



**Truro Board of Selectmen**  
**Special Meeting and Work Session**  
**Tuesday, September 19, 2017-5:00PM**  
Truro Town Hall – 24 Town Hall Rd, Truro, MA

**Special Meeting Agenda**

1. Open the Meeting
2. Transfer from Affordable Housing Trust for Survey Expenses  
Presenter: Rae Ann Palmer, Town Manager
3. Acceptance of Deed for Property from MassDOT  
Presenter: Rae Ann Palmer, Town Manager
4. Adjourn the Meeting

**Work Session Agenda**

1. Open the Meeting
2. Discussion of Police Chief Search
3. Discussion of Emergency Operations
4. Great Hollow Beach
5. Adjourn Meeting



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Rae Ann Palmer, Town Manager

**REQUESTED MEETING DATE:** September 19, 2017

**ITEM:** Transfer from Affordable Housing Trust for Survey Expenses

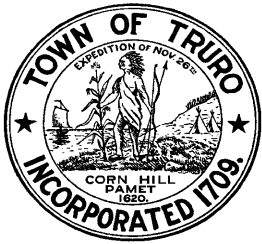
**EXPLANATION:** The Commonwealth of Massachusetts, Department of Transportation is transferring title of a parcel of land containing 3.91 acres, located near the intersection of Highland Road and Route 6, for affordable housing purposes to the Town. As agreed, the Town will receive the property for a nominal payment of \$10.00 and the Town will pay for the survey and engineering plan expenses in the amount of \$16,944.48. The Truro Housing Authority is requesting a transfer from the Affordable Housing Trust to cover the survey expenses. The Trust currently has a balance of \$77,760.93.

**FINANCIAL SOURCE (IF APPLICABLE):** Affordable Housing Trust

**IMPACT IF NOT APPROVED:** The transfer of the parcel from the Massachusetts Department of Transportation will not be completed.

**SUGGESTED ACTION:** *Motion to authorize the transfer of \$16,944.48 from the Affordable Housing Trust for payment of the survey and engineering expenses for acquisition of a parcel of land located near the intersection of Highland Road and Route 6 and as defined in the deed from the Commonwealth of Massachusetts.*

**ATTACHMENTS:** None



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Rae Ann Palmer, Town Manager

**REQUESTED MEETING DATE:** September 19, 2017

**ITEM:** Acceptance of Deed for Property from MassDOT

**EXPLANATION:** At the April 26, 2016 Annual Town Meeting, Truro voters approved, by majority vote, an article authorizing the Board of Selectmen to acquire from the Commonwealth of Massachusetts a parcel of land containing 4 acres, more or less, located near the intersection of Highland Road and Route 6 for affordable housing purposes. To accept the land defined as a parcel of land located on Highland Road, Truro, Massachusetts, containing approximately 3.91 acres of land, the Board of Selectmen must vote and sign the Release Deed, Disclosure Statement and MEPA form. The Release Deed should be executed by the full Board of Selectmen and the Board may vote to authorize the Chair to sign the second two documents. The land will be transferred for a nominal consideration of \$10.00 and the Town is responsible for the survey and engineering costs associated with the transaction.

The terms of the deed include a seven year time frame for acquiring a permit for housing of which at least twenty-five percent (25%) of the total number of residential dwelling units constructed on the Premises shall be sold or rented to individuals or households earning no more than eighty (80%) of the applicable Area Median Income ("AMI"). It also includes a restriction on access and egress onto Route 6 and, when developed, mutual agreement for traffic flow onto Highland Road.

I want to recognize the support and efforts of LT Governor Karen Polito, Senator Julian Cyr, Representative Sarah Peake, and Secretary Jay Ash of the Executive Office of Housing and Community Development. Their help was critical in helping the Town to acquire the property and to negotiate the terms of the Release Deed.

**FINANCIAL SOURCE (IF APPLICABLE):** Affordable Housing Trust

**IMPACT IF NOT APPROVED:** The land will not be transferred to the Town.

**SUGGESTED ACTION:** *Motion to accept the Release Deed for a parcel of land located on Highland Road, Truro, Massachusetts, containing approximately 3.91 acres of land, described in Exhibit A of the Deed and to authorize the Chairman to sign the Disclosure Statement and MEPA form.*

**ATTACHMENTS:**

1. Release Deed
2. Disclosure Form
3. MEPA

**RELEASE DEED**

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION**, a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts created pursuant to, and acting under the authority of, Chapter 6C of the Massachusetts General Laws, having a principal place of business at Ten Park Plaza, Boston, MA 02116 (“Grantor”), successor by law to the Massachusetts Highway Division, which was the successor by law to the Massachusetts Department of Public Works, for consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release, *without covenants*, to the **TOWN OF TRURO**, a Massachusetts municipal corporation, having an address at 24 Town Hall Road, Truro, Massachusetts 02666, (“Grantee”), all right, title, and interest of Grantor, if any, in a parcel of land located on Highland Road, Truro, Massachusetts, containing approximately 3.91 acres of land, described more particularly in Exhibit A, attached hereto and incorporated herein (the “Premises”), being part of the same premises that the Department of Public Works, acting on behalf of the Commonwealth of Massachusetts, in State Layout Plan No. 4052 dated May 19, 1953, recorded in the Barnstable County Registry of Deeds (the “Registry”) in Plan Book \_\_\_\_, Page \_\_\_\_ did alter, lay out, and take charge of, as a State highway, a road previously laid out in the Town of Truro known as the Mid Cape Highway (Route 6), the layout of which has now been altered by Grantor by State Layout Plan No. 8575 recorded in the Registry in Plan Book \_\_\_\_, Plan \_\_\_\_, and shown thereon as Parcel “1-LS-1” and being a portion of the property acquired by said Department of Public Works by Order of Taking recorded with the Registry in Book 843, Page 562, and shown as “Parcel 1,” containing 170,339 S.F. (3.91 Acres), more or less, on a plan entitled “Plan of Land in Truro Massachusetts,” dated September 6, 2017, prepared by VHB, Inc., recorded with the Registry in Plan Book \_\_\_\_, Page \_\_\_\_.

Pursuant to Chapter 25 of the Acts of 2009, as amended by Chapter 26 of the Acts of 2009 and Chapter 120 of the Acts of 2009, Grantor is the successor to the Commonwealth of Massachusetts Department of Public Works.

By acceptance of this Deed and as partial consideration therefor, Grantee, on behalf of itself and its successors and assigns, hereby (i) accepts the Premises “as is”, “where is”, and “with all defects”, including but not limited to the presence of any “oil”, “hazardous material”, or “hazardous waste”, as those terms are defined in Massachusetts General Laws, Chapter 21E, as amended, and the regulations promulgated pursuant thereto, 310 CMR 40.0000 et seq., as amended, and any and all substances similarly classified under any present or future federal, state, or local laws, statutes, ordinances, rules, regulations, and the like related to protection of human health or the environment; (ii) acknowledges that Grantor makes no representation or warranty as to the merchantability, fitness, or suitability of the Premises for any particular use or purpose; (iii) acknowledges, covenants, and agrees that no vehicular access shall be constructed or allowed directly from the Premises onto Route 6; (iv) acknowledges and agrees that in order

Property Address: N/S of Highland Road, Truro, Massachusetts

for Grantee to provide any driveway access into and egress from the Premises by a left-hand turn for access to and from Highland Road, Grantee needs to demonstrate to Grantor's reasonable satisfaction, based on a traffic study and/or other plans and materials that Grantor may reasonably request from Grantee, that a left turn will not unreasonably compromise or endanger vehicle and pedestrian safety, such consent not to be unreasonably delayed, conditioned or withheld; Grantor agrees to work cooperatively to permit such left-hand turn access; (v) agrees that if there is any work or any activities proposed on the Premises that require review under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations") that have not been previously subject to MEPA review, then prior to "Commencement of Construction" as defined under the MEPA Regulations, Grantee shall file or cause to be filed with the MEPA Office at the Executive Office of Energy and Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. If any such filing is made within five (5) years after the date that this Deed is recorded with the Registry (the "Date of Recording"), Grantee shall disclose in its MEPA application the fact that the Premises were acquired from Grantor and shall provide to Grantor evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Premises that occurs within five (5) years after the Date of Recording; (vi) agrees to comply with any applicable provisions of M.G.L. Chapter 9, Sections 26 through 27C, as amended by Chapter 254 of the Acts of 1988, (the "MHC Acts") and all regulations promulgated thereunder, including, without limitation, 950 CMR 71.00, as amended, and Grantee also agrees to provide to Grantor evidence of satisfaction of any applicable provisions of the MHC Acts and any other Massachusetts Historical Commission ("MHC") requirements; and (vii) agrees that it will coordinate with the Natural Heritage and Endangered Species Program, if applicable, before any construction is commenced on the Premises and that it is the responsibility of Grantee and its successors and assigns to survey the Premises for resource areas and file for any applicable permits under the Massachusetts Wetlands Protection Act with the local conservation commission or the Massachusetts Department of Environmental Protection, as applicable or required under law.

Grantor is a public instrumentality that supports the development of safe and efficient transportation and also transit-oriented development, which can assist in increasing the Commonwealth's housing supply. By acceptance of this Deed, Grantee for itself and its successors and assigns does agree to comply with the following housing agreements and covenants:

(i) Within seven (7) years from the Date of Recording, either Grantee or its successors or assigns must obtain a building permit (the "Permit") necessary for the construction of a mixed-income housing development (the "Project") on the Premises, and (ii) at least twenty-five percent (25%) of the total number of residential dwelling units constructed on the Premises shall be sold or rented to individuals or households earning no more than eighty (80%) of the applicable Area Median Income ("AMI") for the area in which the Town of Truro is located as defined by the U.S. Department of Housing and Urban Development (the "Affordability Covenant"). The Affordability Covenant is an affordable housing restriction under M.G.L. c. 184, effective as of the Date of Recording, and will terminate 30 years after the issuance of the final Certificate of Occupancy for all of the Project's units. The Premises shall not be developed in phases without Grantor's consent.

Grantee agrees that Grantor shall have a right to retake title to the Premises on the terms set forth herein (the “Reacquisition Right”) in the event that the Permit is not obtained within seven (7) years from the Date of Recording (the “Permit Period”). In the event that Grantor intends to exercise its Reacquisition Right, Grantor shall provide written notice (the “First Notice”) to Grantee and its successors and assigns (if any) that Grantor intends to acquire title to the Premises because the Permit was not obtained within the Permit Period. If Grantee disagrees with the facts contained in the First Notice or if, in Grantee’s determination, the Permit has not been obtained due to events outside the reasonable control of Grantee, including, without limitation, because of appeals filed as to any permits and approvals necessary to undertake the Project, Grantee may, within the sixty (60) day period following the date of receipt of the First Notice, respond with a written notice (the “Response Letter”) explaining why the facts recited in the First Notice may not be accurate, the status of the Project, and/or the reasons for the delay. The Response Letter shall be addressed to the officer of Grantor who issued the First Notice (or his or her successor, if such officer is no longer incumbent).

If the Response Letter is delivered to Grantor within said sixty (60) day period, and if the Permit has not been obtained because of unforeseen circumstances and/or other reasons outside Grantee’s reasonable control despite Grantee’s good faith and diligent efforts, Grantor agrees that it will extend the Permit Period for a reasonable period of time, not to exceed one (1) year from the date of the Response Letter (or such later date that Grantor is amenable to), to enable Grantee to obtain the Permit. Grantor agrees to meet with Grantee at least once after the receipt of the Response Letter to discuss the status of the Project and possible extensions. If an extension of the Permit Period is allowed, to prevent a cloud on title and to extend the term of the Reacquisition Right up to two (2) years to ensure the Reacquisition Right does not expire before the extended Permit Period expires, Grantor may record an instrument noticing that the extension period was granted and extending the Reacquisition Right to the date set forth in such instrument.

If Grantor determines that an extension is not warranted or if the Permit is not obtained within the extended Permit Period, then Grantor shall provide Grantee at least thirty (30) days prior written notice of its intention to exercise the Reacquisition Right. Grantor shall effectuate the Reacquisition Right by recording in the Registry a Notice of Title Reversion and, upon recording thereof, the fee simple title to all of the Premises will automatically vest in Grantor without any further action being necessary. Grantor agrees to provide Grantee ninety (90) days from the date on which Grantor informs Grantee of the recording of the Notice of Title Reversion to remove any equipment and/or improvements installed or built on the Premises, provided that Grantee restores any of the land disturbed by such removal activities as nearly as practical to its pre-removal condition.

Notwithstanding the foregoing, the parties acknowledge that the Reacquisition Right is intended to encourage the development of the Premises, rather than as a punitive measure, and the parties agree to cooperate in good faith to accomplish Grantor’s and Grantee’s objective of using the Premises for mixed income housing subject to the Affordability Covenant. If it is not feasible to develop the Premises for such mixed income housing and Grantee provides evidence reasonably satisfactory to Grantor that such development is not feasible, then Grantor and

Grantee may agree on the development of the Premises for a municipal or other public use acceptable to Grantor and Grantee, and Grantor will amend or release the Affordability Covenant to accommodate the new agreed-upon use and will release its Reacquisition Right.

Grantor agrees that if Grantee or its successor or assign obtains the Permit within the Permit Period or the extended Permit Period, if any, and submits evidence of the Permit to Grantor, Grantor shall issue a Certificate of Compliance, forever releasing Grantor's reversionary rights in the Premises. If Grantor has not exercised its Reacquisition Right by recording the Notice of Title Reversion within two (2) years from the expiration of the Permit Period or the extended Permit Period, if any, the Reacquisition Right set forth in this Deed shall automatically lapse and no longer be in force and effect.

All notices to be sent under this Deed shall be sent either by personal delivery or by U. S. certified mail, postage prepaid with return receipt requested, or by recognized express courier service marked for overnight service and providing receipt for delivery, and the notice shall be considered sent when delivered to the addressee even if not accepted by that party.

All agreements and covenants herein run with the land, and the Premises are subject thereto so that anyone who is a successor-in-title to Grantee to all or any portion of or any interest in the Premises shall, by acceptance of a deed or other document of grant or conveyance, be bound by such agreements and covenants, and all benefits, if any thereunder, shall inure to such successor(s)-in-title.

The Premises herein described are no longer needed for highway purposes and were formally declared excess to highway needs on January 13, 2017, by Grantor.

This conveyance is made subject to all rights, restrictions, reservations, eminent domain takings by third parties, liens, encumbrances, and easements of record, if any, in the Registry, insofar as same are now in force and applicable and all easements, licenses, and permits granted to public or private utilities and cable companies.

The Affordability Covenant, Reacquisition Right, and Grantor's other rights hereunder shall not be considered subordinate to any encumbrances or instruments recorded in the future in the Registry on the title to the Premises or to any rights granted by Grantee in the Premises to others from and after the recording of this Deed.

No activities, construction, or other actions on the Premises by Grantee, its successors or assigns or of any of the agents, contractors, dwelling unit purchasers, or tenants of any of the foregoing, or other parties related to or allowed on the Premises by Grantee or any of the foregoing, shall interfere with the operation by Grantor of the State highway system or of any other mass transit facilities.

Grantee, by acceptance of Grantor's delivery of this Deed, hereby acknowledges, accepts, and agrees it is bound by and will comply with all terms and provisions set forth in this Deed. The Town's Acceptance of Deed, and certified Town Meeting vote authorizing said acceptance, are attached hereto and incorporated herein.



Pursuant to the provisions of Section One of Chapter 64D of the Massachusetts General Laws, no excise tax shall be due on this Deed.

*[Signature is on the next page.]*

IN WITNESS WHEREOF, the Massachusetts Department of Transportation has caused these presents to be signed, sealed, acknowledged and delivered in its name and behalf by Stephanie Pollack, Secretary and Chief Executive Officer of the Massachusetts Department of Transportation, this \_\_\_\_\_ day of September, 2017.

\_\_\_\_\_  
Stephanie Pollack  
Secretary and Chief Executive Officer  
Massachusetts Department of Transportation

Approved as to form:

\_\_\_\_\_  
Lauren D. Armstrong  
Deputy General Counsel, MassDOT and MBTA

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this \_\_\_\_ day of September, 2017, before me, the undersigned Notary Public, personally appeared Stephanie Pollack, in her capacity as Secretary and Chief Executive Officer of the Massachusetts Department of Transportation, who proved to me through satisfactory evidence of identification which was her personal identity known to me to be the person whose name is signed on the herein document and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Massachusetts Department of Transportation.

\_\_\_\_\_  
Print Name  
Notary Public  
My Commission Expires:

SEAL

**EXHIBIT A**

**TRURO  
DESCRIPTION OF PREMISES**

A parcel of land in the Town of Truro, Barnstable County, shown as "Parcel 1" on a plan entitled "Plan of Land in Truro Massachusetts," dated September 6, 2017, prepared by VHB, Inc., recorded with the Barnstable County Registry of Deeds, bounded and described as follows:

Beginning at a point on the northeasterly location line of the 1953 (Layout No. 4052) State highway alteration of Mid Cape Highway (Route 6), said point bearing N 40°34'38" E and being 150.00 feet distant from Station 320+60.00 of the main baseline of said 1953 layout; thence N 72°26'56" E 227.26 feet; thence S 58°18'36" E 582.21 feet; thence S 13°52'47" E 150.00 feet; thence S 61°32'11" W 209.61 feet; thence N 49°25'22" 742.30 to the point of beginning.

ACCEPTANCE OF DEED

On this 19th day of September, 2017, the Town of Truro, acting by and through its Board of Selectmen pursuant to the vote taken under Article 20 of the April 26, 2016 Annual Town Meeting, a certified copy of which is attached hereto and incorporated herein, hereby accepts the foregoing deed to property located off Route 6, Truro, from the Massachusetts Department of Transportation.

TOWN OF TRURO,  
By its Board of Selectmen

\_\_\_\_\_  
Paul C. Wisotzky, Chairman

\_\_\_\_\_  
Maureen Burgess, Vice-Chairman

\_\_\_\_\_  
Robert Weinstein, Clerk

\_\_\_\_\_  
Janet W. Worthington

\_\_\_\_\_  
Jay Coburn

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 19th day of September, 2017, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, member of the Truro Board of Selectmen, as aforesaid, who 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/they signed it voluntarily for its stated purpose on behalf of the Town of Truro.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

**INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

A parcel of land in the Town of Truro, Barnstable County, shown as "Parcel 1" on a plan entitled "Plan of Land in Truro Massachusetts," dated September 6, 2017, prepared by VHB, Inc., recorded with the Barnstable County Registry of Deeds, bounded and described as follows:

Beginning at a point on the northeasterly location line of the 1953 (Layout No. 4052) State highway alteration of Mid Cape Highway (Route 6), said point bearing N 40°34'38" E and being 150.00 feet distant from Station 320+60.00 of the main baseline of said 1953 layout; thence N 72°26'56" E 227.26 feet; thence S 58°18'36" E 582.21 feet; thence S 13°52'47" E 150.00 feet; thence S 61°32'11" W 209.61 feet; thence N 49°25'22" 742.30 to the point of beginning.

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

Disposition by Massachusetts Department of Transportation

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

Massachusetts Department of Transportation

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

Town of Truro

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

\_\_\_\_\_ Lessor/Landlord                      \_\_\_\_\_ Lessee/Tenant

\_\_\_\_\_ Seller/Grantor                        X   Buyer/Grantee

\_\_\_\_\_ Other (Please describe): \_\_\_\_\_

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

Inhabitants of the Town of Truro

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

N/A

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Town of Truro

\_\_\_\_\_  
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

\_\_\_\_\_  
AUTHORIZED SIGNATURE of DISCLOSING PARTY      DATE (09/19/2017)

\_\_\_\_\_, Duly Authorized

Paul Wisotzky, Chairman, Board of Selectmen

\_\_\_\_\_  
PRINT NAME & TITLE of AUTHORIZED SIGNER



# LAND DISPOSITION -- ENVIRONMENTAL CHECKLIST

The purpose of this checklist is to confirm, prior to any Land Transfer of MassDOT property, that the proper environmental ramifications have been taken into consideration and that all environmental regulatory requirements -- required to be addressed prior to the transfer of any interest in real estate -- have been adequately and appropriately addressed. The information on this checklist was provided by the prospective grantee, who remains responsible for complying with all applicable regulations.

The MEPA Regulations found at 301 CMR 11.00 define "*Land Transfer*" as the "*execution and delivery by an Agency of any deed, license, or other document that transfers real property or an interest in real property.*" Additionally, 301 CMR 11.12 40 states that the *Land Transfer* shall not occur until MEPA has indicated that no additional environmental review of the EIR is required **and** 60 days has elapsed following the Notice of Availability in the *Environmental Monitor*.

<b>PARCEL INFO</b>	<b>Parcel Address:</b>	Highland Road
	<b>Size of Parcel (in square feet):</b>	170,339 s.f.
	<b>Type of Real Estate Interest:</b>	Fee Interest
	<b>Entity Acquiring the Parcel from MassDOT:</b>	Town of Truro

<b>MASSACHUSETTS ENVIRONMENTAL POLICY ACT (MEPA)</b>		<b>YES</b>	<b>NO</b>	
	Is the project for which the real estate will be used subject to MEPA and does it exceed one or more MEPA review thresholds? (If <i>No</i> , the memorandum described below, as well as the statement from the buyer, are the only additional information required.)	<input type="checkbox"/>	<input type="checkbox"/>	No
	If <b>YES</b> , has an Environmental Notification Form been filed with MEPA?	<input type="checkbox"/>	<input type="checkbox"/>	N/A
	EEA Number:	<input type="checkbox"/>	<input type="checkbox"/>	N/A
	Has a Certificate of Adequacy been issued by the Secretary of the Executive Office of Energy and Environment indicating that no additional MEPA Review is required?	<input type="checkbox"/>	<input type="checkbox"/>	N/A
	Date of Notice of Availability in the <i>Environmental Monitor</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>In an attached memorandum, please explain how any mitigation commitments or conditions relating to MassDOT and/or the MBTA that were made as part of that MEPA review are being addressed and incorporated into the project.</p> <p>In the same memorandum, please provide a brief description of the buyer's currently anticipated use for the site. If the buyer's intended use does not trigger MEPA review, the buyer should make an affirmative statement to MassDOT and/or the MBTA (in writing) to that effect. If the project was subject to MEPA, the buyer should state whether any appeal of the MEPA determination is pending. The memorandum should also include any significant or notable concerns that may have been raised by neighbors, regulatory agencies, municipality or any other stakeholder that MassDOT Secretary should be aware of prior to the <i>Land Transfer</i>.</p>				

**Form Prepared By:** Paul Wisotzky, Chair  
**Name:** \_\_\_\_\_

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

**Environmental Department Review By:**  
**Name:** Stephanie DiNezio

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

MEMORANDUM  
Accompanying MEPA Environmental Checklist

Highland Road  
Truro, Massachusetts

The Town of Truro is acquiring a portion of a Massachusetts Department of Transportation highway layout deemed to be surplus land by MassDOT. There are no current plans for the development of the land. Accordingly, upon title transfer there will be no damage to the environment warranting or triggering MEPA review. It is anticipated that in the future the land will be developed for mixed income housing. The deed to the Town requires notification to MassDOT in the future whether MEPA review is needed for any development within five years after the title transfer.