-0”, (2) Shrub Planting, Scale 1/2” = 1’-0”, (3) Tree Planting, Scale 1/2” = 1’-0”; Cloverleaf – Truro, 22 Highland Road, Truro, MA” as Prepared for CHR (Community Housing Resource) by Amenta Emma Architects, dated June 13, 2024, Scale 1” = 20’-0”, Plan L4.01

Supplemental to Amendment #2 Project Change Documents:

- Notice of Project Change 2 Narratives:
 - EXHIBIT 4c.2: Regarding Other Considerations
- “A-1.0 – Buildings 2-4-6-8 – Lower Level, Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 3/16” = 1’-0”, Stamped
- “A-1.1 – Building 2-4-6-8 – Main Level, Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 3/16” = 1’-0”, Stamped
- “A-1.2 – Building 2-4-6-8 – Upper Level, Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 3/16” = 1’-0”, Stamped
- “A-1.3 – Building 2-4-6-8 – Roof Level, Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 3/16” = 1’-0”, Stamped
- “A-2.1 – Building 2-4-6-8 – Elevations: (1) Bldg 2-4-6-8 – East Elevation, (2) Bldg 2-4-6-8 – North Elevation; Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 1/8” = 1’-0”, Stamped
- “A-2.2 – Building 2-4-6-8 – Elevations: (1) Bldg 2-4-6-8 – West Elevation, (2) Bldg 2-4-6-8 – South Elevation; Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 1/8” = 1’-0”, Stamped
- “B-1.0 – Building 1-3-5-7 – Lower Level, Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 3/16” = 1’-0”, Stamped
- “B-1.1 – Building 1-3-5-7 – Main Level, Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 3/16” = 1’-0”, Stamped
- “B-1.2 – Building 1-3-5-7 – Upper Level, Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 3/16” = 1’-0”, Stamped
- “B-1.3 – Building 1-3-5-7 – Roof Level, Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 3/16” = 1’-0”, Stamped
- “B-2.1 – Building 1-3-5-7 – Elevations: (1) 2-4-6-8 – East Elevation, (2) 2-4-6-8 – South Elevation; Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 1/8” = 1’-0”, Stamped
- “B-2.2 – Building 1-3-5-7 – Elevations: (1) 2-4-6-8 – North Elevation, (2) 2-4-6-8 – West Elevation; Cloverleaf” by Amenta Emma Architects, dated June 24, 2024, Scale 1/8” = 1’-0”, Stamped

Project Changes/Amendments to Comprehensive Permit (as amended by Decision dated January 31, 2024)

1. The duplex buildings 2-4 and 6-8 at the front of the project to the west of the driveway are combined into a single building to be known as Building 2-4-6-8. The duplex buildings 1-3 and 5-7 at the front of the project to the east of the driveway are combined into a single building to be known as Building 1-3-5-7. The Project as revised will consist of ten buildings. Page 3 and Condition 18 of the original Comprehensive Permit, and page 4 of the Amended Decision are modified accordingly. See Site Plan dated June 17, 2024 and building plans for Buildings 1-3-5-7 and 2-4-6-8 dated June 17, 2024 and June 24, 2024 above. Neither the total number of units nor the total number of bedrooms in the Project will change.

2. The unit mix (of affordability levels) is modified from the distribution required by the Amended Comprehensive Permit to the following:

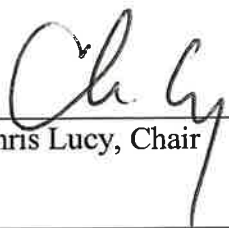
Of the forty-three units, six will be affordable to individuals/households earning up to 30% of the Area Median Income (AMI); twenty-nine (29) will be affordable to individuals/households earning up to 80% AMI, but most of this category will be limited to individuals/households earning up to 60% AMI at initial occupancy; four will be affordable to households earning between 80% and 100% of AMI; and four units will be market rate. However, the foregoing distribution is subject to the approval of the Subsidizing Agency and may be changed in accordance with the requirements of the subsidizing agency. Such further changes do not require the approval of the Board, but the Applicant shall inform the Board of any revisions to the distribution.

Pages 3-4 and Condition 19 of the original Comprehensive Permit, and Condition 5 of the Amended Comprehensive Permit are modified accordingly.

3. Certain amenities, such as an outdoor exercise area and EV charging stations, have been added to the project. The location of parking spaces for Buildings 1-3-5-7 and 2-4-6-8 have been adjusted to accommodate revised grading. The location of parking spaces and sidewalks at Buildings 21 and 22 have also been adjusted to accommodate revised grading. In addition, updated landscape and planting plans for the project site have been submitted. See Site Plan dated June 17, 2024; Planting Plans dated June 13, 2024; and Landscape Plans dated June 13, 2024, above. These plans supersede all Site Plans, Planting Plans, and Landscape Plans previously approved by the Board.

Waivers (Appendix B to original Comprehensive Permit)
as amended by Decision dated January 31, 2024

All waivers granted in Appendix B to the original Comprehensive Permit, as amended by the Board's Decision dated January 31, 2024, remain unchanged. No additional waivers are granted.


Chris Lucy, Chair

6/27/2024
Date

Received, Office of the Town Clerk:



Signature

7/1/24
Date

I hereby certify that this decision was filed with the Office of the Town Clerk on 7/1/24 and 20 (twenty) days have elapsed since the date of filing, and:

☒ No Appeal has been filed.

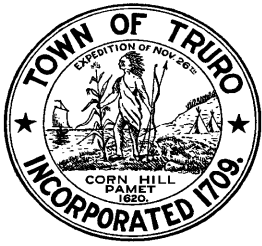
☐ An Appeal has been filed and received in this office on: _____


Signature

7/29/24
Date

NOTE: Any person aggrieved by a decision of the Zoning Board of Appeals may appeal to the Superior or Land Court by bringing action within twenty days after the decision has been filed with the Town Clerk of Truro. (Massachusetts General Laws, Chapter 40A, §17)

THE COPY OF THIS DECISION PROVIDED BY THE TOWN CLERK MUST BE FILED WITH THE REGISTER OF DEEDS OF BARNSTABLE COUNTY BY THE APPLICANT.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: October 22, 2024

PRESENTER: Darrin Tangeman, Town Manager, and Attorney Katharine Klein, KP Law

ITEM: Vote to Execute Order of Taking of 296 Route 6, Truro, and Authorize Release of Funds from Dennis Family Gift Account

EXPLANATION: At the May 4, 2024 Annual Town Meeting (Article 11), Town Meeting voters authorized the Select Board to acquire by gift, purchase, eminent domain, or otherwise, a parcel of land consisting of 1.01 acres, more or less, with the improvements thereon, located at 296 Route 6 in Truro, identified as Assessor's Map 43-116-0, described in a deed recorded with the Barnstable County Registry of Deeds in Book 2793, Page 228, for the purpose of developing affordable housing, including, but not limited to, workforce housing, and for the purpose of conveyance and/or lease to further the foregoing; and that to pay costs of this acquisition, including the payment of all costs incidental and related thereto, One Million Six Hundred Thousand Dollars (\$1,600,000.00) shall be transferred from the Dennis Family Fund. The Select Board is authorized to enter into all agreements and take any and all actions as may be necessary or convenient to accomplish the foregoing purposes.

To pursue the taking, the Board will need to vote to execute the Order of Taking and will need to release the Dennis Family Gift Account Funds to pay the associated costs. Attorney Katharine Klein of KP Law will be present to answer questions related to the Taking. Attorney Klein will provide a motion at the meeting which may need to reflect the amount of back taxes as of 10/22/2024 owed to the Town of Truro by the present owner of 296 Route 6.

FINANCIAL SOURCE (IF APPLICABLE): Dennis Family Fund

IMPACT IF NOT APPROVED: The Taking will not be executed in accordance with the will of Town Meeting.

SUGGESTED ACTION: *MOTION TO BE OFFERED BY ATTORNEY KLEIN DURING MEETING.*

ATTACHMENTS:

1. Certified Vote- Annual Town Meeting May 4, 2024, Article 11
2. Order of Taking- 296 Route 6

**ANNUAL TOWN MEETING- DAY TWO
TRURO CENTRAL SCHOOL BALLFIELD
Sunday, May 5, 2024**

Article 11 as Written: Acquisition of Truro Motor Inn with Debt Exclusion Contingency

To see if the Town will vote to authorize the Select Board to acquire by gift, purchase, eminent domain, or otherwise, a parcel of land consisting of 1.01 acres, more or less, with the improvements thereon, located at 296 Route 6 in Truro, identified as Assessor's Map 43-116-0, described in a deed recorded with the Barnstable County Registry of Deeds in Book 2793, Page 228, for the purpose of developing affordable housing, including, but not limited to, workforce housing, and for the purpose of conveyance and/or lease to further the foregoing, and for general municipal purposes; and to raise and appropriate, transfer from available funds, or borrow a sum of money for said acquisition, including all costs incidental and related thereto; and to authorize the Select Board to enter into all agreements and take any and all actions as may be necessary or convenient to accomplish the foregoing purposes, provided that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts needed to repay any bonds or notes issued pursuant to this vote from the limitations imposed by G.L c.59, §21C (Proposition 2 ½) or take any other action thereto.

Requested by the Select Board

Article 11 Motion as Amended:

I move that the Town authorizes the Select Board to acquire by gift, purchase, eminent domain, or otherwise, a parcel of land consisting of 1.01 acres, more or less, with the improvements thereon, located at 296 Route 6 in Truro, identified as Assessor's Map 43-116-0, described in a deed recorded with the Barnstable County Registry of Deeds in Book 2793, Page 228, for the purpose of developing affordable housing, including, but not limited to, workforce housing, and for the purpose of conveyance and/or lease to further the foregoing; and that to pay costs of this acquisition, including the payment of all costs incidental and related thereto, One Million Six Hundred Thousand Dollars (\$1,600,000.00) shall be transferred from the Dennis Family Fund. The Select Board is authorized to enter into all agreements and take any and all actions as may be necessary or convenient to accomplish the foregoing purposes.

Article 11: Moved and seconded to approve Article 11 as amended. Article 11 passes by a 2/3 vote, as declared by the Moderator.

A true copy, attest:



*Elisabeth Verde
Town Clerk, Town of Truro
October 2, 2024*



COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

TOWN OF TRURO

ORDER OF TAKING

At a regularly convened meeting of the Select Board of the Town of Truro (the “Town”) held on this 22nd day of October, 2024, it was voted and ordered as follows:

The Select Board of the Town of Truro, duly appointed, qualified, and acting pursuant to the vote taken under Article 11 of the May 5, 2024 Annual Town Meeting, a certified copy of which is attached hereto and incorporated herein, G.L. Chapter 79, and any and every other power and authority hereunto enabling, hereby takes, on behalf of the Town, the fee in and to a parcel of land, containing 1.01 acres, more or less, and the improvements thereon, located at 296 Route 6, Truro, Barnstable County, Massachusetts (Assessor’s Parcel 43-116-0) (the “Premises”), for the purposes of developing affordable housing, including but not limited to, workforce housing, and for the purpose of conveyance and/or lease to further the foregoing purposes.

Said Premises are owned or supposed to be owned by those persons identified on Exhibit A, which persons are referred to hereafter as the Owner or Owners. If in any instance the name of any Owner is not correctly stated, the names of the supposed Owners being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an Owner or Owners unknown to us.

Damages are awarded in the amount set forth on Exhibit B to the Owner or Owners of the Premises in accordance with the provisions of G.L. c. 79, §6, as amended, and to any other person or corporation having an interest therein.

Betterments are not to be assessed under this taking.

[Signature Page Follows]

IN WITNESS WHEREOF, the members of the Select Board of the Town of Truro, set our hands and seals on this 22nd day of October, 2024.

TOWN OF TRURO,
By its Select Board

Susan Areson, Chair

Robert Weinstein, Vice Chair

Nancy Medoff, Clerk

Stephanie Rein, Member

Susan Girard-Irwin, Member

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 22nd day of October, 2024, before me, the undersigned notary public, personally appeared _____, member of the Truro Select Board, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Notary Public
My Commission Expires:

EXHIBIT A

Owner

Owner: Estate of Daniel R. DelGizzi

Property Address: 296 Route 6, Truro, Massachusetts

Owner's Address: c/o David J. DelGizzi, 3 Bittersweet Lane, Weston, MA 02493

Deed Reference: Barnstable County Registry of Deeds, Book 2793, Page 228

Owner: David J. DelGizzi

Property Address: 296 Route 6, Truro, Massachusetts

Owner's Address: 3 Bittersweet Lane, Weston, MA 02493

Deed Reference: Barnstable County Registry of Deeds, Book 2793, Page 228

Owner: Dana Mathew DelGizzi

Property Address: 296 Route 6, Truro, Massachusetts

Owner's Address: 73 Ranchero Road, Bell Canyon, CA 91307

Deed Reference: Barnstable County Registry of Deeds, Book 2793, Page 228

EXHIBIT B

Owner and Damages Award

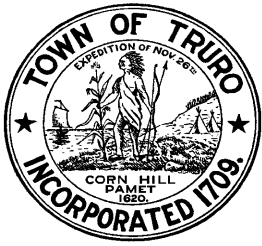
Owner: Estate of Daniel R. DelGizzi

Property Address: 296 Route 6, Truro, Massachusetts

Owner's Address: c/o David J. DelGizzi, 3 Bittersweet Lane, Weston, MA 02493

Deed Reference: Barnstable County Registry of Deeds, Book 2793, Page 228

Damages Award: \$1,600,000



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Health Department

REQUESTOR: Emily Beebe-Health and Conservation Agent

REQUESTED MEETING DATE: October 22, 2024

ITEM: Conversion of seasonal condominium to year-round: Anchorage on the Bay Condominium, 596 Shore Road

EXPLANATION: This seasonal condominium association has completed the process that allows the Town to release the seasonal use restrictions. This property has 14 units, and a total of 27 bedrooms.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Units will remain seasonal

SUGGESTED ACTION: *Motion to approve the Conversion of Anchorage on the Bay Condominium from Seasonal to Year-Round and Authorize the Select Board to Wet Sign the Release From Declaration of Covenant.*

ATTACHMENTS:

1. Completed Step 2 form
2. Release of Covenant
3. Trustee's Certificates

Step 2:

Condominium Conversion Application *Cash*

PAID \$150.00

Date: 8/16/22
Establishment Name: Anchorage on the Bay
Property Address: 596 Shore Rd.
Mailing Address: PO Box A. Raynham MA 02767
Designated representatives: James M Guskir
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

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: 14 Units

Bedrooms 26 27

Unit #'s Going Year-Round: 7 13 JR

Unit #'s Staying Seasonal: 6

SB NOTE:
ANNUALLY LICENSED
FOR 14 UNITS & 27 BR
ARE NOTED
ON THE MASTER
DEED.

Proposed number of: _____ Units _____ Bedrooms _____

James M Guskir
Applicant Signature

8/16/22
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)

(EXISTING)

approved: Russell

Building Commissioner

date

9.30.24

☒ Septic Plan (if required by Health Dept.)

*NO NEW PLAN
REQUIRED*

approved: SBabe

Health Agent

date

9/23/24

☒ Current Septic System Inspection Report

3/21/2022

date

year of installation

☒ Property Compliance Checklist from Step 1 – Pre Application

Comments of the Health Agent

✓ 3 Sep. Septic Systems on-site 2 installed 1994, 1 in 1999.

✓ Housing Inspections initiated in Aug 2022, issues completed/documental April 2024.

Sammy Bube

Health Agent

9/23/2024

date

Comments of the Building Commissioner

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

Subject to Select BOARD APPROVAL

[Signature]

Building Commissioner

10-1-24

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

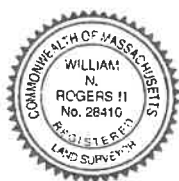
date

* NOTE: REMOVE EXISTING ISLANDS PER BLDG INST INSTRUCTIONS.

UTILITY POLE

OUTLINE OF EXISTING HOTEL BUILDING TO BE REMOVED.

CAROLE M. YEAGER
(No. 606 SHORE ROAD)



William N. Rogers II, P.E., P.L.S.
NOVEMBER 10, 1998

EDGE OF PAVEMENT

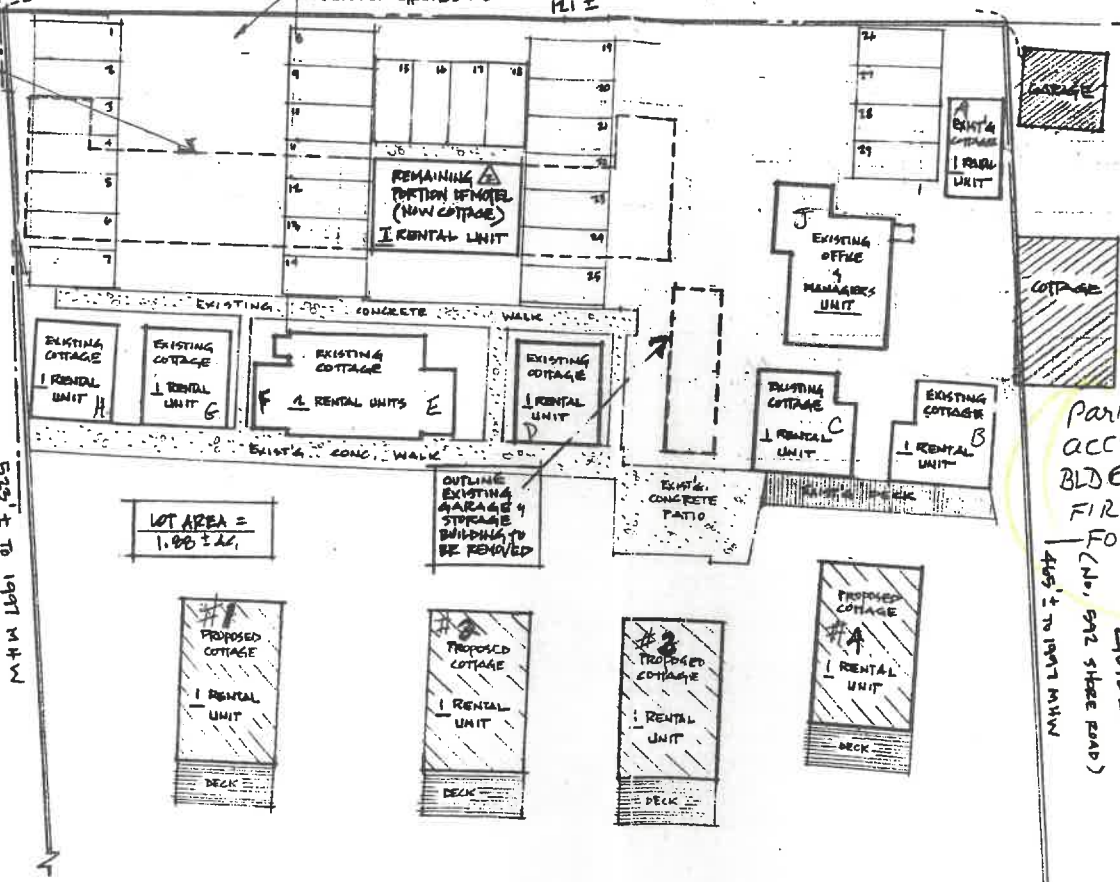
SHORE ROAD (RT. 1A)
TOWN WAY 50 FT WIDE

POST & RAIL FENCE

EXIST'G GRAVEL

POST & RAIL FENCE

UTILITY POLE



LOT AREA = 1.88 ± AC.

OUTLINE EXISTING GARAGE & STORAGE BUILDING TO BE REMOVED

EXIST'G CONCRETE PATIO

PROPOSED COTTAGE

1 RENTAL UNIT

DECK

PROPOSED COTTAGE

1 RENTAL UNIT

DECK

PROPOSED COTTAGE

1 RENTAL UNIT

DECK

PROPOSED COTTAGE

1 RENTAL UNIT

DECK

CALCULATIONS:

1. EXISTING MOTEL:

- A. HOTEL BLDG. REMAINING (COTTAGE) = 1 UNIT
- B. (7) EXIST'G COTTAGES = 8 UNITS
- C. MANAGER'S UNIT/OFFICE
- D. (4) PROPOSED COTTAGES = 4 UNITS
- E. TOTAL UNITS = 13 UNITS

2. PARKING REQUIRMENTS:

- A. 13 UNITS X 2 / UNIT = 26 SPACES
- B. MANAGER'S UNIT = 1 SPACE
- TOTAL = 27 SPACES

- 27 SPACES PROVIDED = 27 SPACES REQ'D.

* PER TOWN OF TRURO REGULATIONS

10' = TYPICAL 9' X 20' PARKING SPACE

UTILITY POLE

BUILDING DEPARTMENT
TOWN OF TRURO

APR 23 1999

RECEIVED BY

Parking Plan
accepted by
BLDG DEPT and
FIRE DEPT
FOR CONDO
PURPOSES
KENNETH H.
GUILD
(No. 592 SHORE ROAD)
405' ± TO 1997 M.W.

REVISED: APRIL 23, 1999

REVISED: NOV. 16, 1998

SCALE OF FEET
1" = 20'

PLAN OF LAND
IN
NORTH TRURO
DEPICTING

PROPOSED PARKING
LOCATED AT

"THE ANCHORAGE"
(No. 596 SHORE ROAD)

SCALE: 1" = 30' NOV, 1998

WILLIAM N. ROGERS
PROFESSIONAL

CIVIL ENGINEERS & LAND SURVEYORS
OFF. CEMETERY ROAD, PROVINCETOWN, MA.

T-98-1558 B

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this ____ day of _____, 2024, by and between **The Anchorage on the Bay Condominium Trust** (the “Trust”), established pursuant to G.L. c. 183A by a Master Deed recorded with the Barnstable Registry of Deeds in Book 13113, Page 237, as may be amended, on July 6, 2000, and a Declaration of Trust recorded with said Registry of Deeds in Book 13113, Page 269, as may be amended, with even date, having an address of 596 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 “Covenant”), dated June 9, 1999, recorded with the Barnstable Registry of Deeds in Book 13113, Page 229.

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 be 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 Trust** desire to terminate the Seasonal Restriction as to the Condominium.

NOW, THEREFORE, the Town and **the Trust**, 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 13113, Page 229 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.

TOWN OF TRURO,
By Its Select Board

Susan Areson, Chair

Robert Weinstein, Vice Chair

Nancy Medoff, Clerk

Stephanie Rein, Member

Susan Girard Irwin, Member

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, member of the Truro 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:

The Anchorage on the Bay Condominium Trust

Trustee's Certificate

We, the undersigned, being a majority of the Trustees of The Anchorage on the Bay Condominium Trust, under Declaration of Trust dated June 23, 2000 and recorded on July 6, 2000 with the Barnstable County Registry of Deeds in book 13113, page 269 (the "Condominium Trust"), do hereby certify, in accordance with the provisions of Massachusetts General Laws, Chapter 183A, Section 10(n) and pursuant to the Article III, Section 1 of the Condominium Trust, that the following individuals are the current Trustees of the Trust and that they have been appointed to serve in such positions and that by signing below, each of the elected Trustees hereby accepts their respective appointment as Trustees: September 14, 2024.

Stacey Kane

James Schimanski

Henry Stoll

Larre Fisher

STATE/COMMONWEALTH OF _____

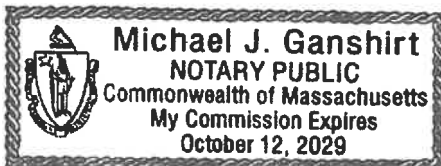
Plymouth, ss.
October 10, 2024

Date: October 10, 2024

On this 10th day October, 2024, before me, the undersigned notary public, personally appeared Henry W. Stoll, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its purpose.

Michael J. Ganshirt - Michael J. Ganshirt
Notary Public


Exp: 10/12/2029



COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

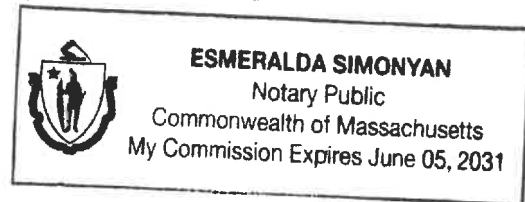
On this 30th day of September, 2024, before me, the undersigned notary public, personally appeared Stacey Kane, Trustee, proved to me through satisfactory evidence of identification, which was MASS DL to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of the Anchorage on the Bay Condominium.



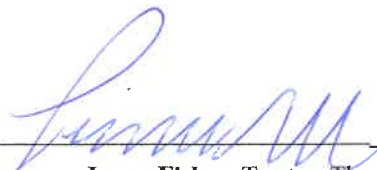
Stacey Kane, Trustee, The Anchorage on
the Bay Condominium Trustee



Notary Public
My Commission Expires:



Condominium.

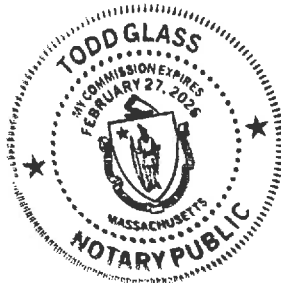


Larre Fisher, Trustee, The
Anchorage on the Bay Condominium
Trustee



Notary Public

My Commission Expires: February 27, 2026



Norfolk

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 3 day of October, 2024, before me, the undersigned notary public, personally appeared Lawrence Fisher, Trustee, 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 acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of the Anchorage on the Bay Condominium.

James Schimanski, Trustee, The
Anchorage on the Bay Condominium
Trustee

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 Anchorage on the Bay Condominium.


OCT 02 2024

RECEIVED BY:

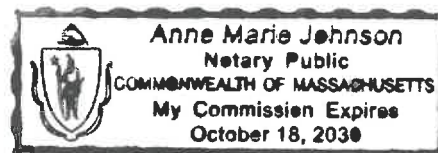
COMMONWEALTH OF MASSACHUSETTS

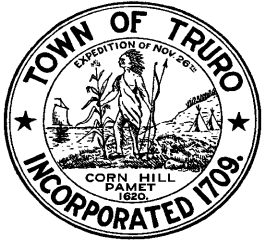
Barnstable, ss.

On this 27th day of September, 2024, before me, the undersigned notary public, personally appeared James Schimanski, Trustee, proved to me through satisfactory evidence of identification, which was New York Driver's License 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 Anchorage on the Bay Condominium.


James Schimanski, Trustee, The
Anchorage on the Bay Condominium
Trustee


Notary Public
My Commission Expires: 10/18/2030





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration/Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: October 22, 2024

PRESENTER: Liam Rowland, Manager and Owner of Salty Market Farm Stand

ITEM: Proposal on New Annual All Alcohol Pouring Liquor License: Salty Market Farmstand (2 Highland Rd, North Truro)

EXPLANATION: The Select Board will hear a proposal from owner Liam Rowland, for a new annual all-alcohol **pouring** liquor license under {M.G.L. Chapter 138, Section 12}. The owner currently holds an annual off-premise all-alcohol license {M.G.L. Chapter 138 Section 15}. This request would be for a second alcohol license at the same address within the same business establishment. The Board of Health reviewed the proposal on January 16, 2024, and April 16, 2024. This proposal is allowed through Special Legislation H4569. The ABCC advised him to seek an annual alcohol license with conditions of operation, due to the local BoH requirements on the property.

Current-Annual All Alcohol Package Store Liquor License issued to Salty Market Farmstand for the following dates: January 1st-December 31st

Proposed-Annual Pouring All Alcohol Liquor License (*with conditions*) in addition to the annual all alcohol retail license:

- The Board of Health approved the proposal for the following dates: **October 1st-April 1st**
- Operating: Thursday-Saturday
- Hours of operation: 2:00 pm-8:00 pm
- 8 Seats interior maximum

A seasonal alcohol license is issued from April 1st and runs through January 15th, with renewals occurring in March.

An annual alcohol license is issued from January 1st through December 31st, with renewals

occurring in November. Staff anticipates that the applicant will be required to submit an application for the remainder of the calendar year 2024 and a separate blank renewal application for calendar year 2025, that will be conditioned to operated from January 1, 2025 to April 1, 2025 and from October 1, 2025 to December 31, 2025, in accordance with the annual pouring licensing schedule.

Proposed hearing date: November 12, 2024.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: *NONE. Discussion of the proposal in preparation for the public hearing for the new alcohol license with conditions.*

ATTACHMENTS:

1. Letter to Select Board and Proposed Floor Plan
2. Board of Health Minutes January 16, 2024
3. Board of Health Minutes April 16, 2024
4. Health Agent Emily Beebe Letter April 30, 2024
5. ABCC Advisory on Sec. 12 and 15 licenses
6. Existing Establishment Example: Eataly, 800 Boylston St. Boston
7. Blank ABCC Renewal Application

Sept 27th, 2024

Letter of Intent

To Truro Select Board,

This is a letter of intent for Salty Market Farmstand this calendar year, Winter 2024 /2025. We are hoping to apply for an annual on-site pour license (with conditions set by the town), that operates in a designated area of the store and improves the offering of our establishment to sustain business over a full twelve-month (calendar) period. We foresee, over the next 3 years, to operate in the current capacity as an off-premises, convenience/grocery store with built in deli and to-go food options from April 1st to November 31st each year. And then switch to operate a casual quick serve food concept with limited tavern seating in the late fall/winter – with the continued to-go menu options and basic grocery essentials.

We are hoping that the town will support our proposal (as will the state) to operate an on-premises pour license and off- premises liquor license in the same building under the Law H4569. Please see attached Alcoholic Beverage Control Commissions Advisory regarding Ownership of M.G.L c. 138, *15 (off-premises) license and a M.G.L c. 138, *12 (general on – premises) licenses in the same city or town.

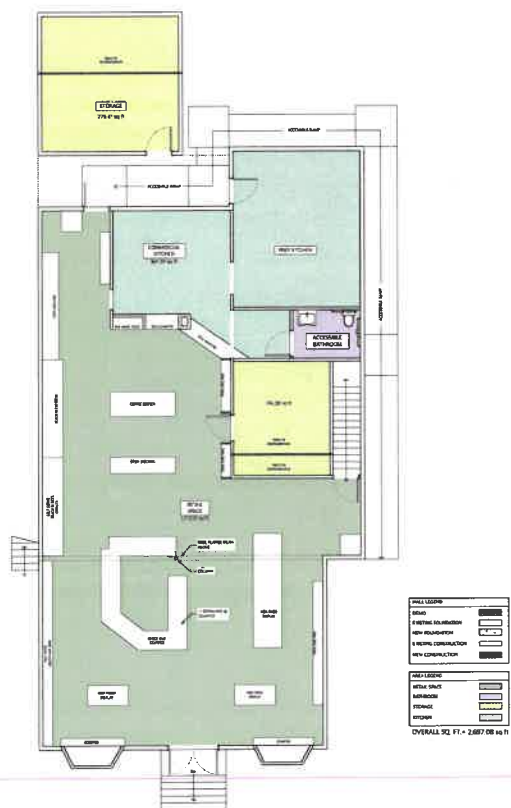
Per the Truro Board of Health suggestions, we have contracted a water flow engineer, and that engineer has requested a full floor plan for downstairs with actual sq/f. That floor plan has been completed and a review of our actual water use has been submitted to show we are in compliance, along with verification of our title five septic.

As for this winter, we are seeking to complete these various aspects of licensing, and to operate a ramen shop Friday and Saturdays as a pilot of how this will work for us and the community. We envision the store as a center for residents to gather, even quickly or casually, and we look forward to offering great to-go food in the space along with 8 tavern seats permitted by the board of health from the hours of 2pm – 8 pm.

As always, we are so grateful to serve the town of Truro and will continue to do so as best we can and look forward to hearing from you.

Warm regards,

Liam Rowland (Chef / Owner) Salty Market Farmstand
Chefliam@gmail.com + 774-722-5427



1 FIRST FLOOR E



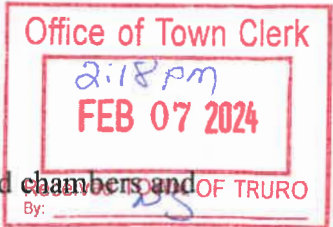
2 ALT. FIRST FLOOR PLAN FOR FOOD SERVICE

REVISION DATES:

Leif Hammarist Architects
info@lha.design
www.lha.design

FLOOR PLANS EXISTING
As Noted
Date: 10/03/22 NOT FOR CONSTRUCTION

Salty Market
2 Highland Road
Turo, MA



Minutes of the Truro Board of Health, Tuesday January 16, 2024

This was a hybrid meeting held in person at Truro Town Hall in the Select Board chambers and via Zoom.

Board members in attendance: In person: Chair Tracey Rose, Vice Chair Jason Silva; Board Member Helen Grimm; Remote: Board Member: Brian Koll, Absent: Member Tim Rose and Alternate Member Candida Monteith

Also Present in person: Health Agent Emily Beebe, Assistant Health Agent Courtney Warren.

The meeting was called to order at 4:34 pm by the Chair, who described the remote meeting procedures and the process for public participation.

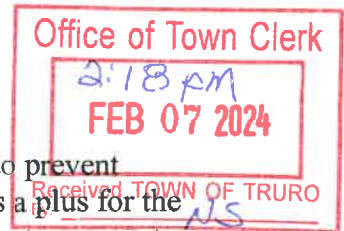
Public Comment: There was no public comment.

Proposed Change of Manager: 148 Shore Road, Big Fisherman, Joe McKay new manager. Mr. McKay is now a full-time resident at Big Fisherman and has agreed to serve as the on-site manager for the facility. Chair Tracey Rose confirmed that Mr. McKay understood the expectations of the Board of Health for a manager. **Motion:** Board member Helen Grimm moved to approve the change of manager; **Second:** Jason Silva; **Vote:** 4-0; the motion carried.

Proposed addition of Manager- Harborview Village, Peter DeAndrade. There was no representative at the meeting either in person or virtually.

Discussion on proposal for Change of Use at 2 Highland Road, Salty Market. Civil Engineer William Rogers and Salty Market owner Liam Rowland were on the call to discuss Mr. Rowland's proposal to add seats to his establishment. The proposal included combining the existing retail Deli and food sales use with the new use of 8 "tavern" seats during the day (8AM-4PM), and at 4 PM they would close the retail section and increase the number of tavern seats to 12. To accomplish this within the existing wastewater capacity at the property, they propose eliminating a bedroom.

Mr. Rowland described his interest in expanding his business by adding a hospitality element to his retail business. He said he was willing to rearrange the flow and feels this natural evolution will help his business. Chair Tracey Rose commended Mr. Rowland for his enthusiasm and asked the Agent to speak to the points in her memo. The Agent suggested that this should be a preliminary conversation, to allow Mr. Rowland and his Engineer the opportunity to review the memo. The Agent reported that the existing septic system was inspected and functioning properly. It was originally designed for a retail establishment with two bedrooms above the market. There was not much "excess" flow (the actual capacity minus the design flow), due to the small size of the lot. Mr. Rogers has prepared a floor plan to depict the retail space, and the flow associated with that area. The result is 1850 sq ft. of retail space. The approved flow is 334 gpd but the actual capacity of the leaching area is 362 gpd. After removal of one bedroom and accounting for the area of retail space and prep room for the retail space there is 160 gpd remaining for seating. Title 5 has two categories for seats: restaurant at 35 gpd per seat and lounge/tavern at 20 gpd per seat. The Agent described a DEP opinion that defined a lounge/tavern as the equivalent of a bar where alcoholic drinks and possibly light appetizers, snacks, or "bar food" are served, but not full dinner entrees. Classifying the seats as tavern seats



will provide more flexibility, but there need to be clear constraints to the use to prevent exceeding the capacity of the system. There is an existing grease trap which is a plus for the system. The Agent stated that the concept of closing retail at 4 PM to add more tavern seats in the evening does not appear consistent with Title 5. Title 5 specifies flows *per day* and does not include a provision for partial days; and the opinion of the Agent was that the proposal would allow “double dipping” as described. She agrees that the numbers work for eight seats if the Board of Health conditionally approved and agreed to certain regulatory assumptions.

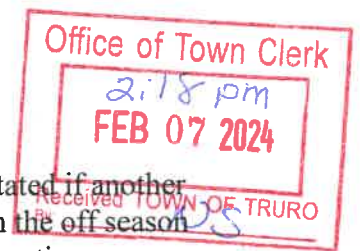
Mr. Rogers stated that they were aware that the restroom on-site would need to be open to the public.

Board member Jason Silva stated that it was nice to see a business that was interested in expanding. He also noted that even if allowed, juggling closure times would be complicated from both a business and a regulatory perspective. Board member Helen Grimm stated that it was great to see Mr. Rowland thinking out of the box and they want to support him, they just need to make sure the land can support what is being requested. Board member Brian Koll agreed with both members and stated that he would like to see a revised plan to understand how best to help the applicant achieve his goals while remaining within the regulations. Chair Tracey Rose added that the Board was happy to help, but their job was ultimately to protect the groundwater. She noted that the site is in the Pond Village watershed and that proposals have implications. Engineer William Rogers confirmed that the Board was comfortable with the concept of retail space and eight seats for the entire day and asked what else the Board needed to see.

The Board stated that they need a plan showing how a bedroom will be eliminated, a plan for making the current employee restroom into a public restroom, and a revised proposal. The Board prefers to approve everything at one meeting as opposed to a piece meal approval approach. Board member Helen Grimm acknowledged the time and money that Mr. Rowland has spent and wants to make sure he is comfortable with the eight-seat concept. Chair Tracey Rose asked about the menu. The Agent went over some proposed conditions including take out only, no table service, no full entrees, no outdoor seating (not referring to the existing picnic tables), and single use preferably compostable cutlery/glasses. Helen Grimm asked a clarifying question about the cutlery and the Agent responded that she would supply supporting information.

Neighbor Karen Ruymann from the Pond Village neighborhood spoke in support of Mr. Rowland’s efforts.

Mr. Rowland spoke of his business, saying he wants his business to be a beacon for the Town and someone that the Town can rely on as a community leader. He questioned the Board’s role in his menu and cutlery and argued that the general premise of his plan fits within the regulation. He wants to feel that the town is supportive. He asked if it was possible to have 12 seats in the off-season when the retail store is not operating. He also wanted to have a guarantee that he could put the bedroom back if he wanted to return to just a retail operation in the future. The Chair thanked him for his comments but assured him that everything we discussed today including cutlery/paper plates, bathrooms, seats, menus, etc. are completely within jurisdiction of the Board of Health. The regulations are existing and were in place when he purchased the property. She clarified that a partial use scenario where the retail store would be closed at certain times would be impossible to enforce. The Agent confirmed that a change of use can be reversed.



The fact that the two bedrooms existed is part of the record and could be reinstated if another change in use were proposed. She also noted that the idea of having 12 seats in the off season would need to be made as part of a proposal; nothing in the current proposal mentions seasonality. The Agent emphasized the need for good communication from all restaurants and that communication is a two-way street. The Board thanked the applicant for the conversation and hopes that Mr. Rowland will come back with a strong proposal.

Water Resources Report

The Agent discussed the continuing progress in the cesspool upgrade project. The stormwater management section of the report has been updated to reflect what has happened with Special Town Meeting and she emphasized that the proposed by-law would establish performance standards for the entire town. The Wellfleet Harbor watershed management plan has been approved by DEP. A link to the map that shows the impacted area of Truro is in the report. The Town of Truro will align our wastewater management project with the DEP. The report also summarized wastewater management and water resources discussions with Provincetown. A meeting with staff, engineers, and consultants will convene at the end of the month to discuss both the master plan and the watershed plan.

Minutes: December 5, 2023; **Motion:** Board member Helen Grimm moved to approve the December 5, 2023 meeting minutes.; **Second:** Jason Silva; **Vote:** 3-0-1 with Board member Brian Koll abstaining.; December 19, 2023; **Motion:** Board member Helen Grimm moved to approve the December 19, 2023 meeting minutes; **Second:** Jason Silva; **Vote:** 4-0.; January 2, 2024; **Motion:** Board member Jason Silva moved to approve the January 2, 2024 meeting minutes; **Second:** Helen Grimm; **Vote:** 4-0.

Report of the Chair:

The chair is working on a draft of goals and objectives for the year and will bring them to the next meeting. She also gave an update on the most recent Provincetown Water and Sewer Board meeting and noted that rate increases for sewer were approved by that Board.


Health Agent's Report:

The Agent reminded the Board that DPW Director Jarrod Cabral would be giving a presentation entitled "Talking Trash" about transfer station operations on Thursday January 18, 2024 at the library as part of the Climate Action Committee's informational presentations.

Board member Jason Silva brought up the storms of this past week and noted that they were particularly bad in terms of both intensity and timing (multiple storms back-to-back). He worries about long term goals and protection of infrastructure.

Board member Jason Silva moved to adjourn the meeting; Second: Board member Helen Grimm; Vote: 4-0-0, the motion carried.

The meeting was adjourned at 6:14 p.m.

Respectfully submitted by Courtney Warren 



TOWN OF TRURO BOARD OF HEALTH

P.O. Box 2030
Truro MA 02666-0630

Board of Health Meeting Minutes: April 16, 2024

This was a hybrid meeting held in person at Truro Town Hall in the Select Board chambers and via Zoom. **Board members in attendance:** In person: Chair Tracey Rose; Vice Chair Jason Silva; Board Members Brian Koll, **Present Virtually:** Helen Grimm, **Absent:** Board member Tim Rose and Alternate Candida Monteith; **Also Present in person:** Health Agent Emily Beebe; Assistant Health Agent Courtney Warren.

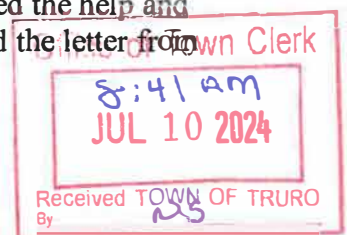
The meeting was called to order at 4:32 pm by the Chair, who described the remote meeting procedures and the process for public participation.

Public Comment: There was no public comment.

Local Upgrade approval and Local Variance Requests: Cesspool upgrade at 18 Phat's Valley Road, John Field Revocable Trust

Laura Schofield from Schofield Brothers engineering represented the Field family. There is a four-bedroom seasonal home built in 1830 on a one acre lot with no upland. She showed a locus map to describe the property location and described the access challenges with this property. She also showed a color-coded plan to better illustrate the various wetland resources which include the riverfront area, two salt marsh areas, land subject to coastal storm flowage, coastal banks, and a freshwater swamp. The design calls for plastic components (tank and Cultec chambers) to facilitate installation without requiring substantial improvements to the driveway. Title 5 local upgrade approval is requested for a 25% reduction in the size of the soil absorption system and >36" cover over the d-box and leach area-to provide room in the design for future enhanced I/A. Local variances requested include the setbacks to wetlands and delayed installation of I/A until enhanced I/A is required. The Agent clarified that the extra fill was not over the plastic tank and Laura Schofield confirmed that it was only over the d-box and leach area. The Agent stated that this was a good plan that balances many challenges. The temporary variance to the I/A requirement will require a deed restriction. She stated that the board could make a finding that complete conformance with the code would not provide a greater benefit than is shown on this plan. **Motion:** Board member Brian Koll moved to approve the variances as requested with the finding as stated by the Agent and with the condition of deed restrictions; **Second:** Board member Jason Silva; **Vote:** 4-0-0; the motion carried.

Title 5 Variance request for Administrative Consent Order: 398 Shore Road, Judith McDermott Powers, Trustee. Judy Powers was present virtually to represent her siblings and described the documents that had been submitted for this request which included: the variance request and supporting documents, BOH approval of the septic plan, and Conservation Commission approval of the installation. They acknowledged the help and guidance of the Agent. Chair Tracey Rose thanked the applicants and read the letter from



the packet from the family. Board member Brian Koll asked about the use of the term “as necessary” regarding future inspections and if simple repairs would be allowed in terms of a failure. The Agent explained that a concern with cesspools is collapse, and that if a failure happened a simple repair like a leach pit could be added. As for inspections, it was agreed to coordinate timing of inspections with the need to renew existing permits/variances. Chair Tracey Rose asked about a discrepancy between the lot size described on the field card and the engineering plan. The Agent stated that it was best to use the value from the survey/engineered plan and the ACO document would be amended to reflect area of 5539 sq. feet as shown on that plan. As for the inspections, it was decided that they should be done in conjunction with any needed permit extensions. The Agent thanked the Powers for their attention to detail. Clarity is still needed around the escrow and how payments will be made. **Motion: Board member Jason Siva moved to approve the variance and to enter an ACO with the property owner with edits to the document as discussed (lot size and inspection frequency); Second: Board member Brian Koll; Vote: 4-0-0; the motion carried.**

Discussion: Salty Market Farm-Stand, 2 Highland Road

Liam Rowland was present to describe his revised proposal. His current proposal is to trade the summer retail operation for seats in the winter. He would maintain the existing food service operation during the season which includes the retail sale of prepared foods as take-out without seats. From October 1 to April 1, he would offer a “Raman shop” with take-out and eight tavern seats available to the public on Thursday through Saturday. This option would not involve the elimination of a bedroom. Chair Tracey Rose thanked him for his due diligence. The Agent noted that there were lots of conversations to iron out the concerns and that she is comfortable with the current proposal from both an enforcement and Title 5 perspective. All of the Board members thanked him for his efforts. The Agent will prepare a letter for use in pursuing his pouring license from the ABCC.

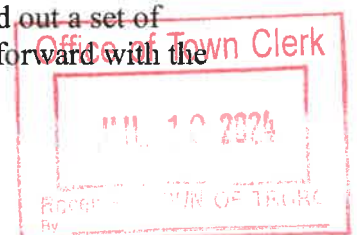
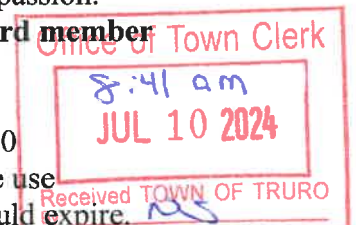
Discussion: Annual Town Meeting- Senior Perks article

Chair Tracey Rose stated that if this Article passes at Annual Town Meeting, the Board of Health will look forward to receiving a letter from the Select Board requesting that the Board of Health change the fee schedule for the Transfer Station to reflect the passage of this Article and which will be placed on a future Board of Health Agenda. The other Board members agreed. Board member Helen Grimm concurred and noted that it was an excellent perspective and they saw no public health reason to oppose this article. Member of the public, Karen Ruymann, thanked the Board and applauded their compassion.

Motion: Chair Tracey Rose moved to support the Article; Second: Board member Brian Koll, Vote: 4-0-0; the motion carried.

Draft Board of Health Regulation amendment: Section 6, Articles 3 & 10

The Agent explained that under the proposed change to Article 10 all future use approvals for properties that do not meet nitrogen loading requirements would expire. The proposed change to Article 3 would add back to a section what was inadvertently removed in the last regulation change. Board member Brian Koll pointed out a set of parentheses that were not needed in the text. The board agreed to move forward with the



amendment process. The Agent stated that the next step would be to have Town Counsel review a draft and hold a public hearing occur the end of the fiscal year.

Board member Helen Grimm left the meeting at 5:50pm.

Water Resources report

The Assistant Agent updated the board on the continued progress with the cesspool upgrades. Board member Jason Silva asked what would happen to the 4% that have not begun the process and the Agent replied that they would be taken to court. Board member Brian Koll noted that having 96% of homeowners either having completed their upgrades or being in process was wonderful. Chair Tracey Rose also thanked all who have upgraded. The Agent then updated the board on the recent meeting with GHD and DEP. DEP had no concern with the ACO process and were pleased with information about discussion with Provincetown. It is not clear if Truro will have a TMDL (total maximum daily load) for nitrates assigned, but until we have more information, GHD will use the 25% reduction target for planning purposes. An NOI with DEP is being filed for area in Truro within the Wellfleet Harbor watershed. Water Supply planning discussions with Provincetown are continuing at the staff level. More information will be developed regarding a larger meeting – possibly in June with both Select Boards and the Water & Sewer Board.

Report of the Chair-

The Chair thanked the department for their work on water resources protection. The Chair noted that 2023 Provincetown Water Report is not out yet, but it is targeted to be available in May. She noted that the 2022 report contains a lot of valuable information. She also stated that EPA has just finalized a new limit for PFAS. Provincetown Water System already routinely tests for PFAS as required by the state. None have been detected.

The Chair asked about radon, and the Assistant Agent replied that radon is the leading cause of lung cancer in non-smokers and that if necessary, radon abatement systems are not particularly expensive. The Chair went on to encourage people on Town water to pay attention to their water usage in order to catch leaks early, and to be sure to know where your water meter is.

Health Agent's Report-

The Agent reported that the Select Board has approved the MOU for the Public Health Excellency grant. She also updated the board on the Climate Action Committee's work on a grant to explore development of resiliency hubs.

Board member Brian Koll suggested that a PFAS section be added to the monthly water resources report.

Board member Jason Silva moved to adjourn the meeting; Second: Board member Brian Koll; Vote: 3-0-0, the motion carried.

The meeting was adjourned at 6:22 PM.

Respectfully submitted by Courtney Warren





TOWN OF TRURO

HEALTH DEPARTMENT
P.O. Box 2030, Truro MA 02666

April 30, 2024

Salty Market Farm Stand
2 Highland Road, North Truro

RE: Board of Health review of Operations

Dear Mr. Liam Luttrell Rowland,

This letter is sent to record for you, the action taken by the Truro Board of Health at their meeting of April 16 to approve your operational request for the Salty Market Farm Stand for the balance of 2024.

Your proposal included maintaining the existing food service operation during the “season” which includes the retail sale of prepared foods as take-out without seats; but, From October 1 to April 1 you would offer your “Raman shop” as take-out with 8 “tavern” seats available to the public on Thursday Friday and Saturdays only. We understand that under these conditions you would pursue your pouring license from the ABCC for the winter (“off season”) operation.

Should you have any questions, please feel free to contact me at 508-214-0919 or at ebeebe@truro-ma.gov.

Sincerely,



Emily Beebe
Truro Health Agent



**Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, Massachusetts 02114**

Deborah B. Goldberg
Treasurer and Receiver General

Kim S. Gainsboro, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ("ABCC") ADVISORY
REGARDING OWNERSHIP OF § 12 AND § 15 LICENSES IN THE SAME CITY OR TOWN**

On August 10, 2016, Governor Baker signed into law H4569, "An Act relative to job creation and workforce development." This Act, in part, updates the Liquor Control Act, Mass. Gen. Laws Chapter 138.

This Act eliminates the long-standing prohibition of a licensee from owning both a § 12 license (a restaurant, tavern, general-on-premises, club, hotel, war veterans' club, or continuing care retirement community) and a § 15 license (a package store) in the same city or town.¹ Now a licensee may own both a § 12 and § 15 license in the same city or town, subject to any and all other restrictions and conditions found in Chapter 138.²

If a § 12 restaurant licensee wants to have a § 15 licensed premises physically connected to its § 12 licensed premises, then two conditions must be met. First, at least 50% of the revenue generated at the premises licensed under § 15 must be from the sale of grocery items.³ Second, the physical connection between the two licensed premises must be clearly delineated, including in the interior connection of the two premises, in such a way as to (1) make the boundaries of each licensed premises clearly separate and identifiable to customers, alcohol distributors, and regulatory authorities; (2) enable each licensed premises to maintain control of their respective licensed areas, egress, and the sale, storage and service of alcoholic beverages; and (3) otherwise conform with Chapter 138. Please be aware these restrictions only apply to § 12 restaurant licensees seeking to have a § 15 license physically connected to their § 12 licensed premises, and not to any other § 12 licensees.

As a reminder, all licensees must ensure that they are in compliance with the Laws of the Commonwealth of Massachusetts and that sale of alcoholic beverages take place only as authorized by applicable law.

(Issued August 12, 2016)

¹ This prohibition was found in M.G.L. c. 138, § 17, ¶ 10.

² As one example, a licensee may own up to seven § 15 licenses. See M.G.L. c. 138, § 15.

³ "Grocery item" is defined as "any food, pet food or supply, soap, household cleaner of any type, laundry product, light bulbs or disposable paper or plastic products." M.G.L. c. 94, § 184B.

EATALY BOSTON

Agenda Item: 7D6

MGL
Section 12
And
Section 15



**TWO DESIGNATED
AREAS**

**Retail sales area
And
Pouring sales areas**

[HTTPS://WWW.EATALY.COM/US_EN/STORES/BOSTON](https://www.eataly.com/us_en/stores/boston)





THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF THE STATE TREASURER
ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 Causeway Street, 1st Floor Boston, Massachusetts 02114

Retail License Renewal BLANK RENEWAL FORM

Renewal For (Year):

License Number:	<input type="text"/>	Municipality:	<input type="text"/>
License Name:	<input type="text"/>	License Class:	<input type="text"/>
Premises Address:	<input type="text"/>	License Type:	<input type="text"/>
Manager Name:	<input type="text"/>	License Category:	<input type="text"/>

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

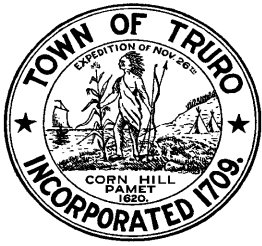
Signature of Authorized Party	Date
<input type="text"/>	<input type="text"/>
Printed Name of Signer	
<input type="text"/>	
Email Address (Required)	

Additional Information / Corrections:

Any transfer of license or new license applications approved between September 1st and December 31st will require the licensee to fill out the blank renewal form.

Once approved by your board the blank renewal can be sent to the ABCC with the rest of the 2025 renewals.

Blank Renewal Form



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: October 22, 2024

ITEM: Review and Approve FY2026 Budget Message and FY2026 Budget Task Force Schedule

EXPLANATION: In accordance with Chapter 7 of the Truro Charter, budget preparations begin this month. It is traditional for budget guidance to be issued by the Select Board to the departments and multi-member bodies to provide direction in the budget preparation process. Staff prepared a draft budget guidance document and a draft Budget Task Force schedule, both of which were presented to the Board at its October 17, 2024 work session. This draft budget message asks that budget managers provide for decreased funding of their respective non-personnel budget and provides instructions for a narrative that includes a review of FY2024 budget to actuals. Budget narratives will also include FTE counts. Additionally, this year, budget managers will submit their budgets and narratives through ClearGov to make the budgets more accessible to the public and to better track versions of budgets. Upon approval, the budget guidance will be transmitted to the budget managers and to the board and committee chairs, along with Policy 68: Budget Requests from Multi-Member Bodies and the list of staff fiscal agents.

Also attached is the proposed schedule for the Budget Task Force's review of the FY2026 draft budget, as discussed at the October 17, 2024 work session. All meetings are scheduled for Tuesday mornings and to accommodate the large group size and related scheduling challenges, staff recommends that these meetings be remote. Staff attempted to deconflict this schedule with major events and religious and other holidays but Select Board feedback is necessary to assist in determining if any events or holidays were not adequately accounted for. Meetings will continue to be livestreamed on Channel 8/Truro TV.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will not be Select Board-issued budget guidance issued in advance of budget preparations if budget guidance is not approved at this evening's meeting. The Board may opt to consider the Budget Task Force meeting schedule at a subsequent meeting, however, the earlier the Board determines a schedule, the sooner the dates can be advertised to the public.

SUGGESTED ACTION: *Motion to approve the draft budget guidance letter and to authorize the Finance Department to transmit the letter to the budget preparers with the FY2026 budget materials, and to approve the FY2026 Budget Task Force meeting schedule.*

ATTACHMENTS:

1. Draft FY2026 Budget Guidance Letter
2. Draft FY2026 Budget Task Force Schedule



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Office of the Select Board

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

To: All Town Boards & Committees & Department Heads
From: Select Board
Date: October 22, 2024
RE: FY 2026 Budget Guidelines

This memo summarizes the Select Board's FY 2026 budget goals and provides guidance for budget development. The Select Board intends to recommend a balanced operating budget that avoids the need for a Proposition 2 ½ override.

As in years past, the Select Board has requested a narrative summarizing each department's budget. Budgets are policy documents at their core; this is an opportunity to highlight the most critical elements of your areas of responsibilities and the critical services and programs you provide for our Town.

Your budget narratives should include the following areas of focus:

- **Overview:** General area of responsibility and overview of major programs and services of your department or committee.
- **Status Update:** Status of key initiatives from the previous and current year and any need to carry these into the next fiscal year.
- **Anticipated Cost Increases or Decreases:** Significant changes from the previous year that will impact your 2026 budget. This might include cost decreases due to efficiencies. Be prepared to discuss significant variations between your past year (FY24) budget and actuals and your proposed FY26 budget.
- **Full Time Equivalent Analysis:** List each position budgeted within your department and determine the "full time equivalent" (FTE) count.

Budget Preparation Considerations

The following information and questions serve as a lens through which you should prepare and refine your budget and narrative.

For Truro, lower energy costs – driven by global trends and Truro's solar electricity contract initiated by the Town -- have helped to control non-wage expenses in FY24 and the beginning of FY25. At the same time, housing and cost of living continues to rise. Overall, while the rate of inflation has slowed in the past two years,¹ the price of housing and overall cost of living continues to increase. According to the Bureau of Labor Statistics, prices in the Northeast are up 5.2% from September 2023 to 2024 (and up 36% since 2014).² The impact to Truro is likely

¹ https://www.bls.gov/regions/mid-atlantic/news-release/consumerpriceindex_northeast.htm#CPITableANortheast.xlsx

² https://data.bls.gov/timeseries/CUUR0100SAH?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true

higher. While the economy overall continues to recover,³ Truro staff and residents will continue to be impacted by the cost of housing.

The Town has already taken significant steps to address critical needs for our changing population⁴ – investing in a professional firefighting and advanced life support operation as well as lowering the cost of childcare for year-round families. However, long term trends will continue to impact the Town budget, including the cost of infrastructure investment, staff retirement, and rising health insurance costs.

Given these competing constraints, through its Goals and Objectives and discussions with staff, the Select Board has established the following major priorities for the FY2026 budget:

- Debt service for major Capital Projects
- Collective Bargaining Agreements
- Human Resource Coordinator
- Investment in water resource infrastructure and planning

Overall, we ask that you craft budgets that provide for decreased funding of your non-personnel budget. Please look at actual non-salary spending from FY21 – FY24 to determine if there are line items or projects that are not as costly as predicted. Management will be reviewing budget to actuals with each department to determine where opportunities to fund the above priorities might exist.

At the same time, the Select Board and Town Meeting approved four position requests in FY25 that addressed staffing needs. The Board is asking that Department Heads save any position requests for the FY27 budget process.

You should continue to provide essential municipal services that respond to the evolving needs of our community in the most cost effective and efficient manner possible. Providing decreased funding may require an analysis on the potential decrease in service level due to inflation on capital, programs, and/or services. As you begin this process, please consider the following questions:

- Is your department budgeting for items that you do not need -- or a level of service that no longer is required -- and because of this returning unexpended funds at the end of the year?
- Is your department providing services that our citizens need and expect? Are these services that the Town is statutorily required to do or beyond?
- Is your department or operation doing too much of one thing and not enough of another? Where do we need to reallocate or balance resources?

If the evolving needs of citizens indicate a need for increased services in certain areas, please propose this in your budgets. On the flip side, if there are programs and services that are no longer as relevant and/or where there is decreased demand, please identify these. In both cases, highlight the changes in your budget narrative and provide data/rationale that supports your request. Please expect any changes to be discussed during the Budget Task Force meetings.

As you know, one of the primary goals of the Select Board is community sustainability, so we ask that you examine community sustainability within your departments. In your updates, please highlight progress on this area over the past year and explain goals for the next 3-5 years. Are there current programs and services that you believe

³ <https://www.cbo.gov/system/files/2024-06/60039-Outlook-2024.pdf>

⁴ Cape Cod Commission cited that the population of those under 18 versus over 65 has reversed since 1970. See page 9 of the “2024 Cape Cod Comprehensive Economic Development Strategy”

contribute to maintaining or enhancing the viability of our year-round community in Truro? Are there programs, services, or initiatives that we currently do not offer that you believe would help us accomplish this goal? Should we be laying the groundwork for programs or services that you see as becoming essential and important in the next 3-5 years?

Similar to last year, the Board has set a policy goal to examine existing revenue streams and consider new revenue generation. If you did not during FY25, we ask that you take a comprehensive look at the fees in your departments and consider innovative ways to increase Town resources. If you have already provided a deep dive, please update fees based on market conditions. One place to start is the Government Finance Officer Association's Rethinking Revenue initiative: <https://www.gfoa.org/rethinking-revenue-reports>. We welcome any recommended changes.

Next Steps

The adopted budget book for FY2025 is now live on ClearGov at <https://town-truro-ma-budget-book.cleargov.com/16112> or <https://bit.ly/FY25TruroBudget>. This will allow residents and stakeholders to view the approved budget with more detail and will give you the opportunity to familiarize yourself with the portal. For FY2026, department heads and applicable committee chairs will receive invitations to input their line-item budget and narrative directly into the portal for the first time.

The Select Board is greatly appreciative of our partnership in serving our community and the needs of our citizens. We are grateful for the dedication, expertise, and professionalism of the entire Town Staff. We approach the budget process as a team effort and look forward to working together as we move into FY2026.

Thank you in advance for your thoughtful and creative attention to the FY 2026 budget development process.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Office of the Select Board

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

Budget Task Force – Preliminary Meeting Schedule – FY2026 Budget

All meetings on the following dates are to commence via Zoom

<https://us02web.zoom.us/j/89153169933>

• +1 646 931 3860 US Meeting ID: 891 5316 9933

Tuesday, December 3, 2024 at 8:30 a.m.

Projections, BTF Meeting Schedule, SB Budget Guidance Discussion

Preliminary Draft Budget Submitted to Select Board/Budget Task Force

Revenue Projections

Tuesday, December 10, 2024

CIP / DPW Suite

Harbor / Shellfish

Tuesday, December 17, 2027 at 8:30 a.m.

Police

Fire & Rescue

Truro Emergency Management

Tuesday, January 7, 2025 at 8:30 a.m.

Building/Inspections

Health/Conservation

Community Services (Formerly Beach, Recreation, COA)

Tuesday, January 14, 2025 at 8:30 a.m.

Finance (Treasurer, Collector, Assessing, Accounting)

Clerk

Administration/Management

Information Technology

Tuesday, January 21, 2025 at 8:30 a.m.

School

Library

Tuesday, January 28, 2025 at 8:30 a.m.

Overall Budget
Outstanding and unresolved items

Tuesday, February 4, 2025 at 8:30 a.m.

Reserved for Outstanding Budget discussions

Tuesday February 11, 2025 at 8:30 a.m.

DRAFT FY 2026 Town & School Budgets and CIP presented to the Select Board and Finance Committee.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Betty Gallo, Truro Housing Authority Chair

REQUESTED MEETING DATE: October 22, 2024

ITEM: Review and Possible Approval of Allocation of Affordable Housing Trust Funds for Rental Assistance Program

EXPLANATION: The Truro Housing Authority modified the Emergency Rental Assistance Program to a Regular Rental Assistance Program with the Select Board's October 26, 2021 vote. At that time, a sum of \$50,000.00 was allocated from the Affordable Housing Trust Fund for this program and that sum included the costs of administration fees related to the program. In November 2022, the Board, acting as the Trustees for the Affordable Housing Trust, approved a two-year allocation for the Trust. The Truro Housing Authority would like to continue the program and requests an allocation of up to \$50,000 for this year and up to \$50,000 for next year to operate the program for an additional two years for a total of up to \$100,000 from the Trust over two years for this purpose. The funding request is again inclusive of administrative costs and unspent funds would remain in the Trust. Housing Authority Chair Gallo will be present to report on the program and to answer Board questions.

Staff recommends that the Select Board convene as the Trustees for the Affordable Housing Trust Fund for this vote.

FINANCIAL SOURCE (IF APPLICABLE): Truro Affordable Housing Trust Fund

IMPACT IF NOT APPROVED: There will not be program funds allocated for the Rental Assistance Program.

SUGGESTED ACTION: *Motion to allocate up to \$50,000 for this year and up to \$50,000 for next year to operate the Rental Assistance program for an additional two years for a total of up to \$100,000 from the Trust over two years for this purpose, as requested by the Truro Housing Authority.*

ATTACHMENTS: NONE



Agenda Item: 7G

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Betty Gallo, Truro Housing Authority Chair

REQUESTED MEETING DATE: October 22, 2024

ITEM: Review and Possible Approval of Contract for Rental Assistance Program

EXPLANATION: The current contract with Homeless Prevention Council for the administration of the program has expired. Town staff has been working with the Housing Authority to develop the contract between Homeless Prevention Council and the Town of Truro. Homeless Prevention Council is the selected vendor to administer the funds, and the administration costs will be less than \$10,000.

In 2021, the Select Board approved the Housing Authority's request to convert the Emergency Rental Assistance Program to a regular rental assistance program. In February 2022, the program eligibility was expanded to Truro employees with the approval of the Select Board. Information from the 2022 change of eligibility agenda item for the program is attached.

FINANCIAL SOURCE (IF APPLICABLE): Truro Affordable Housing Trust Fund (if approved in Agenda Item 7F)

IMPACT IF NOT APPROVED: There will not be program funds allocated for the Rental Assistance Program.

SUGGESTED ACTION: *Motion to approve the contract with the Homeless Prevention Council for the Rental Assistance Program and authorize the Town Manager to sign.*

ATTACHMENTS:

1. Draft Contract with HPC for Rental Assistance Program
2. Scope of Services
3. 2022 Proposed Truro Rental Assistance Program

Agreement for Services

Truro Rental Assistance Program Administration

The undersigned agent of Homeless Prevention Council, Inc., with an address of 8 Main Street, Orleans, MA 02653 ("Program Administrator"), and the Town of Truro, acting by and through its Town Manager ("Town"), agree to the following terms with respect to services to be provided by the Program Administrator to the Town relating to the Truro Rental Assistance Program ("Program"), such Program further described in the attached Scope of Services (Exhibit A).

1. Period for Performance. The period for performance shall commence upon execution of this contract and shall expire November 1, 2025. The contract may be terminated earlier pursuant to the terms herein,
2. Scope of Services. The Program Administrator shall perform all work and furnish all services necessary to administer the Truro Rental Assistance Program, as described more fully in the Scope of Services attached as Exhibit A and incorporated herein.
3. Fees. The Town shall pay the Program Administrator for the performance of services as described in the attached Scope of Services, according to the following fee structure:

\$75/month per household (annual maximum of \$9,900)

The Program Administrator shall bill the Town monthly for services provided. Payment of approved invoices shall be remitted within thirty (30) days.

Total payments by the Town under this contract, including rental assistance and administrative fees as set out above, shall not exceed \$60,000 per year.

4. Deliverables. The Program Administrator shall provide quarterly reports to the Town summarizing outreach/marketing activities and services provided to participating households, such reports due January 10, 2025; April 10, 2025; July 10, 2025; October 10, 2025. The quarterly reports shall also include a report of all data collected in the application form, less identifying personal information such as name, address, landlord address, etc.
5. Insurance. The Program Administrator and/or all agents thereof shall maintain, at the expense of the Program Administrator and/or such agents, motor vehicle liability insurance, in effect at all times during the Period for Performance.
6. Expenses and Taxes. The Program Administrator is responsible for all costs associated with 1) travel relating to the Program; 2) preparation of materials relating to the Program, including but not limited to the Deliverables described paragraph 4 above; and 3) all taxes and contributions required by federal, state, and local law.

7. Compliance with Applicable Law. In providing the services described in this Agreement, and in activity related to the Program, the Program Administrator shall comply with all applicable federal, state and local laws in effect at the time services are rendered.
8. Indemnification. The Program Administrator shall indemnify and hold harmless the Town of Truro, and its officers, officials, boards, and employees, from and against all claims, causes of action, suite, damages and liability of any kind which arise, or are alleged to arise out of the negligence or willful misconduct of the Program Administrator or its agents regarding the services performed.
9. Entire Agreement. This Agreement for Services represents the entire Agreement between the parties regarding the Program.
10. Changes to Agreement. This Agreement or any of its terms may be amended only by written agreement, signed by both parties.
11. Assignment. This Agreement may not be assigned without written agreement of the parties.
12. Termination of Agreement. Both parties have the right to terminate this Agreement at any time without cause or reason. To exercise this right, the terminating party shall provide written notice, by certified mail or other trackable delivery service, to the other party at the address provided below. The termination date is the date such notice is received. In the event of a termination by either party, the Town shall pay the Program Administrator for all services provided through the termination date, and the Program Administrator shall provide the Town with a final Report as described in paragraph 4 above.
13. Notices. Any notice required to be sent under the Agreement shall be sent by certified mail or other trackable delivery service to the following addresses:

To the Town:
Dairin K. Tangeman, ICMA-CM Town Manager
Town of Truro
P.O. Box 2030
Truro, MA 02666

To the Program Administrator:
Hadley Luddy
Chief Executive Officer
Homeless Prevention Council, Inc. 8 Main Street
Orleans, MA 02653
14. Good Faith. Should any disagreement arise between the parties with respect to the Program or this Agreement, both parties will endeavor in good faith to resolve such disagreement to mutual satisfaction.
15. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts.

16. Severability. If any provision of this Agreement is declared unenforceable or invalid by any court of competent jurisdiction, the remaining provisions shall continue to be binding on the parties.

FOR THE PROGRAM ADMINISTRATOR:

Hadley Luddy, Chief Executive Officer

Date

FOR THE TOWN:

Darrin K. Tangeman, ICMA-CM, Town Manager

Date

Proposed Scope of Services: Truro Rental Assistance Program

Client: Town of Truro

Services to be Provided by: Homeless Prevention Council

October 7, 2024

HPC hopes to continue to work with the Town of Truro on their Rental Assistance Program, by extending the current agreement through November 1, 2025. Since 2021, HPC has provided Case Management, program administration and oversight of the entire program.

HPC's comprehensive Case Management services are a critical component of the rental assistance program, providing infinitely greater benefits than program administration and financial assistance alone. These services go beyond addressing immediate financial needs by offering personalized support that helps participants achieve long-term personal and financial stability. HPC's holistic approach fosters self-sufficiency to help create lasting change, which provides benefit to the community at large with stabilized households who contribute to the local economy and workforce.

Our proposed Scope of Services includes the following:

- **Review application documents and make changes as needed or required by the Town of Truro.**
- **Marketing of Rental Assistance Program.** Print and distribute flyers at various town locations including Town Hall and through social media channels. Connect and collaborate with local non-profit and organizational partners to encourage program participation.



- **Operate as the main contact for people seeking rental assistance.** Receive and review applications. Provide application assistance as needed. Determine eligibility and amount of assistance based on program guidelines. Process payments to landlords.
- **Provide personalized case management that includes budgeting and financial guidance.** Work with clients to help them develop a budget to live within their means and identify ways to address their specific challenges.
- **Self-Sufficiency:** The primary goal of the Rental Assistance Program is to make sure residents develop a plan for, and work towards, self-sufficiency.
- **Accessing Opportunities/Information and Resource Referrals:** HPC Case Managers are experienced in navigating the vast network of community partners and resources. By leveraging these connections, HPC's skilled Case Managers help program participants secure the resources they need to achieve self-sufficiency.

Agenda Item: 7G3

PROPOSED TRURO RENTAL ASSISTANCE PROGRAM (Amended to add employees of the Town of Truro)

The Truro Assistance Program will be available to Truro residents AND EMPLOYEES OF THE TOWN OF TRURO who are renting year-round and have a household Income of less than 100% of the AMI. The income of dependent high school or college students will be exempted from household income.

The program can be used to pay for first and last month rent; arrears and rent subsidy for up to one year.

An applicant can receive from this program \$350 to \$600 a month depending on the financial need of the applicant for up to 3 years. The Administrator will determine the amount and length of assistance for which the applicant qualifies.

The payment will go to the landlord and there must be a signed agreement between the landlord and the applicant for the applicant to receive rental assistance.

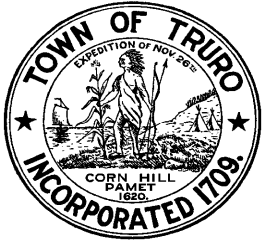
The Administrator of the Program will conduct an expanded marketing campaign to inform Truro residents AND TOWN EMPLOYEES WHO ARE NOT TRURO RESIDENTS about this Program and other programs for which they are eligible. the campaign will include visits to Truro to meet with potential applicants and assist them in beginning the application process

The Administrator of the Program will provide case management for applicants and explore all available funding for rental assistance and use the rental assistance program that is most appropriate for that applicant's needs.

The Administrator of the program will help the applicant fill out the application and gather the documents needed to determine if the applicant is eligible for the Program. There will be a one-to-one meeting between the Administrator with the applicant.

The Administrator will work to ensure that the resident can maintain their housing. They will help residents to understand their leases, secure resources to pay their rent, meet basic needs and succeed in maintaining health, stable housing.

The administrator shall be paid \$125 per household for the first 5 households that receive assistance; \$100 per household for the next 5 households and \$95 per household for each household over 10 households that receive assistance. the administrator shall receive between \$1,000 to \$2,500 for outreach efforts



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Select Board

REQUESTOR: Susan Areson, Select Board Chair

REQUESTED MEETING DATE: October 22, 2024

PRESENTER: Nancy Medoff, Select Board clerk

ITEM: Discussion and possible vote requiring Town Manager to notify the Select Board, via Select Board chair, when working remotely for two or more consecutive business days.

EXPLANATION: Members of the Select Board raised this issue the Aug. 13, 2024 Select Board meeting. The full board has not received a response.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Select Board will remain unaware when the manager is working outside of Town Hall for two or more consecutive business days.

Town Manager Comment: As has been customary over the last three years, any Select Board member may contact the Town Manager directly during most reasonable hours to determine Town Manager's work schedule and or to arrange times to meet or speak with the Town Manager.

SUGGESTED ACTION: *MOTION to require the town manager to notify the Select Board, via the chair, of any planned or unplanned remote work of two or more consecutive business days.*

ATTACHMENTS:

1. Legal opinion from David Jenkins sent via email 10/21/2024 (Attorney Client Privileged Communication).
2. Current Town Manager employment agreement sent via email 10/21/2024



101 Arch Street, Boston, MA 02110
Tel: 617.556.0007 | Fax: 617.654.1735
www.k-plaw.com

October 18, 2024

David C. Jenkins
djenkins@k-plaw.com

BY ELECTRONIC MAIL ONLY (sareson@truro-ma.gov)

Hon. Susan Areson and
Members of the Select Board
Truro Town Hall
24 Town Hall Rd.
P.O. Box 2030
Truro, MA 02666

Re: Town Manger Review

Dear Members of the Select Board:

You have requested our opinion on whether an initial discussion of the Town Manager's use of remote work and the supervision of the use of remote work is a proper subject for executive session pursuant to the terms of G.L. c. 31A, § 21, paragraph 2, as a discussion related to contract negotiations. For the reasons set out below it is my opinion that such a discussion is not a proper subject for executive session and a review of the Town Manager's work performance as it relates to his use of remote work must initially take place in open session.

The Town Manager is employed pursuant to a written employment agreement between him and the Town which was entered into on May 14, 2024. The employment agreement has the following language governing the Town Manager's work hours:

SECTION 8. HOURS OF WORK

The Manager must devote to the business of the Town time outside the normal, 40 hours-per-week office hours; and, in recognition of this fact, the Manager will be allowed a flexible time schedule that permits, for example, the Manager to take reasonable amounts of time from work at his discretion, and with advance notice to the Chairperson of the Select Board, without said time being charged against available benefit leave time.

The Town Manager is currently working under the terms of the written employment agreement. The employment agreement is silent on the issue of remote work, and I have not been provided with any policy which covers this issue.

I have been advised that the Chair of the Select Board is contemplating placing an agenda item for a Select Board meeting which would include a discussion of the Town Manager's use of remote work and possible Select Board action to require that the Town Manager advise the Chair of

Hon. Susan Areson and
Members of the Select Board
October 18, 2024
Page 2

the Select Board when he would be working remotely for two (2) or more consecutive days. I have been asked whether the initial discussion may take place in executive session as a discussion related to contract negotiations or whether the discussion must first take place in open session. For the reasons set out below, it is my opinion that the discussion is one that must in take place in open session.

The Open Meeting Law was enacted “to eliminate much of the secrecy surrounding the deliberations and decisions on which public policy is based.” Ghiglione v. School Committee of Southbridge, 376 Mass. 70, 72 (1978). A public body may enter an executive, or closed, session for any of the ten purposes enumerated in the Open Meeting Law provided that it has first convened in an open session; that a majority of members of the body have voted to go into executive session; that the vote of each member is recorded by roll call and entered into the minutes; and that the Chair of the Select Board has publicly announced whether the open session will reconvene at the conclusion of the executive session. See G.L. c. 30A, §§ 21(a), (b); see also OML 2014-94.

All executive sessions must be preceded by an open session that is open and accessible to the public given that the public has a right to witness the procedural steps in order to observe the vote and learn the purpose for the executive session. See G.L. c. 30A, §§ 21(b) (1)-(3); see also OML 2013-195. When the only business to be discussed during an open session is the procedural requirements for entering executive session, we have explained that public bodies must list “Open Session” on the meeting notice, as this is the only means by which members of the public are informed that a public body will, in fact, hold an open meeting that they are permitted to attend. See OML 2020-47; see also OML 2013-9; OML 2012-68. Without such notice, members of the public are essentially denied the opportunity to attend and learn the reasons for the executive session. See OML 2023-68; see also OML 2013-195.

A public body may enter executive session to “conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.” G.L. c. 30A, § 21(a)(2) (“Purpose 2”); See also District Attorney for Northern Dist. v. School Committee of Wayland, 455 Mass.561, 568 (2009) (“While professional competence must first be discussed in an open session, how that evaluation will factor into a contract or salary negotiation strategy may be suitable discussion for an executive session.” Further, when meeting in executive session, a public body may only address subjects related to the narrow executive session purpose the public body cited when entering executive session. See District Attorney for the Northwestern Dist. v. Committee of Selectmen of Sunderland, 11 Mass. App. Ct. 663, 666 (1981) (executive session may not be used as a blanket reason to deliberate on matters other than those pertaining to the specific purpose for which executive session was called).

Discussions regarding an employee’s professional competence or general work performance during an executive session under the guise of “strategy” discussions would, in my opinion, be a

Hon. Susan Areson and
Members of the Select Board
October 18, 2024
Page 3

violation of the Open Meeting Law. See OML 2015-40. Discussions concerned general personnel matters which should be discussed in open session. See OML 2015-126 (“[t]he Law does not provide an executive session purpose for general discussion of personnel matters”); see also District Attorney for the North District v. School Committee of Wayland, 455 Mass. 561, 568 (2009) (while it is clear that professional competence must first be discussed in an open session, how that evaluation will factor into a contract or salary negotiation strategy may be a suitable discussion for an executive session).

In my further opinion the supervision by the Select Board of the Town Manager’s use of remote work is not one that requires an amendment to the existing agreement. The ability of the Select Board to supervise the existing employment agreement does not require an amendment to the current employment agreement as it is an inherent management right. In addition, if it were determined that an amendment to the employment agreement would be required, the initial discussion of this general personnel matter would still be required to take place in open session.

Accordingly, a general discussion concerning the circumstances and supervision of the Town Manager’s remote work is one that the law requires take place in open session and not as a strategy discussion in executive session.

Very truly yours,



David C. Jenkins

DCJ/SCJ/dmm

945265_3/TRUR/0002

Town Manager Employment Agreement

Between the Town of Truro

and

Darrin Tangeman

May 14 , 2024 through June 30, 2027

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THIS AGREEMENT, made and entered into this 14th day of May 2024, by and between the Town of Truro, Massachusetts, a municipal corporation, acting by and through its Select Board, hereinafter called "the Town", and Darrin Tangeman, hereinafter called "the Manager", both of whom understand as follows:

WITNESSETH

WHEREAS, the Town desires to employ the services of Darrin Tangeman as Town Manager for the Town of Truro, Massachusetts, as generally defined and provided in Charter 5 of the Truro Charter; and

WHEREAS, it is the desire of the Town of Truro to secure and retain the services of the Manager and to provide certain benefits and establish certain conditions of employment of said Manager, as defined under Massachusetts General Laws, Chapter 41, Section 108N, and as allowed under Section 5-1-1 of the Truro Charter; and

WHEREAS, the Manager desires to accept employment as the Town Manager of said Town of Truro, Massachusetts;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. REVOCATION OF PRIOR AGREEMENTS

This agreement supersedes all prior agreements and amendments thereto. This agreement is effective upon signing.

SECTION 2. DUTIES

The Town hereby agrees to employ Manager Darrin Tangeman as Town Manager of the Town of Truro, Massachusetts, to perform the functions and duties specified in Chapter 5 of the Truro Charter and as set forth in the Town Manager Job Description, a copy of which is attached hereto as Appendix 1, and to perform other legally permissible and proper duties and functions as the Select Board of the Town may from time to time assign. In all matters relating to his duties, the Town Manager shall have a fiduciary obligation to the Town of Truro.

SECTION 3. TERM

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Manager at any time, subject only to the provisions set forth in Chapter 8, Sections 2 and 4 of the Truro Charter, Section 4 of this Agreement, and all applicable federal and state law designed to prevent discrimination in the workplace.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the Town, subject to the provisions set forth in Section 4 of this Agreement.

- C. The term of the Agreement shall be for the period beginning on May 14, 2024, through and including June 30, 2027. The contract may be negotiated for an additional three years, unless either party hereto gives written notice to the other party by January 30 of the final Agreement year that said party does not wish to extend the agreement. The parties agree that a notice of non-renewal must be supported by a 4/5 majority of the Board and that the current contract shall remain in force and effect so long as the Manager remains employed by the Town.
- D. No change or modification of this Agreement shall be valid unless it is in writing and signed by both parties. This Agreement may be amended annually by mutual agreement of both parties. Any proposals for amendment shall be in writing by one party to the other not later than April 15.

SECTION 4. SUSPENSION

The Town may suspend the Manager with full pay and benefits at any time during the term of this Agreement, subject to the provisions set forth in Chapter 8, Sections 2 and 4 of the Truro Charter.

SECTION 5. TERMINATION AND SEVERANCE PAY

- A. In the event the Select Board votes to request the resignation of the Manager, and the Manager accepts such request, the Town agrees to pay the Manager a lump sum cash payment equal to twelve (12) months aggregate salary in full and final resolution of all claims the Town Manager may have against the Town. The foregoing payment shall be subject to negotiation of mutually acceptable separation agreement, which shall include binding mutual releases of all claims and a mutual non-disparagement provision. In addition, the Manager will be paid 100% for any vacation leave accrued under, and subject to the conditions of, Section 9 of this Agreement and 25% of accumulated sick leave. Nothing in this Section of this Agreement should be interpreted as negating or interfering with COBRA coverage.
- B. In the event the Manager is terminated by the Town before expiration of the aforesaid term of employment for just cause and during such time that the Manager is willing and able to perform his duties under this agreement, the Town agrees to pay the Manager a lump sum cash payment equal to six (6) months aggregate salary; that the Town will continue to provide medical insurance for the Manager under COBRA for that same period of time. In addition, the Manager will be paid 100% for any vacation leave accrued under, and subject to the conditions of, Section 9 of this Agreement and 25% of accumulated sick leave. Nothing in this Section of this Agreement should be interpreted as negating or interfering with COBRA coverage. The Board shall comply with the provisions of Chapter 8, Sections 2 and 4 of the Truro Charter in any termination process involving the Manager.
- C. If terminated without cause or voluntary separation the Town will buy out military buyback veteran earned benefit program for the Barnstable County Retirement program.

- D. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, or responsibilities of the Town Manager's position that substantially changes the form of government, the Town Manager shall have the right to declare that such amendments constitute not for cause termination.
- E. In the event the Manager voluntarily resigns his position with the Town before expiration of the aforesaid term of his employment, then the Manager shall give the Town a minimum of sixty (60) days written notice in advance, but he will make every reasonable effort to provide the maximum notice possible in excess of the sixty (60) days written notice unless the parties otherwise mutually agree. In the event the Manager voluntarily resigns, he will receive a lump sum cash payment equal to six (6) months aggregate salary; that the Town will continue to provide medical insurance for the Manager under COBRA for that same period of time. In addition, the Manager will be paid 100% for any vacation leave accrued under, and subject to the conditions of, Section 9 of this Agreement and 25% of accumulated sick leave. Nothing in this Section of this Agreement should be interpreted as negating or interfering with COBRA coverage.
- F. In the event the Manager dies while in office, the designated beneficiary will receive full payment of all accumulated vacation, 25% of accumulated sick leave and personal time.

SECTION 6. SALARY

- A. The Town agrees to pay the Manager for his services rendered pursuant hereto an annual salary, payable in prorated installments in accordance with the Town's payroll schedule. Effective May 14, 2024, the Town Manager salary shall be One Hundred and Ninety-Nine Thousand Two Hundred Dollars (\$199,200.00). This amount includes a 2% merit bonus effective as of the first date of the agreement. On July 1 in each year of the contract the Manager shall be awarded the same annual salary adjustment as given non-union employees. Amendment 6/28/23.
- B. The annual salary adjustments in paragraph A above will be applied, subject only to an acceptable annual evaluation.
- C. The Town may award any additional merit bonus that it deems to be warranted and appropriate in accordance with Section 7.

SECTION 7. PERFORMANCE EVALUATION

Prior to the beginning of the fiscal year, the Town and the Manager shall discuss such goals and Town performance objectives that they determine shall be necessary for the proper operation of the Town and the attainment of the Select Board's policy objectives, and shall, further establish relative priority among those various goals and objectives. The goals, performance objectives, and priorities shall be reduced to writing.

The expectation is that this goal setting and prioritization of goals/objectives will be a collaborative process between the Town and the Manager; however, in the event that the Town

and the Manager do not agree on any particular goals, performance objectives and/or priorities, the Town reserves the right to determine the ultimate goals, performance objectives and/or priorities.

The Town shall review and evaluate the performance of the Manager annually in accordance with the specific criteria developed as described herein, and in accordance with the Select Board's Policy, and, in consultation with the Manager, whatever other criteria the Select Board deem to be directly related to the Manager's performance.

SECTION 8. HOURS OF WORK

The Manager must devote to the business of the Town time outside the normal, 40 hours-per-week office hours; and, in recognition of this fact, the Manager will be allowed a flexible time schedule that permits, for example, the Manager to take reasonable amounts of time from work at his discretion, and with advance notice to the Chairperson of the Select Board, without said time being charged against available benefit leave time.

The Select Board authorizes the Manager to engage in up to 10 hours of consulting work per week during weekends, holidays, personal days, and vacation days that do not conflict with the duties or responsibilities as Manager. Approval will be reviewed annually for modification, but never to be reduced below 5 hours per week. The Town Manager may not consult for any entity located from Orleans to Provincetown. The Town Manager shall report consulting hours worked on a quarterly basis.

SECTION 9. BENEFITS

The benefits provided to the Manager are as specified herein.

A. The Town will make an annual payment in the amount of \$8,600 to the Barnstable County Retirement Association for the benefit of the Town Manager and for the purpose of the veterans buy back payment. Such payment shall be made on execution of this amendment and thereafter annually in January so long as the Town Manager is employed by the Town. In addition, the town shall make an annual payment of 6.82% of the Town Managers annual base salary less the contribution of \$8,600 in the preceding sentence to Mass SMART for the benefit of the Town Manager. Such payment shall be made on execution of this amendment and thereafter annually in January so long as the Town Manager is employed by the Town.

B. Leave: Sick, Vacation, Bereavement and Personal

1. The Manager shall be credited with five (5) sick days upon his employment. Thereafter, the Manager will accrue sick leave days at a rate of 1.25 days per month, granted on the last day of each month.
2. Upon the commencement of this agreement, the Manager shall be credited with two weeks (ten business days) of vacation. The Manager shall be allowed to use vacation time during the first 6 months of his employment. Thereafter, on July 1 the Manager shall be awarded 4 weeks (20 business days) vacation on an annual

basis. The maximum carryover of vacation from one contract year to the next shall be fifteen (15) days, subject to an overall accrual cap of thirty-five (35) days. More than one week of continuous vacation time must be scheduled with the Chairman of the Select Board. The Town Manager shall be allowed to buy back up to ten (10) vacation days per year.

3. The Manager will receive two (2) personal leave days each year distributed on July 1.
4. The Manager shall be granted five (5) bereavement days upon the death of any member of his family, as defined in the Truro Personnel Bylaw.

- C. Retirement Benefits and Medical Insurance. The Manager shall have the same right to participate in the retirement benefits programs as provided to other municipal managers of the Town. The Manager certifies by the execution of this agreement that he has in place alternative family medical coverage as required by law. The Manager shall participate in dental and vision coverage to the same extent as other town employees.
- D. Life Insurance. The Town shall provide term life insurance in the amount of \$100,000.00 and shall pay the policy premiums in their entirety.
- E. Holidays. The Manager shall be eligible for the same Holiday benefits provided to non-union personnel under Article 8 of the Town of Truro Personnel Bylaw, namely the following:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Friday after Thanksgiving
Patriots Day	Day before Christmas
Memorial Day	Juneteenth
Christmas Day	Independence Day
Day before New Year's Day	Labor Day
Thanksgiving	

And any other Holidays as may from time to time be granted to other managers by the Select Board.

Should any of the listed holidays fall on a Saturday, the preceding Friday will be observed; if the holiday falls on a Sunday, the following Monday will be observed. The foregoing will be superseded by any state-mandated alternate celebration dates.

- F. Exceptions. The Town may grant the Manager extended paid sick leave for major illness, or injury in the line of duty, after the Manager exhausts all accrued sick leave, vacation,

and personal time, with proper medical documentation, at the sole discretion of the Select Board. The Town acknowledges the Manager's right, in addition to all benefits granted herein, to the rights provided by law under the Family and Medical Leave Act of 1993, and other federal and state statutes.

- G. Expenses. The Manager shall be provided with an annual vehicle allowance of \$4,000 paid in bi-weekly installments. This allowance shall provide for all necessary travel mileage and related costs. The Manager shall be provided with a cell phone, tablet computer and laptop. Any toll or parking expenses incurred by the Manager for business related travel will be separately reimbursed.
- H. Professional Development. The Town agrees to continue to budget and to pay for the professional dues and subscriptions ICMA, MMA and other professional municipal organizations of the Manager necessary for his ongoing, full participation in national, regional, state and local associations and organizations essential and advantageous for his continued professional participation, growth and advancement, and for the good of the Town.

The Town hereby agrees to budget and to pay the travel and subsistence expenses of the Town Manager for professional and official travel, meetings and occasions adequate to continue the professional development of the Manager and to pursue necessary official and other functions for the Town, including but not limited to the Annual Conference of the International City Management Association, the Massachusetts Municipal Association, and such other national, regional state and local government groups and committees thereof that the Manager serves as a member.

The Town also agrees to budget and to pay for the travel and expenses of the Manager for short courses, institutes and seminars that are advantageous for his professional development and for the good of the Town, at the discretion of the Select Board.

- I. Stipend. The Manager shall receive an annual stipend of Ten Thousand Dollars (\$10,000) to be used for, professional development or any other purpose as determined by Manager. Such cash stipend shall be excluded from salary as that term is defined in paragraph 2. Specifically, calculations of salary adjustments shall exclude such cash stipend.

SECTION 10. INDEMNIFICATION

To the extent permitted by law, the Town shall defend, hold harmless and indemnify the Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties as Town Manager. The Town may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon. The Town agrees to extend this indemnification if any such legal action is undertaken after the Manager ceases to be in the employ of the Town. The Town's indemnification obligations herein shall not extend to any violation of a person's state or federal civil rights if the Manager is adjudged to have acted in

a grossly negligent, willful, or malicious manner, nor shall the indemnification obligations extend to any disciplinary actions or other proceedings by the Town against the Manager.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Select Board, in consultation with the Manager, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are negotiated with the Manager and are not inconsistent with or in conflict with the provisions of this Agreement, or the Town Charter, or any other law. Any such terms and conditions shall be approved in writing by the Select Board and shall be appended to this Agreement and incorporated by reference.

Except as otherwise provided in this Agreement, the Town Manager shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads, or general employees of the Employer as provided by the Town's policies, charter, ordinances, or personnel bylaws and regulations or other practices.

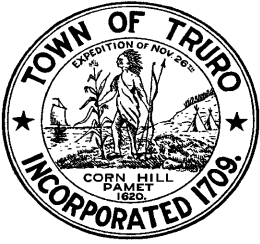
SECTION 12. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties. This Agreement shall not be amended or modified other than by written agreement signed by the parties, pursuant to the provisions of Section 11 of this Agreement.
- B. If any provision or any portion thereof, contained in this Agreement, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- D. All cost items in this Agreement are subject to and contingent on appropriation.
- E. The parties agree and acknowledge that the Manager is an "exempt" Manager under the Fair Labor Standards Act.

[Signature page to follow]

APPENDIX 1

Town Manager Job Description



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT:

REQUESTOR:

REQUESTED MEETING DATE:

ITEM:

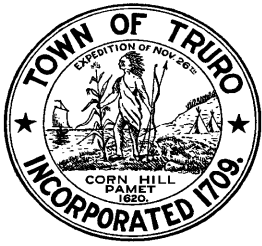
EXPLANATION:

FINANCIAL SOURCE (IF APPLICABLE):

IMPACT IF NOT APPROVED:

SUGGESTED ACTION:

ATTACHMENTS: None.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Ann Courtney, Beach Advisory Committee Chair, Hannah King and Amy Rogers, Commission on Disabilities Co-Chairs, and Stephanie Rein, Select Board Liaison

REQUESTED MEETING DATE: October 22, 2024

ITEM: Review and Possible Approval/ Support of Community Preservation Act Grant Application from Beach Advisory Committee and Commission on Disabilities for Accessible Recreation Improvements at Corn Hill Beach

EXPLANATION: The current boardwalk at Corn Hill Beach was temporarily repaired for the 2024 beach season but will require replacement to maintain safety and accessibility standards. At the October 10, 2024 joint meeting of the Beach Advisory Committee and the Commission on Disabilities, the two groups agreed to submit a joint Community Preservation Act grant application to fund the design and construction of a replacement boardwalk and extended accessible area at Corn Hill Beach. This beach is the only beach in Truro that provides mobility accessibility year-round and would be an ideal location to create an expanded recreational area for persons with mobility challenges.

The two committees are preparing the application, with support from Town staff. Community Services Director Clements and Public Works Director Cabral are working on securing price estimates and appropriate materials and coordinating with Health & Conservation Agent Beebe to determine conservation restrictions that would impact that project.

The two committees are before the Board to request support for this joint application, especially as it would be a modification of Town-owned property. As the custodian of Town-owned property, in accordance with Truro Charter 4-2-6, a final plan for the site would be submitted to the Board for approval if the grant is awarded by Town Meeting.

The application is due by November 1st and will include the staff estimate for the project. Staff is also discussing ways to help fund future maintenance, but notes that the

current boardwalk already requires Town maintenance. There is an opportunity to use materials that may require less maintenance in the future with the new project.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will not be authorization for the application to be submitted and another funding source will have to be identified to bring the boardwalk at Corn Hill beach back up to accessibility and safety standards.

SUGGESTED ACTION: *MOTION TO support the Community Preservation Act Grant application of the Beach Advisory Committee and Commission on Disabilities for Accessible Recreation Improvements at Corn Hill Beach, with final design to be approved at a future Select Board meeting prior to construction (provided the grant is secured).*

ATTACHMENTS:

1. Draft Preliminary CPA Joint Application from Beach Advisory Committee and Commission on Disabilities for Accessible Recreation Improvements at Corn Hill Beach

PROJECT APPLICATION FORM

Applicant Ann Courtney Chair, Beach Advisory Committee and Hannah King, co-chair Commission on Disabilities

Date: _____

Address: PO Box 29, 7 High Ridge Rd Truro 02666

Telephone. 413-364-2805

E-mail. Amcourtney@comcast.net

Submission

Purpose: (Select all that apply) ☐ Open Space

☐ Community Housing

☐ Historic Preservation

☒ X Outdoor Recreation

Town Committee (if applicable): Jointly Truro Beach Advisory Committee and the Commission on Disabilities

Project Name Corn Hill Beach handicap walkway

Project Location/Address: Corn Hill Beach

Amount Requested: \$ _____

Project Summary: In the space below, provide a brief summary of the project.

This proposal requests funding for the planning, design, and building of a new ramp and railing system that will provide safe accessibility to the beach. The design will be ADA compliant and will remove physical barriers to ensure equal access to our public beach for all Truro citizens and visitors.

Architects, engineers, and accessibility experts will be engaged to develop detailed designs and specifications for ramps, railings, sidewalks and other accessibility features that comply with building and conservation codes and ADA accessibility standards.

Estimated Date for Commencement of Project. Fall 2025

Estimated Date for Completion of Project. Spring 2026

Narrative:

This is a joint proposal from the Truro Beach Advisory Committee and the Truro Commission on Disabilities.

The Beach Advisory Committee and the Commission on Disabilities met together on October 10, 2024, to discuss issues of mutual interest. The issue both committees shared concerns about is the deteriorating ramp at Corn Hill. Simply, the handicap accessible walkway at Corn Hill Beach has outlived its lifespan. The walkway was constructed more than 30 years ago and needs constant repair to be used. At this point it is almost impossible to push a wheelchair down the ramp to the beach. Currently, all Truro citizens must deal with the hazards of the current walkway. Corn Hill beach is the only handicap accessible beach in Truro.

Enhance Accessibility: This proposal requests funding for the planning, design, and building of a new ramp and railing system that will provide safe accessibility to the beach. The design will be ADA compliant and will remove physical barriers to ensure equal access to our public beach.

Improve Mobility: The reconstruction project will facilitate smooth and safe movement for all, including those with mobility issues. The new ramp system will provide equal access to Corn Hill beach and benches.

Promote Inclusivity: The reconstruction project will foster an inclusive environment where people with mobility issues are valued and respected by having beach access. Included in this proposal is the request for 2 beach wheelchairs. Truro does own 2 beach wheelchairs (1 at Corn Hill and 1 at Head of the Meadow). Right now, anyone who requests the use of a beach wheelchair must use the chair and then immediately return it to the beach shed for the next person. It is essential that wheelchairs remain with the physically challenged individual until they are ready to return.

Project Scope:

This joint proposal requests funds to design and upgrade ramps and sidewalks to meet ADA accessibility standards, including appropriate width, and slip resistant surfaces that ensure seamless transitions for wheelchair users, individuals with mobility impairments, and all Truro citizens.

Design and Engineering: Engage architects, engineers, and accessibility experts to develop detailed designs and specifications for ramps, railings, sidewalks and other accessibility features that comply with building and conservation codes and ADA accessibility standards.

Construction and Installation: Execute the construction phase, ensuring that a contractor adheres to the approved designs, materials, and timelines.

Timeline:

Cost Estimate:

Planning and Assessment:

Design;

Materials:

Construction:

Equipment:

2 wheelchairs at 3,000.00 each

Feasibility:

Building permits

Conservation review

Map:**Photographs:**



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Department of Public Works

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: Oct 22, 2024

ITEM: Authorization to enter into a contract agreement with Environmental Partners.

EXPLANATION: The OPM Selection Committee interviewed three applicants on September 17, 2024. Based on the presentations and Q&A segment of the interviews the Committee recommended to the Town Manager to enter into contract negotiations with Environmental Partners.

FINANCIAL SOURCE (IF APPLICABLE): This project was funded through a borrowing authorization for \$2,800,000 at the May 2024 Town Meeting followed by passing vote at the ballot.

IMPACT IF NOT APPROVED: Project will not move forward.

SUGGESTED ACTION: *MOTION TO authorize the Town Manager to sign the agreement for the OPM services for the new DPW Facility and associated documents.*

ATTACHMENTS:

1. Contract
2. Attachment A (OPM Scope of Services) will be provided via email to the Select Board on Monday (10/21/2024).
3. Attachment B (OPM Fee Proposal) will be provided via email to the Select Board on Monday (10/21/2024).

Agenda Item: 7K1

AGREEMENT FOR OWNER'S PROJECT MANAGEMENT SERVICES

TOWN OF TRURO

[NAME OF PROJECT]

[Refer to RFQ ID if Applicable]

THIS AGREEMENT made this ____ day of _____ 2024, by and between the **Town of** _____, acting by and through [Town Agency if Applicable], hereinafter referred to as "Owner", with an address of _____ and Environmental Partners Group, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts, having a usual place of business located at 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169, hereinafter referred to as "Project Manager", effective as of the ____ day of _____, 20___. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

1.1. Generally.

1.1.1. For the Project, the Project Manager will perform all project management services and duties set forth in and reasonably inferable from **Attachment A** and G.L. c.149, § 44A½(a), and all services customarily performed by an owner's project manager for a project of the size and complexity of the Project ("Project Management Services"), for which the Project Manager shall be paid the fixed fee in Article 4.

1.1.2. In providing the Project Management Services, the Project Manager shall maintain an effective working relationship with the Designer (as hereinafter defined), general contractors and subcontractors, and other parties performing services on the Project.

1.1.3. The Project Manager shall be the Owner's trusted advisor in providing the Project Management Services. The Project Manager accepts the professional relationship of trust and confidence established by this Agreement.

ARTICLE 2: OWNER RESPONSIBILITIES:

2.1. The persons from time to time designated in writing by the Owner as the Owner's representative, shall have the authority to request services of and furnish information to the Project Manager, and render decisions on behalf of the Owner.

2.2. The Owner will retain an architectural design firm (the "Designer") to design and to prepare contract documents for the Project.

ARTICLE 3: TIME OF PERFORMANCE

3.1.1 The Project Manager shall perform all Project Management Services in a prompt and expeditious manner.

3.2 The Project Manager shall not be responsible for delays in the Project work occurring through no fault of the Project Manager or persons for whom the Project Manager is responsible, including, for example, delays caused by an act of the Owner, Designer or Contractor, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or by delay otherwise authorized in writing by the Owner.

ARTICLE 4: COMPENSATION:

4.1. In consideration of the performance of the Agreement, as set forth in Owner's, the Owner shall pay to the Project Manager a fixed fee set forth in the Project Manager Fee Proposal attached hereto as **Attachment B**, payable in equal monthly installments commencing upon the Effective Date and ending on the date that is 90 days after the Substantial Completion Date established in the Project construction contract documents or, if later, the date set forth in **Attachment B** (the "Basic Services End Date").

4.2. The fixed fee in Section 4.1 includes all reimbursable and out-of-pocket costs of the Project Manager with respect to the Project, all of which costs are included in the fixed fee and shall not be otherwise chargeable to or reimbursable by the Owner.

4.3. If additional services, not required under the Agreement, are requested in writing by the Owner, or if the Project Manager performs any services for the Project after the Basic Services End Date, unless such services were made necessary by a negligent act or omission of the Project Manager or any other failure of the Project Manager to perform under this Agreement, including, without limitation, performing in accord with the standards in Article 9, the Owner shall pay the Project Manager at a rate agreed to by the parties. Such rate shall include all salary, benefits, overhead and profit and all expected reimbursable expenses. The Owner reserves the right to request that the Project Manager provide a lump sum fee for any additional services and if such lump sum fee is agreed upon by the parties, the agreed upon lump sum fee shall be the fee for that particular additional service.

4.4. The Project Manager shall provide the Owner with a written estimate of expected costs for any requested additional services prior to undertaking such work.

4.5. Records of reimbursable expenses pertaining to additional services and other cost information with respect to additional services shall be provided to the Owner or the Owner's authorized representatives upon request.

4.6. The Project Manager shall submit monthly to the Owner a statement for its services rendered in the prior month in accordance with the compensation described in this Article 4 for Owner's approval.

4.7. Payment by the Owner to the Project Manager of the approved statement amount shall be made within thirty (30) days after it is submitted.

ARTICLE 5: AGREEMENT DOCUMENTS:

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

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of any conflict in or among the provisions of the Agreement, the provisions resulting in the greater quantity and better quality of Project Management services, as reasonably determined by the Owner, shall control.

ARTICLE 6: AGREEMENT TERMINATION:

6.1. The Owner may suspend or terminate this Agreement by providing the Project Manager with ten (10) days written notice for any of the following reasons:

1. Failure of the Project Manager, for any reason, to fulfill in a timely and/or proper manner its obligations under this Agreement.
2. Violation of any of the material provisions of this Agreement by the Project Manager.
3. A determination by the Owner that the Project Manager has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement, or has otherwise breached the relationship of trust and confidence established thereby.

In addition, the Owner may terminate this agreement without cause (for any, or no, reason) upon thirty (30) days written notice to the Project Manager.

6.2. If the Owner fails to make payment to the Project Manager of undisputed amounts due and owing as provided in Article 4, the Project Manager may terminate this Agreement upon thirty (30) days written notice to the Owner, provided that if the Owner cures the alleged non-performance within the notice period, the Agreement shall not terminate.

6.3. If the Owner fails to perform any of its obligations (other than as provided in Section 6.2), the Project Manager may terminate this Agreement upon forty-five (45) days written notice to the Owner, provided that if the Owner cures the alleged non-performance within the notice period, the Agreement shall not terminate.

6.4. In the event of such termination, the Project Manager shall be compensated for all services properly rendered prior to the date of termination.

ARTICLE 7: INDEMNIFICATION:

7.1. The Project Manager shall indemnify and hold harmless the Owner, its officers, agents, and employees, from and against damages, losses, and expenses, to the extent caused by the negligent acts, negligent errors or omissions of the Project Manager or their employees in the performance of this Agreement. The Project Manager is not liable for Designer or Contractor errors, omissions, losses, liabilities, delays, costs and expenses incurred by the Owner for their work performed under subsequent contracts.

7.2. The Project Manager's liability resulting from any acts, errors or omissions in the performance of services under this Agreement, and any liability for any indemnity agreed to herein, shall not exceed the amount of compensation paid to the Project Manager under this Agreement or \$500,000, whichever is greater.

7.3. The Project Manager shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement.

ARTICLE 8: AVAILABILITY OF FUNDS:

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

ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW:

9.1. The Project Manager will provide all Project Management Services in a manner (i) that is prompt, expeditious and economical based on compensation established in this Agreement, (ii) that is consistent with standards set forth in this Agreement and implied by law, and service standards for comparable projects by qualified owner's project managers, and (iii) that is consistent with the established Project schedule, budget and other Owner objectives for the Project.

9.2. The Project Manager represents that all Project Management Services will be performed in accordance with all applicable Federal, State, and local laws, ordinances, by-laws, codes, and regulations and in accordance with prudent project management practice.

9.3. The Project Manager agrees that, in performing the Project Management Services under this Agreement, it shall comply with all of the terms of all governmental approvals in connection with the Project.

ARTICLE 10: ASSIGNMENT:

10.1. The Project Manager shall not make any assignment of this Agreement without the prior written approval of the Owner in the form of an amendment hereto.

ARTICLE 11: AMENDMENTS:

11.1. All amendments, changes or modification to the provisions specified in this Agreement can only occur when mutually agreed upon by the Owner and Project Manager in the form of a written amendment to this Agreement signed by officials with authority to bind the Owner and Project Manager.

ARTICLE 12: INSURANCE:

12.1 The Project Manager shall obtain and maintain throughout the duration of the Project the following insurance coverage:

Commercial General and Automobile Liability Insurance shall be written for not less than the limits of liability as follows:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13: DOCUMENTS AND DELIVERABLES:

13.1. All Project documents, plans, drawings, reports and data prepared by, and/or received by, and/or sent by the Project Manager or its consultants in connection with the Project or this Agreement, including, without limitation, plans and specifications, daily reports, meeting minutes, requests for information, and change orders shall become the property of the Owner and, unless otherwise provided by the Massachusetts Public Records Law, shall be deemed public records. The Project Manager shall promptly provide copies of all such documents, etc., upon request of the Owner.

ARTICLE 14: NOTICE:

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

ARTICLE 15: VENUE FOR DISPUTES; CHOICE OF LAW

15.1. All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to review by any state court sitting in the county in which the Owner maintains its principal office, to whose jurisdiction the parties consent, waiving any and all objections to venue or forum. In addition, this Agreement shall be enforced and interpreted in accordance with the laws of the

Commonwealth of Massachusetts, without application of any Massachusetts laws relating to conflicts-of-laws.

ARTICLE 16: STAFFING

16.1 It is understood that the unique abilities of the Project Manager have been a substantial inducement for the Owner to enter into this Agreement. Therefore, the Project Manager will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Owner. The Owner shall have the right of approval of Project Management staff assigned to the Project in accordance with Section 16.2, provided that neither the approval or lack thereof shall relieve the Project Manager of responsibility for the acts and omissions of its staff.

16.2. The Project Manager hereby agrees and acknowledges that one of the conditions of this Agreement is that the individuals in charge of the direction and supervision of the Project on behalf of the Project Manager shall be named and approved by the Owner at least one month prior to the commencement of the Pre-Design Feasibility Study on the Project, and such individuals and the members of the Project Manager's project team set forth below (the "Project Manager's Project Team") shall be available to attend meetings and respond to requests, comments, questions and concerns of the Owner and other parties identified by the Owner. This condition is a substantive inducement to the Owner without which the Owner would not have entered into this Agreement with the Project Manager. Notwithstanding the foregoing, the Project Manager shall submit to the Owner as soon as possible information on the credentials of the proposed project manager and assistant project manager. In consideration of the foregoing, the Project Manager agrees that for so long as any such member of the Project Manager's Project Team is employed by (or, as appropriate, a principal of) the Project Manager, such member(s) shall direct, shall be responsible for, and shall be available to provide the Project Management Services in connection with the Project. If at any time any such member of the Project Manager's Project Team is no longer available as aforesaid, then his replacement shall be subject to the prior approval of the Owner. The Project Manager's Project Team will consist of the persons noted below and necessary assistants and other technical and administrative personnel. All of the Project Manager's Project Team shall be experienced in projects similar in size, scope and complexity to the Project. Each member of the Project Team shall be appropriately licensed and certified and qualified by training and experience in their respective fields. No change will be made in the composition of the Project Team without the Owner's approval. No personnel in the Project Team designated as full-time on the Project shall assume additional responsibilities outside of the Project without the written consent of the Owner. The Owner may require replacement of any member of the Project Manager's Project Team upon notice to the Project Manager with or without cause. The members of the Project Manager's Project Team are as follows:

Name:

Title:

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

16.4. The Project Manager will at all times remain an independent contractor and is not an agent of, employee of, or a joint venturer with, the Owner.

16.5. Except as provided in the immediately following sentence, the Project Manager will not have the authority to enter into agreements on the Owner's behalf or otherwise bind the Owner by its decisions and the Project Manager will not hold itself out as the Owner's agent. The Project Manager shall act in the capacity of an agent or representative of the Owner only to the extent expressly authorized by the terms of this Agreement or as the Owner may from time to time otherwise expressly authorize the Project Manager in writing.

ARTICLE 17: CERTIFICATIONS:

17.1. By signing this Agreement, the Project Manager certifies under penalties of perjury that:

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

7. Pursuant to M.G.L. c.62C, §49A, I hereby certify under the penalties of perjury that the respondent named herein has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
8. Its proposal/statement of qualifications submitted to the Owner has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word person shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

18. ARTICLE 18: MISCELLANEOUS

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

18.2. This Agreement represents the entire and integrated agreement between the Owner and the Project Manager and supersedes all prior negotiations, representations or agreements, either written or oral.

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

18.4. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

18.5. No employee or official of the Owner shall assume any personal liability pursuant to this Agreement.

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

PROJECT MANAGER
ENVIRONMENTAL PARTNERS GROUP, LLC
a MASSACHUSETTS LIMITED LIABILITY
Company

OWNER
THE TOWN OF "INSERT TOWN NAME"
"INSERT ENTITY IF APPLICABLE,"
By its "BOARD OF SELECTMEN/TOWN
MANAGER/TOWN ADMINISTRATOR"
pursuant to vote of the Town Board of
Selectmen on "INSERT DATE"

By: _____
Signature

Print Name

Print Title

By: _____
Signature

Print Name

Print Title

By: _____
Signature

Print Name

Print Title

By: _____
Signature

Print Name

Print Title

By: _____
Signature

Print Name

Print Title

By: _____
Signature

Print Name

Print Title

Approved to as to form:

Town Counsel

527611/KOPE/0003

ATTACHMENT A
Owner's Project Manager
Scope of Services

[INSERT SCOPE]



October 21, 2024

Mr. Darrin K. Tangeman, ICMA-CM
Town Manager
Town Hall
PO Box 2030
24 Town Hall Road
Truro, MA 02666

**RE: DPW Facility: OPM Services
Attachment A and B**

Dear Mr. Tangeman:

As requested, Environmental Partners Group, LLC (Environmental Partners/EP) is pleased to submit this scope of work and fee proposal for project management services to assist the Town of Truro with the proposed Department of Public Works (DPW) Facility. The Town requested that EP prepare an agreement following the Town's standard contract. EP provided comments on the contract on October 15, 2024.

This Scope of Work (referred to as Attachment A in the Town's Agreement), and the Town's Agreement when executed, will serve as the contract between EP and the Town of Truro (Client). Our fee proposal and rates are also provided (referred to as Attachment B in Client's Agreement).

Project Background

In May 2024, Town meeting authorized approximately \$2.83 million for engineering and related services for the DPW facility. The Town issued a Request for Qualifications (RFQ) for Owner's Project Manager (OPM) services, and after reviewing responses and conducting interviews, EP was selected.

Based on our conversation on October 10 with you, Kelly Clark, and Jarrod Cabral, we discussed the scope of work. It was agreed that Task No.1 would consist of a review of the construction costs at various sites that were previously considered by Client's staff and the Building Committee, and an update of those former cost estimates to current-day opinion of probable costs.

Task No. 2 will be consistent with the scope contained in the RFQ and include the necessary tasks up to the completion of the Bidding Phase. As funds have not been approved for construction, EP has not included construction phase services.

Task 3 was requested by the Client last week. The purpose of this task is to create an on-line feedback poll that the public can participate in, including site preference. EP recommends the survey and poll be created after the completion of Task 1.

Scope of Services

Task 1 – Site Alternatives Cost Update and Comparison

EP will provide the following services.

Arrange a kick-off meeting (virtual) with Client staff to discuss the status of the project, obtain prior reports and cost estimates, and any other relevant documents.

Review the alternative site locations (4) previously considered by the Client and the Architect (Weston & Sampson).

Review the construction cost estimates prepared by Weston & Sampson. Comment on elements of the cost estimates that appear to be out of scale or under-estimated based on EP's experience.

Update the previous cost estimates using EP's experience and recent cost estimates. Contact building contractors to provide information on cost trends.

Prepare a memorandum and summary level comparison of the four sites identifying advantages, disadvantages, permitting requirements, and opinion of probable construction costs.

Submit the memorandum to the Client (and Building Committee). Prepare a presentation for the Client and Building Committee, and attend one (1) meeting to present the findings.

Total Hours: 177

Task 2 – OPM Services

EP will provide the following services. (The services are based on the Client's Request for Qualifications (RFQ)).

The Owner's Project Manager's (OPM) responsibilities shall include performance of all services customarily performed by an owner's project manager, including but not limited to, the following services:

1. Review the architect's work as it relates to the quality and efficiency of design and preparation of architect's schedules and cost estimates.
2. Review architect's invoices for services rendered and make recommendations for payment.
3. Define any conflicts between and among design documents, including as between schematic and final designs and make recommendations to the Client and the architect to resolve them.
4. Review the schematic plans, design development documents, construction documents, evaluations and specifications for cost effectiveness, constructability issues, missing items, coordination, and compliance with the requirements of M.G.L. Chapter 149, Section 44A-M and

all other applicable laws and regulations including all prequalification requirements. EP shall not be responsible for errors and/or omissions of the architect or design team.

5. Attend meetings (18 total; 1 meeting per month for 18 months) and all other designated committees the Project is presented to, for permitting requirements, to present reports on status of project and progress in meeting the project schedule developed in concert with the Client.
6. Act as the Client's Agent during the planning, design and engineering development of this project.
7. In general, provide advice and consultation to the Client with respect to design, value engineering, scope of work, cost estimating, general contractor and sub-contractor pre-qualifications, scheduling, and coordination of work. EP has included third party professional cost estimating services to provide independent cost estimates on the Schematic Design (SD) and Design Development (DD) drawings, with an allowance of \$55,000 for these services.
8. Assist the Client and Architect with the preparation and issuance of bid and other procurement documents for contract work, including but not limited to required filed sub-bids in accordance and compliance with all public bidding requirements and General Laws of the Commonwealth of Massachusetts.
9. Assist Client with pre-qualification of bidders and filed sub-bidders.

(Note: Tasks 10 -14 (below, from the RFQ) are related to the construction phase, which will depend on future funding, are not included and will be added by amendment).

10. Oversee the work of the Architect and complete an Architect Evaluation upon completion of the project.
11. Oversee the work of the General Contractor (or Construction Manager at Risk) throughout construction and provide fulltime on-site representation throughout construction.
12. Provide support services throughout close-out and associated one (1) year warranty period.
13. Coordinate with Client Departments to facilitate the completion of the project, including, but not limited to, attending Client board/committee/commission meetings, monitoring budget compliance, and coordinating on-site issues with Contractor/Architect.
14. Assist with evaluations of contractors and sub-contractors upon completion of the project(s).

Total Hours: 833.

Task 3 – Public Participation Survey and Poll

EP will provide the following services.

Create an on-line survey form and poll to solicit feedback from the public. The survey form will be created with guidance from the Client and the Building Committee. The survey will be conducted after the completion of Task 1. The on-line survey will be developed and placed on the Client's web page. An allowance of \$15,000 is provided for these services.

Total Hours: 56. Software allowance. \$3,000.

Fee and Payment

Environmental Partners proposes to perform the indicated scope of services as previously described on a time and materials basis for the fee of Three Hundred and Seventy Two Thousand Dollars (\$372,000). Environmental Partners' current time charge rates are attached. Billing rates shall be subject to adjustment annually every April. All expenses and subconsultants shall be marked-up 12%. A breakdown of the fee by task is as follows:

Task	Fee
Task 1	\$48,545
Task 2 (1-9)	\$308,455
Task 3 (Allowance)	\$15,000
Total	\$372,000

Invoices will be issued to the Client on a monthly basis and will be based upon time and materials spent for tasks identified above. The compensation indicated above is based on an estimate of the character and extent of work involved. Unforeseen conditions, which become evident during the course of the work, may alter or increase the effort required. The amount indicated will not be exceeded without written amendment between the Client and Environmental Partners.

Project Schedule

Services will be provided on an on-call basis for Task 1 and 3 between October 28, 2024 and April 30, 2025. Services for Task 2 will be provided between October 28, 2024 and April 2026 (18 months presumed, consistent with the design schedule)

The proposed fee and effort are based upon Environmental Partners' best faith effort to fully understand the needs of this letter proposal. If the scope of the services to be rendered is changed materially or if the period of time required to render services hereunder is extended beyond the completion dates proposed, the amount of compensation provided shall be adjusted appropriately (if required), upon approval of the Client and Environmental Partners. If project delays outside of Environmental Partners' control cause the completion date to extend substantially, additional

compensation may be requested through a written amendment to account for additional coordination time.

Upon the receipt of the executed agreement, Environmental Partners and the Client will schedule a project kick-off meeting via teleconference and confirm the project schedule.

Acceptance

We trust that this scope of work has been responsive to your needs, and we appreciate the opportunity to be able to assist you with this project. Please feel free to contact me at 617-657-0276 or by e-mail at pcm@envpartners.com, if you have any questions or require additional information.

Upon receipt of the executed agreement, we will commence the performance of the services described in this scope.

Sincerely,

Environmental Partners Group, LLC

A handwritten signature in black ink that reads "Paul C. Millett". The signature is written in a cursive, flowing style.

Paul C. Millett, P.E.
Senior Principal
P: 617.657.0276
E: pcm@envpartners.com

Attachments:

Town-Consultant Agreement

EP Labor Rates

ATTACHMENT B
Owner's Project Manager Fee Proposal

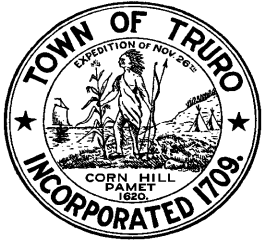
[INSERT FEE SCHEDULE]

527611/KOPE/0003

Environmental Partners Group, LLC Standard Billing Rates

Effective until March 31, 2025

CATEGORY	HOURLY RATE
Principal	\$285
Senior Project Manager	\$250
Project Manager	\$238
Senior Project Engineer/Scientist	\$210
Project Engineer	\$180
Project Scientist GIS Coordinator	\$178
Engineer GIS Specialist	\$160
Hydrogeologist	\$145
Scientist	\$140
GIS Technician	\$135
Technician	\$115
<u>Resident Project Representatives</u>	
Horizontal Construction	\$155
Vertical Construction	\$140
Clerical	\$99



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Bob Higgins-Steele and Brian Boyle, Energy Committee Co-Chairs

REQUESTED MEETING DATE: October 22, 2024

ITEM: Review and Direct Energy Committee to Pursue a Grant for National Electric Vehicle Infrastructure Formula Program and Review and Direct Energy and Climate Action Committees to Pursue a Grant for Municipal Vulnerability Preparedness Program

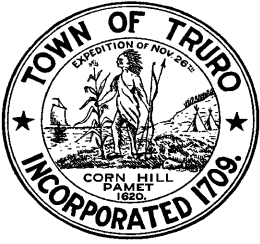
EXPLANATION: Energy Committee Co-Chairs Bob Higgins-Steele and Brian Boyle will present on two grants that the Energy Committee would like to apply for: a Grant for National Electric Vehicle Infrastructure Formula Program and a joint grant with the Climate Action Committee for the Municipal Vulnerability Preparedness Program. The Energy Committee requests Select Board direction on applying for these funding opportunities.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Energy Committee will not have direction on pursuing the funding opportunities.

SUGGESTED ACTION: *MOTION TO direct the Energy Committee to Pursue a Grant for the National Electric Vehicle Infrastructure Formula Program and to direct the Energy and Climate Action Committees to Pursue a Grant for Municipal Vulnerability Preparedness Program.*

ATTACHMENTS: NONE



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Town Clerk

REQUESTOR: Elisabeth Verde, Town Clerk

REQUESTED MEETING DATE: October 22, 2024

ITEM: Review and Approval of items for the November 5, 2024, Election

EXPLANATION: These are procedural items regarding the upcoming Election on Tuesday, November 5, 2024.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Non-compliance with MA General Law. The Warrant must be posted by October 29, 2024 (no fewer than seven days prior to the November 5, 2024, State Election).

SUGGESTED ACTION:

1. *Motion to Approve the November 5, 2024, Election Warrant and Authorize Staff to Sign Electronically.*
2. *Motion to Approve the Posting of the Warrant for the November 5, 2024, Election and Authorize Staff to Sign Electronically.*
3. *Motion to Delegate the Chief of Police to Designate the number of Police Officers at Precinct 1 and Designate which Police Officers will work the polls at Precinct 1.*

ATTACHMENTS:

1. The Warrant for the Election on November 5, 2024
2. Official posting of the State Primary Election warrant
3. Memo Regarding Police Detail for Election Day

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR STATE ELECTION

SS.

To the Constables of the City/Town of _____ Truro _____,

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at:

_____ Ward 0, Precinct 1 _____

_____ Truro Community Center, 7 Standish Way, North Truro 02652 _____

on **TUESDAY, THE FIFTH DAY OF NOVEMBER, 2024**, from 7:00 A.M. TO 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

ELECTORS OF PRESIDENT AND VICE PRESIDENT	FOR THESE UNITED STATES
SENATOR IN CONGRESS	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS	_____ DISTRICT
COUNCILLOR.....	_____ DISTRICT
SENATOR IN GENERAL COURT	_____ DISTRICT
REPRESENTATIVE IN GENERAL COURT	_____ DISTRICT
CLERK OF COURTS.....	_____ COUNTY
REGISTER OF DEEDS.....	_____ DISTRICT
COUNTY COMMISSIONER	_____ COUNTY
BARNSTABLE ASSEMBLY DELEGATE	_____ COUNTY

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives **before** May 1, 2024?

SUMMARY

This proposed law would specify that the State auditor has the authority to audit the legislature.

A YES VOTE would specify that the State auditor has the authority to audit the legislature.

A NO VOTE would make no change in the law relative to the State Auditor's authority.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would eliminate the requirement that a student pass the Massachusetts Comprehensive Assessment System (MCAS) tests (or other statewide or district-wide assessments) in mathematics, science and technology, and English in order to receive a high school diploma. Instead, in order for a student to receive a high school diploma, the proposed law would require the student to complete coursework certified by the student's district as demonstrating mastery of the competencies contained in the state academic standards in mathematics, science and technology, and English, as well as any additional areas determined by the Board of Elementary and Secondary Education.

A YES VOTE would eliminate the requirement that students pass the Massachusetts Comprehensive Assessment System (MCAS) in order to graduate high school but still require students to complete coursework that meets state standards.

A NO VOTE would make no change in the law relative to the requirement that a student pass the MCAS in order to graduate high school.

QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

The proposed law would provide Transportation Network Drivers ("Drivers") with the right to form unions ("Driver Organizations") to collectively bargain with Transportation Network Companies ("Companies")-which are companies that use a digital network to connect riders to drivers for pre-arranged transportation-to create negotiated recommendations concerning wages, benefits and terms and conditions of work. Drivers would not be required to engage in any union activities. Companies would be allowed to form multi-Company associations to represent them when negotiating with Driver Organizations. The state would supervise the labor activities permitted by the proposed law and would have responsibility for approving or disapproving the negotiated recommendations. The proposed law would define certain activities by a Company or a Driver Organization to be unfair work practices. The proposed law would establish a hearing process for the state Employment Relations Board ("Board") to follow when a Company or Driver Organization is charged with an unfair work practice. The proposed law would permit the Board to take action, including awarding compensation to adversely affected Drivers, if it found that an unfair work practice had been committed. The proposed law would provide for an appeal of a Board decision to the state Appeals Court. This proposed law also would establish a procedure for determining which Drivers are Active Drivers, meaning that they completed more than the median number of rides in the previous six months. The proposed law would establish procedures for the Board to determine that a Driver Organization has signed authorizations from at least five percent of Active Drivers, entitling the Driver Organization to a list of Active Drivers; to designate a Driver Organization as the exclusive bargaining representative for all Drivers based on signed authorizations from at least twenty-five percent of Active Drivers; to resolve disputes over exclusive bargaining status, including through elections; and to decertify a Driver Organization from exclusive bargaining status. A Driver Organization that has been designated the exclusive bargaining representative would have the exclusive right to represent the Drivers and to receive voluntary

membership dues deductions. Once the Board determined that a Driver Organization was the exclusive bargaining representative for all Drivers, the Companies would be required to bargain with that Driver Organization concerning wages, benefits and terms and conditions of work. Once the Driver Organization and Companies reached agreement on wages, benefits, and the terms and conditions of work, that agreement would be voted upon by all Drivers who has completed at least 100 trips the previous quarter. If approved by a majority of votes cast, the recommendations would be submitted to the state Secretary of Labor for approval and if approved, would be effective for three years. The proposed law would establish procedures for the mediation and arbitration if the Driver Organization and Companies failed to reach agreement within a certain period of time. An arbitrator would consider factors set forth in the proposed law, including whether the wages of Drivers would be enough so that Drivers would not need to rely upon any public benefits. The proposed law also sets out procedures for the Secretary of Labor's review and approval of recommendations negotiated by a Driver Organization and the Companies and for judicial review of the Secretary's decision. The proposed law states that neither its provisions, an agreement nor a determination by the Secretary would be able to lessen labor standards established by other laws. If there were any conflict between the proposed law and existing Massachusetts labor relations law, the proposed law would prevail. The Board would make rules and regulations as appropriate to effectuate the proposed law. The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect.

A YES VOTE would provide transportation network drivers the option to form unions to collectively bargain with transportation network companies regarding wages, benefits, and terms and conditions of work

A NO VOTE would make no change in the law relative to the ability of transportation network drivers to form unions.

QUESTION 4: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would allow persons aged 21 and older to grow, possess, and use certain natural psychedelic substances in certain circumstances. The psychedelic substances allowed would be two substances found in mushrooms (psilocybin and psilocyn) and three substances found in plants (dimethyltryptamine, mescaline, and ibogaine). These substances could be purchased at an approved location for use under the supervision of a licensed facilitator. This proposed law would otherwise prohibit any retail sale of natural psychedelic substances. This proposed law would also provide for the regulation and taxation of these psychedelic substances. This proposed law would license and regulate facilities offering supervised use of these psychedelic substances and provide for the taxation of proceeds from those facilities' sales of psychedelic substances. It would also allow persons aged 21 and older to grow these psychedelic substances in a 12-foot by 12-foot area at their home and use these psychedelic substances at their home. This proposed law would authorize persons aged 21 or older to possess up to one gram of psilocybin, one gram of psilocyn, one gram of dimethyltryptamine, 18 grams of mescaline, and 30 grams of ibogaine ("personal use amount"), in addition to whatever they might grow at their home, and to give away up to the personal use amount to a person aged 21 or over. This proposed law would create a Natural Psychedelic Substances Commission of five members appointed by the Governor, Attorney General, and Treasurer which would administer the law governing the use and distribution of these psychedelic substances. The Commission would adopt regulations governing licensing qualifications, security, recordkeeping, education and training, health and safety requirements, testing, and age verification. This proposed law would also create a Natural Psychedelic Substances Advisory Board of 20 members appointed by the Governor, Attorney General, and Treasurer which would study and make recommendations to the Commission on the regulation and taxation of these psychedelic substances. This proposed law would allow cities and towns to reasonably restrict the time, place, and manner of the operation of licensed facilities offering psychedelic substances, but cities and towns could not ban those facilities or their provision of these substances. The proceeds of sales of psychedelic

substances at licensed facilities would be subject to the state sales tax and an additional excise tax of 15 percent. In addition, a city or town could impose a separate tax of up to two percent. Revenue received from the additional state excise tax, license application fees, and civil penalties for violations of this proposed law would be deposited in a Natural Psychedelic Substances Regulation Fund and would be used, subject to appropriation, for administration of this proposed law. Using the psychedelic substances as permitted by this proposed law could not be a basis to deny a person medical care or public assistance, impose discipline by a professional licensing board, or enter adverse orders in child custody cases absent clear and convincing evidence that the activities created an unreasonable danger to the safety of a minor child. This proposed law would not affect existing laws regarding the operation of motor vehicles while under the influence, or the ability of employers to enforce workplace policies restricting the consumption of these psychedelic substances by employees. This proposed law would allow property owners to prohibit the use, display, growing, processing, or sale of these psychedelic substances on their premises. State and local governments could continue to restrict the possession and use of these psychedelic substances in public buildings or at schools. This proposed law would take effect on December 15, 2024.

A YES VOTE would allow persons over age 21 to use certain natural psychedelic substances under licensed supervision and to grow and possess limited quantities of those substances in their home and would create a commission to regulate those substances.

A NO VOTE would make no change in the law regarding natural psychedelic substances.

QUESTION 5: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

The proposed law would gradually increase the minimum hourly wage an employer must pay a tipped worker, over the course of five years, on the following schedule:

- To 64% of the state minimum wage on January 1, 2025;
- To 73% of the state minimum wage on January 1, 2026;
- To 82% of the state minimum wage on January 1, 2027;
- To 91% of the state minimum wage on January 1, 2028; and
- To 100% of the state minimum wage on January 1, 2029

The proposed law would require employers to continue to pay tipped workers the difference between the state minimum wage and the total amount a tipped worker receives in hourly wages plus tips through the end of 2028. The proposed law would also permit employers to calculate this difference over the entire weekly or bi-weekly payroll period. The requirement to pay this difference would cease when the required hourly wage for tipped workers would become 100% of the state minimum wage on January 1, 2029.

Under the proposed law, if an employer pays its workers an hourly wage that is at least the state minimum wage, the employer would be permitted to administer a “tip pool” that combines all the tips given by customers to tipped workers and distributes them among all the workers, including non-tipped workers.

A YES VOTE would increase the minimum hourly wage an employer must pay a tipped worker to the full state minimum wage implemented over five years, at which point employers could pool all tips and distribute them to all non-management workers.

A **NO VOTE** would make no change in the law governing tip pooling or the minimum wage for tipped workers. Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

QUESTION 6

Do you approve of the amendments to the Barnstable County Charter summarized below? SUMMARY
The revisions to the Barnstable County Charter proposed by the Assembly of Delegates amend the fiscal provisions of the Charter to: codify the Assembly of Delegates' Standing Committee on Finance and define its powers and duties; expressly authorize the Assembly of Delegates to increase, decrease, add or omit items to the annual budget proposed by the Board of Regional Commissioners; expressly authorize submission of supplemental budget requests by the Board of Regional Commissioners; and expressly authorize any member of the Assembly of Delegates, or the Board of Regional Commissioners, to introduce a request for a supplemental appropriation ordinance after the adoption of the County's fiscal year operating budget, while requiring those ordinances to provide the specific means for defraying the appropriations therein contained.

QUESTION 7

Shall the State Representative from this district be instructed to vote in favor of legislation that would support the development of SouthCoast Wind and Commonwealth Wind and other possible future offshore and onshore wind power developments in Massachusetts?

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 22nd day of October, 2024.

_____	_____
_____	_____
_____	_____

_____Select Board of Truro_____

_____posted in eight locations in the Town_____

_____	_____, 2024.
Constable Signature	(Month and Day)

POSTING OF THE WARRANT

In conformity with Section 2.3.5 of the Truro Town Charter, you are hereby directed to serve these warrants, by posting duly-attested copies in Town Hall, the United States Post Offices, two other public places in Truro and two other public places in North Truro, fourteen days, at least, before the date of said meeting.

Hereto fail not and make due return of the warrants, together with your doings thereon, to the Town Clerk, at time and place of said meetings. Given unto our hands this 22nd Day of October in the Year of our Lord, Two Thousand and Twenty-Four.

We, the members of the Select Board of the Town of Truro, have read the warrant for the Election to be held from 7:00 am to 8:00 pm on November 5, 2024, at the Truro Community Center, 7 Standish Way, North Truro, MA 02652.

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

Susan H. Areson, Chair

Robert M. Weinstein, Vice-Chair

Nancy Medoff, Clerk

Susan Girard-Irwin

Stephanie J. Rein

A true copy, attest:

Elisabeth Verde
Town Clerk, Town of Truro

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

Constable

Date



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

MEMORANDUM

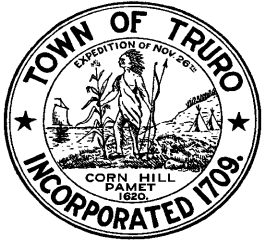
To: Select Board
From: Elisabeth Verde, Town Clerk
Date: October 17, 2024
Subject: Police Detail for Election on November 5, 2024

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

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

The proposed motion is as follows:

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



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Betty Gallo, Truro Housing Authority Chair

REQUESTED MEETING DATE: October 22, 2024

ITEM: Support for the Truro Housing Authority Community Preservation Act Grant

EXPLANATION: The Truro Housing Authority requests that the Truro Select Board support the Truro Housing Authority in the submission of a grant application to the Community Preservation Committee (CPC) for a minimum of 60% of the available Community Preservation Funds to go to the Truro Affordable Housing Trust Fund. The Housing Authority is expected to vote on the application at its 10/21/24 meeting.

The Truro Housing Authority regularly submits such grants on behalf of the Truro Affordable Housing Trust Fund, and submitted a nearly identical grant last year for 60% of the available CPC funds. Betty Gallo, Chair of the Truro Housing Authority, will be present at the Select Board meeting to provide further details related to this request, if needed.

FINANCIAL SOURCE (IF APPLICABLE): Community Preservation Act Funds

IMPACT IF NOT APPROVED: The Select Board will not support the submission of the Community Preservation Act grant applications submitted by the Truro Housing Authority. Failure to secure CPC Funds (if approved by the CPC and later by Town Meeting) may mean that the Affordable Housing Trust Fund may not have the funds to pay for important housing initiatives. Additionally, failure of the Community Preservation Commission to allocate 60% of funds for housing would put the allocations out of compliance with the General Bylaw.

SUGGESTED ACTION: *Motion to support the Truro Housing Authority to submit the application to the Community Preservation Committee for a minimum of 60% of the available Community Preservation Funds to go to the Truro Affordable Housing Trust Fund.*

ATTACHMENTS:

- a. Project Application Form

PROJECT APPLICATION FORM

Applicant: Affordable Housing Trust

Submission Date : 11/1/24

Address: Truro Town Hall

Purpose: (Select all that apply)

☐ **Open Space**

☒ **Affordable Housing**

☐ **Historic Preservation**

☐ **Recreation**

Telephone: 860-930-6529

E-mail: betty@bettygallo.com

Town Committee:

(If applicable): Truro Housing Authority, on behalf of the Truro Affordable Housing Trust

Project Name: Affordable Housing Trust

Project Location/Address: N/A

Amount Requested: A minimum of 60% of the available Community Preservation Funds for the Fiscal Year 2026.

Project Summary: In the space below, provide a brief summary of the project.

See Narrative.

Estimated Date for Commencement of Project: Ongoing

Estimated Date for Completion of Project: Ongoing

PROJECT NARRATIVE

This application requests funding in the amount of a minimum of 60% of the available Community Preservation Funds for FY2026 on behalf of The Truro Affordable Housing Trust for the purpose of Community Housing. This Trust was established by Massachusetts General Law 274 of the Acts of 2002. The funds of this Trust can be used for a variety of activities that create, support and preserve affordable housing. The Community Preservation enabling legislation has provisions specifically for the CPC to fund Trusts. Currently the members of the Select Board serve as the trustees.

The need for affordable housing in Truro has been well documented, and the lack of quality affordable housing is one of the most critical problems facing the sustainability of our community. Funding for the Affordable Housing Trust provides opportunities to fund projects that could include assisting in maintaining affordability, land acquisition, pre-development/feasibility study, or any other program allowable under the CPA. Projects can be reviewed at any time (so not tied to the yearly Town Meeting cycle), and are approved by the Select Board.

In the past, the Truro Affordable Housing Trust funds have been used to assist in re-sales of affordable homes and to provide buy-down funds to ensure that affordability remains. This is a truly critical program, as deed riders from the 1990's include re-sale calculations that can result in unaffordable home sale prices. Trust funds have also been used to assist the Truro Housing Authority and Habitat for Humanity in land acquisition. More recently the Trust has used their CPA funds to:

- Allocate \$1.8 million to the Cloverleaf Housing Project for a local funding match to leverage state grants, to subsidize the cost of infrastructure and soft costs associated with the project. Funds were also allocated to help cover increased costs caused by a combination of the delay in start of the project and inflation.
- The AHT has allocated funds for the Rental Assistance Program, designed to assist income-eligible families who are struggling to pay their rent. We have been helping Truro families stay in their homes since 2022.
- The AHT will be especially important, as Truro begins the process of building desperately needed affordable housing on the Walsh Property. In the short term, it will be important source for funding the cost of developing an RFP, conducting environmental studies, etc.

The rationale for requesting this amount of money from CPC is to maintain a pool of funds that are quickly accessible for time-sensitive affordable housing initiatives so that Truro can take advantage of these opportunities as they arise. Funding for CPC eligible projects is especially important this year since the funds in AHT are seriously depleted. We believe that this amount is required to ensure that the Cloverleaf and Walsh projects have the funds to move forward at a steady pace to provide housing needed to make Truro sustainable. These funds will support strategies identified in the approved Housing Production Plan (HPP), and to respond to the sense of urgency that the housing crisis has generated in our community.

REVIEW AND RECOMMENDATION CRITERIA/GUIDELINES

- Consistent with goals and priorities of the Select Board and the proposed Local Comprehensive Plan.
- Economically and reasonably feasible to implement.
- Serves multiple needs and populations.
- Leverages additional or multiple sources of funding (required by most State and federal funding applications).
- Utilizes, preserves, protects or enhances currently owned Town land or housing assets.
- Consistent with recent Town Meeting actions, as supported at the Annual Town meeting.
- Community Character: Promotes diversity through affordable housing and is consistent with Town planning documents, including the Local Comprehensive Plan and the Housing Production Plan.

- Community Impact/Needs: Meets multiple needs and populations in Town, addresses significant community needs, and meets the needs of an underserved population.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: October 22, 2024

ITEM: Review and possible approval of the FY24 CDBG Grant Administration Contract with Bailey Boyd Associates, Inc.

EXPLANATION: A Request for Proposals (RFP) for the CDBG FY24 Grant Administration was duly advertised and opened on September 5, 2024, at 12:00pm. Bailey Boyd Associates was the only respondent. Bailey Boyd Associates has provided this service for many years and does an excellent job resulting in no issues with the State on the management of this grant.

FINANCIAL SOURCE (IF APPLICABLE): Administrative Expenses allowed under the CDBG Grant that was recently awarded to the Town.

IMPACT IF NOT APPROVED: The Town will not have a grant manager.

SUGGESTED ACTION: *Motion to approve the FY24 CDBG Grant Administration Agreement with Bailey Boyd Associates and to authorize the Chair to electronically sign.*

ATTACHMENTS:

1. Legal Ad Notice
2. Notice of Award and Grant Administration Contract

PUBLIC NOTICE

REQUEST FOR PROPOSALS – GRANT ADMINISTRATION CDBG PROGRAM GRANT

The Town of Truro is requesting proposals for grant administration services for its CDBG FY24 CDBG Program that includes housing rehabilitation and childcare subsidies in the towns of Truro, Eastham, Harwich, and Provincetown.

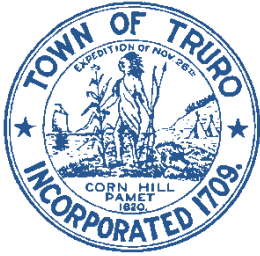
Copies of the detailed Request for Proposals may be obtained from the office of the Town Manager or online at www.truro-ma.gov/home/pages/bids-proposals. Interested firms qualified in the field of grant administration shall submit proposals to the Town Manager at Truro Town Hall, 24 Town Hall Road, PO Box 2030, Truro, MA 02666 by **SEPTEMBER 5, 2024 AT 12 NOON.**

Minimum qualifications are: five years of successful experience in grant administration, including projects of similar scale and scope; and evidence of suitable insurance coverage for such services. Selection criteria are included in the detailed Request for Proposals. Respondents must comply with all applicable civil rights and employment opportunity laws.

The Town of Truro reserves the right to reject any or all proposals, to waive any informalities in the proposals received, and to accept the proposal which best meets the criteria set by the Town.

Darrin Tangeman, Town Manager

Published: Provincetown Independent,
August 22 and August 29, 2024



TOWN OF TRURO

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

October 11, 2024

Cassie Boyd, President
Bailey Boyd Associates Inc.
9 Hillside Road
Scituate, MA 02066

Re: Notice of Award for FY24 CDBG Grant Administration

Dear Ms. Boyd,

I am happy to inform you that the Town of Truro has accepted your request for proposal for Grant Management Services for the FY24 CDBG Grant Administration. This item will be placed on the October 22, 2024, meeting Agenda of the Select Board.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the owner within 5 days.
Dated this October 11, 2024.

If you should have any questions regarding this, please feel free to contact me at extension #111.

Thank you for your interest in the Town of Truro.

Sincerely,

Darrin Tangeman
Town Manager

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Cassie Boyd Marsh
this the 16th day of October, 2024.

By Cassie Boyd Marsh

Title Grant Administrator

Employer Identification Number 26-4419902

AGREEMENT
BY AND BETWEEN
TOWN OF TRURO AND
BAILEY BOYD ASSOCIATES, INC.

THIS AGREEMENT, was made as of the 22nd day of October, 2024 by and between the Town of Truro, Massachusetts (hereinafter referred as the MUNICIPALITY) and Bailey Boyd Associates, Inc., hereinafter referred to as the CONSULTANT). WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of Truro, Massachusetts_ has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing & Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of housing rehabilitation and childcare subsidies (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 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 Darrin Tangeman. TELEPHONE 508 349-7004 x111.

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: CDBG Quarterly Report

DATE DUE: 15th day of each new quarter through grant closeout

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 EOHLC.

The CONSULTANT shall use its best efforts to ensure that it will not knowingly use funds under this contract to purchase, or enter into contracts to purchase, any equipment, services, or systems that use

telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the CONSULTANT shall alert the MUNICIPALITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about October 22, 2024 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, 2025

7. COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed Two-hundred Seven Thousand Dollars (\$207,000), 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. Payment of invoices will be tied to progress towards meeting the grant milestones and to CONSULTANT's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the CONSULTANT represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

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.

8.1.1 PROGRAM INCOME: If the CONSULTANT's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, CONSULTANT will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

8.1.1. PHOTOGRAPHIC DOCUMENTATION (for construction projects only): CONSULTANT shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of grant closure.

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 EOHLC, 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. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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 parties to this AGREEMENT, and receives approval from EOHLC 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 and 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 11478, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 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.

8.9 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 526.

8.10 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.

8.11 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 etseq.

8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the CONSULTANT should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The CONSULTANT shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement

8.13 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 EOHLC 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 EOHLC.

9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, 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, the MUNICIPALITY, and EOHLC, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c.93H, M.G.L. c. 66 sec. 17A 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.

The CONSULTANT certifies that the CONSULTANT has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Agreement, that the CONSULTANT shall communicate these provisions to and enforce them against its subcontractors, and that the CONSULTANT shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the CONSULTANT is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c.

66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause EOHLC, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

The CONSULTANT and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the CONSULTANT will promptly notify EOHLC in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the CONSULTANT will cooperate with the MUNICIPALITY, EOHLC, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

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: <u>Cassie Boyd Marsh</u>	<u>10/16/2024</u>
(signature of authorized representative & title)	(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 TRURO : _____	By: CONSULTANT
	<i>Cassie Boyd Marsh</i> 10/16/2024
Authorized Signatory _____ Date _____	name Cassie Boyd Marsh _____ Date _____
<u>Certification as to Availability of Funds:</u> _____	<u>Approval of Contract as to Form:</u> _____
Town/City Accountant _____ Date _____	Town Counsel/City Solicitor _____ Date _____
<u>Approval of Contract as to Appropriate Procurement Method</u> _____	
Town/City Procurement Officer _____ Date _____	

ATTACHMENT A: Scope of Services for Grant Administrator

The Grant Administrator shall perform the necessary administrative services as presented in the Town's FY 24 CDBG Application activity and RFP for grant administration. These services will include:

- grant start-up which includes preparation of grant administration contracts, submission for funding source approval, assistance with procurement of housing rehab subgrantee, completion of special conditions, environmental review, publication of legal notices, meetings with town staff including town manager, assistant town manager, town accountant and treasurer, secure office and meeting space for sub-grantee, training of sub-grantee staff, review of all program regulations, marketing materials and documentation including applications, closing documents, deed restrictions, etc., review of grant bank accounts, request for release of funds, project start-up including initial procurement and initial set up of OCDGMS system
- kick off meeting then daily phone call(s) with sub-grantee to resolve program issues, client problems and construction questions. Monthly consultation with sub-grantee to include review of client matrix, oversight of all program activities, review and approval of all case files previous to closings and during construction, review of work write-ups, marketing, income qualification, beneficiary coordination, contractor selection, work inspection, and all other program implementation and follow-up issues
- daily or weekly input to OCDGMS system
- formal quarterly monitoring of sub-grantee to include review of all written materials and program files
- coordination and submission of quarterly reports
- review and submission of any single case waivers or program amendments and extensions
- set up, advertise, and coordinate interim public hearing
- monthly audit of program bank accounts
- monthly drawdown, tracking of funds and preparation of warrant request for program funds
- assistance with subordination agreements
- coordination and representation in all funding source monitorings
- participation in town audit of grant programs
- completion of bid documentation, program procurement, hiring, and all other documentation required by the funding source or the Town
- coordination with other housing agencies
- coordination with other participating funding sources
- oversight and implementation of grievance procedure
- report to Town Select Board at least twice during the grant period
- meeting with Town Manager & Assistant Town Manager regarding program issues
- meetings with local housing committees and housing authorities regarding program
- completion and/or oversight of all other administrative and program issues
- final close-out of program including all funding source requirements and final monitoring of program

CHILDCARE SUBSIDY PROGRAM

- Program start-up

- Marketing of childcare subsidy program through the media, childcare providers, schools and the community
- Development and distribution of childcare flyers, applications, income documentation guidance
- Development of childcare provider rules and paperwork for acceptance and payment
- Regular meetings with childcare providers
- Income documentation of all applicants
- Assist families in completing applications and securing childcare
- Final approval of all applicants
- Training sessions for providers
- Regular monitoring of participant attendance
- Regular monitoring of childcare providers for licenses, adherence to program rules
- Emergency assistance to families in crisis regarding childcare needs
- Quarterly meeting with all providers
- Recruitment of providers and families in Community Development Advisory Committee
- Report to the Town Select Board
- Quarterly Reports
- Participation in childcare meetings throughout the community, as appropriate

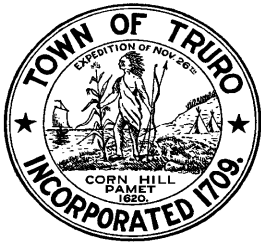
Attachment B: Schedule of Compensation

<u>Grant Phases</u>	<u>Tasks</u>	<u>Estimated Cost</u>
FY24 Grant Application	Prepared FY24 CDBG Application	\$6,000
Project Start-Up	<p>-Grant start-up which includes procurement of sub-grantee, sub-grantee and administration contracts, completion of special conditions, preparation and advertisement of environmental review, preparation and payment for publication of legal notices, meetings with town staff including town manager, accountant and treasurer, training of sub-grantee staff, review of all program regulations, marketing materials and documentation including applications, self-declarations, etc., review of program content and schedule, request for release of funds, project start-up including initial procurement and initial set up of OCDGMS system</p> <p>Staff responsible: Grant Administrator, Fiscal Administrator, Childcare Subsidy Coordinator, Clerk</p>	Approximately \$12,000 based on salaries & reimbursable costs
Monthly Grant Administration	<p>-Daily phone call(s) with sub-grantee to resolve program issues, marketing and client questions.</p> <p>- Weekly meetings with sub-grantee to include review of client matrix, oversight of all program activities, review and approval of all case files previous to closings, review of marketing, income qualification, beneficiary coordination, consultant procurement, and all other program implementation and follow-up issues</p> <p>-Daily or weekly input to OCDGMS system</p> <p>formal quarterly monitoring of sub-grantee to include review of all written materials and program files</p> <p>-Coordination of quarterly reports</p> <p>review and submission of any program amendments or extensions</p> <p>-Set up, advertise, and coordinate interim public hearing</p> <p>-Monthly audit of bank account</p> <p>-Monthly drawdown, tracking of funds and preparation of warrant request for program funds</p> <p>-Coordination and representation in all funding source monitoring</p> <p>-Participation in town audit of grant programs</p> <p>-Completion of bid documentation, program procurement, hiring and all other documentation required by the funding source or Town</p> <p>-Oversight and implementation of grievance procedure</p> <p>-Report to all participating Select Boards at least twice during the grant period meeting with Town Manager and Assistant Town Manager monthly regarding program issues</p> <p>-Meetings with local housing committees regarding program</p> <p>-Day-to-day operation of childcare subsidy program</p> <p>-Completion and/or oversight of all other administrative and program issues.</p>	\$11,800 per month for 15 months. Approximation based on salaries & reimbursable costs

	Staff responsible: Grant Administrator, Fiscal Administrator, Childcare Subsidy Coordinator, Clerk	
Project Close-Out	-Final close-out of program, including all funding source requirements and final monitoring of program. -Participation in town audit for two fiscal years. Staff responsible: Grant Administrator, Fiscal Administrator, Childcare Subsidy Coordinator, Clerk	Approximately \$12,000 based on salaries & reimbursable costs
Total		\$207,000

Estimate is based upon grant administration salaries and reimbursement for line item expenses associated with the administration of this grant which will vary monthly based upon actual line item costs

TRURO FY24 CDBG Grant Administration			
Personnel:	Grant Administration	Childcare Subsidy	Total
Grant Administrator	\$64,500	\$0	\$64,500
Fiscal Administrator	\$51,000	\$0	\$51,000
Clerk/Bookkeeper	\$8,300	\$4,000	\$12,300
Childcare Subsidy Program Manager	\$0	\$14,500	\$14,500
Taxes & Fringe:			
Grant Administrator	\$21,930	\$0	\$21,930
Fiscal Administrator	\$17,340	\$0	\$17,340
Clerk/Bookkeeper	\$581	\$280	\$861
Childcare Subsidy Program Manager	\$0	\$4,930	\$4,930
Total Personnel	\$163,651	\$23,710	\$187,361
Program Delivery:			
Memberships/Publications	\$150	\$10	\$160
Training & Education	\$50	\$10	\$60
Travel	\$750	\$230	\$980
Accounting/disbursements	\$0	\$0	\$0
Legal Services	\$200	\$0	\$200
Advertising	\$500	\$100	\$600
Printing	\$400	\$100	\$500
Communications	\$2,000	\$100	\$2,100
Supplies & Materials	\$3,000	\$290	\$3,290
Maintenance & Repairs	\$500	\$0	\$500
Audit	\$0	\$0	\$0
Computer & related expenses	\$799	\$100	\$899
Equipment	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0
Other- Insurance, Utilities	\$4,000	\$350	\$4,350
Application Preparation (FY24)	\$6,000	\$0	\$6,000
Total Program Delivery	\$18,349	\$1,290	\$19,639
TOTAL PRICE PROPOSAL	\$182,000	\$25,000	\$207,000



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: October 22, 2024

ITEM: Review and Possible Approval of Water Service Application

EXPLANATION: An application has been submitted to provide new water service to 43 Shore Road, a single-family residence. The Board of Health has approved.

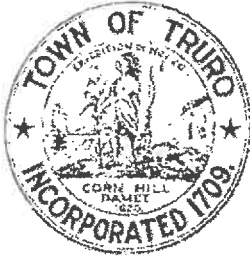
FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicant will not be permitted to acquire new water service to dwelling.

SUGGESTED ACTION: *Motion to approve the water service application for 43 Shore Road and authorize the Chair to sign with a digital signature.*

ATTACHMENTS:

- 1. Truro Water Service Application



TOWN OF TRURO BOARD OF HEALTH

P.O. Box 2030, Truro MA 02666
Tel: 508-349-7004 Fax: 508-349-5508

RECEIVED
ADMINISTRATIVE OFFICE
TOWN OF TRURO

TRURO WATER SERVICE APPLICATION FOR NEW OR EXPANSION OF EXISTING WATER SERVICE

APPLICANT INFORMATION

Date: 9/16/2024 Name: Judith Dutra
Water Service Address: 43 Shore Road Map/Parcel/Lot 36/148
Mailing Address: P.O. Box 326 City/State/Zipcode North Truro, MA 02652
Phone Number: [REDACTED] Email Address: N/A

EMERGENCY TELEPHONE NUMBERS

Plumber Name: N/A Phone Number: _____
Property Manager: N/A Phone Number: _____
Other Name & Phone Number: Jean Stanley, The Resource Inc., 508-694-6521

TYPE OF SERVICE REQUESTED:

- ☒ New Water Service: Proposed Title 5 Design Flow: 440 GPD
☐ Expansion of Water Service:
Existing Title 5 Design Flow: _____ Proposed Title 5 Design Flow: _____
☐ Water Service for Condominium Conversion (separate meters, tap etc.)

Type of Facility:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Single Family | <input type="checkbox"/> Condo | <input type="checkbox"/> Multifamily Dwelling |
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Motel | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Retail | <input type="checkbox"/> Office Building | <input type="checkbox"/> Industrial: _____ |

Meter installations fifty (50) feet or greater from the curb stop must be in a meter pit adjacent to the curb top. Concrete meter pits are required in roads or driveways.

I hereby agree to abide by all the rules and regulations of the Provincetown Water Department now in force or to be established by the Water and Sewer Board and declare that there is no other means of supplying potable water on-site (e.g. private well).

10/2/2024

Applicant Signature: Judith Dutra

ONCE TRURO & PROVINCETOWN OFFICIALS HAVE APPROVED THE APPLICATION, PLEASE SUBMIT A COPY TO THE TRURO HEALTH DEPARTMENT

SIGNATURES OF APPROVAL *** OFFICIAL USE ONLY*******


TRURO BOARD OF HEALTH

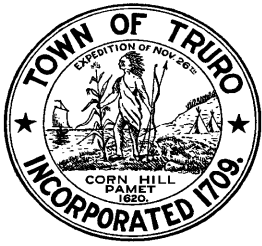
10-1-24
DATE OF APPROVAL

TRURO BOARD OF SELECTMEN

DATE OF APPROVAL

PROVINCETOWN WATER &
SEWER BOARD

DATE OF APPROVAL



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: October 22, 2024

ITEM: Truro Police Employees Federation (TPEF) MassCOPS Memorandum of Agreement (detail rate change)

EXPLANATION: This MOA is intended to modify the private detail rate to \$75.00 per hour which is the competitive detail rate for Outer Cape towns. This does not have a budgetary impact for the Town of Truro, but is instead paid by the vendor/contractor requesting the private detail. This change allows the Police Chief to retain our own officers for local Truro details that he would not otherwise be able to fill these details because our officers would go to other Towns to fill other details at more competitive rates.

FINANCIAL SOURCE (IF APPLICABLE): Vendors/ contractors requesting private detail services

IMPACT IF NOT APPROVED: The private detail rate will remain unchanged and it will remain difficult to schedule officers for the private details.

SUGGESTED ACTION: *Motion to approve the Truro Police Employees Federation MassCOPS Memorandum of Agreement (detail rate change) and authorize the Town Manager to sign.*

ATTACHMENTS:

- a. TPEF MOU re: Detail Rate Change
- b. Memo from TPEF

September 17, 2024

Sir,

The Truro Police Union formally requests a Memorandum of Understanding (MOU) in regard to increasing the Detail Rate.

We understand the Truro Police Contract will be opened and remain open for the upcoming negotiations. We do not wish to review other components of the contract until negotiations begin.

We would like the MOU to be effective immediately, with an annual review beginning July 1, 2025, and include the following:

The detail rate initially will be set at \$75.00 per hour.

Annual reviews will consider the detail rates of all Cape towns and the detail rate will be revised based on the highest paid rates.

Thank you for your prompt attention to this important matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Roda', with a long horizontal flourish extending to the right.

Sergeant Thomas Roda

President

MCOP, Local 438

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF TRURO
AND
TRURO POLICE EMPLOYEES' FEDERATION MassCOPS
OCTOBER 17, 2024**

NOW COMES the Town of Truro (the "Town"), acting by and through its Town Manager and Chief of Police, the Truro Police Employees Federation, Mass Cops, who hereby agree as follows:

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement that expires on June 30, 2025;

WHEREAS, the Town and the Union are desirous of amending the existing agreement;

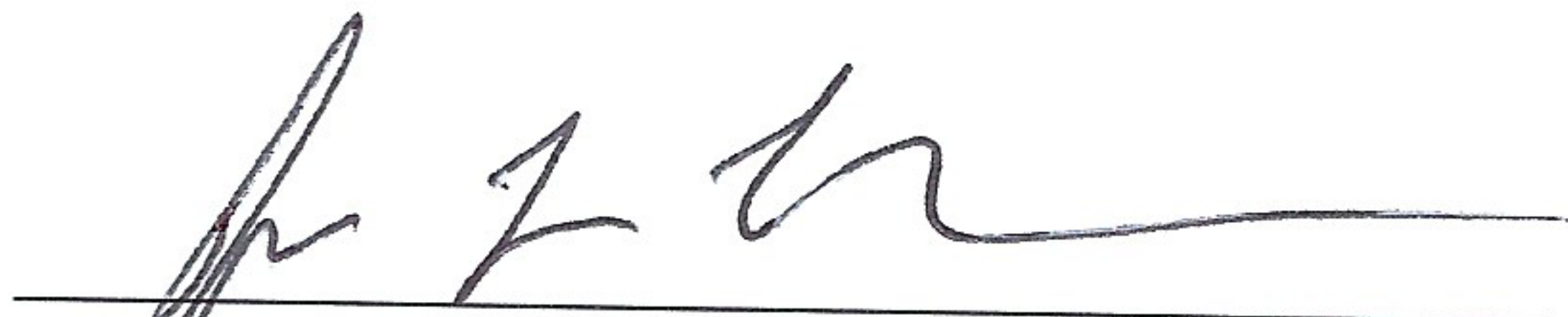
NOW THEREFORE, the parties agree as follows:

1. The existing contract shall continue in force and effect and its terms, except to the extent specifically amended as below.
2. The Town and the Union agree to amend Article 15 to read as follows:
"The private detail rate for private details shall be \$75.00 per hour."
3. The Town and the Union agree to reevaluate the rate of detail pay annually for the term of the collective bargaining agreement.

FOR THE TOWN

Darrin Tangeman, Town Manager

FOR THE UNION



Sgt. Tom Roda