



## **Truro Board of Selectmen Meeting**

**Tuesday, February 12, 2019**

**Executive Session-4:30pm**

**Regular Meeting-5:00pm**

**Truro Town Hall - 24 Town Hall Road**

**EXECUTIVE SESSION:** *Move that the Select Board enter into Executive Session under MGL Chapter 30 Section 21 Paragraph 2 to conduct strategy sessions in preparation for negotiations with non-union personnel or contract negotiations with non-union personnel – Police Chief and Town Manager Contract.*

### **1. PUBLIC COMMENT**

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

### **2. PUBLIC HEARINGS**

- A. Eversource Pole Hearing petition from Eversource Energy for 1 Fisher Road.
- B. Eversource Conduit, Cable and Handhole petition from Eversource Energy for 7 Fisher Road.
- C. New Seasonal On-Premises Pouring Wine and Malt with Cordials/Liquors and Common Victular Licenses-Ave D. Rosenthal, Avenue D. Inc. dba Avenue D, 14 Truro Center Rd, Unit D, Truro

### **3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE**

### **4. TABLED ITEMS NONE**

### **5. BOARD OF SELECTMEN ACTION**

- A. Presentation of FY20 Budget  
Presenter: Rae Ann Palmer, Town Manager and Trudi Brazil, Town Accountant
- B. Presentation on Municipal Vulnerability Preparedness  
Presenter: Emily Beebe, Health and Conservation Assistant
- C. Discussion of Short-Term Rental Tax  
Presenter: Rae Ann Palmer, Town Manager
- D. Discussion on Joint Representation for Comcast Negotiations  
Presenter: Rae Ann Palmer, Town Manager
- E. Amendment to Accessory Dwelling Unit Bylaw  
Presenter: Paul Wisotzky, Board of Selectmen

### **6. CONSENT AGENDA**

- A. Review/Approve and Authorize Signature:
  1. Agreement for Custom Pierce Freighliner with Minuteman Fire and Rescue Apparatus, Inc.
  2. Cooperative Agreement Between Barnstable County and Town of Truro (Pamet Harbor Basin Dredging)
  3. Review and Approve Letter of Support for the FY19 Community Development Block Grant Proposal and Authorize the Chair to sign
- B. Review and Approve Temporary Population Estimate for the Alcohol Beverages Control Commission
- C. Review and Approve Board of Selectmen Minutes: January 14, 2019 Budget Task Force

### **7. SELECTMEN REPORTS AND TOWN MANAGER REPORT**

### **8. SELECTMEN COMMENTS**

### **9. NEXT MEETING AGENDA: February 26 and March 12**



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Public Hearing on a Petition from Eversource Energy

**EXPLANATION:** Eversource Energy has sent a petition to install 1 pole (#21/.5) approximately 35 feet of conduit/cable, and guy/anchor on Fisher Road. This is necessary to provide electric service to the customer at 1 Fisher Road.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**SUGGESTED ACTION:** *MOTION TO approve the petition by Eversource Energy to install 1 pole, and guy/anchor on Fisher Road.*

**ATTACHMENTS:**

1. Petition by Eversource Energy
2. Work Order by Eversource Energy
3. Plan # 2994380 showing proposed pole location
4. Stamped and Published Eversource Public Hearing Notice

484 Willow Street  
W. Yarmouth, MA 02673

**PAID**  
CHK 1291 \$75.00  
Rcvd 1/7/19 - 1 Fisher

January 2, 2019

Board of Selectmen  
Town of Truro  
Box 2030  
24 Town Hall Road  
Truro, MA 02666

Dear Board Members:

Enclosed is a petition to install 1 pole#21/.5, approximately 35+/- feet of conduit/cable and 1 handhole labeled 21/H3 in Fisher Road, Truro.

This proposed location (s) is necessary to provide electric service to customers @ 1 & 7 Fisher Road. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval.

Warm Regards,



Jessica Elder  
Right of Way Agent  
NSTAR Electric d/b/a **EVERSOURCE ENERGY**

RCVD 2019JAN7 PM3:23

ADMINISTRATIVE OFFICE

TOWN OF TRURO

**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS**

**WO#2294380**

**January 4, 2019**

**Barnstable County, Massachusetts  
To the Board of Selectmen for the Town of Turo Massachusetts.**

**NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY  
VERIZON NEW ENGLAND INC.**

**request permission to locate poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:**

**Installing 1 new pole labeled 21/.5 and guy/anchor on Fisher Rd-Truro**

**Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for permission to erect and maintain poles, wires, and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked Plan No. 2294380 Dated January 4, 2019.**

**Also for permission to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with the poles and buildings as each may desire for distributing purposes.**

**Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.**

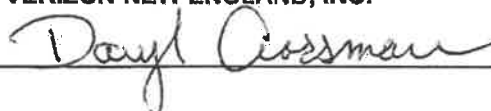
**NSTAR ELECTRIC COMPANY  
d/b/a EVERSOURCE ENERGY**

By \_\_\_\_\_

  
**RIGHT OF WAY AGENT**

**VERIZON NEW ENGLAND, INC.**

By \_\_\_\_\_



**ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS**

**WO#2294380**

**To the Board of Selectmen Truro, Massachusetts.**

**Notice having been given and a public hearing held, as provided by law,  
IT IS HEREBY ORDERED:  
that NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY and  
VERIZON NEW ENGLAND INC.**

**be and they are hereby granted joint or identical locations for permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 4th day of January 2019.**

**All construction under this order shall be in accordance with the following conditions:**

**Poles shall be of sound timber and reasonably straight and shall be set substantially at the points indicated upon the plan marked Plan No. 2294380 Dated January 4, 2019 filed with said petition. There may be attached to said poles by said VERIZON NEW ENGLAND, INC. not to exceed 40 wires and 4 cables and by said NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY necessary wires, cables and fixtures**

**and all said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 16 feet from the ground elsewhere.**

**Installing 1 new pole labeled 21/.5 and guy/anchor on Fisher Road-Truro**

**The following are public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:**

**Installing pole for electric service to customer at 1 Fisher Road, Truro**

**Also that permission be and hereby granted to each of said companies to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.**

**I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen for the Town of Truro, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

\_\_\_\_\_  
**Clerk of Selectmen.**

We hereby certify that on \_\_\_\_\_ 2019, at \_\_\_\_\_ o'clock,  
\_\_\_\_\_ M. at \_\_\_\_\_ a public hearing was held on the  
petition of the

**NSTAR ELECTRIC COMPANY  
VERIZON NEW ENGLAND INC.**

for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

**Board of Selectmen  
The Town of Truro,  
Massachusetts**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

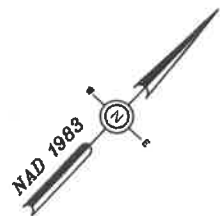
**CERTIFICATE**

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen for the Town of Truro, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, and recorded with the records of location orders of said Town, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

**Attest:**

\_\_\_\_\_  
**Town Clerk.**

Plan to accompany petition of EVERSOURCE ENERGY  
to install pole 21/.5 with guy anchor for new  
service at #1 Fisher Road.



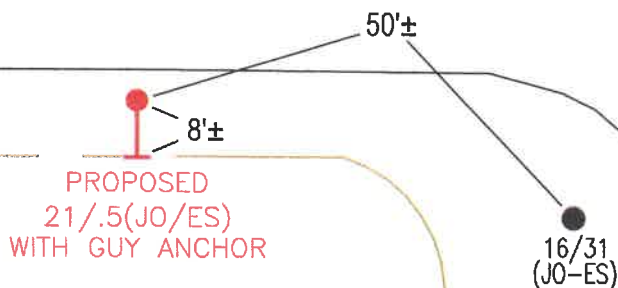
54-22-0  
#1 FISHER ROAD  
PRISCILLA A. MATHER, IRREVOCABLE GR TRUST  
MATHER SCOTT ALLEN - TRUSTEE

DRIVEWAY

EDGE OF ROAD

**FISHER ROAD**

EDGE OF ROAD



54-27-0  
#61 OLD COUNTY ROAD  
BECKER, JUDITH S. & CATHERINE J.

**OLD COUNTY ROAD**

**LEGEND**

- Proposed Pole
- Existing Pole
- Pole with Riser
- Ⓜ Proposed Multitap
- Ⓞ Proposed Manhole



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**MASS. LAW**

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES  
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	2294380	<p>1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</p>
Ward #	-	
Work Order #	2294380	Plan of FISHER ROAD
Surveyed by:	-	TRURO
Research by:	PG	Showing PROPOSED POLE & GUY ANCHOR LOCATION
Plotted by:	PG	
Proposed Structures:	SC	
Approved:	A DEBENEDICTIS	Scale 1"=20'
P#		Date JANUARY 4, 2019
		SHEET 1 of 1



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

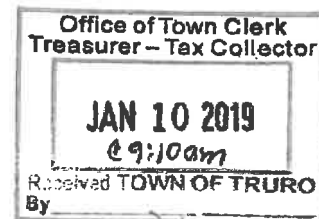
Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

## TOWN OF TRURO PUBLIC HEARING EVERSOURCE POLE HEARING

The Truro Board of Selectmen will conduct a public hearing on a petition from Eversource Energy to install 1 pole (labeled #21/.5) and guy/anchor for electrical services at 1 Fisher Road. Said hearing will be held on **Tuesday, February 12, 2019 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro.

Robert Weinstein, Chairman  
Board of Selectmen  
Town of Truro







# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Public Hearing on a Petition from Eversource Energy

**EXPLANATION:** Eversource Energy has sent a petition to install approximately 35 feet of conduit/cable, and 1 handhole (labeled 21/H3) on Fisher Road. This is necessary to provide electric service to the customer at 7 Fisher Road.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**SUGGESTED ACTION:** *MOTION TO approve the petition by Eversource Energy to install 35 feet of conduit/cable, and 1 handhole on Fisher Road.*

**ATTACHMENTS:**

1. Petition by Eversource Energy
2. Work Order by Eversource Energy
3. Plan # 2292511 showing proposed location of conduit and handhole
4. Stamped and Published Eversource Public Hearing Notice

**PETITION FOR  
UNDERGROUND CABLE AND CONDUIT LOCATIONS  
WO#02292511**

**Barnstable, Massachusetts  
To the Board of Selectmen for the Town of Truro, Massachusetts.**

**December 20, 2018**

**NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY**

**PAID**  
CHK 1891 \$75.00  
Rec'd 1/7/19 - 7 Fisher


**request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:**

**Fisher Road, Truro  
To install 35'+/- of conduit and cable and 1 handhole labeled#21/H3**

**Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 2292511 Dated December 6, 2018.**

**NSTAR ELECTRIC COMPANY  
d/b/a EVERSOURCE ENERGY**

By \_\_\_\_\_

  
**Right of Way Agent  
Jessica S. Elder**

RCVD 2019 JAN 7 PM 3:23  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

**FORM OF ORDER FOR  
UNDERGROUND CABLE AND CONDUIT LOCATIONS  
WO#2292511**

**IN BOARD OF SELECTMEN FOR THE TOWN OF TRURO, MASSACHUSETTS.**

**Notice having been given and a public hearing held, as provided by law,  
IT IS HEREBY ORDERED:  
that the NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY**

**be and it is hereby granted a location for and permission to install and maintain underground cables, conduits and manholes, together with such sustaining and protecting fixtures as said Company may deem necessary, in, under, along and across the public way or ways hereinafter referred to, as requested in petition of said Company dated the 20<sup>th</sup> day of December, 2018.**

**All construction under this order shall be in accordance with the following conditions:**

**Cables, conduits, and manholes shall be installed substantially at the point indicated upon the plan marked Plan No. 2292511 Dated December 6, 2018 filed with said petition. The following are the public ways or parts of ways under, along and across which the cables above referred to may be installed under this order.**

**Fisher Road, Truro                      Thirty Feet(35')+- feet conduit and cable and 1 handhole#21/H3  
Installing in town road to service 7 Fisher Road**

**I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Truro, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

\_\_\_\_\_  
**Clerk of Selectmen.**

\_\_\_\_\_, Massachusetts \_\_\_\_\_ 2019.

**Received and entered in the records of location orders of the Town of Truro  
Book \_\_\_\_\_ Page \_\_\_\_\_.**

**Attest:**

\_\_\_\_\_  
**Town Clerk**

We hereby certify that on \_\_\_\_\_ 2019, at \_\_\_\_\_ o'clock,  
\_\_\_\_\_ M. at \_\_\_\_\_ a public hearing was held on the  
petition of the

**NSTAR ELECTRIC COMPANY** for permission to install and maintain the underground cables, conduits, manholes and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to install underground cables, conduits, manholes and fixtures under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Selectmen of the Town of  
Truro, Massachusetts**

**CERTIFICATE**

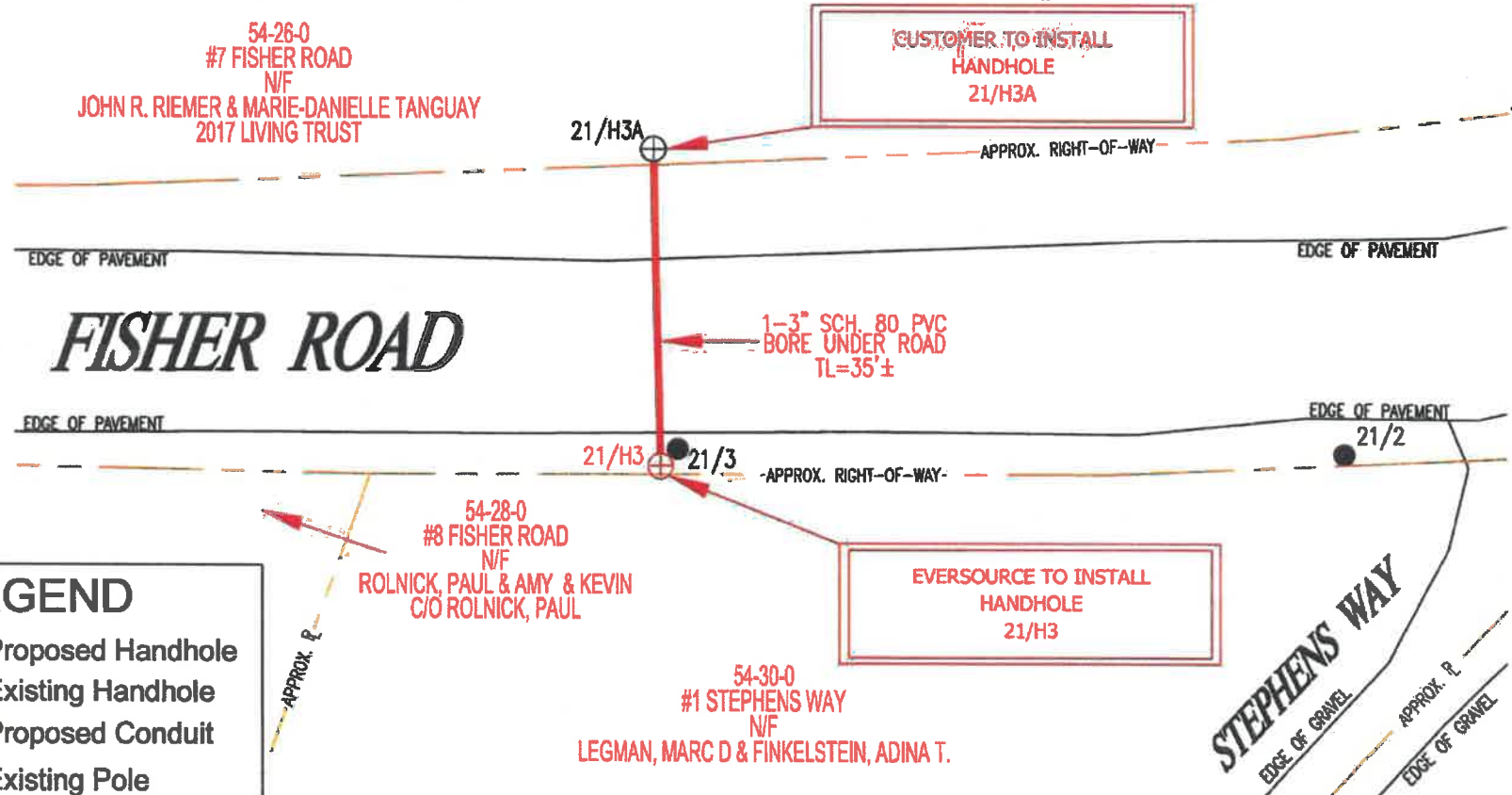
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Book \_\_\_\_\_, Page \_\_\_\_\_.

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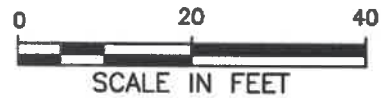
\_\_\_\_\_  
**Town Clerk.**

Plan to accompany petition of EVERSOURCE ENERGY.  
 To install 35'± of conduit from new handhole 21/H3 to 21/H3A so to  
 provide underground electric service for customer at #7 Fisher Road.



**LEGEND**

- ⊕ Proposed Handhole
- ⊗ Existing Handhole
- Proposed Conduit
- Existing Pole
- Pole with Riser
- ⊠ Proposed Manhole



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**MASS. LAW**

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	2292511
Ward #	-
Work Order #	2292511
Surveyed by:	-
Research by:	SC/PG
Plotted by:	BP
Proposed Structures:	SC
Approved:	A DEBENEDICTIS
P#:	

<b>NSTAR EVERSOURCE</b> d/b/a 1166 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Plan of	FISHER ROAD
	TRURO
Showing	PROPOSED CONDUIT & HANDHOLE LOCATIONS
Scale	1"=20'
Date	DECEMBER 6, 2018
SHEET	1 of 1



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

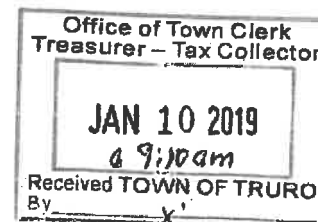
Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

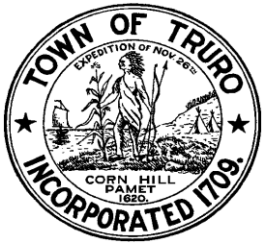
Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

**TOWN OF TRURO  
PUBLIC HEARING  
EVERSOURCE CONDUIT, CABLE AND HANDHOLE**

The Truro Board of Selectmen will conduct a public hearing on a petition from Eversource Energy to install 35 feet of conduit and cable and 1 handhole for electrical services at 7 Fisher Road. Said hearing will be held on **Tuesday, February 12, 2019 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro.

Robert Weinstein, Chairman  
Board of Selectmen  
Town of Truro





# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Licensing Department

**REQUESTOR:** Nicole Tudor, Executive Assistant on behalf of Ave D. Rosenthal, of Avenue D. Inc.

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Public Hearing for New Seasonal Pouring Wine and Malt with Cordials and Liquors and Common Victualer (food)

Licenses Avenue D Inc., dba Avenue D, 14 Truro Center Road, Unit D

**EXPLANATION:** Ave D. Rosenthal, 34 Sandpiper Rd, Truro has submitted an Alcoholic Beverages Control Commission (ABCC) application and a new food service application for review with the Local Licensing Authorities (per MGL Ch. 138 §12 (restaurant) and Ch. 140 §2). The application is for a new seasonal pouring wine and malt with cordials and liquors license and a Common Victualer (food) license for Ave D. Rosenthal, Owner and Manager of Avenue D Inc., dba Avenue D, located at 14 Truro Center Rd, Unit D. **Town Counsel has informed staff that the Town must accept Massachusetts General Law Chapter 138, §12 to allow for the issuance of a cordials and liquors license. Research indicates that the Town accepted the Acts 1933 Chapter 120 (Section 4) which authorizes the issuance of wine and malt. The Board, therefore, can only issue a wine and malt license.**

Avenue D will be a seasonal wine bar and bistro business operating seven days a week from the hours of 4pm to 10pm with a proposed opening date of April 30. The total square footage is 1130 which includes the back-deck area for seating, with an occupancy total of 20 people.

All required new license application documentation has been submitted which includes: Food Service Business Application, New Retail License Application, Business Structure Documents, CORI authorization form, Manager Application, Proof of Citizenship, Vote of the Corporate Board, Supporting Financial Records, Legal Right Occupancy, Floor Plan, Abutters Notification, Monetary Transmittal Form, and Proof of Fee Payment.

The Board of Health reviewed the food service license at a hearing held February 5<sup>th</sup>. The Food Service license once issued, will be followed by a pre-operational food service inspection. A Certificate of Inspection will be required with proof of Liquor Liability Insurance. There are currently 8 seasonal pouring licenses in Truro, once approved this will be the 9<sup>th</sup>.

If the request is approved the (ABCC) application will be mailed to the State for final approval. The ABCC will then notify the Town of the approval or the Licensing Department will be contacted with a request for additional information from the applicant. If the request is denied, the applicant/owner/manager will be notified in writing of the decision via “certified mail return receipt requested” allowing the applicant/owner/manager 5 days to appeal to the Alcoholic Beverages Control Commission. The public hearing can also be continued to a date and time certain if a decision is not rendered on the 12<sup>th</sup>.

Both the alcohol and common victualer licenses will only be approved for renewal, upon compliance with all regulations and receipt of the necessary fees.

\*MGL 138 §1 Liquor and Cordial, all alcoholic beverages manufactured or produced by mixing or redistilling neutral spirits, brandy, gin, or other distilled spirits with or over fruits, flowers, plants or pure juices therefrom, or other natural flavoring materials, or with extracts derived from infusions, percolations, or maceration of such materials and containing no less than two and one-half percent sugar by weight.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** There would need to be Statement of Reason of the Denial and the Applicant can appeal to ABCC.

**SUGGESTED ACTION:** *MOTION TO approve the ABCC Licensing Authority Certification form for a New Seasonal Pouring Wine and Malt Common Victualer License and a New Common Victualer License for Ave D. Rosenthal, Manager and Owner of Avenue D Inc., dba Avenue D located at 14 Truro Center Rd Unit D, Truro for submission to the Alcoholic Beverages Control Commission.*

**ATTACHMENTS:**

1. Public Hearing Notices
2. Chief of Police Approval
3. LLA Authority Certification
4. Abutter’s List
5. Menu
6. Food Service Application and Approved Food Service License
7. CONFIDENTIAL (ABCC) Application for New Alcohol License





# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## TOWN OF TRURO PUBLIC HEARING

### NEW SEASONAL ON-PREMISES WINE AND MALT BEVERAGES WITH CORDIALS/LIQUORS LICENSE

The Truro Board of Selectmen will hold a Public Hearing on **Tuesday, February 12, 2019 at 5:00p.m.** on an application received from Ave D. Rosenthal, Manager/Owner of Avenue D Inc. dba Avenue D, 14 Truro Center Rd, Unit D, Truro, for a New Seasonal On Premises Wine and Malt Beverages with Cordials/Liquors License under MGL Chapter 138 §12 (Restaurant). The hearing will take place at Truro Town Hall, 24 Town Hall Road, Truro, MA, 02666. Comments from the public will be heard and all interested parties are urged to attend.

Robert Weinstein, Chairman  
Board of Selectmen



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

TOWN OF TRURO  
PUBLIC HEARING  
**NEW BUSINESS LICENSE  
COMMON VICTUALER**

The Truro Board of Selectmen will hold a public hearing on **Tuesday, February 12, 2019 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro, on an application for a new Common Victualer (food) license received from Ave D. Rosenthal, Manager/Owner, Avenue D Inc. d/b/a, Avenue D for 14 Truro Center Rd Unit D, Truro, MA. Comments from the public will be heard, and all interested parties are urged to attend.

Robert Weinstein, Chairman  
Board of Selectmen



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
**LICENSING AUTHORITY CERTIFICATION**

**Agenda Item: 2C3**

For Reconsideration

Truro

City /Town

ABCC License Number

**TRANSACTION TYPE (Please check all relevant transactions):**

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

**APPLICANT INFORMATION**

Name of Licensee  DBA

Street Address

Manager

Granted under Special Legislation? Yes  No

If Yes, Chapter   
of the Acts of (year)

**Type** (i.e. restaurant, package store)      **Class** (Annual or Seasonal)      **Category** (i.e. Wines and Malts / All Alcohol)

**DESCRIPTION OF PREMISES**

Complete description of the licensed premises

One floor, with three rooms, an outdoor deck area. The main room, prep area and bathroom are 695 sq feet. The outdoor deck space is 435 square foot for a total of 1130 sq feet. The bar will have banquette seating for approximately 9 to 10 people.

**LOCAL LICENSING AUTHORITY INFORMATION**

Application filed with the LLA: Date  Time

Advertised Yes  No  Date Published  Publication

Abutters Notified: Yes  No  Date of Notice

Date APPROVED by LLA

Decision of the LLA

**Approves this Application**

Additional remarks or conditions  
(E.g. Days and hours)

For Transfers ONLY:

Seller License Number:

Seller Name:

The Local Licensing Authorities By:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Alcoholic Beverages Control Commission  
 Ralph Sacramone  
 Executive Director



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

Agenda Item: 2C3

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Truro

City /Town

ABCC License Number

**TRANSACTION TYPE (Please check all relevant transactions):**

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

**APPLICANT INFORMATION**

Name of Licensee  DBA

Street Address

Manager

Granted under Special Legislation? Yes  No

If Yes, Chapter

of the Acts of (year)

**Type** (i.e. restaurant, package store)      **Class** (Annual or Seasonal)      **Category** (i.e. Wines and Malts / All Alcohol)

**DESCRIPTION OF PREMISES** Complete description of the licensed premises

One floor, with three rooms, an outdoor deck area. The main room, prep area and bathroom are 695 sq feet. The outdoor deck space is 435 square foot for a total of 1130 sq feet. The bar will have banquette seating for approximately 9 to 10 people.

**LOCAL LICENSING AUTHORITY INFORMATION**

Application filed with the LLA: Date  Time

Advertised Yes  No  Date Published  Publication

Abutters Notified: Yes  No  Date of Notice

Date APPROVED by LLA

Decision of the LLA

**Approves this Application with modification(s)**

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:

Seller License Number:  Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

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

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

To: Police Chief, Jamie Calise, Truro Police Department  
 From: Nicole Tudor, Executive Assistant  
 Date: February 1, 2019  
 Re: **Application for a New Seasonal Wine & Malt, with Cordial & Liquor Pouring License for Avenue D, Inc. dba Avenue D, Located at 14 Truro Center Road, Unit D, Truro, MA 02666**

The Office of the Board of Selectmen is in receipt of an ABCC (Alcoholic Beverages Control Commission) application from, Ave D. Rosenthal Manager/Owner of Avenue D, Inc.

Avenue D Inc. is requesting a New Seasonal Wine & Malt, with Cordial and Liquor Pouring License (per MGL Chapter 138 § 12) to be located at 14 Truro Center Rd, Unit D.

Included please find the accompanying ABCC application as submitted by the applicant that will be provided to the Alcoholic Beverages Control Commission once the Board of Selectmen/Local Licensing Authority review and approve the application at a duly held public hearing on February 12, 2019.

Please kindly review for purposes of approval with the Local Licensing Authority (BoS) this request for a New Seasonal Wine & Malt, with Cordial & Liquor Pouring License to ensure that the safety and well-being of the public will be protected.

Please provide any comments below:

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POLICE DEPARTMENT  
REVIEW & APPROVAL

Signature:   
 Police Chief, Jamie Calise

Date: 2/4/19



TOWN OF TRURO  
ASSESSORS OFFICE



CERTIFIED ABUTTERS LIST  
REQUEST FORM

DATE: 1/16/19

NAME OF APPLICANT: Avenue d Inc / Avé D Rosenthal

NAME OF AGENT (if any): \_\_\_\_\_

MAIL ADDRESS: PO Box 673 Truro, MA 02666

PHONE: HOME \_\_\_\_\_

WORK \_\_\_\_\_

CELL [REDACTED]

FAX \_\_\_\_\_

PROPERTY LOCATION: 14D Truro Center Rd.  
(street address)

PROPERTY IDENTIFICATION NUMBER: MAP 50 PARCEL 155.5

ABUTTERS NEEDED FOR:

(Please check one)

FEE

FEE:

- Board of Health \$10.00
- Cape Cod Comm. \$15.00
- Conservation Comm. \$10.00
- Zoning Bd. Of Appeals \$15.00
- Licensing \$15.00

- Planning Board
- Special Permit \$15.00
- Site Plan \$15.00
- Preliminary Subdivision \$15.00
- Definitive Subdivision \$15.00

Other \_\_\_\_\_

(Please Specify)

\$ \_\_\_\_\_  
(Inquire)

Note: We have up to 10 calendar days to process your order.

THIS SECTION FOR ASSESSORS OFFICE USE ONLY

Date request received by Assessors: 1/16/19 Date completed: 1/16/19

List completed by: Laura Geij

Revised 3/3/14

PD  
chk #  
1021

LG 1/16/19



**TRURO ASSESSORS OFFICE**  
PO Box 2012 Truro, MA 02666  
Telephone: (508) 214-0921  
Fax: (508) 349-5506

**Date:** January 16, 2019

**To:** Ave' D. Rosenthal

**From:** Assessors Department

**Certified abutters list variance application for:** Map 50 Parcel 155.5

Attached is a list of abutters for the property located at 14D Truro Center Road. The current owners is Atlantis Inc.

The names and addresses of the abutters are as of January 11, 2019 according to the most recent documents received from the Barnstable County Registry of Deeds.

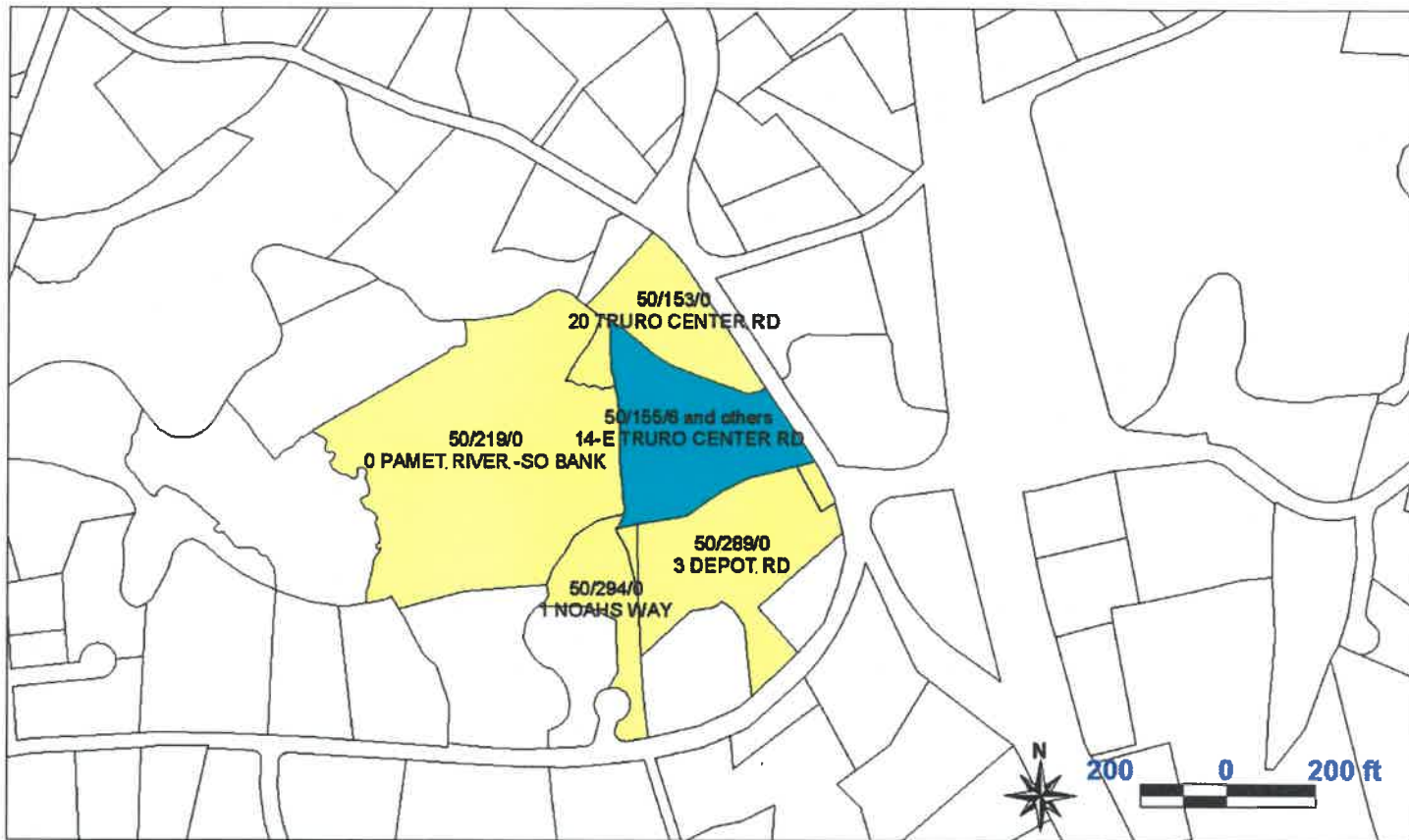
Certified by: \_\_\_\_\_

Laura Geiges  
Assistant Assessor

LG 1/16/19

TOWN OF TRURO, MA  
 BOARD OF ASSESSORS  
 P.O. BOX 2012, TRURO MA 02666

Custom Abutters List



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
2932	50-153-0-E	TOWN OF TRURO	20 TRURO CENTER RD	PO BOX 2030	TRURO	MA	02666-2030
2934	50-155-0-E	TRURO CENTER CONDO TRUST	14 TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
7269	50-155-1-R	PAMET RIVER ENTERPRISES LLC DAWN & SEBASTIAN SNOW	14 TRURO CENTER RD	45 CHASKE AVE	AUBURNDALE	MA	02466
7270	50-155-2-R	ATLANTIS INC	14-A TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
7271	50-155-3-R	PAMET RIVER ENTERPRISES LLC DAWN & SEBASTIAN SNOW	14-B TRURO CENTER RD	45 CHASKE AVE	AUBURNDALE	MA	02466
7272	50-155-4-R	ATLANTIS INC	14-C TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
7273	50-155-5-R	ATLANTIS INC	14-D TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
7274	50-155-6-R	ATLANTIS INC	14-E TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
7275	50-155-7-R	ATLANTIS INC	16 TRURO CENTER RD	PO BOX 673	TRURO	MA	02666-0673
2988	50-219-0-R	ATLANTIS INC	0 PAMET RIVER -SO BANK	PO BOX 673	TRURO	MA	02666-0673
2989	50-220-0-R	OWNER UNKNOWN	0 PAMET RIVER -SO BANK	N/A	TRURO	MA	99999
3044	50-280-0-R	DECKER BRUCE H 2003 REV TRUST TRS: DECKER BRUCE H	0 DEPOT RD	PO BOX 470	TRURO	MA	02666
5900	50-289-0-R	KURTZMAN SUSAN G	3 DEPOT RD	PO BOX 231	TRURO	MA	02666-0231
6663	50-294-0-R	DECKER BRUCE H 2003 REV TRUST TRS: DECKER BRUCE H	1 NOAHS WAY	PO BOX 470	TRURO	MA	02666
3064	51-17-0-R	R E D REALTY TRUST TRS DOWNEY STEVEN M	12 TRURO CENTER RD	12 BOSUNS LN	BUZZARDS BAY	MA	02532-3320



*avenue d*

*wine bar @ bistro*

Number of seats: 15 (six barstools, approximately 9-10 person banquet seating)

**FOOD PREPARED:**

**Cheese and/or Charcuterie boards**

Pre-packaged cheese, hard and soft  
Cured meats (sopressata, Calabrese spicy salame, Napoli smoked salame, prosciutto, speck, chorizo, coppa etc)  
Pre-packaged dips/spreads (hummus, tapenade, bean puree etc)  
Assorted marinated olives, cornichons  
Roasted nuts  
Fresh and dried fruits (figs, grapes, apples, lemons, limes, tomatoes, etc)  
Assorted crackers  
French bread  
Condiments

**Desserts**

Italian cake, mousse, pastries, biscotti  
French macaroons  
Chocolates

**EQUIPMENT**

**Prep-room**

Sink  
Steel prep table  
Refrigerator  
Freezer  
Dishwasher  
Small convection oven  
Espresso maker  
Coffee grinder  
Assorted utensils (food prep knives, cutting boards, plates/bowls, dishes, silverware, storage containers)  
Counters with under-counter storage  
Above counter shelving  
Polished concrete floor with floor mats

Bar area

Glass washer

Ice maker (small capacity)

Sink

Under-counter refrigeration

Polished concrete floor with mats

Assorted bar utensils (wine openers, bottle openers, tongs, knives)

Wine Station wine dispensers (2)

Bar stools (6)

Seating area

Banquette seating (approx 9 – 10 person), fabric seat and back

Tables (3) 16" H x 36" Diameter

Polished concrete floor

Deck area

15' x 30' wood deck with pergola

Rectangular fire table lightweight fiber concrete cast 50"Lx15.5"Hx32"W

Bathroom

Handicap accessible

Toilet, sink and counter

Submitted by:

Ave D Rosenthal, Pres.  
Avenue D Inc.  
14 D Truro Center Road  
Truro, MA 02666

Number: 2019-072

Fee \$75.00

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

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

**Ave D. Rosenthal, mgr., d/b/a. AVENUE D Inc.**

Whose place of business is **14 Truro Center Rd**

Type of business and any restrictions **Wine Bar & Bistro**

To operate a food establishment in **Truro, MA**

Permit Expires: **December 31, 2019**

Date Issued:

*Approved by  
Truro Bth @  
Feb 5, 2019 Public  
HEARING*



**Emily Beebe, R.S.**

**Truro Board of Health Agent**

FS#2019-072

HEALTH DEPARTMENT  
TOWN OF TRURO

JAN 23 2019

RECEIVED BY:



**Town of Truro  
Board of Health**

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666  
Tel: 508-349-7004, Extension: 131 Fax: 508-349-5508  
Email: [ebeebe@truro-ma.gov](mailto:ebeebe@truro-ma.gov) or [adavis@truro-ma.gov](mailto:adavis@truro-ma.gov)

**\$ PAID**  
Ch.#1062 1/23/19

**APPLICATION FOR FOOD SERVICE - COMMON VICTUALER**

New       Renewal

**Section 1 - License Type**

Type of License:  Food Service (\$75.00)       Common Victualer (\$50.00)

**Type of Food Service Establishment:**

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

**Section 2 - Business/Owner/Manger Information**

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

Business Name: Avenue D

Owner Name: Ave D Rosenthal      Email Address: [REDACTED]

Mailing Address: PO Box 673, Truro, MA 02666

Phone No: [REDACTED]      14 Truro Center Rd Unit 1

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

Name: Ave D Rosenthal      Email Address: avedenise@gmail.com

Mailing Address: PO Box 673, Truro, MA 02666

Phone No: [REDACTED]      24 Hour Emergency: [REDACTED]

**Section 3 - Business Operation Details**

Number of Seats:      Inside: 15      Outside: \_\_\_\_\_      Number of Employees: 4

Length of Permit:       Annual       Seasonal Operation

Hours of Operation: 4:00 PM To 11:00 PM

Days Closed Excluding Holidays: none

If Seasonal: Approximate Dates of Operation: 05 /01 /19 To 10 /31 /19

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

Allergen Awareness Certification (attach copy):  
Ave D Rosenthal

Has your menu changed from last year?  Yes  No  
If yes please attach copy of menu or provide description of food to be prepared and sold:

**Section 4 - Attestation**

**Attestation**

I, the undersigned, attest to the accuracy of the information provided in this application and further agree to allow the regulatory authority access to the food service establishment as specified under § 8-402.11. I affirm that the food establishment operation will comply with 105 CMR 590.000, Truro Board of Health Regulation Section X, Food Service Regulations and all other applicable laws. Pursuant to MGL Ch. 62C § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid state and local taxes required by law.

Signature of Applicant: Ave D. Rosenthal Date: 01-22-2019

\*\*\*\*\*

**Application Checklist:**

- Food Service Permit Application
- Smoke Detector/Fire Protection Certification
- Workers Compensation Affidavit/Certificate of Insurance
- Copy of Inspection of Kitchen Equipment: Commercial Hood and Ventilation System Report
- Copy of Service report of mechanical washing equipment (Dishwasher)
- Copy of ServSafe Certification and Allergy Awareness
- Copy of Choke Saver (for food service establishment w/seating capacity of 25 or more)

**FOR HEALTH DEPARTMENT USE ONLY**

Comments: \_\_\_\_\_

Review by \_\_\_\_\_ Date \_\_\_\_\_

*avenue d*

*wine bar & bistro*

Number of seats: 15 (six barstools, approximately 9-10 person banquet seating)

FOOD PREPARED:

Cheese and/or Charcuterie boards

Pre-packaged cheese, hard and soft  
Cured meats (sopressata, Calabrese spicy salame, Napoli smoked salame, prosciutto, speck, chorizo, coppa etc)  
Pre-packaged dips/spreads (humus, tapenade, bean puree etc)  
Assorted marinated olives, cornichons  
Roasted nuts  
Fresh and dried fruits (figs, grapes, apples, lemons, limes, tomatoes, etc)  
Assorted crackers  
French bread (frozen, par-baked)  
Condiments

Desserts

Italian cake, mousse, pastries, biscotti  
French macaroons  
Chocolates

Beverages

Wine  
Craft beers, bottle  
Cordials  
Sparkling water, plain and flavored  
Espresso  
Coffee, Tea

*avenue d*

*wine bar @ bistro*

Number of seats: 15 (six barstools, approximately 9-10 person banquet seating)

**FOOD PREPARED:**

**Cheese and/or Charcuterie boards**

Pre-packaged cheese, hard and soft  
Cured meats (sopressata, Calabrese spicy salame, Napoli smoked salame, prosciutto, speck, chorizo, coppa etc)  
Pre-packaged dips/spreads (humus, tapenade, bean puree etc)  
Assorted marinated olives, cornichons  
Roasted nuts  
Fresh and dried fruits (figs, grapes, apples, lemons, limes, tomatoes, etc)  
Assorted crackers  
French bread (frozen, par baked product)  
Condiments

**Desserts**

Italian cake, mousse, pastries, biscotti  
French macaroons  
Chocolates

**EQUIPMENT**

**Prep-room**

1. Sink
  2. Hand wash sink
  3. Steel prep table
  4. Refrigerator
  5. Freezer
  6. Dishwasher
- Small convection oven  
Espresso maker  
Coffee grinder  
Assorted utensils (food prep knives, cutting boards, plates/bowls, dishes, silverware, storage containers)  
Corian counters with under-counter storage  
Above counter shelving  
Polished concrete sealed floor with tile coping and floor mats  
Recessed lighting  
Drywall/paint ceiling
- II. UTILITY/MOP SINK**

HEALTH DEPARTMENT  
TOWN OF TRURO

JAN 30 2019

RECEIVED BY:

---

Bar area

7. Glass washer
  8. Ice maker (small capacity)
  9. Sink
  10. Under-counter refrigeration
- Polished concrete sealed floor with tile coping and floor mats  
Assorted bar utensils (wine openers, bottle openers, tongs, knives)  
Wine Station wine dispensers (2)  
Bar stools (6)

Seating area

Banquette seating (approx 9 - 10 person), fabric seat and back  
Tables (3) 16" H x 36" Diameter  
Polished concrete sealed floor with tile coping

Deck area

15' x 30' wood deck with pergola  
Rectangular fire table lightweight fiber concrete cast 50"Lx15.5"Hx32"W

Bathroom

Handicap accessible  
Toilet, sink and counter  
Polished plaster walls

Submitted by:

Ave D Rosenthal, Pres.  
Avenue D Inc.  
14 D Truro Center Road  
Truro, MA 02666  
508.237.4034



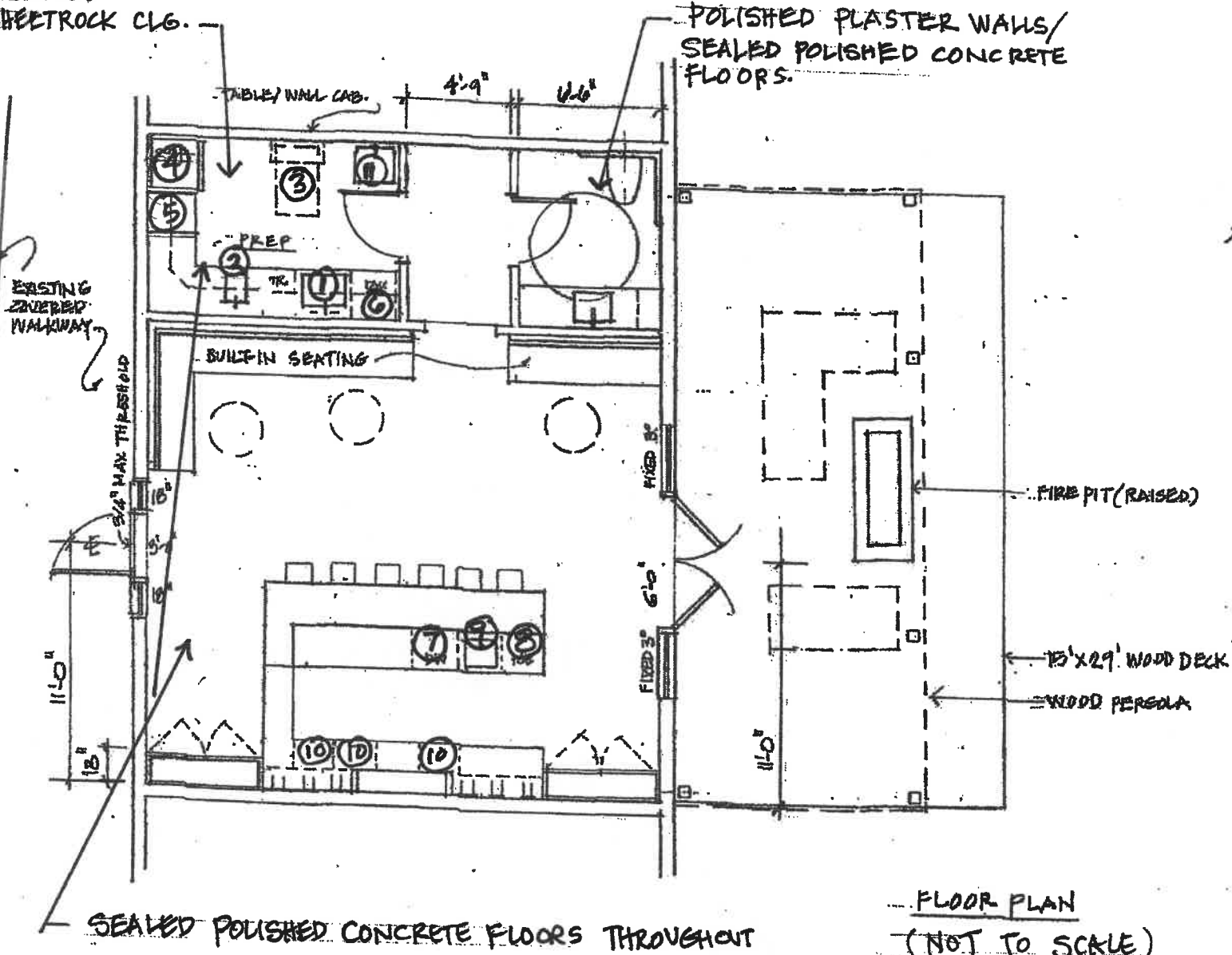
HEALTH DEPARTMENT  
TOWN OF TRURO

JAN 30 2019

RECEIVED BY:

PAINTED  
SHEETROCK CLG.

POLISHED PLASTER WALLS/  
SEALED POLISHED CONCRETE  
FLOORS.



SCALE	1/2" = 1'-0"
	DATE 5-16-18
SHEET 1	
PLAN	
AVENUE D. 14 D. TRURO CENTER ROAD	
SPRING HILL DESIGN 21 DARTMOUTH STREET SOMERVILLE MA 02148	

# CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: Ave D. Rosenthal

Date of Completion: 1/24/2015

Date of Expiration: 1/24/2020

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

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

Issued By:



**Berkshire  
AHEC**

Area Health Education Center  
Pittsfield, Massachusetts

[www.mafoodallergytraining.org](http://www.mafoodallergytraining.org)

**ServSafe**  
National Restaurant Association

EXAM FORM NO. 4911

CERTIFICATE NO. 10920749

# ServSafe® CERTIFICATION

TO AVE D ROSENTHAL

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

04/09/2014

DATE OF EXAMINATION

04/09/2019

DATE OF EXPIRATION

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



*Sherman Brown*

Sherman Brown  
SVP, National Restaurant Association Solutions

#0655

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The logo appearing next to ServSafe is a trademark of the National Restaurant Association.

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# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

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

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Presentation of the FY2020 Town Manager's Proposed Expenditure Budget

**EXPLANATION:** The Budget Task Force met six times to review the proposed departmental budgets for fiscal year 2020. Tonight's presentation includes both the budget requests that were reviewed by the Budget Task Force and the outstanding budgets to give a comprehensive overview of the Town Manager's Proposed FY2020 Expenditure Budget.

Staff is available to answer questions about the proposed budget. Please note that revenue projections are not included at this time and are expected to be presented at a Budget Task Force meeting in March. The Board's input on the proposed budget to date is requested. Please note that the attached budget includes the removal of all electricity expenses from departmental budgets for inclusion in a newly created

**FINANCIAL SOURCE (IF APPLICABLE):** FY 2020 Budget

**SUGGESTED ACTION:** None required, discussion only.

**ATTACHMENTS:**

1. 2020 Draft Budget – To be Provided on Monday pending receipt of outstanding items.



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Emily Beebe, Health and Conservation Agent (with Hillary Lemos, Wellfleet Health and Conservation Agent)

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Presentation on the MVP--Municipal Vulnerability Preparedness Program Planning grant

**EXPLANATION:** The Town was awarded a \$15,000 grant with the Town of Wellfleet to complete a community resiliency planning process.

The process includes both towns holding a workshop together, to examine community vulnerabilities to climate change and to identify our priority actions to build resiliency.

The workshop process must be facilitated by certified MVP providers. The project team chose the Cape Cod Commission and Woods Hole Sea Grant/Barnstable County Cooperative Extension staff to facilitate the workshop.

The process requires a committed group of Community members to be "Truro stakeholders" (stakeholders would include a representative from the BoS and a representative from each regulatory board; Public Safety Officials; Non-Governmental Organizations (NGO's); business folks and interested members of the community), to participate in a one-day workshop with Wellfleet at Wellfleet's Preservation Hall on Tuesday, March 12 from 8-4.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** N/A

**SUGGESTED ACTION:** Public announcement and discussion of how the community can participate in the workshop.

**ATTACHMENTS:**

1. Materials about benefits of an MVP community and the Community Resilience building process.

# Community Resilience Building

Get on the right path to resilience today...

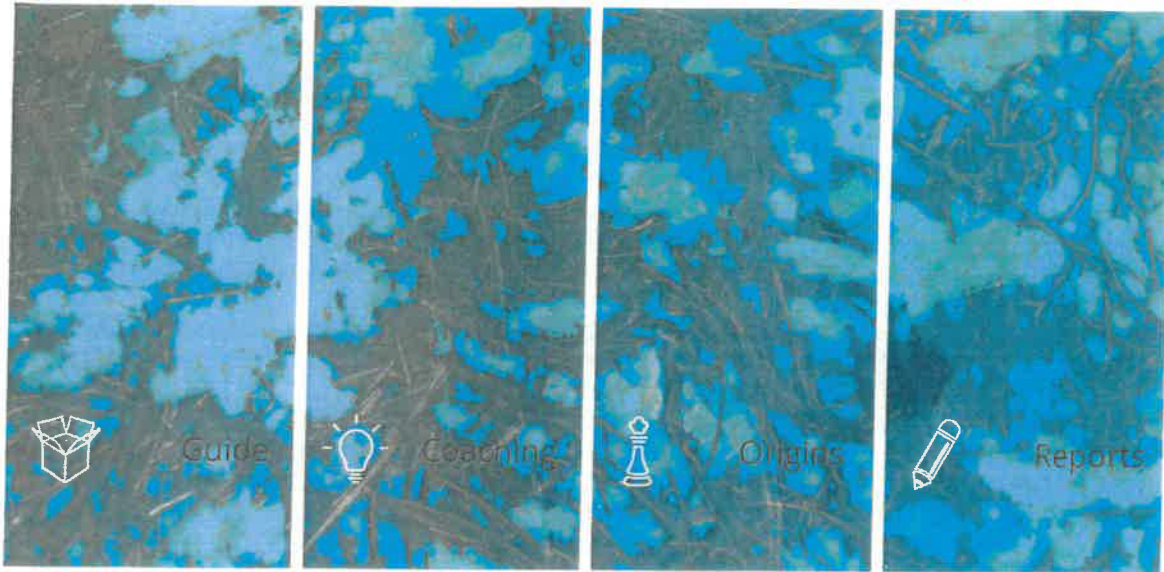


Home

Works

Origins

Contact



Community Resilience Building is a unique, "anywhere at any scale", community-driven process, rich with information, experience, and dialogue, where participants identify top hazards, current challenges, strengths, and priority actions to improve community resilience to all hazards today, and in the future.

[www.CommunityResilienceBuilding.org](http://www.CommunityResilienceBuilding.org)

...follow the action on



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# Community Resilience Building

Get on the right path to resilience today...

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## ORIGINS

The need for **municipalities, corporations, academia, organizations, institutions, and government agencies to build community resilience** and adapt to extreme weather and hazards is now strikingly evident. Ongoing events continuously reinforce this urgency and **compel leading communities to proactively plan and act**. Leadership of this type is to be commended as it reduces the vulnerability of residents, employees, students, **infrastructure, society, and the environment**; ultimately, serving as an example for other communities. As a response to this **ever increasing need and urgency, Community Resilience Building was created.**

Over the last decade the **Community Resilience Building Workshop** has been **tried, tested, and is trusted by over two hundred communities across 7 states** now on the right path to resilience. Community Resilience Building provides a **friendly "anywhere at any scale"** approach for developing community resilience action plans for municipalities, academia, agencies, corporations, organizations, and institutions. Community Resilience Building employs a **unique community-driven process**, rich with information, experience, and dialogue, where participants identify top hazards, current challenges, **strengths, and priority actions** to improve their community's **resilience to all natural and climate-related hazards today, and in the future.**

[www.CommunityResilienceBuilding.org](http://www.CommunityResilienceBuilding.org)

...follow the action on



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Mass.gov

# MVP Action Grant Eligibility Criteria

**Learn about projects eligible for the Municipal Vulnerability Preparedness Action Grant.**

## Eligible Projects

The MVP Action Grant offers financial resources to municipalities that are seeking to advance priority climate adaptation actions to address climate change impacts resulting from extreme weather, sea level rise, inland and coastal flooding, severe heat, and other climate impacts.

Responses to the RFR may be submitted by municipalities who have received designation from the Executive Office of Energy and Environmental Affairs (EEA) as a Climate Change Municipal Vulnerability Preparedness (MVP) Community (“MVP Community”). All projects are required to provide monthly updates, project deliverables, a final project report, and a brief project summary communicating lessons learned. The municipality is also required to match 25% of total project cost using cash or in-kind contributions. All proposals must include the following:



- A copy of priority actions identified in MVP plans/reports
- Narrative describing the MVP process
- Project timeline and priorities
- Project budget and deliverables
- Yearly progress report describing any relevant work toward advancing community priorities since earning MVP designation
- Final MVP planning report with a list of workshop participants, list of core team, list of partners who supported the workshop, and any relevant supplemental data

Project types include:

- *Detailed Vulnerability and Risk Assessment* – In-depth vulnerability or risk assessment of a particular sector, location or other aspect of the municipality.
- *Public Education and Communication* – Projects that increase public understanding of climate change impacts within and beyond the community and foster effective partnerships to develop support.
- *Local Bylaws, Ordinances, Plans, and other Management Measures* – Projects to develop, amend, and implement local ordinances, bylaws, standards, plans, and other management measures to reduce risk and damages from extreme weather, heat, flooding and other climate change impacts.
- *Redesigns and retrofits* – Engineering and construction projects to redesign, plan, or retrofit vulnerable community facilities and

infrastructure (e.g., wastewater treatment plants, culverts, and critical municipal roadways/evacuation routes) to function properly over the life of the infrastructure given projected climate change impacts.

- *Nature-Based Storm-Damage Protection, Drought Prevention, Water Quality, and Water Infiltration Techniques* – Green infrastructure projects that utilize natural resources and pervious surfaces to manage coastal and inland flooding and storm damage, such as stormwater wetlands (i.e., constructed wetlands for pollutant removal) and bio-retention systems, and other Smart Growth and Low Impact Development techniques.
- *Nature-Based, Infrastructure and Technology Solutions to Reduce Vulnerability to Extreme Heat and Poor Air Quality* – Green infrastructure projects that utilize natural resources, vegetation, and increasing pervious surface to reduce ambient temperatures, provide shade, increase evapotranspiration, improve local air quality, and otherwise provide cooling services within the municipality.
- *Nature-Based Solutions to Reduce Vulnerability to other Climate Change Impacts* – Nature-based projects that address other impacts of climate change such as decreased air quality, increased incidence of pests and vector-borne illnesses, and forest pests.
- *Ecological Restoration and Habitat Management to Increase Resiliency* – Projects that repair or improve degraded natural resources within a municipality to enhance resilience and adapt to climate change (e.g., right-sizing culverts, dam removal, controlled burns, soil stabilization, invasive species removal and native re-vegetation, prevention and recovery from forest pest invasions in

urban and rural forests, restoration of land for flood control, and other natural resource management projects).

The Requests for Responses will be posted as available at [www.commbuys.com](http://www.commbuys.com) (<http://www.commbuys.com>) .

Program contact:

Vallery Cardoso

617.626.1145

[Vallery.b.cardoso@mass.gov](mailto:Vallery.b.cardoso@mass.gov) (<mailto:Vallery.b.cardoso@mass.gov>)



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

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

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Discussion of Short-Term Rental Tax

**EXPLANATION:** The Short-Term Rental law was enacted just prior to the close of the calendar year. Included in that law are several local acceptance options. Since Truro has previously accepted G.L. c. 64G, § 3A and set the rate at 4%, no further action is required for the tax to apply to short-term rentals. If desired, the Town may choose to raise the rate to not more than 6% through a new Town Meeting vote. In addition, there are other provisions for enacting a local community impact fee of not more than 3% for the transfer of occupancy of short-term rentals of professionally managed units and for each transfer of occupancy of a short-term rental located within a two or three family dwelling that includes the operator's primary residence. The Commonwealth is responsible for a registry of short-term rentals and for the collection and distribution of the funds to municipalities. Guidance from the Department of Revenue is pending.

There is a provision in the law that allows for a Town to accept G.L. c. 40, §5B at Town Meeting to dedicate not less than 25% of the local rooms excise tax to any stabilization fund.

The law includes a Cape and Islands Water Protection Fund with 2.75% additional rooms excise tax to be collected by the Commonwealth for transfer of occupancy on the Cape and Islands. Towns are required to participate in the Water Protection Fund for at least one year after which they may vote to withdraw. Should a Town withdraw, it will not be eligible to receive support from the fund.

The law also authorizes Towns to adopt local bylaws to regulate operators through measures that include licensing, health and safety inspections, and establishment of a registry.

I am attaching a copy of guidance I requested from Town Counsel on this new law and a copy of the presentation by the Department of Revenue (DOR) at the Annual MMA Conference in January. I have asked Attorney Giorgio to attend should you have additional questions.

**SUGGESTED ACTION:** Since the Town has already accepted the rental tax, no action is required to have it apply to short-term rentals. Town Meeting action would be required to change the percentage, to impose a

community impact fee, to set up a stabilization fund, or to adopt local regulations. We have not received any information about how the registry will be managed by the DOR or how it will be enforced. The Board may wish to wait until the Fall or the 2020 Annual Town Meeting to take further action when there is some historical data on registered operators and revenues to review. The Board may wish to consider establishing a special purpose stabilization fund with 25% of the excise tax proceeds at the 2019 Annual Town Meeting. Staff requests guidance from the Board as we work on the warrant for Town Meeting.

**ATTACHMENTS:**

1. Letter from Town Counsel John Giorgio
2. Presentation by DOR

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**TO:** Rae Ann Palmer, Truro Town Manager (*By Electronic Mail Only*)

**FROM:** John W. Giorgio, Esq., KP Law, Town Counsel

**RE:** Short-Term Rental Legislation

January 8, 2019

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Now that the Short-Term Rental Law has been enacted, KP Law will be sending out general guidance to our municipal clients. We are also expecting that the Department of Revenue will be issuing guidance documents in the near future. However, the Town may want to consider certain actions at the 2019 Annual Town Meeting to implement the new law. To that end, I am providing you with a preview of available options as you are preparing the warrant.

### **Local Acceptance**

There are, in fact, three local acceptance options available under the new law and one additional local option the Town may wish to consider:

1. The new law, Chapter 337 of the Acts of 2018 (the Act), revises G.L. c. 64G, §3A, to include short-term rentals among the list of establishments subject to the local excise tax. Specifically, the new law authorizes a local excise upon the transfer of occupancy by the operator of a room in a bed and breakfast establishment, hotel lodging house, short-term rental or motel located within the Town at a rate of not more than 6%.

The Act defines short-term rental as:

an owner-occupied, tenant-occupied or non-owner occupied property including, but not limited to, an apartment, house, cottage, condominium or a furnished accommodation that is not a hotel, motel, lodging house or bed and breakfast establishment, where: (i) at least 1 room or unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance; provided, however, that a private owner-occupied property shall be considered a single unit if leased or rented as such.

It is my understanding, however, that the Town previously accepted G.L. c. 64G, §3A and set the rate at 4%. Accordingly, there is no need for the Town to accept the new §3A which extends the local excise tax to short-term rentals. Section 15 of the Act provides: “A city or town that accepted section 3A of chapter 64G of the General Laws before July, 1, 2019 shall be deemed to have accepted said section 3A of said chapter 64G for the purposes of this

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act.” However, if the Town wishes to change the percentage amount of the tax, a new Town Meeting vote would be required.

Please also be advised, however, that if the Town previously voted a home rule petition to establish a rooms excise tax on short-term rentals, it is unlikely that the General Court will act on any such petitions in light of the passage of the new Act.

The new tax will apply to a change of occupancy starting on or after July 1, 2019, that is booked on or after January 1, 2019. It is expected that the Department of Revenue will shortly be issuing guidance to municipalities and operators as to the specifics of charging and remitting the tax to the Commonwealth.

2. The new law adds G.L. c. 64G, §3D (a) which authorizes a community impact fee of not more than 3 per cent of the total amount of rent for each transfer of occupancy of a professionally managed unit. A professionally managed unit is defined as “1 of 2 or more short-term rental units that are located in the same city or town, operated by the same operator and are not located within a single-family two-family, or three-family dwelling that includes the operator’s primary residence.” Adoption of the community impact fee is only available if the Town accepts or has already accepted section 3A, and the acceptance vote for section 3D(a) must be separate from the vote to accept section 3A. Unlike the rooms tax under section 3A, which is paid to the Commonwealth and then remitted to the Town quarterly, the community impact fee under section 3D (a) is paid monthly by the operator directly to the Town and the Town is required to dedicate not less than 35% of the community impact fees it receives to affordable housing or local infrastructure projects.

3. The new law also adds G.L. c. 64G, §3D(b) which would allow the Town, upon an acceptance vote by Town Meeting, to impose a community impact fee of not more than 3% upon each transfer of occupancy of a short-term rental that is located within a two-family or three-family dwelling that includes the operator’s primary residence. The same requirements for payment directly to the Town and dedicating not less than 35% of the short-term rental impact fees to affordable housing or local infrastructure projects apply as well.

4. Although this next option has been available since enactment of the Municipal Modernization Act in 2016, it may be of particular relevance with the passage of the Short-Term Rental Legislation. If the Town accepts G.L. c. 40, §5B, the Town can dedicate not less than 25% of the local rooms excise tax to any stabilization fund. This would include any new revenue generated from short-term rentals. The Town must accept paragraph 4 of §5B at Town Meeting, establish the stabilization fund (if an appropriate one does not already exist), and designate the percentage of the room excise (not less than 25%) to be deposited in the stabilization fund. No further appropriation into the fund is required. For example, if the Town desires to dedicate 50% of the new rooms excise for affordable housing purposes, Town Meeting would have to vote by a

two-thirds vote to establish a new Affordable Housing Special Purpose Stabilization Fund, vote to accept Paragraph 4 of G.L. c. 40, §5B, and vote that 50% of the rooms excise tax to be deposited into the fund. One potential drawback of this approach is that any appropriation from the stabilization fund by Town Meeting would require a two-thirds vote, and the revenue so dedicated would not be available for appropriation for general fund expenses.

**Cape and Islands Water Protection Fund**

In addition, Truro is included in the Cape Cod and Islands Water Protection Fund which is a Trust established pursuant to §2 of the Act (G.L. c. 21C, §19).

G.L. c. 64G, §3C provides for a 2.75% additional rooms excise tax to be collected by the Commonwealth for transfers of occupancy of units located in Towns on the Cape and Islands. Those funds are deposited directly into the Fund and are dispersed by the Management Board to member towns for water abatement projects. There is no local acceptance required by Town Meeting to implement this provision.

The Town may not withdraw from the Fund for a period of one year after the effective date of the Act. See §12 of the Act. Because the Act did not include an emergency preamble, the Act will become effective 90 days after December 28, 2018, which is the date the Governor approved the Act, or March 28, 2019. Accordingly, the Town Meeting cannot vote to withdraw from the Fund unless the effective date of the withdrawal is March 28, 2020, or later. The Town could, therefore, ask Town Meeting to vote to withdraw from the Fund at the 2019 Annual Town Meeting as long as the vote specifies that the withdrawal will not take effect until March 28, 2020.

Withdrawal requires a two-thirds vote of Town Meeting, but the Town may not withdraw during the term of any financial assistance awarded from the Fund. If the Town withdraws and then subsequently votes to rejoin the Fund, the Town will be ineligible for grants and subsidies for a two-year period.

A Management Board is established, and each member town will have one representative of the Board, who is appointed by the Select Board but must include either a member of the Select Board, the Town Administrator, or “other municipally employees professional staff.” The Management Board is required to make “an equitable distribution among participating municipalities consistent with revenue deposited from each municipality.” The term “equitable distribution” is not defined, so it remains to be seen how the Management Board, once it is established, will allocate the available funds. In this regard, both the Cape Cod Commission and the Marth’s Vineyard Commission are required to provide administrative and technical support to the Management Board and may be compensated for such support from the Fund. In addition, the Management Board may, pursuant to a Memorandum of Understanding with the DEP, expend up to 10% of the annual revenue in the Fund to contract with a regional planning agency,



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an institution of higher education or non-profit corporation to evaluate and report on the efficacy of adaptive management measures to reduce nitrogen pollution, monitor water quality, and conduct water quality monitoring. Accordingly, I do not expect that the full amount of the 2.75% tax will be available for distribution by the Management Board.

### **Local Regulation**

Finally, §14 of the Act expressly authorizes a municipality by ordinance or bylaw to regulate operators subject to the rooms excise tax and who have registered pursuant to G.L. c. 62C, §67. The bylaw may:

(i) regulate the existence or location of operators under this section within the city or town, including regulating the class of operators and number of local licenses or permits issued to operators under this section and the number of days a person may operate and rent out an accommodation in a calendar year;

(ii) require the licensing or registration of operators within the city or town; provided, however, that a city or town may: (A) accept a certificate of registration issued to an operator in accordance with section 67 of chapter 62C in lieu of requiring an operator to obtain a local license or registration under this section; or (B) issue a provisional license or registration to permit an operator to offer accommodations on temporary or seasonal basis;

(iii) require operators to demonstrate that any properties or premises controlled, occupied, operated, managed or used as accommodations subject to the excise under this chapter are not subject to any outstanding building, electrical, plumbing, mechanical, fire, health, housing or zoning code enforcement, including any notices of violation, notices to cure, orders of abatement, cease and desist orders or correction notices;

(iv) require properties or premises controlled, occupied, operated, managed or used by operators as an accommodation subject to the excise under this chapter to undergo health and safety inspections; provided, however, that the cost of any inspection conducted under this section shall be charged to and solely paid by the operator under this section; provided further, that after any initial health and safety inspection, the city or town may determine the frequency of any subsequent inspections;

(v) establish a civil penalty for violation of an ordinance or by-law enacted pursuant to this section; provided, however, that a city or town that suspends or terminates an operator's right to operate an accommodation for a violation of any ordinance or bylaw shall notify the commissioner of revenue of the suspension or termination; and

(vi) establish a reasonable fee to cover the costs associated with the local administration and enforcement of regulating operators and accommodations.

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Under this section, the Town may publish a public registry of all short-term rental accommodations including where the accommodation is located. This is an interesting provision because under section 1 of the Act, the state will be establishing a registry of all operators but is limited to only listing the name of the street and the municipality where the listing is located. If the Town is interested in developing its own regulations for short-term rentals, including limiting the number of licenses issued, we would be happy to work with the Town in drafting an appropriate bylaw. In this regard, however, you may be aware the city of Boston has been sued by Airbnb in connection with their respective ordinances regulating short-term rentals, and there have been some threats by the lodging industry to challenge at least the registry provisions of the new Act. It may, therefore, be prudent to wait until the Courts have addressed these legal challenges before proceeding with the enactment of a local bylaw.

It is important to note that the new law does not specify whether the bylaw must be a general bylaw or a zoning bylaw. Furthermore, there is nothing in the new law that would preclude the adoption of a Board of Health regulation to address health and safety issues. It may come down to how the Town intends to regulate short-term rentals, if at all. As a general rule of thumb, a local general bylaw would be appropriate to establish a licensing and registry scheme, or to limit the number of licenses than can be issued. If, on the other hand, the Town is only interested in establishing an inspection program, a Board of Health regulation may be more appropriate for a health and safety inspection protocol. If the Town wanted to limit short-term rentals to particular areas within the town and/or to require a special permit use, a Zoning Bylaw would be the appropriate mechanism.

Please let me know how the Town would like to proceed and whether you want us to draft some or all of the local acceptance provisions outlined above.

654825v.2/Truro/0001



# D L S

DIVISION OF LOCAL SERVICES  
MA DEPARTMENT OF REVENUE

Supporting a Commonwealth of Communities

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## Massachusetts Municipal Association (MMA) Annual Meeting

*January 18, 2019*

### ***New Municipal Tax & Finance Legislation***

*Patricia Hunt, Bureau Chief  
Bureau of Municipal Finance Law*

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Generally

- Amends G.L. c. 64G, Room Occupancy Excise by adding “short-term rentals”
  - Applies to:
    - Short-term rentals of occupancies starting July 1, 2019, for which a rental contract was entered into on or after January 1, 2019
    - Rentals of property for more than 14 days in a calendar year

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Generally

- State room occupancy excise
  - 5.7% of rent (rent defined in 64G:1)
  - Excise is paid to DOR by operator (proprietor)
  - Operators must register with DOR
    - Including those who transfer occupancies of short-term rentals for 14 days or less per calendar year

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

- “Short-term rental” (64G:1)
  - Occupied property (not a hotel, motel, lodging house or bed and breakfast) where at least 1 room or unit is rented out through use of advance reservations
  - Includes apartment, house, cottage and condominium
  - Does not include tenancies at will, month-to-month leases or time-share property
  - Rental that is not for more than 31 consecutive calendar days

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Local Option 1 - Local option room occupancy excise (64G:3A)

- Maximum rate = 6% (Boston 6.5%)
- Applies to all room occupancies subject to state room occupancy excise
- Local acceptance (accept and establish rate)
  - Cities – majority vote of city council and if have elected mayor, mayor approval
- Town meeting government - majority vote annual/special town meeting
- Town council government – majority vote of council

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Local option room occupancy excise (64G:3A)

- Must report acceptance to DLS
- Effective date of local excise
  - The 1st day of calendar quarter following 30 days after acceptance vote or 1st day of a later calendar quarter if so voted

<b>Acceptance Vote</b>	<b>Excise Effective</b>
May 31, 2019	July 1, 2019
June 1, 2019	October 1, 2019

- See DLS website for acceptance timetable
- DOR collects local excise / distributes to city/town



# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Local option room occupancy excise (64G:3A)

- If city/town has already accepted 64G:3A, local option excise will automatically apply to short-term rentals on July 1, 2019 that are subject to state excise (St. 2018, c. 337, s. 15.)
  - No additional local acceptance or other action by city/town is required

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Local option room occupancy excise (64G:3A)

- If city/town has not yet accepted 64G:3A, may accept 64G:3A and establish local rate
- If city/town has already accepted 64G:3A, it may amend the excise rate or revoke its acceptance of 64G:3A; however, it may not do so more than once in a 12-month period
- Amendment and revocation procedure and effective dates are same as with original acceptance

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Local Option 2 - Local option community impact fee (64G:3D)

- Only available if city/town has accepted local option excise under 64G:3A
- Up to 3% of rent for transfers of occupancies of certain short-term rentals
- Separate acceptance vote required – same manner of acceptance as for local excise
- Applies to certain short-term rentals on or after 7/1/19 for which a contract was entered into on or after 1/1/19

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Local option community impact fee (64G:3D)

- 64G:3D(a) – applies to each transfer of occupancy of “professionally managed unit” - one of two or more short-term rental units in same city/town not located within single- or two- or three-family dwelling that includes operator’s primary residence
- If adopt above impact fee, may, by separate additional vote, also impose impact fee on short-term rental units located within a two- or three-family dwelling that includes operator’s primary residence (64G:3D(b))

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Local option community impact fee (64G:3D)

- Paid monthly by the operator directly to city/town - 64G:3D(c)
- 35% of impact fee must be dedicated to affordable housing or local infrastructure projects - 64G:3D(c)
  - Special fund treatment – receipts reserved for appropriation
- 65% of impact fee = general fund revenue

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Local Option 3 - Local By-law / Ordinance (64G:14)

- Adoption of by-law or ordinance to regulate “operators” registered with DOR. By-law or ordinance may
  - Regulate location of operators and number of days operators may rent out in a year
  - Require licensing; but city/town may accept a certificate of registration with DOR
  - Establish penalties for violations and reasonable fee for administration
- Suggest consult with local counsel

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Cape Cod and Islands Water Protection Fund

- 2.75% additional excise in cities/towns within Barnstable, Nantucket and Dukes County, if city/town is subject to
  - Area wide wastewater management plan under s. 208 of federal Clean Water Act or
  - Equivalent plan determined by Dept. of Environmental Protection (DEP)
- Excise is paid by operator to DOR for transfer to Cape Cod and Islands Water Protection Fund

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Cape Cod and Islands Water Protection Fund

### — According to DEP

- Mainland Cape – All Barnstable County towns are currently subject to a section 208 area wide wastewater management plan and so all are members of the Fund
  - 2.75% additional excise will apply
- Island towns (Nantucket and Dukes County) are not currently members of the Fund; they will need to work with DEP to obtain its determination of a “suitable equivalent plan” to join the Fund



# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Cape Cod and Islands Water Protection Fund

- City/town may withdraw from Fund by 2/3 vote of legislative body; however
  - May not withdraw during term of financial assistance award from the Fund
  - No withdrawal from Fund until 3/28/20 - one year after effective date of legislation
- City/town may, by majority legislative body vote, return to the Fund after withdrawal, but shall not receive funding from the Fund for two years after its vote to return to the Fund

# An Act Regulating and Insuring Short-term Rentals - St. 2018, c. 337

## Additional References

- FAQs - DOR website - <https://www.mass.gov/info-details/short-term-rentals-frequently-asked-questions>
- Division of Local Services - Local Option Webpage - <https://www.mass.gov/service-details/local-options-relating-to-property-taxation-cpa-meals-and-room-occupancy>
- Cape Cod Commission website - <http://www.capecodcommission.org/>
  - Regional Plans / Section 208 Plan



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

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

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Discussion of Joint Representation for Comcast Negotiations

**EXPLANATION:** KP Law represents the members of the Lower Cape Regional Cable Committee, the towns of Brewster, Eastham, Truro, and Wellfleet, in their current cable television renewal license negotiations with Comcast. Rule 1.7 (a) of the Supreme Judicial Court's Rules of Professional Conduct requires that, in these circumstances, the risk of conflict of interest be disclosed. The Local Appointment Authority for the Town of Truro must consent to simultaneous representation of the Towns of Brewster, Eastham, Truro and Wellfleet in the matter of the joint cable television license renewal negotiations.

**FINANCIAL SOURCE (IF APPLICABLE):**

**IMPACT IF NOT APPROVED:** The bargaining strength of the Town will be increased by joining with the other Towns.

**SUGGESTED ACTION:** MOTION TO *Approve Consent for Joint Representation for Comcast Contract Negotiations with KP Law on Behalf of the Town of Truro, Brewster, Wellfleet and Eastham and to Authorize the Chair to sign.*

**ATTACHMENTS:**

1. Consent for Joint Representation with KP Law



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

January 18, 2019

**William Hewig III**  
whewig@k-plaw.com

Hon. Robert M. Weinstein and  
Members of the Board of Selectmen  
Truro Town Hall  
24 Town Hall Rd.  
P.O. Box 2030  
Truro, MA 02666

RCVD 2018JAN22 AM 11:07  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

Re: Representation of the Towns of Brewster, Eastham, Truro and Wellfleet  
For Comcast Cable Television License Renewal Negotiations

Dear Members of the Board of Selectmen:

As you know, we currently represent the Towns of Brewster, Eastham, Truro and Wellfleet, all members of the Lower Cape Regional Cable Committee, in their current cable television renewal license negotiations with Comcast. Rule 1.7 (a) of the Supreme Judicial Court's Rules of Professional Conduct requires that, in these circumstances, I disclose to you the risk of conflict of interest. Rule 1.7 (b) would permit me to represent you and the other Lower Cape communities if, after disclosure, I make a determination that multiple representation will not adversely affect my ability to exercise independent professional judgment in my representation of Truro, or the other Lower Cape communities and if I obtain the consent of Truro, and all other Lower Cape communities. Please accept this letter as my disclosure of potential conflict, determination, and request for consult.

MULTIPLE REPRESENTATION DISCLOSURE

The representation of multiple clients is regulated by the Massachusetts Supreme Judicial Court Rules of Professional Conduct. Those rules require that any attorney representing multiple clients obtain consent of each client to the multiple representation, after full disclosure of the possible effects of this multiple representation upon the exercise of the attorney's independent professional judgment on behalf of each client. This requirement is found in Rule 1.7(a) and (b). In this case you may consider whether this firm's relationship as Town Counsel to Brewster, Eastham, Truro and Wellfleet, is likely to adversely affect our ability to exercise independent professional judgment on behalf of you in this matter.

ATTORNEY'S REPRESENTATION REGARDING POSSIBLE ADVERSE EFFECTS

Rule 1.7(a) and (b) permits representation of multiple clients with the consent of each client after disclosure, and also upon a statement by the attorney that such representation will not be adversely



Hon. Robert M. Weinstein and  
Members of the Board of Selectmen  
January 18, 2019  
Page 2

affected by relationships with other clients, and furthermore that such representation will not adversely affect our independent professional judgment in our representation of Truro. Additionally, Rule 1.7(b) requires that such consultation shall include an explanation of the implications of the common representation and the advantages and risks involved.

#### DETERMINATION

Pursuant to Rule 1.7(a) and (b), it is our opinion that our multiple representation of four municipalities involved in the Lower Cape cable television license renewal proceedings will not adversely affect our relationships either with you, or with the other three municipalities, nor will it adversely affect our ability to exercise independent professional judgment in those representations. The advantages of such representations are that, to the extent the renewal issues and future community cable related needs of the four municipalities correspond, joint negotiations and shared legal expenses will represent a substantial economy to all four. The potential disadvantage of such multiple representations is that, to the extent that renewal issues or future community cable related needs of any of the four municipalities may diverge, competition or conflict may arise among the four during the course of negotiations which may serve to encumber or delay the negotiation process. We see this as unlikely to occur based upon our recent experiences representing other multiple municipalities in regional cable television license negotiations.

KP Law, P.C. successfully represented four municipalities in the Cape Ann Regional Cable Committee during the negotiations which took place between 2016 - 2017. At that time, all four municipalities were participating members of the Cape Ann Regional Cable Committee, which was eventually incorporated as the Cape Ann Regional Cable Television Access Corporation ("CATV"). In those previous negotiations, all four municipalities enjoyed a mutual community of interest as partners in a shared venture.

From our previous involvement in negotiations with multiple municipalities groups, we believe that the same community of interest would be shared by all four members of the Lower Cape Regional Group. It is therefore our opinion that simultaneous representation of the four communities is not likely to adversely affect our relationships with any included community.

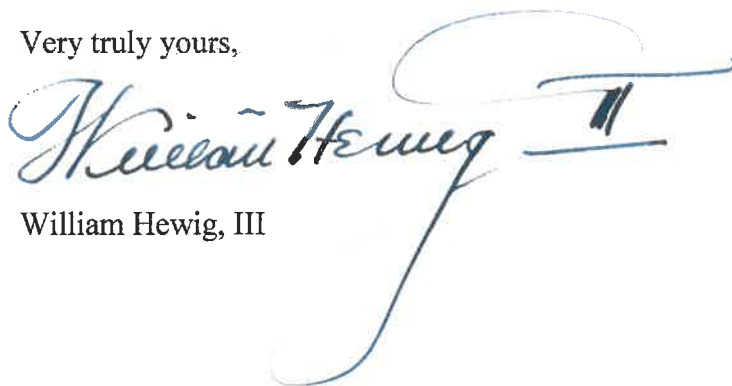
For the same reasons, it is also our opinion that representation of all four municipalities in these joint cable television renewal license negotiations by KP Law, P.C. for the purposes and under the conditions described in the first paragraph of this letter will not affect the exercise of our independent professional judgment on behalf of any of the four municipalities.

Hon. Robert M. Weinstein and  
Members of the Board of Selectmen  
January 18, 2019  
Page 3

I therefore request that you, as appointing authority for the Town of Truro, consent to our simultaneous representation of the Towns of Brewster, Eastham, Truro and Wellfleet in the matter of the joint cable television license renewal negotiations, notwithstanding this firm's representation of all four municipalities. Please indicate your consent by signing the enclosed Consent form and returning it to me.

If you wish to discuss this matter at all, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink that reads "William Hewig, III". The signature is written in a cursive style with a large, sweeping flourish at the end.

William Hewig, III

WH/caa  
Enc.  
cc: Town Manager

**CONSENT**

The Town of Truro, acting by the Members of its Board of Selectmen, hereby consents to the multiple representations by KP Law, P.C. in the matter of the cable television license renewal negotiations and proceedings described herein.

TOWN OF TRURO,

DATED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Weinstein, Chairman of the  
Board of Selectmen



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Paul Wisotzky, Board of Selectmen

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Amendment to Accessory Dwelling Unit Bylaw

**EXPLANATION:** Attached for your review and consideration is an amendment to the Accessory Dwelling Unit Zoning Bylaw. I am requesting that the Selectmen present it to the 2019 Annual Town Meeting for consideration. The first step in the process is for the Board to refer the amendment to the Planning Board for Public Hearing.

**FINANCIAL SOURCE (IF APPLICABLE):**

**IMPACT IF NOT APPROVED:**

**SUGGESTED ACTION:** *Motion to refer the amendment to the Accessory Dwelling Unit Bylaw to the Planning Board for Public Hearing.*

**ATTACHMENTS:**

1. Proposed Amendment to Section 40, Special Regulations, §40.2 Affordable Accessory Dwelling



**ARTICLE XXX: AMEND SECTION 40, SPECIAL REGULATIONS, §40.2 AFFORDABLE ACCESSORY DWELLING UNIT BY DELETING IN ITS ENTIRETY AND REPLACING IT WITH NEW LANGUAGE** To see if the town will vote to amend Section 40, Special Regulations, §40.2 Affordable Accessory Dwelling Unit, by **deleting the language in bold strike through, adding the red lettered wording and enumerate the bylaw correctly accordingly**

#### §40.2 Accessory Dwelling Unit

##### A. The purposes of this bylaw are to:

1. Increase the number of moderately priced, year-round rental dwelling units in Truro;
2. Encourage a more economical and energy-efficient use of the Town's housing supply; and
3. Provide homeowners with a means of obtaining rental income to defray housing costs.

##### B. Requirements

1. One Accessory Dwelling Unit (ADU) per buildable lot may be allowed in any zoning district by obtaining an ADU Permit ~~from the Planning Board.~~
2. An ADU may be established within or attached to a principal dwelling, principal structure, or accessory structure, or constructed as a detached unit, and must be located on the same lot as the primary dwelling.
3. The ADU must be in conformity with the State Building Code, Title V of the State Sanitary Code and all applicable town health, building, zoning and other local laws and regulations.
4. An ADU within or attached to a principal dwelling, principal structure or accessory structure that is a pre-existing nonconforming use or structure shall not increase any existing nonconformity or create a new nonconformity without first obtaining a Permit or Variance, respectively, from the Zoning Board of Appeals.

##### C. ADU Permit Criteria

1. The ADU shall be a complete, separate housekeeping unit containing both kitchen and sanitary facilities.
2. The ADU shall not contain more than one thousand (1,000) square feet nor less than four hundred (400) square feet of Gross Floor Area as that term is defined in Section II of this Zoning By-law. Once an ADU has been added to a dwelling, structure or lot, the ADU shall not be enlarged beyond the square footage specified in the permit granted pursuant to this section without first obtaining a subsequent permit ~~from the Planning Board,~~ and in no case shall an ADU be permitted to exceed the square footage allowed by this section.

3. At least **two (2)** off street parking spaces in addition to parking otherwise required for the property is required for an ADU.
4. An ADU shall be clearly subordinate in use, size and design to the principal dwelling ~~or structure, considering the following: building architectural details, roof design, building spacing and orientation, building screening, door and window size and location, and building materials. When accessory to a principal dwelling, the intent is to retain the appearance of a single family dwelling and the privacy of abutters.~~
5. The principal dwelling and ADU and lot on which they are located shall remain in common ownership, and shall not be severed in ownership, including that the lot, buildings or units thereon shall not be placed in a condominium form of ownership.
6. Either the ADU or the principal dwelling on a lot with an ADU must be leased for a term of at least twelve (12) months. Rental of said unit for a period of less than twelve (12) months (including, but not limited to, seasonal rental and rental through vacation rental services and websites) is prohibited. Proof of year-round rental shall be provided annually to the Building Commissioner by the owner in the form of a lease and a signed affidavit from both the owner and renter stating the unit is being rented accordingly and is used as a primary residence.
7. ADUs permitted under this section shall be inspected annually or as frequently as deemed necessary by the Health and Building Departments for compliance with public safety and public health codes. The owner of the property shall be responsible for scheduling such inspection and shall pay any applicable inspection fees.

D. Procedure

1. Each application for a Permit shall be filed by the Applicant with the ~~Town Clerk~~ **Building Inspector** consisting of:
  - ~~a. An original and 14 copies of the Application for ADU Permit;~~
  - ~~b. 15 copies of the required plans and other required information under §40.2;~~
  - c. Applicable filing fee;
  - ~~d. List of abutters obtained from the Truro Assessing Department~~
  - e. Site Plan or Site and Sewage Plan prepared by a registered professional engineer or registered sanitarian showing all property lines, existing and proposed structures on the parcel, and setbacks from roads and property lines for each structure. Building dimensions (height, stories, square footage) shall be shown on the plan.
  - f. Documentation of approval of the septic/wastewater treatment system from the Board of Health.
  - g. Building plans at a scale of no less than 1/8" = 1'-0", including floor plans and front, side and rear elevations of the ADU ~~and principal dwelling or structure.~~

- h. Affidavit declaring that the ADU and/or principal dwelling to which it is accessory will be rented on a twelve month basis.
- i. Documentation of approval, if applicable, from the Conservation Commission.
- J. Documentation of Special Permit or Variance, if applicable, from the Zoning Board of Appeals.

**~~E—Public Hearing~~**

- ~~1. Upon receipt of the application by the Truro Town Clerk, the Planning Board shall hold a duly noticed public hearing within 65 days of said filing. The Board shall:
  - a. Give notice by advertisement in a newspaper of general circulation in the Town of Truro, no less than ten (10) days before the day of such hearing; and,
  - b. Give notice by posting such notice in a conspicuous place in the Town Hall for a period of not less than ten (10) days before the day of such hearing; and,
  - c. Give notice by mailing a copy of such advertisement to abutters to the subject property, abutters to abutters within 300 feet of the subject property, and owners of properties across the street from the subject property.~~

**~~F. Findings of the Planning Board~~**

- ~~1. The Planning Board shall grant an ADU Permit if it finds that the proposal complies with the provisions of this bylaw, §40.2, as amended. The concurring vote of four members of the Planning Board shall approve an ADU permit as submitted or with reasonable conditions. The Board shall deny the permit only if:
  - a. The application is incomplete, and the applicant fails to complete the application within 21 days after written notice of the application's deficiencies, or
  - b. The imposition of reasonable conditions will not ensure that the ADU will conform to the standards and criteria described herein, or
  - c. The ADU does not comply with the requirements of the Zoning By-law.~~
- ~~2. The permit decision is not appealable.~~

**G. Penalty**

Failure of the applicant to comply with any provision of this section or the Permit is punishable by a fine established in Section 60.1 of the Truro Zoning By-laws and shall entitle the **Planning Board, Building Inspector after notice and public hearing**, to revoke, modify or suspend the Permit. The Town shall be entitled to recover its litigation fees, including counsel fees, incurred in enforcement of this Bylaw.

**H. Requirements for Tax Exemption**

Qualifying ADUs permitted under this section are eligible to seek tax abatement pursuant to Chapter I, Section 10 of the Truro General Bylaws,



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## 6. CONSENT AGENDA

### A. Review/Approve and Authorize Signature:

1. Agreement for Custom Pierce Freighliner with Minuteman Fire and Rescue Apparatus, Inc.
2. Cooperative Agreement Between Barnstable County and Town of Truro (Pamet Harbor Basin Dredging)
3. Review and Approve Letter of Support for the FY19 Community Development Block Grant Proposal and Authorize the Chair to sign

### B. Review and Approve Temporary Population Estimate for the Alcohol Beverages Control Commission

### C. Review and Approve Board of Selectmen Minutes: January 14, 2019 Budget Task Force



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Fire Department

**REQUESTOR:** Tim Collins Fire Chief

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Authorization to sign contract with Minuteman Fire and Rescue Apparatus

**EXPLANATION:** At the 2018 Town meeting the voters approved an article authorizing borrowing the sum of \$ 350,000.00 to replace the Fire Department's 1987 water tender. The Town has joined a purchasing cooperative in Texas that allowed the purchase of the apparatus from a bid issued by the cooperative, saving the Town time and money. Town Counsel reviewed the proposed contract from the vendor and rejected it and provided the attached agreement for the purchase of the apparatus. This agreement requires the approval and signature of the Board in accordance with the Town Charter limitations on contracts that the Town Manager may sign.

**FINANCIAL SOURCE (IF APPLICABLE):** Town Approved Debt Exclusion

**IMPACT IF NOT APPROVED:** Purchase will not go through

**SUGGESTED ACTION:** *MOTION TO Approve and sign the contract with Minutemen Fire and Rescue Apparatus for the purchase of a custom Pierce Freighliner.*

**ATTACHMENTS:**

1. Agreement
2. Sample Certificate of Insurance

**AGREEMENT FOR CUSTOM PIERCE FREIGHLINER**

The following provisions shall constitute an Agreement between the Town of Truro, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Minuteman Fire and Rescue Apparatus, Inc., with an address of 2181 Providence Highway, Walpole, MA 02081, hereinafter referred to as "Contractor", effective as of the \_\_\_\_ day of **February, 2019**. In consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with a Custom Pierce Freighliner, as decribed in the Specifications set forth in the Invitation for Bids and Contractor's Proposal, which are attached hereto and incorporated herein.

**ARTICLE 2: TIME OF PERFORMANCE:**

The vehicle shall be delivered to the Town in accordance with the Specifications.

**ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of Three Hundred and Forty Six Thousand Eigh Hundred and Sixty Eight 33/100 DOLLARS (\$346,868.33). Payment shall be made upon delivery to and acceptance of the vehicle by the Town.

**ARTICLE 4: CONTRACT DOCUMENTS:**

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

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

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

**ARTICLE 5: CONTRACT TERMINATION:**

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

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

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

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

**ARTICLE 7: AVAILABILITY OF FUNDS:**

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

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts. The vehicle shall comply with all applicable U.S. Department of Transportation regulations and with the guidelines of the National Fire Protection Association.

**ARTICLE 9: ASSIGNMENT:**

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

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

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

**ARTICLE 12: INSURANCE:**

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



Product Liability  
\$1,000,000 per occurrence  
\$1,000,000 aggregate

Umbrella/Excess liability  
\$25,000,000 per occurrence  
\$25,000,000 aggregate

Automobile Liability  
Bodily Injury Liability: \$1,000,000 per occurrence  
Property Damage Liability \$ 500,000 per occurrence  
(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance  
Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance  
Minimum Coverage \$1,000,000 per occurrence

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

**ARTICLE 12: WARRANTY:**

The Contractor shall deliver to the Town all applicable manufacturer warranties. Component and specialty equipment warranties shall be as set forth in the specifications, as applicable; otherwise, in accordance with manufacturer standards. The Contractor shall assign to the Town any warranties of other manufacturers whose equipment or accessories are incorporated into the vehicle.

**ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be

deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 14: ENTIRE AGREEMENT:**

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

**ARTICLE 15: COUNTERPARTS:**

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

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

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

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number



\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

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

CONTRACTOR

TOWN OF TRURO

By

by its Board of Selectmen

  
\_\_\_\_\_

\_\_\_\_\_

William K. O'Connor, VP Sales & Marketing  
Printed Name and Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved as to Availability of Funds:

\_\_\_\_\_  
Town Accountant  
655872/TRUR/0299

(\$ \_\_\_\_\_)  
Contract Sum



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/15/2019

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

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

<b>PRODUCER</b> 1-414-443-0000 Hays Companies  1200 North Mayfair Road, Suite 100  Milwaukee, WI 53226	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: NATIONAL FIRE &amp; MARINE INS CO</td> <td>20079</td> </tr> <tr> <td>INSURER B: BERKLEY NATL INS CO</td> <td>38911</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL FIRE & MARINE INS CO	20079	INSURER B: BERKLEY NATL INS CO	38911	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Pierce Manufacturing Inc.  P.O. Box 2017  Appleton, WI 54912-2017															

**COVERAGES** **CERTIFICATE NUMBER: 55153394** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		42-GLO-100190-04	04/01/18	04/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			42-UMO-100191-04	04/01/18	04/01/19	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Excess Liability</b>			CEX0960017405	04/01/18	04/01/19	Ea Occ/Agg 10,000,000

# SAMPLE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured when required by written contract between the owner and a Pierce Dealer.

One (1) Pierce Enforcer Pumper

<b>CERTIFICATE HOLDER</b>  <div style="background-color: black; width: 100%; height: 100px;"></div> <p style="text-align: center;">USA</p>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right;"> </div>
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# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Kelly Sullivan Clark, Assistant Town Manager

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Approval of Cooperative Agreement Between Barnstable County and the Town of Truro for Dredging the Pamet Harbor

**EXPLANATION:** The Town of Truro contracts with the Barnstable County Dredge to perform maintenance dredging in Pamet Harbor. Throughout the year, sediment builds up in the basin and channel of Pamet Harbor impacting navigation. The attached contract amount is set at \$90,000.00.

**FINANCIAL SOURCE (IF APPLICABLE):** FY '19 Budget, Maintenance Dredging account 5850 includes a line item of \$104,400 for dredging operations along with a MassWorks Grant of \$90,000 for dredging.

**IMPACT IF NOT APPROVED:** The Harbor dredging will not be completed.

**SUGGESTED ACTION:** *MOTION TO approve the Cooperative Agreement Between Barnstable County and the Town of Truro and authorize the Chair to sign.*

**ATTACHMENTS:**

1. Cooperative Agreement Between Barnstable County and the Town of Truro

COOPERATIVE AGREEMENT  
BETWEEN  
BARNSTABLE COUNTY  
AND  
TOWN OF TRURO

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the County of Barnstable, hereinafter called the "County," and the Town of Truro.

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I.            STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of Truro in Pamet Harbor Basin in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$90,000.00. This is based on removing up to approximately 10,000. cubic yards of material at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. The County shall provide the Town access to detailed survey work through Provincetown

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Coastal at the Town's request and at the Town's expense.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 5:00 P.M, Monday through Saturday.

THE TOWN OF TRURO AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a

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waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act.

BOTH BARNSTABLE COUNTY AND THE TOWN OF TRURO AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Truro to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II.            TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III.            PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV.            WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.



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ARTICLE V.            CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI.            COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1.        Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2.        Protection and Indemnity insurance.
3.        General liability and excess liability insurance.
4.        Pollution insurance.
5.        Contingent watercraft liability insurance.

ARTICLE VII.            INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Falmouth from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Truro agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Truro or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII            TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to

Item: 6A2

said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BARNSTABLE COUNTY  
COMMISSIONERS:

TOWN OF TRURO:

\_\_\_\_\_  
Leo G. Cakounes

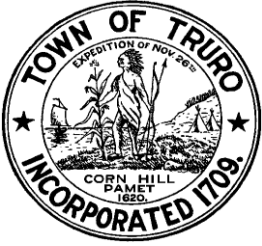
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald Beaty

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Date



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Support Letter for the Department of Housing and Community Development Housing Rehabilitation Application for FY19

**EXPLANATION:** At a previous public hearing and meeting, the Board approved the application for FY 19 Community Development Block Grant funds. This request is to approve sending a letter of support with the grant application to the MA Department of Housing and Community Development (DHCD). The letter stresses the importance of the funds that facilitate vital programs for Truro. The grant allows towns to continue to meet housing rehabilitation and childcare voucher needs of LMI (low-moderate income) residents of the Lower Cape Cod Region. The Outer Cape grant will benefit the towns of Eastham, Harwich, Truro, and Provincetown, and provide funds for approximately 22 homes to be rehabbed and childcare vouchers for 75 families. The housing rehab programs provide homeowners earning less than 80% of the area median income with an opportunity to address the safety and energy upgrades to their homes. In addition, the childcare component of the grants provides financial assistance for the cost of childcare for LMI families who rely on our local licensed childcare providers to care for their children while they are at work.

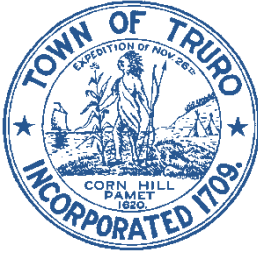
**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** Support letters strengthen the grant application and since Truro is the lead applicant, it is important that the Board sends a letter of support.

**SUGGESTED ACTION:** *MOTION TO approve the draft letter to the Department of Housing and Community Development in support of the DHCD Housing Rehabilitation Application and to authorize the Chair to sign.*

**ATTACHMENTS:**

1. Draft Support Letter



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

**Office of the Board of Selectmen**

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

February 12, 2019

Janelle Chan, Undersecretary  
Department of Housing and Community Development  
Commonwealth of Massachusetts  
100 Cambridge Street, Suite 300  
Boston, MA 02114

Re: CDBG Housing Rehabilitation Application for FY19

Dear Ms. Chan,

I am writing in support of the FY19 Community Development Block Grant (CDBG) application to the MA Department of Housing and Community Development (DHCD) from the Town of Truro (including Eastham, Harwich, Truro and Provincetown).

This grant will allow the towns to continue meeting the housing rehabilitation and childcare voucher needs of LMI (low-moderate income) residents of the lower and outer Cape Cod region. The Truro Regional grant will benefit the towns of Truro, Provincetown, Eastham and Harwich, and provide funds for approximately 22 homes to be rehabbed and childcare vouchers for 75 families.

The affordable housing and economic development challenges of the lower and outer Cape are well documented. CDBG funding is a vital resource for stabilizing and preserving existing homes in our region and ensuring that working families have affordable child care. The housing rehab programs provide homeowners earning less than 80% of the area median income with an opportunity to address the safety and energy upgrades to their homes. Currently, the Community Development Partnership (CDP) is working on 18 rehab projects for the Truro Regional grant serving Truro and Provincetown, Eastham and Harwich.

In addition, the childcare component of the grants provides financial assistance for the cost of childcare for LMI families who rely on local licensed childcare providers to care for their children while they are at work. The FY18 programs are already filling up and will be at full capacity early in 2019. Both of these programs are playing a vital role in stabilizing the year-round families living in these towns.

## **Consent Agenda Item: 6A3**

I urge you to provide the funds requested, so that our Cape towns can continue their work with LMI home owners in need of critical home repairs and working families with young children in need of safe and affordable childcare. Thank you for your consideration of these proposals.

Sincerely,

Robert Weinstein, Chairman  
Board of Selectmen  
Town of Truro



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Licensing Department

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** February 12, 2019

**ITEM:** Approval of Temporary Population Estimate for the Alcohol Beverages Control Commission (ABCC)

**EXPLANATION:** Each year, the ABCC requires (under M.G.L. Ch. 138 Section 17) Towns or Cities to provide an estimate of temporary increased resident population. This population estimate is used to establish a quota for seasonal package goods stores licensed under M.G.L. c. 138 Section 15. The seasonal population estimate is 16,488\*

*\*The 2019 estimate was reached using the current formula, which is as follows:  
2018 estimate (16,444) + (number of new single-family residences in 2018 (22) x 2 persons).*

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** The estimate can be tabled for further review, but a figure must be submitted to the State by March 1<sup>st</sup>, 2019.

**SUGGESTED ACTION:** *MOTION TO approve the 2019 Estimate for Temporary Increased Population Estimate to be 16,488 for the Town of Truro.*

**ATTACHMENTS:**

1. Estimate of the Temporary Increase Population ABCC Form 2018
2. Estimate of the Temporary Increase Population ABCC Form 2019

**2019 Seasonal Population Increase Estimation Form**

City / Town:

Date:

Alcoholic Beverages Control Commission  
c/o Licensing Department  
239 Causeway Street  
Boston, MA 02114

To Whom It May Concern:

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

Date of Meeting

, estimated that the temporary increased resident population

of   
City / Town Name

, as of July 10, 2019 will be

Estimated Population

.

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

The above statements are made under the pains and penalties of perjury.

Very truly yours,  
Local Licensing Authorities

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 2018 Seasonal Population Increase Estimation Form

City / Town:

Date:

Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114

To Whom It May Concern:

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

Date of Meeting

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

The above statements are made under the pains and penalties of perjury.

Very truly yours,  
Local Licensing Authorities

  
\_\_\_\_\_  
  
Maurice Burgess  
\_\_\_\_\_  
\_\_\_\_\_



# DRAFT

**Truro Budget Task Force  
Monday, January 14, 2019  
Truro Town Hall Selectmen's Chambers**

**Finance Committee Members Present:** Chair Robert Panessiti; Susan Areson, Lori Meads, Richard Wood

**Board of Selectmen Member Present:** Chair Robert Weinstein, Maureen Burgess, Kristen Reed, Janet Worthington

**Present:** Town Manager Rae Ann Palmer; Assistant Town Manager Kelly Sullivan-Clark; Town Accountant Trudi Brazil

Finance Committee Chair Robert Panessiti and Board of Selectmen Chair Robert Weinstein called the meeting to order at 8:00 a.m.

## **Police FY2020 Budget**

Police Chief Jamie Calise reviewed the Police Department Budget for Fiscal Year 2020, starting with salaries and services. He discussed the request for tasers and increases for vehicles. Chair Robert Weinstein stated his objections to the leased motorcycle. Chief Calise gave safety training requirements and some of the uses of the motorcycle. The Police Chief explained the grant line for which they anticipate a reimbursement. Chief Calise stressed the importance of training, which had an increase in its line. New officers as well as veterans of the force would benefit from training. He explained the contractual arrangements for paying for Police Academy. Hiring experienced officers is another option he could pursue. Finance Chair Panessiti discussed the correlation between Police staff, services and the importance of budgeting. Chief Calise presented a sample of calls for service with averages of calls per day and shift. The Police Chief said he had not heard of practical police use of electric vehicles. He reassured the Task Force that he regularly looks for grant opportunities. Chief Calise thanked Jackie Mastrianna for her help in preparing the budget materials.

## **Fire and Rescue**

Fire Chief Tim Collins said his biggest increase was in salary because of step increases and overtime. He reviewed the combination model of staff with eight full-time firefighters and additional per diem employees when needed. There are four call firefighters, as well. They utilize call back for firefighters who come back after serving a regular shift. Chief Collins enumerated the various services the Fire Department provides and how Lower Cape ambulances are involved. Ms. Palmer gave the costs for Lower Cape services. Janet Worthington expressed interest in transitioning away from using Lower Cape Transport and having adequate Truro ambulance service in the next few years. Mr. Panessiti said a cost/benefit analysis should be worked out for this. Four lieutenant positions for each shift accounts for another increase in the budget. Call back Overtime has another line increase. The per diem staffing had increased. Two individuals are available for duty at any time. Chief Collins reviewed training standards and team cooperation. Town Accountant Trudi Brazil explained how the purchase & service lines now includes training. The Fire Chief said that Insurance Services Organization (ISO)

ratings had improved. He reviewed provisions for physical fitness testing; the hose maintenance program, supplies, vehicle maintenance, medication and ambulance supply replacements, and uniforms. Ambulances and the department keep up with communications technology. There are plans to send three firefighters to the Academy, which has no cost; however, housing for them is covered by the Town. Every year Chief Collins attends a firefighters' conference in Worcester. Another conference is offered in different locations of the country each year. Turn out gear rental is a savings to the Fire Department. Replacement of gear is expensive, Chief Collins said. Hose replacement is essential. The Fire Department is always seeking possible grants for equipment and training. Ms. Palmer said the Capital Budget will reflect more emergency equipment at the beaches. Chief Collins said he was compiling his report on the number of calls the Fire Department has answered during 2018.

### **FY 20 Emergency Management Budget**

Fire Chief Collins, as head of Emergency Management, went over that budget. He planned for individual emergency kits for community members. Chief Collins said citizens should create their own kits, but the Town will have extra kits available. There is a sample kit from Massachusetts Emergency Management Agency (MEMA) posted on the Town website. The Alert Truro system will notify citizens for a variety of situations.

### **FY 20 Harbor and Shellfish Budget**

Harbormaster and Shellfish Constable Tony Jackett said the two budgets had been combined. He reviewed staff, removal of apparatus for the winter and for dredging, re-seeding the shellfish stock, purchases & services, use of fresh water, re-installing the floats, and winterizing expense for the fire-rescue boat. Supplies included the shellfish stock, gear, navigational aids, office supplies, a winch replacement, and float repair materials. Shellfish stock accounts for the largest increase in the supply lines. The other expenses included dues in the Harbormasters Association and vehicle allowances. Mr. Jackett said he is seeking an additional motor, but Ms. Palmer said this would be in the Capital Budget. Mr. Jackett commented on increased revenue with the Waterways Fee at the Harbor. Trudi Brazil reported on fees from each category of license. The total was \$6,315, she said.

### **ADJOURNMENT**

Kristen Reed moved to adjourn the Selectmen's meeting. Maureen Burgess seconded, and the motion carried 4-0. Richard Wood moved to adjourn the Finance Committee meeting. Susan Areson seconded, and the motion carried 4-0.

The Budget Task Force meeting at 10:05 a.m.

Respectfully submitted,

Mary Rogers,  
Secretary

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Robert Weinstein, Chair

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Maureen Burgess, Vice-chair

Absent

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Kristen Reed

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Paul Wisotzky

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Janet Worthington, Clerk