



# Truro Select Board

Tuesday, January 12, 2021

Regular Meeting-5:00pm

This will be a remote meeting. Citizens can view the meeting on Channel 18 in Truro and on the web on the "Truro TV Channel 18" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. **To provide comment during the meeting please call in toll free at 1-866-899-4679 and enter the following access code when prompted: 801-147-509 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser: <https://global.gotomeeting.com/join/801147509>.** Please note that there may be a slight delay (15-30 seconds) between the meeting and the live-stream (and television broadcast). If you are watching the meeting and calling in, please lower the volume on your computer or television during public comment so that you may be heard clearly. We ask that you identify yourself when calling in to help us manage multiple callers effectively. Citizens may also provide public comment for this meeting by emailing the Town Manager at [dtangeman@truro-ma.gov](mailto:dtangeman@truro-ma.gov) with your comments.

## 1. PUBLIC COMMENT

## 2. PUBLIC HEARINGS NONE

## 3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Interview and Appointment of Board of Health Vacancies: Sally Brotman, Helen Grimm, Brian Koll, and Clinton Kershaw

## 4. STAFF UPDATES

- A. Health/ Conservation Agent Update: CC Commission Water Study, Cape & Islands Water Protection Fund, Condominium Conversion, and COVID-19  
Presenter: Emily Beebe, Health & Conservation Agent
- B. Walsh Property Update: Survey and Structural Evaluation; Committee Status  
Presenter: Jarrod Cabral, DPW Director and Darrin Tangeman, Town Manager

## 5. TABLED ITEMS NONE

## 6. SELECT BOARD ACTION

- A. Discussion of Engineering Survey of Pond Village in North Truro for Town Water  
Presenter: Robert Weinstein, Chair and Jarrod Cabral, DPW Director
- B. Discussion and Vote of Select Board Liaisons to the Walsh Property Community Planning Committee  
Presenter: Robert Weinstein, Chair
- C. Select Board Vote to Open the Warrant for the 2021 Annual Town Meeting  
Presenter: Darrin Tangeman, Town Manager

## 7. CONSENT AGENDA

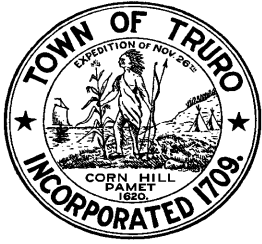
- A. Review/Approve and Authorize Signature:
  1. *Housing Rehab Subordination Request*
  2. *Town Manager Appointments- Cape Cod And Island's Water Protection Fund Management Board, Cape Cod Regional Transit Authority Advisory Board, and Cape Cod Municipal Health Group*
- B. Review and Approve 2021 Annual Business Licenses Renewals: Box Lunch (Common Victualer) and Savory and the Sweet Escape (Common Victualer), Salty Market (Common Victualer), Jobi Pottery (Transient Vendor)

- C. Review and Approve the 2020 Alcoholic Beverages Control Commission Report for Truro
- D. Review and Appoint Eric Mays to the Climate Action Committee
- E. Review and Approve Select Board Minutes: December 8, 2020

**8. SELECT BOARD REPORTS/COMMENTS**

**9. TOWN MANAGER REPORT**

**10. NEXT MEETING AGENDA: January 26**



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** January 12, 2021

**ITEM:** Review and Approve Applicants for Membership on the Board of Health

**EXPLANATION:** Sally Brotman, Helen Grimm, Brian Koll and Clinton Kershaw have submitted their applications to serve to fill the (2) vacancies on the Board of Health. The Chair, Tracey Rose, has commented on all applicants to the Board of Health.

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

**IMPACT IF NOT APPROVED:** The vacancies on the Board of Health will remain.

**SUGGESTED ACTION:** *Motion to appoint XXXXX and XXXXX to the Board of Health for two (2) three-year unexpired terms expiring June 30, 2021.*

**ATTACHMENTS:**

1. Sally Brotman Application to Serve (with Chair's comments)
2. Helen Grimm Application to Serve (with Chair's comments)
3. Brian Koll Application to Serve (with Chair's comments)
4. Clinton Kershaw Application to Serve-Email from Chair

# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Sally Brotman HOME TELEPHONE: [REDACTED]

ADDRESS: 24 Toms Hill Rod WORK PHONE : [REDACTED]

MAILING ADDRESS: P.O. Box 1128 E-MAIL: [REDACTED]

FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Board of Health

SPECIAL QUALIFICATIONS OR INTEREST: \_\_\_\_\_

RCVD 2020DEC11 PM2:21

ADMINISTRATIVE OFFICE  
TOWN OF TRURO

I am interested in maintaining drinking water quality and protecting pond and coastal water contamination from sources such as septic and cess pool waste, toxic surface runoff, pesticides and toxic handling and disposal. I am interested in the prevention of tick borne illness and public management of communicable disease.

COMMENTS: \_\_\_\_\_

I have worked as a project director for a biostatistical research foundation. I have served on the Truro Library Board of Trustees, the Truro Energy Committee, the Truro Recycling Committee and have worked at the Truro Food Pantry.

SIGNATURE: *Sally Brotman* DATE: December 11, 2020

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

Dear Board of Select men and Select women,

I hope you will agree with me that this applicant is not only enthusiastic to

SIGNATURE: Tracy Rose, Chair BOH (12.14.20) DATE: Serve on BOH but is certainly

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_

qualified. We thank her for applying and look forward to working with her, if approved.





# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Helen Grimm HOME TELEPHONE: [REDACTED]

ADDRESS: 6 Pine Ridge End WORK PHONE: [REDACTED]

MAILING ADDRESS: POB 276, N. Truro 02652 E-MAIL: [REDACTED]

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

SPECIAL QUALIFICATIONS OR INTEREST: I have been an RN for over 20 years, and, in my capacity as the school nurse at Truro Central School, I have served as a public health nurse for the past 10 years. I have also been a member of the Barnstable County Lyme & Tick-Borne Illness Taskforce for many years. I believe strongly that the health of our community is only as good as the health of the individuals in our community and is connected to the health of our environment. I would be honored to be a member of the Truro B. O. H. Thank you

SIGNATURE: Helen Grimm DATE: 12/14/2020

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

Dear Board of Select women and Select men, It is very exciting to receive this application to serve on the BOH. Certainly qualified, Ms Grimm appears to be an

SIGNATURE: Tracy Rose, BOH Chair DATE: 12.14.2020 excellent addition to our BOH team!  
Town of Truro team, if approved.  
Thank you!

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

RCVD 2020DEC29 04:27  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

NAME: Brian Koll, MD, FACP, FIDSA HOME TELEPHONE: [REDACTED]

ADDRESS: 4 Jeans Way WORK PHONE: [REDACTED]

MAILING ADDRESS: PO BOX 1015 E-MAIL: [REDACTED]

FAX: na MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Board of Health

SPECIAL QUALIFICATIONS OR INTEREST: Former Executive Medical Director for Infection Prevention at Mount Sinai Health System, NY, NY. Board Certified Physician Infectious Diseases and Internal Medicine. Advisor to NY Task Force Members for re-opening Broadway after COVID-19.

Areas of expertise include: Covid-19, environmental safety, emergency management, food safety,

COMMENTS: occupational health. Member of NYSDOH committees. Recognition from NYS and Federal Government.

Have been a full-time resident of Truro for past three years and would like to be more involved with town.

CV and references provided on request.

SIGNATURE: Brian Koll DATE: 12/17/2020

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

Dr. Koll would certainly bring a wealth of knowledge to the Town BOH that will assist our Team in our decision-making process with our topics.

SIGNATURE: Tracy Row DATE: 12.31.2020

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Clinton Kershaw HOME TELEPHONE: [REDACTED]

ADDRESS: 9 Highland Avenue WORK PHONE : \_\_\_\_\_

MAILING ADDRESS: PO Box 909 E-MAIL: [REDACTED]

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

**Board of Health**

SPECIAL QUALIFICATIONS OR INTEREST: Please see attached

COMMENTS: Please see attached

RCVD 2021 JAN 11 AM 11

ADMINISTRATIVE OFFICE

TOWN OF TRURO

SIGNATURE: [Handwritten Signature] DATE: 1.3.2021

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_



**Clinton Kershaw  
PO Box 909  
North Truro MA 02652**

**Members of the Town of Truro Selectboard  
Town of Truro  
PO Box 2030  
Truro MA 02666**

**1.3.2021**

**Dear Members of the Board,**

**I have submitted my Application to Serve on the Board of Health, there are currently two openings.**

**While I could serve on many of the boards in the Town I can best serve the town by serving on the Board of Health. I am 60 years old, I started working for my parents when I was 17 in their business. Within 10 years I had my own Plumbing and Septic business serving six counties in New York State. I have personally inspected, designed, repaired, and installed more septic systems than you can imagine. I have read, interpreted, and understood more codes than you can imagine, each county having its own with even town specific regulations and some areas also within the New York City Watershed.**

**While the Board of Health deals with many Public Health issues, septic effluent and water quality seem to be the most important at this time, at least 75% of their agenda. In addition the Board of Health is currently working on writing new regulations to help protect the Town, its environment, and our water supply. I have been a Licensed Master Plumber for over 30 years and I have been a Licensed Septic Contractor for over 30 years. I can read and understand code, I can read and understand plans and drawings, and I am especially good at creative solutions to difficult problems.**

My education, qualifications, and life experience make me a perfect candidate for the Board of Health. My experience of actually being in the ditches, doing the work, while also designing and sizing septic systems allows me to fully understand how these systems work and how we can best protect the town. I have been told by members of the Board of Health that no one on the current board possesses this level of knowledge or expertise.

I understand the two members that have resigned did so because the governmental process was not moving fast enough for them. My understanding of government is that it is designed to work slowly, and that slow, but sure process is to protect the citizens that we are asked to represent.

Both the Chairperson of the Board and the Health Agent may object to my application to serve. Their reasoning is that I have a matter before the board. It is common practice for any board member to recuse themselves when appropriate. I would of course recuse myself at any appropriate time.

I will make myself available at any time and in any way to speak with you so that you can get to know me better and better understand that we share the same wishes and goals for our town.

I want to thank you for your time and attention to my application and I look forward to speaking to each and every one of you. Please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clinton Kershaw', with a long horizontal flourish extending to the right.

Clinton Kershaw



## Noelle Scoullar

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**From:** Tracey Rose [REDACTED]  
**Sent:** Monday, January 4, 2021 12:18 PM  
**To:** Noelle Scoullar  
**Cc:** Nicole Tudor; Emily Beebe  
**Subject:** Re: Application to Serve-Clinton Kershaw

I would hold off on mr Kershaw until we receive confirmation from the health department that he is in compliance with BOH with his recent issue with BOH. Thank you.

Sent from my iPhone

On Jan 4, 2021, at 8:16 AM, Noelle Scoullar <nscoullar@truro-ma.gov> wrote:

Hi Tracey,

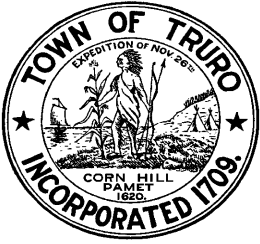
Attached is another application to serve.  
Please comment and send back asap. I will reach out to Mr. Kershaw to see if he's available for an interview along with the others.

Thank you!  
Noelle

**From:** scans@smtp.truro-ma.gov <scans@smtp.truro-ma.gov>  
**Sent:** Monday, January 4, 2021 7:46 AM  
**To:** Noelle Scoullar <nscoullar@truro-ma.gov>  
**Subject:** Message from Mail Room KM\_C458

<SMail Room 21010408450.pdf>





# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Health and Conservation

**REQUESTOR:** Emily Beebe, Health and Conservation Agent

**REQUESTED MEETING DATE:** January 12, 2021

**ITEM:** Update from the Health and Conservation Agent

**EXPLANATION:**

The Health and Conservation Agent will update the Board on the following items:

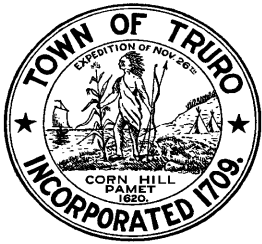
1. CC Commission Water Study
2. Cape & Islands Water Protection Fund
3. Condominium Conversion
4. COVID-19

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

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

**SUGGESTED ACTION:** Discussion only

**ATTACHMENTS:** None



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Jarrod J. Cabral, DPW Director and Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** January 12, 2021

**ITEM:** Walsh Property Update: Survey and Structural Evaluation; Committee Status

**EXPLANATION:**

Survey and Structural Evaluation

The BSC Group has provided a proposal for a field survey and the preparation of a topographic plan depicting the properties. In addition, an assessment of the existing building conditions will be conducted to determine the adequacy of the structural components. This proposal is for \$14,600.00 and may be executed by the Town Manager.

Walsh Property Community Planning Committee

The contract for facilitation services is under review by KP Law. The price proposal from (the sole proposer) Consensus Building Institute (CBI) for the services was a not-to-exceed amount of \$98,304. Staff has verbally informed CBI that there is not available funding for the full amount and CBI has verbally agreed to work within our budget parameters. KP Law was asked to assist the Town with written notification of the parameters. Upon completion of a contract that satisfies Town Counsel, Stacie Smith, of CBI will begin facilitating meetings of the Committee. As the final contract for the Walsh Property Facilitation Services will be less than \$100,000, the Town Manager will be able to execute a contract with CBI, as provided by Town Charter.

Staff reviewed the list of appointees and determined that there are three members of the Committee that are still not sworn in. Staff is working with two of the appointees to expedite this process. The third appointee lives out-of-state and due to COVID restrictions will be unable to be sworn in. As there is no mechanism provided by General Law or Governor's Orders to allow for virtual swearing in, this appointee may attend meetings as a member of

the public but will be unable to vote on matters until she is sworn in.

Monies borrowed as part of the original BAN and the premium received from the BAN, less all renewal costs for the next BAN and costs for permanent bonding, are available for use for Walsh Property expenses, including facilitation services and survey and structural analysis, and must account for future mapping, surveying, community outreach, planning and design, as well as any other unknowns associated with the planning process.

**FINANCIAL SOURCE (IF APPLICABLE):** Bond Anticipated Note associated with the Walsh property.

**SUGGESTED ACTION:** Update/ discussion only.

**ATTACHMENTS:**

1. BSC Group Proposal
2. Walsh Community Planning Committee appointees



January 8, 2021

Mr. Jamie Calise  
Town Manager  
Town of Truro  
24 Town Hall Road  
Truro, MA 02666

349 Main Street  
(Route 28), Unit D  
West Yarmouth  
MA 02673

Tel: 508-778-8919  
800-288-8123

[www.bscgroup.com](http://www.bscgroup.com)

**RE: (Revised) Additional Surveying Services – #3, 5, 6, 7, 8, 10, 10A, 12 and 13 Walsh Way, Truro, MA – BSC Project No. 50324.02**

Dear Mr. Calise:

BSC Group, Inc. (BSC) is pleased to submit this proposal for additional surveying services relative to nine existing properties located at #3, 5, 6, 7, 8, 10, 10A, 12 and 13 Walsh Way in the Town of Truro, Massachusetts. The proposed services shall include field survey and the preparation of a Topographic Plan depicting the nine properties.

BSC has prepared this proposal based upon the following understanding of your needs and circumstances that have affected the scope of services:

- The purpose of this proposal is to facilitate the Town’s future plans for developing the subject properties. This proposal was requested by Mr. Jarrod Cabral from the Truro Department of Public Works. This proposal represents modifications to our December 17, 2020 proposal to include six additional properties and for locating and measuring the existing buildings on the locus properties by conventional surveying methods. The plan will depict the building locations and the topography only. Site details such as driveways, utilities, etc. are not identifiable from the LiDAR data and will therefore not be depicted on the plan.
- The nine subject properties are referred to as Truro Assessor’s Parcels 8, 134, 133, 135, 9, 10, 2, 226 & 13 all as depicted on Map No. 43 and totaling approximately 71+/- acres.
- BSC is proposing to utilize available LiDAR data for the topographic information to supplement the property line survey previously conducted on the subject properties. The use of LiDAR data as opposed to conventional surveying will result in a substantial savings for the Town of Truro.
- BSC has included an optional service to provide structural analyses of ten existing buildings located on the locus properties based on a visual inspection only as described in Section 2.0 Additional Services. The fee for structural analysis services is not included in the estimated budget described in 4.0 Fee for Services.
- The Client is responsible for all project related expenses.

Engineers  
Environmental Scientists  
Custom Software Developers  
Landscape Architects  
Planners  
Surveyors



**BSC**, the *Company*, proposes to provide to the **Town of Truro**, the *Client*, the following specific services in accordance with the attached Terms and Conditions and Fee Schedule that are made a part of this Agreement.

## 1.0 SCOPE OF SERVICES

The following services will be performed as part of this Agreement:

- 1.1 Conduct research at the Town of Truro Municipal Offices, the Barnstable Registry of Deeds, and the Massachusetts Land Court to acquire current record deeds and plans of the locus and abutting properties.
- 1.2 BSC will attain LiDAR data of the project area from USGS sources. BSC will extract relevant elevation data from the LiDAR point cloud and process it into a Civil3D surface with 1-foot contour accuracy. Initial review of historic ortho imagery and 2013 imagery does not indicate that any substantive elevation changes have occurred at the site such as earth works. If any substantive changes are discovered at the time of survey, an additional fee may be required to locate those changes.
- 1.3 The Civil3D file will be in Massachusetts State plane NAD83 (12b) horizontal datum, NAVD88 vertical datum, and in US Survey Foot units.
- 1.4 Reconnoiter and perform a field survey to recover previously established horizontal and vertical control at the project site. Conduct a field survey to check the topography based on the LiDAR data. Field locate and measure the existing residences on the locus properties for depiction on the project plan.
- 1.5 Prepare a topographic and property line plan of the project site also depicting the existing dwellings. Forward copies of the plan to the Client as needed.

## 2.0 ADDITIONAL SERVICES

The following services are not included as a part of this Agreement. These services may become necessary based upon the conclusions derived from the performance of the proposed scope above. If required, these services will be performed for an additional fee to be paid on an hourly basis in accordance with the attached BSC Fee Schedule.

- Requests to conduct site observations of existing conditions on the ten buildings located on the locus properties to determine the adequacy of the structural components. A stamped report will be prepared documenting the structural systems



for each building. This estimated price assumes that all ten of the buildings can be accessed during one site visit (\$3,500).

- Requests to field locate any site details around the buildings (other than the topography) previously mentioned for depiction on the project plans.
- Requests to provide any engineering design services or to prepare any Proposed Conditions Plans.
- Requests to conduct utility research on the locus properties or within the adjacent roadways.
- Requests to resolve any property line disputes for any reasons.
- Requests to stakeout any lot corners or lot lines.
- Site review and/or survey services beyond those budgeted herein or not specifically described in 1.0 Scope of Services.

### 3.0 SCHEDULE FOR SERVICES

BSC proposes to begin the services identified in Section 1.0 of this Agreement upon receipt of written authorization to proceed and to complete the plan within forty five (45) days of receiving a Notice to Proceed.

This offer to perform services is valid for a period of thirty (30) days from the date of this proposal.

### 4.0 FEE FOR SERVICES

- 4.1 BSC has estimated a budget of **Fourteen thousand, four hundred (\$14,400.00) dollars** exclusive of any and all direct reimbursable expenses for the services described in Section 1.0 of this Agreement. BSC proposes to provide these services on an hourly basis in accordance with the attached BSC Fee Schedule. The Company suggests that the Client budget **Two hundred (\$200.00) dollars** for reimbursable expenses. BSC's estimated budget for proposed services shall not be construed to be a not-to-exceed amount by line item or in the aggregate. The Company shall inform the Client as soon as practical if it becomes necessary to exceed the budget in order to perform all proposed and additional services required.

Fees shall be billed and be due upon the completion of all services. Payment is due upon receipt of invoices. Failure to comply with the payment terms of this Agreement shall be cause for the Company to terminate services.





## 5.0 GENERAL CONSIDERATIONS

- 5.1 BSC will perform all services in a timely manner, but it is agreed between the parties that BSC cannot be responsible for delays occasioned by factors or parties beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed. Delays of this nature shall extend the completion date.
- 5.2 BSC's submittal will depend on the timely receipt of any required information from other project team members and/or the Client.
- 5.3 During the performance of the services described within this Agreement, the Scope of Services, and compensation therefore, may be adjusted by mutually agreed upon Amendments to this Agreement.
- 5.4 The attached "Statement of Terms and Conditions" is made a part of this Agreement.
- 5.5 This proposal is valid for a period of thirty (30) days.
- 5.6 Client understands that BSC's services are labor intensive. BSC typically bills clients monthly. Unless otherwise agreed in writing, payment of each BSC invoice is due on receipt and interest will accrue after 30 days. Client understands that BSC's services may be put on hold or terminated if invoices are not paid per this Agreement. It is the Client's responsibility to review invoices upon receipt. If there are any items which the Client wishes to discuss with BSC, it is the Client's responsibility to contact BSC to request any needed clarification. In the absence of any such request from the Client within 30 days from the date when rendered, it is agreed that the amount invoiced is correct and shall be paid in full to BSC.



Please execute two (2) copies of this Agreement and initial the attached Terms and Conditions and return one (1) copy with an original signature for our records. BSC welcomes the opportunity to provide professional services for this project.

Sincerely,

BSC GROUP, INC.

  
\_\_\_\_\_  
Craig A. Field, Director of Operations

**AGREED AND ACCEPTED BY:**

Town of Truro

\_\_\_\_\_  
Authorized Signature / Title

\_\_\_\_\_  
Date

**APPROVED BY:**

BSC Group, Inc.

  
\_\_\_\_\_  
Craig A. Field, Senior Associate

\_\_\_\_\_  
Date

## STATEMENT OF TERMS AND CONDITIONS

The terms and conditions set forth herein are incorporated, by reference, in the Proposal for Services, dated January 8, 2021, directed to the Town of Truro ("Client"). This Proposal contains clauses that limit Company's liability to Client and require Client to indemnify Company for some claims and damages. The Proposal should be reviewed carefully, and Client may choose to consult with an attorney. BSC Group, Inc., ("Company") and Client agree as follows:

### Section 1. Services

Company shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal") with respect to the property identified in the Proposal (the "Site"), under the terms and conditions set forth herein. Company's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. Client acknowledges that Company's Services require decisions which are based upon judgmental considerations stemming from limited data and time and budgetary constraints imposed by Client rather than upon scientific certainties. Client, in accepting Company's Proposal, acknowledges the inherent risks to Client and its property associated with the work described in the Proposal and with underground work in general. Company shall perform Services in accordance with generally accepted practices of like professionals undertaking similar services on behalf of any project or on behalf of similar projects in the same region.

**Limitation of Services.** Client agrees that such Services shall be rendered without any other warranty, express or implied, and, subject to all other limitations herein contained. Company shall be responsible only for such injury, loss or damage to the extent caused by the negligent acts, errors, omissions or willful misconduct of Company, its employees, or those for whom it is legally responsible.

- a) **Confidentiality of Services Rendered.** Company will not disclose information regarding the Proposal, Company's Services or its Report, except 1) to Client, or 2) parties designated by Client. Information which is in the public domain or which is provided to the Company by third parties is excepted from the foregoing undertaking.

### Section 2. Billing and Payment

- a) Client will pay Company for Services performed in accordance with the rates and charges set forth in the Proposal. Invoices for Company's Services will be submitted on a periodic basis, or upon completion of Services, as Company shall elect. All invoices will be due and payable on receipt. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from invoice date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If Client fails to pay any invoice in full within thirty (30) days after invoice date, Company may, at any time and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by Company to Client. Notwithstanding any termination of Services by Company for non-payment of invoices, or for reasons set forth in Section 9, Client shall pay Company in full for all Services rendered by Company to the date of termination of Services plus all interest, termination costs and expenses incurred by Company and related to such termination. Client shall be liable to reimburse Company for all costs and expenses of collection, including reasonable attorneys' fees. Company's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude Company from the exercise under this instrument, or at law.
- b) If the above described Services are discontinued for any reason other than those described in 2(a), all Services performed to date shall be compensated at the rates set forth in the Fee Schedule of the Proposal for Services.

### Section 3. Insurance

Company represents that its staff is protected by Worker's Compensation insurance within statutory limits and that company has coverage under Public Liability and Property Damage insurance policies. Certificates for any such policies shall be provided to Client upon written request. In no event shall Company be liable or responsible for any loss, damage, or liability, including but not limited to fire and explosion beyond the amounts, limits, or conditions of such insurance. In addition, Company shall in no event be liable or responsible for any such loss, damage or liability excluded from coverage of insurance.

### Section 4. Right of Entry

Client hereby grants to Company or represents and warrants (if the Site is not owned by Client) that permission has been duly granted for a Right of Entry from time to time, by Company, its agents, staff, consultants, and contractors or subcontractors, upon the Site for purpose of performing and with the right to perform all acts, studies, and research, including without limitation the making of test boring and other soil compilings, pursuant to the Scope of Services. Should Client not own the Site, Client warrants and represents by acceptance of the Proposal that it has authority and permission of Site Owner and any site occupant to grant Company this right of entry. Company may require evidence of such authority in a form reasonably satisfactory to Company.

### Section 5. Subsurface Explorations

- a) Normal Disturbance – Client acknowledges that the use of exploration equipment may affect, alter or damage the terrain, vegetation and buildings, structures, improvements and equipment at, in or upon the Site. Client accepts the fact that this is inherent to Company's work and will not hold Company liable or responsible for any such reasonable effect, alteration, or damage, and will defend the Company and indemnify it against damage claimed by any party on account thereof. The costs of restoration of the Site because of any such damage has not been calculated nor included in Company's fees.
- b) Subterranean Structures – Company will exercise a reasonable degree of care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Site. Company will contact public utilities and review plans, if any, provided by public utilities and public agencies and plans and information about the Site provided by Client. So long as Company observes such standard of care, Company will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, telephone cables etc. or any other element or condition if not called to Company's attention prior to commencement of work or which is not shown, or accurately located, on any plans furnished to Company by Client or by any other party, public or private.

### Section 6. Samples

Company will dispose of all soil, rock, water and other samples thirty (30) days after submission of Company's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Company will ship such samples to the location designated by Client, at Client's expense. Company may upon written request arrange for storage of samples at one of Company's offices, at mutually agreed storage charges. Company will not give Client prior notice of intention to dispose of samples.

## **Section 7. Construction Observation Services; Duties**

- a) Construction Site Safety – Company, by entering into this Contract with Client does not undertake any liability or responsibility for the development, supervision, or enforcement of any job or site safety requirements; nor for any failure of any contractor, subcontractor, or other third person or entity, present on the Site to comply with the Occupational Safety and Health Act of 1970 (Federal OSHA), or with any regulations or standards promulgated thereunder, or with any state, county, or municipal law, regulations, or ordinance of similar import or intent.
- b) Company will not be responsible for any contractor's or subcontractor's compliance with the provisions of any contract nor for the observation or supervision of any contractor's or subcontractor's use of personnel, machinery, equipment, safety precautions or procedures.

## **Section 8. Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by Company as instruments of Services, shall remain the sole property of Company. All reports and other work preparation by Company for Client shall be utilized solely for the intended purposes and Site described in the Proposal. Company will retain all pertinent documents for a period of three (3) years following the submission of Company's final report to Client. Such documents will be available to Client upon request at Company's office during office hours on reasonable notice, and copies will be furnished by Company to Client for the total cost of reproduction of the same.

## **Section 9. Unforeseen and Unanticipated Occurrences**

If during performance of Services, any unforeseen conditions or occurrences are encountered which, in the judgment of Company, significantly affect or may affect the Services or the recommended scope of Services, Company will promptly notify Client thereof. Subsequent to that notification Client and Company agree to pursue one of the following options:

- a) The original scope of Services may be modified to the mutual satisfaction of the parties, and the estimate of charges, including budget estimates and fees, revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein;
- b) Company shall have the right to suspend its work immediately and terminate the work described in the Proposal, effective on the date specified by Company in writing. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and Company not having reached a new, mutually satisfactory, revision of their agreement.

## **Section 10. Public Responsibility**

Client acknowledges that the Client or the Site owner as the case may be, is now and shall remain in control of the Site for all purposes at all times. Company does not undertake to report to any Federal, State, county or local public agencies having jurisdiction over the subject matter any conditions existing at the Site from time to time which may present a potential danger to public health, safety or the environment. Client, by acceptance of the Proposal, agrees that Client will timely notify each appropriate Federal, state, county and local public agency, as required by law, of the existence of any condition at the Site, which may present a potential danger to public health, safety or the environment.

## **Section 11. Hazardous Materials**

Client agrees that Company has neither created nor contributed to the creation of any hazardous materials, pollutants, asbestos, or other potentially dangerous substance that is now or may be in the future discovered or introduced at the Site. Company hereby states, and Client acknowledges by acceptance of the Proposal, that Company may not have any professional liability or other coverage insuring Company for acts, errors and omissions, and Company may be unable to obtain such insurance at reasonable cost, for claims arising out of the performance of Services, including but not limited to, investigation, assessment or evaluation of hazardous materials or pollutants or the detection, abatement, removal or replacement or products, materials, or processes containing asbestos.

## **Section 12. Limitation of Professional Liability**

- a) **Company Obligation for Successful Claim.** In recognition of the risks, rewards and benefits of the subject project available to the Client and the risks and total fee of the Company, the Company and the Client have agreed that the Company's total liability to the Client for any and all injuries, claims, losses, expenses or claims expenses, including claims by Client against Company for indemnification and/or contribution due to third party claims against Client, arising out of this agreement from any cause or causes shall not exceed the aggregate sum of \$50,000 or Company's aggregate fee for Services rendered on the subject project, whichever is lesser. Such causes include but are not limited to Company's alleged breach of contract, breach of warranty, strict liability, or negligent acts, errors or omissions.
- b) **Consequential Damages.** Under no circumstances shall Company be liable to Client for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing however caused including Company's fault or negligence.
- c) **Client Obligation for Unsuccessful Claim.** In the event that Client makes a claim against Company, at law or otherwise for any alleged error, omission or act arising out of the performance of Company's Services, and Client fails to prove such claim upon final adjudication, then Client shall pay all costs incurred by Company in defending itself against the claim, including, without limitation, court costs, and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts.

## **Section 13. Delays**

In providing the referenced Services and absent any fault on the part of the Company, its employees or agents, the Company shall not be responsible for delays.

## **Section 14. Amendment of Agreement**

These printed terms and conditions cannot be modified orally or by any course of conduct. Any modification must be acknowledged in writing by Company. These conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document issued by Client. Client shall not assign any aspect of the agreement between Client and Company except upon the prior written consent of Company.

## **Section 15. Choice of Laws/Jurisdiction**

The agreement between Company and Client as set forth in the Proposal and in these Terms and Conditions shall be governed by and enforceable in accordance with the laws of the Commonwealth of Massachusetts. Any dispute resulting in legal action shall be adjudicated within the jurisdiction of the Commonwealth of Massachusetts.

## **Section 16. Severability**

In the event that any provisions of this agreement shall be deemed invalid or unenforceable, the other provisions herein shall remain in force and effect and binding upon the parties hereto.

# FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
<b>Professional Staff</b>	
Principal/Officer of Firm	\$200.00 to \$250.00
Managing: Engineer, Surveyor, Scientist, Landscape Architect, Planner	\$180.00 to \$225.00
Senior: Engineer, Surveyor, Scientist, Programmer, Landscape Architect, Designer, Planner	\$125.00 to \$170.00
Staff: Engineer, Surveyor, Scientist, Programmer, Landscape Architect, Designer, Planner	\$100.00 to \$140.00
Assistant: Engineer, Surveyor, Scientist, Programmer, Designer, Planner	\$70.00 to \$100.00
Expert Witness Testimony/Court Appearance	\$300.00 to \$350.00
<b>Technical Support Staff</b>	
Senior: Calculator, Chief of Party, Drafter, Instrument Operator, Technician, Text Processor	\$80.00 to \$120.00
Staff: Calculator, Drafter, Instrument Operator, Technician, Text Processor, Administration, Support	\$60.00 to \$100.00
<b>Field Survey Party*</b>	
Field Crew	\$150.00 to \$190.00*

## Expenses

Direct expenses shall be billed at 10% markup. Direct expenses include cost of transportation, delivery, printing and reprographics, telecommunications, presentation graphics, project supplies, subcontractors, subconsultants and other costs directly applicable to the individual project.

\* Premium rates apply for overtime hours, night shifts and weekend work.





# TOWN OF TRURO

## Select Board Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Select Board

**REQUESTOR:** Robert Weinstein, Chair

**REQUESTED MEETING DATE:** January 12, 2021

**ITEM:** Discussion of Engineering Survey of Pond Village in North Truro for Town Water

**EXPLANATION:** The Board will continue their December 15, 2020 discussion of the engineering survey of Pond Village in North Truro for Town water.

In light of recent discussions regarding water quality in the Pond Village area, the Select Board will discuss options for continuing to extend the water main to other locations in the Pond Village (Pond Road) area. Public Works Director Cabral and Health/ Conservation Agent Beebe will be available for the discussion. The Board will consider engaging the services of an engineer to conduct a survey to study the Pond Road area and vicinity for the possibility of extending the municipal water line.

DPW Director Jarrod Cabral will present the price proposal from Horsley Witten for the engineering services. Currently there is no identifiable funding source. Director Cabral recommends that the \$77,670 for the estimates for the waterline construction and storm water management improvements be included in the FY22 Capital Improvement Plan.

**IMPACT IF NOT APPROVED:** There will not be a determination of the ability to run Town Water through this portion of North Truro.

**SUGGESTED ACTION:** *Motion to include funding for the engineering services required to obtain estimates for the waterline construction and storm water management improvements for the Pond Village area water line expansion in the FY22 Capital Improvement Plan.*

**ATTACHMENTS:**

Proposal for Design and Permitting Services for Water Line Extension and Stormwater Retrofits- Pond Rd, Truro, MA from Horsley Witten



# Horsley Witten Group

*Sustainable Environmental Solutions*

90 Route 6A • Unit 1 • Sandwich, MA 02563  
508-833-6600 • horsleywitten.com



December 21, 2020

Mr. Jarrod Cabral, DPW Director  
Town Garage Complex  
17 Town Hall Road  
Truro, MA 02666

Ms. Emily Beebe, Health and Conservation Agent  
Town of Truro  
24 Town Hall Road  
Truro, MA 02666

Re: Proposal for Design and Permitting Services for Water Line Extension and Stormwater Retrofits – Pond Road, Truro MA

Dear Mr Cabral and Ms. Beebe:

On behalf of the Horsley Witten Group, Inc. (HW) I am pleased to submit this proposal to design a watermain extension along Pond Road and Twine Field Road, and to upgrade stormwater management facilities along Pond Road in Truro. Based on our discussions we understand the project includes the following components:

- Development of a watermain extension from the intersection of Shore Road along Pond Road to the southwest and Twine Field Road to the north. This will involve reviewing and checking the existing WaterCAD model for the water system in Truro to appropriately size the proposed watermains with adequate water pressure to meet demands in the project area;
- Evaluation of a potential future water storage tank facility location to serve the water system in Truro. The WaterCAD model to be provided by the Town will be used to check the system pressure and fire flow, as well as to evaluate the size of the facility;
- Development of proposed upgrades to stormwater management along Pond Road to improve the quality of water that drains into Village Pond;
- Permitting of the project including the watermain extension and upgrades to stormwater management with the Truro Conservation Commission.
- Bid support services; and
- Construction oversight.

Our proposed scope of work is presented below, including our assumptions on how the project will proceed.

### **Task 1: Kick Off Meeting – Site Walk**

HW will meet with the Town to walk the area where the watermain extension and the stormwater management facilities will be built. We will discuss how the water line will connect to the existing water mains and evaluate options for the design of the stormwater management facilities. We will also coordinate the exchange of any information or data that we will need regarding the existing water system. The area where HW will conduct a field-run topographic survey to create an existing conditions plan (Task 2) will be identified and confirmed.

Estimated Cost:                   \$2,600

Deliverables:

*Kick-off meeting and site evaluation.*

### **Task 2: Site Survey and Wetland Resource Area Mapping**

HW will conduct a field-run topographic survey to develop the existing conditions plan for the project area. This plan will include the road layout, right of way, existing curb cut, driveways, pavement, gravel, adjacent building, utilities at grade, fencing, trees 12-inch diameter or larger, and any other data necessary to provide adequate base plan information. Topographic contours will be generated in a one-foot intervals and will reference NAVD 1988 for vertical datum. HW will determine the boundaries of all wetland resource areas along the project corridor, including Bordering Vegetated Wetland (BVW)/Freshwater Wetlands associated with Village Pond and, if needed, the mean annual high-water line associated with an unnamed perennial stream from which a 200-foot Riverfront Area would extend across a portion of the project corridor. In determining the boundary of BVW, HW will follow the delineation methods as described in the Massachusetts Department of Environmental Protection (MassDEP) handbook entitled *Delineating Bordering Vegetated Wetlands Under the Massachusetts Wetlands Protection Act* (March 1995), the regulations at 310 CMR 10.55(2), and any local wetland regulations to accurately determine the limits of the jurisdictional freshwater wetlands. HW will follow the regulations at 310 CMR 10:58 (1) to determine the extent of the MAHW along the perennial stream.

The BVW appears to occur on both private and public properties. Given the nature of the project, HW does not anticipate the need for preparing MassDEP Bordering Vegetated Wetland (310 CMR 10:55) Delineation Field Data Forms.

Estimated Cost:                   \$12,900

Deliverables:

*Existing Conditions Plan on Pond Road with BVW and Twine Field Road.*

### **Task 3: Concept Designs**

HW will create conceptual designs for the watermain extension and stormwater management facilities. These will be shown on engineering design plans and will be based on the information developed in the subtasks described below.

### **Task 3a: Identify Potential Locations for Stormwater Improvements and Soil Evaluation**

Utilizing the information gathered from our survey as well as the photos, calculations, and plans provided to us from the Truro DPW, HW will determine the feasibility of installing stormwater improvements along Pond Road within the Town right-of-way. HW will also collect and review information from the ongoing Cape Cod Commission watershed analysis as well as prior plans along the roadway in the area (MassDOT plans, watershed reports, etc.), geotechnical/soils information (from NRCS and/or DPW files), MassGIS, and public and private utilities.

HW will also coordinate with Town DPW staff to conduct up to four soil test pits as needed, to assess soil characteristics and depth to groundwater at selected locations of proposed stormwater management practices. The soil test pits locations will be in the general area of the infiltration systems and will be witnessed by a Massachusetts Licensed Soil Evaluator who will prepare a soils log report, based on DEP Form 11 Soil Suitability Assessment.

HW will prepare calculations to determine the estimated volume of stormwater discharging towards Village Pond along Pond Road and determine measures to reduce the depth of ponding estimated to occur within the right of way. HW will discuss the potential locations with the Town DPW and with the Town will determine the conceptual design and implementation approach for up to 4 locations.

Estimated Cost: \$13,500

#### *Deliverables:*

*PDF sketch of concept level plans with potential swale/infiltration trench locations including any known constraints and opportunities. Soil logs will be added to plans. (included in subtask 3d design plans). Attend one meeting or conference call with town staff.*

### **Task 3b: Watermain Extension Review and Design**

HW will review the existing WaterCAD model to be provided by the Town and determine the appropriate size of the proposed watermain extensions on Pond Road and Twine Field Road. The need for a hydrant flow test will be evaluated if there is an appropriate location to conduct it. Using the WaterCAD model, HW will check the water demands and fire flow in the project area to evaluate adequate pressure in the system. The proposed watermain sizes will be reviewed and approved by the Town.

The sizing of the watermain on Pond Road will take into account potential additional connections to properties on connecting roads other than Twine Field Road. The ability to add these connections will depend on the review of the WaterCAD model and will be discussed with the Town as the information is available to determine if the design should incorporate future additional connections to the Pond Road watermain.

Based on the approved watermain sizes, HW will develop a 75% engineering design plan and prepare a probable cost estimate for this project. The watermain design will be based on the Wellfleet Water System Specifications and Truro's requirements. The information will be submitted to the Town for review. HW will incorporate Town's comments in the 75% design and this will be used for permitting purposes as described in Task 4.

Budget: \$12,900

Deliverables:

*A review memo on the size of watermain extensions on Pond Road and Twine Field Road. 75% design plan for the watermain extensions, attend one meeting or conference call with town staff.*

**Task 3c: Storage Tank Site Suitability Analysis**

HW will review the WaterCAD model to be provided by the Town and other information related to the proposed water storage tank. We assumed that that WaterCAD model is well developed and calibrated and no additional hydrant flow tests are required. HW did not budget additional time to modify or update the model for any recent developments and water demands. HW will review the model related to the water demands, fire flow and system pressure. HW will evaluate the new parcel as mentioned by the Town as a possible site for the new water storage tank and compare it with the previous recommended site. HW will discuss the initial findings with the Town before finalizing the study. We will also check the storage tank sizing requirements and make a recommendation with a probable cost estimate. This budget does not include any public meetings.

Budget \$16,800

Deliverables:

*A brief report on the water storage tank site location evaluation suitability including the size of water storage tank, total dynamic head requirement, overall system pressure and fire flow condition, and overflow elevation. Attend one meeting or conference call with town staff.*

**Task 3d: Stormwater Improvements Design**

Based on the initial conceptual design from Task 3a and with input from the Town, HW will develop the following items for completion of 30% design packages:

- 30% design plans including cross-sections and conceptual details for up to 4 stormwater improvements.
- Engineering memorandum, depicting the size of each practice and pollutant removal capabilities.
- Coordination with known utilities that may be affected by the design.
- Recommended priority installation and sequence notes.
- Quantity takeoffs and an engineer's construction cost estimate.

HW will document areas that utility information is known or requires further investigation.

Based on the Town's comments on the 30% design plan, HW will prepare and provide a 75% design plan to the Town for review before being used for the permitting under Task 4.

Estimated Cost: \$18,970

Deliverables:

*Design plans at 30% and 75% with probable cost at 75% design.*

**Task 5: Public Meetings on Proposed Project**

HW will attend two public meetings, in person or virtual, to present the proposed project and answer questions from town residents. It is anticipated that one meeting will be early in the project to present the initial concepts and gather public input. A second meeting will be held once the design plans are finalized.

Estimated Cost: \$3,900

Deliverables:

*Two public meetings to discuss the project with Town residents.*

**Task 5: Notice of Intent Permitting**

Based on our understanding of the project we believe there will be a need to file a Notice of Intent with the Truro Conservation Commission for its review and approval. At this point, we do not believe the project rises to the level where review is needed under the Massachusetts Environmental Policy Act (MEPA). If this changes we will inform the Town and decide how to proceed.

HW will prepare a draft Notice of Intent for review by the Town. This will include the necessary forms, the proposed plans for the watermain extension and stormwater facilities, and a narrative that describes the project, the location of wetland resources and the plans to minimize impacts to the pond and adjacent wetlands, and to restore water quality with the proposed stormwater improvements. The stormwater report and O&M plan will be part of the NOI submittal.

Upon receipt of comments, we will finalize the application and submit it to the Conservation Commission. We will work with the Town to notify abutters to the project as required and will attend up to two Conservation Commission hearings to present the project and answer questions from the Commission and general public. We assume that there is no application fee involved in this NOI application since the Town will be the applicant.

Estimated Cost: \$12,500

Deliverables:

*Draft and final Notice of Intent, abutter notification, attendance at 2 Conservation Commission hearings.*

**Task 6: Final Design Preparation**

HW will prepare final construction bid-set including CSI technical specifications and bid cost estimates. We assume the Town will provide the front-end document as part of the bid package. HW will provide one hard copy to the Town for the final review. HW will incorporate any comments before we prepare the final version for bidding purposes. We plan to issue an electronic bid package in the form of thumb drives to the

Town. We assume the Town will do its own newspaper advertisement. Our budget does not include any advertisement cost for the project.

Deliverables:

*One set of final construction bid documents for the stormwater practices and watermain extensions with a probable cost estimate. The final set will be stamped by a professional engineer prior to submittal to the Town; the Construction bid package will be issued to the Town in electronic format.*

Estimated Cost: \$20,200

**Task 7: Bid Support**

HW will provide bid support services during the bid process. This support service includes conducting a pre-bid meeting, answering any questions from the bidders, preparing and issuing addendum, making calls for reference checks for at least three qualifying and low bids and making a recommendation to the Town for awarding the contract.

Estimated Cost: \$3,600

Deliverables:

*Attendance list for bidders for pre-bid meeting, Addendum, recommendation for the general contractor for the project.*

**Task 8: Construction Observation**

HW will provide qualified field personnel to observe and report on specific aspects of the construction work. These observations will be conducted when the infiltration practices have been excavated to observe soils and ground water elevations. Our budget assumes up to a total of 6 site observations along with preparation of field observation reports for submittal to the Town. Field observation reports will be issued within 48 hours of the site visit and will document with text and photographs the types of work being done, site conditions and aspects of construction which are deficient and in need of correction. These services shall not be construed to be full-time construction oversight.

HW will also provide review of contractor submitted shop drawings, testing reports, applications for payment, and/or requests for information (RFIs) under this task for up to 10 submittals. Any additional site observation visits or submittal reviews will be an additional charge at our hourly rates, as approved by the Town in advance. s

Upon notification from the contractor that the infiltration practices are substantially complete, HW will proceed with project close-out services. This work includes:

- Conducting a thorough site inspection and developing a punch list of construction items which must be corrected.
- Conducting a follow-up site inspection upon notification by the Contractor of Final Completion.
- Developing a list of remaining deficiencies.



Deliverables:

Attendance at pre-construction meeting and meeting notes, up to 6 construction observation reports, soil test pit logs, review of up to 10 submittals from the selected contractor, review and reply of up to 3 Request for Information, one site inspection and preparation of one final punch-list.

Estimated Cost: \$16,500

**Estimate of Costs**

The proposed Total Fee for the proposed work is \$131,270. The distribution of the Total Fee is as follows:

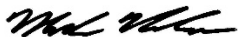
Task Description - Labor and Expenses

Task 1	Kick Off Meeting – Site Walk	\$2,600
Task 2	Site Survey, Wetland Resource Area Mapping	\$12,900
Task 3a	Identify Potential Locations for Stormwater Improvements	\$13,500
Task 3b	Watermain Extension Design	\$12,900
Task 3c	Storage Tank Site Suitability Analysis	\$16,800
Task 3d	Stormwater Improvements Design	\$18,970
Task 4	Public Meeting	\$3,900
Task 5	Notice of Intent Permitting	\$12,500
Task 6	Final Design Preparation	\$20,200
Task 7	Bid Support	\$3,600
Task 8	Construction Observation	\$16,500
<b>Total Fee</b>		<b>\$134,370</b>

Thank you for the opportunity to submit this engineering proposal. We look forward to working with you and I will be in touch to confirm how we will set up the contract for the work. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

HORSLEY WITTEN GROUP, INC.



Mark Nelson  
Principal

**ACKNOWLEDGED AND APPROVED:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** January 12, 2021

**ITEM:** Walsh Property Community Planning Committee (WPCPC) Membership

**EXPLANATION:** Prior to the Walsh Property Community Planning Committee holding meetings the Select Board will vote to elect two representatives to serve on the Committee.

**FINANCIAL SOURCE (IF APPLICABLE):**

**IMPACT IF NOT APPROVED:** There will not be a Select Board Member representative (s) on the Committee.

**SUGGESTED ACTION:** *MOTION TO appoint {insert names here} to the Walsh Property Community Planning Committee.*

**ATTACHMENTS:**

1. Community Process for the Walsh Property Plan Final Draft Process Design

## Community Process for the Walsh Property Plan Final Draft Process Design

### Overview

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

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

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

### Walsh Property Community Planning Committee (WPCPC) Purpose and Task

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

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

### **Community Members and Alternates:**

- a) The role of Community Members is to actively participate in all discussions and deliberations on all topics, and to participate in making consensus recommendations to go to Town Meeting, the Select Board, and other decision-making entities. Meetings will be structured to provide first priority for community member input in discussions.
  
- b) Members will include **8-12 representatives, plus alternates, of community constituencies from the town of Truro**, who collectively represent the balanced and broad range of perspectives, preferences and demographics of Truro. These will include the following categories and demographics:
  - part-time (6 months or more)
  - seasonal residents
  - year-round residents
  - tradespeople
  - youth / students
  - young families
  - senior residents
  - local business owners
  - cultural and arts institutions
  - abutters (including the school)
  - people interested in housing/affordable housing opportunities
  - people interested in conservation and open space needs
  - people interested in the environment, habitat, and ecosystems
  - people interested in recreation opportunities
  - people interested in other development needs
  
- c) Members may be from existing Truro Boards and Committees, as long as those boards and committees do not have official authority over components of the plan. Examples are:
  - Open Space Committee
  - Council on Aging
  - Recreation Commission
  - Climate Action Committee
  - Bike and Walkways Committee
  - Local Comprehensive Plan Committee
  - Truro School Committee
  - Water Resources Oversight Committee
  - Truro Housing Authority
  
- d) Although they are selected to help represent a set of perspectives and demographics, members will serve as individuals, rather than as official liaisons to any particular group.

One individual might represent multiple categories. Collectively, they should also represent a mix of experience, substantive knowledge, areas of expertise, and geographic and demographic diversity within the town.

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

**Liaisons:**

- a) A second category of participants in the WPCPC are *liaisons* from chartered town commissions and boards with official regulatory or decision-making roles. The role of liaisons is to actively participate in discussions and deliberations on topics that are relevant to their expertise, interests, and responsibilities. Liaisons are also charged with bringing ideas and concerns of their committee or board to WPCPC discussions and inform their fellow committee/board members about WPCPC deliberations. However, participation of

liaisons should not undermine their ability to perform their regulatory responsibilities, and should not outweigh deliberation among members. Further, liaisons will not be asked to weigh in on agreement-seeking consensus recommendations.

b) The following entities may be invited to appoint a liaison.

- Select Board
- Historical Commission
- Planning Board
- Conservation Commission
- Board of Health
- Zoning Board of Appeals
- Finance Committee

c) Additional entities may be invited to share their perspectives or knowledge, either at meetings or through engagement between meetings, at the determination of the WPCPC. For example, since the Walsh property is adjacent to the school, the WPCPC should ensure that input & feedback from teachers, administrators & students be sought out throughout the process.

#### **Technical and Expert Advisors:**

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

#### **Decision Making**

- a) The WPCPC, to the extent possible, will ***operate by consensus***, which is defined as unanimous concurrence of the primary members, or in the absence of a primary, his or her alternate. Members may also “abstain,” or stand aside. Abstaining means not offering consent or endorsement, but also not blocking an agreement. Abstaining members will not be counted in determining if consensus has been reached.

- b) If a member disagrees with a proposal, he or she must make every effort to ***offer an alternative satisfactory to all members***. Members should not block or withhold consensus unless they have serious objections to the proposal and can articulate the reasons for those objections. Consent means that members can accept, even if reluctantly, the package that emerges. The goal of the WPCPC is to reach consensus, recognizing that not all members will be equally satisfied with the outcome.
- c) If there are issues or topics where consensus cannot be reached, the final plan will include the majority view, with clear identification of areas where there was no consensus, explain the members' differences clearly, accurately, and fairly, and include alternative approaches suggested by dissenting members.
- d) Liaisons will participate actively in the deliberations, explain and advocate based on their knowledge and expertise, seek creative solutions, participate in drafting alternatives and other written documents, as needed, and provide background information. However, they will not take part in the final consensus on recommendations.

### **WPCPC Meetings**

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

- a list of all documents and exhibits used at the meeting; and

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

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

### **Public Outreach and Engagement:**

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

### **Safeguards and Ground Rules for Participation**



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

**Facilitation:**

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

that comments are kept to a reasonable length of time, and that subjects under discussion are provided sufficient time and focus for progress. The facilitator should be responsible for implementing the agenda and keeping participants on track.

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

#### **Initial Draft Workplan:**

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

#### **WPCPC Meeting One: Convening**

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

#### **WPCPC Site Visit: Group Tour**

- Group tour to view and understand Walsh property

### **WPCPC Meetings Two (or more as needed)**

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

### **Public Visioning Workshop**

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

### **WPCPC Meetings Three-Six (or more as needed)**

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

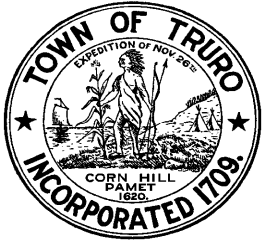
### **Public Evaluation Workshop**

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

### **WPCPC meeting Seven (more as needed)**

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

Refine as needed



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** January 12, 2021

**ITEM:** Select Board Vote to Open the Warrant for the 2021 Annual Town Meeting

**EXPLANATION:** In accordance with the Truro Town Charter, Chapter 2, § 3, 2-3-4, the warrant for Town Meeting shall be opened for submission of articles 90 days before the date of the Town Meeting and shall remain open for 30 days. The deadline for money articles is February 5, 2021 and the warrant will close on February 26, 2021 at 4:00 PM. Please see the attached Municipal Calendar for more information. In accordance with the Charter, Annual Town Meeting is scheduled for April 27, 2021.

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

**IMPACT IF NOT APPROVED:** Charter Requirements will not be met.

**SUGGESTED ACTION:** *Motion to open the warrant for the 2021 Annual Town Meeting on January 26, 2021 at 8:00 AM and to close the warrant on February 26, 2021.*

**ATTACHMENTS:**

1. Municipal Calendar



# TOWN OF TRURO

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

October 27, 2020

To: Select Board  
Department Heads  
Chairs of Boards, Committees and Commissions  
Town Moderator  
Finance Committee

From: Jamie Calise, Acting Town Manager

Re: Annual Municipal Calendar for 2021 ATM and Fiscal Year 2022 Budget Preparation

The Select Board has consented to the following Municipal Calendar for the 2021 Annual Town Meeting and the Fiscal 2022 Budget Preparation. The calendar provides you with the upcoming deadlines for meetings, budget and CIP requirements, Annual Town Report requirements, Town Meeting and Elections. The 2021 Annual Town Meeting will be held on Tuesday, April 27, 2021.

<b>Oct. 27, 2020</b>	Select Board preliminary discussion on FY2022 budget
<b>Nov. 2, 2020</b>	CPC deadline for application for possible funding at the 2021 ATM
<b>Nov. 6, 2020</b>	Budget templates sent to Department Heads/ Committee Chairs
<b>Nov. 10, 2020</b>	Finalize Select Board Budget Message
<b>Nov. 20, 2020</b>	All budgets and CIP requests must be turned into the Acting Town Manager and the Town Accountant by noon.
<b>Dec. 14, 2020</b>	Budget Task Force Meetings Begin
<b>Jan. 12, 2021</b>	Select Board review of budget and CIP and submit to Finance Committee ( <i>Per Truro Charter – on or before January 15</i> )
<b>Jan. 12, 2021</b>	Select Board vote to open the Warrant for the 2021 Annual Town Meeting, effective January 26, 2021.
<b>Jan. 26, 2021</b>	Annual Town Meeting Warrant Opens

<b>Jan. 29, 2021</b>	All Annual Town Reports must be submitted electronically to Noelle Scoullar ( <a href="mailto:nscoullar@truro-ma.gov">nscoullar@truro-ma.gov</a> ), Liz Sturdy ( <a href="mailto:esturdy@truro-ma.gov">esturdy@truro-ma.gov</a> ) and/or Nicole Tudor ( <a href="mailto:ntudor@truro-ma.gov">ntudor@truro-ma.gov</a> )
<b>Feb. 5, 2021</b>	Deadline for Money Articles
<b>Feb. 9, 2021</b>	Draft FY2022 Town and School Budgets, CIP presented to the Select Board and Finance Committee
<b>Feb. 26, 2021</b>	Annual Town Meeting Warrant Closes/Last day for Petitioned Articles at 4:00pm
<b>Mar. 9, 2021</b>	FY2022 “final” Budget and CIP and draft Warrant presented to Select Board for review and approval
<b>Mar. 23, 2021</b>	Last day to file nomination papers with the Registrar
<b>Mar. 23, 2021</b>	Last day for Finance Committee to submit letter to voters on FY2022 Budget/CIP for including in the Town Meeting Warrant
<b>Mar. 23, 2021</b>	Final Select Board review and approval of warrant and last day for the Select Board letter to voters on FY2022 Budget/CIP, etc., for inclusion in the Town Meeting Warrant
<b>Mar. 26, 2021</b>	Warrant to the Printer
<b>Apr. 7, 2021</b>	Last Day to Register to Vote for Annual Town Meeting and Annual Town Election
<b>Apr. 8, 2021</b>	Last day to object or withdraw nomination papers
<b>Apr. 13, 2021</b>	Post Warrant
<b>Apr. 13, 2021</b>	Budget Public Hearing, Pre-Town Meeting and Candidates Night
<b>Apr. 27, 2021</b>	<b>Annual Town Meeting, 6:00 pm – Location to Be Determined</b>
<b>May 11, 2021</b>	<b>Annual Town Election, 7:00 am – 8:00 pm Location to Be Determined</b>



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## 7. **CONSENT AGENDA**

- A. Review/Approve and Authorize Signature:
  - 1. *Housing Rehab Subordination Request*
  - 2. *Town Manager Appointments- Cape Cod And Island's Water Protection Fund Management Board, Cape Cod Regional Transit Authority Advisory Board, and Cape Cod Municipal Health Group*
- B. Review and Approve 2021 Annual Business Licenses Renewals: Box Lunch (Common Victualer) and Savory and the Sweet Escape (Common Victualer), Salty Market (Common Victualer), Jobi Pottery (Transient Vendor)
- C. Review and Approve the 2020 Alcoholic Beverages Control Commission Report for Truro
- D. Review and Appoint Eric Mays to the Climate Action Committee
- E. Review and Approve Select Board Minutes: December 8, 2020, and December 21, 2020



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant, on Behalf of Alice Boyd of Bailey Boyd Associates

**REQUESTED MEETING DATE:** January 12, 2021

**ITEM:** Housing Rehab Subordination Request

**EXPLANATION:** Requesting Signatures for previously approved Subordination of HR Loan.

**\*Note-if approved wet signatures are required. Staff will facilitate this.**

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

**IMPACT IF NOT APPROVED:** Low-income homeowner will not be able to refinance

**SUGGESTED ACTION:** *Motion to Approve and Sign the Bank Mortgage Subordination Form.*

**ATTACHMENTS:**

1. Bank Subordination Form with Memo





## MEMORANDUM

**TO:** TRURO SELECT BOARD

**FROM:** ALICE BOYD, GRANT ADMINISTRATOR 

**DATE:** DECEMBER 30, 2020

**RE:** REQUEST FOR SIGNATURES ON APPROVED SUBORDINATION

This past November the Truro Select Board approved a loan subordination for the Hinton family, housing rehab program participants, allowing the household to refinance their mortgage.

The lender, The Cape Cod Five, has requested that the attached document be signed and notarized to satisfy the Barnstable Registry of Deeds so that this loan can finally be refinanced.

Thank you for your assistance and we apologize for any inconvenience.

Please feel free to ask any questions or share any concerns that you may have.

## MORTGAGE SUBORDINATION

THE TOWN OF TRURO, a Massachusetts municipal corporation with an address of 24 Town Hall Road, P.O. Box 2030, Truro, MA 02666, the holder of a mortgage given by MEGAN HINTON to THE TOWN OF TRURO dated October 8, 2014, in the original principal amount of \$30,696.18, and registered with the Barnstable Land Court Registry District as **Document No. 1,257,338** (“Existing Mortgage”), does hereby subordinate the Existing Mortgage and any collateral security documents given in connection with the obligations secured thereby, to that certain mortgage given by MEGAN HINTON to THE CAPE COD FIVE CENTS SAVINGS BANK, its successors and/or assigns dated October 23, 2020 in the original principal amount of \$100,000.00 and registered with said Registry District as **Document No. 1,410,265** (“New Mortgage”), and to further advances thereunder and to any security interests granted in connection with securitization of the obligations described in the New Mortgage as though the New Mortgage and all obligations secured thereby were entered into and committed to record at the said Registry District prior in time to the date of the Existing Mortgage.

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Executed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

The Town of Truro, by its Select Board:

\_\_\_\_\_  
Robert Weinstein, Chair

\_\_\_\_\_  
Kristen Reed, Vice-Chair

\_\_\_\_\_  
Susan Areson, Clerk Member

\_\_\_\_\_  
Janet W. Worthington, Member

\_\_\_\_\_  
Stephanie Rein, Member

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned notary public, personally appeared Robert Weinstein, Kristen Reed, Susan Areson, Janet W. Worthington, and Stephanie Rein, in their capacity as the members of the Town of Truro Select Board, and proved to me through satisfactory evidence of identification, being my personal knowledge of their respective identities, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Town of Truro.

\_\_\_\_\_  
Notary Public  
My Commission expires:  
[Notary Stamp or Seal]



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** January 12, 2021

**ITEM:** Town Manager Appointments as Truro Representative:

1. Truro Representative to the Cape Cod and Islands Water Protection Fund Management Board
2. Cape Cod Regional Transit Authority Advisory Board
3. Cape Cod Municipal Health Group

**EXPLANATION:**

1. The Cape Cod and Islands Water Protection Fund Management Board was created when Governor Baker signed the short-term rentals bill (Chapter 337 of the Acts of 2018) on December 28, 2018. The fund was created to help cover the cost to Cape residents of implementing Cape Cod's 208 Area Wide Water Quality Management Plan and to offer Dukes County and Nantucket County communities a financial tool to help with their wastewater abatement plans. The Select Board must appoint one member to the management board. The legislation requires that the appointed member be either the Town Manager, a professional staff person or a member of the Select Board.
2. As the Select Board's delegate to the Cape Cod Regional Transit Authority Advisory Board, the Town Manager will attend meetings and represent the Town's interests.
3. Request that Darrin Tangeman, Town Manager, be appointed as the Board's delegate to the Cape Cod Municipal Health Group which is the Cape's joint purchase group for health insurance and provider of Town employee health benefits. The Town Manager is the Town's main representative to the health insurance group.

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

**IMPACT IF NOT APPROVED:** The Town Manager will not be authorized to act as the Board's delegate to these groups.

**SUGGESTED ACTION:** MOTION TO *appoint Darrin Tangeman, Town Manager, to serve as Truro's Representative on the Cape Cod and Islands Water Protection Fund Management Board, to the Cape Cod Regional Transit Authority Advisory Board and to the Cape Cod Municipal Health Group.*

**ATTACHMENTS:**

1. Draft Regulations of the Cape Cod Island Water Protection Fund Management Board
2. Cape Cod Regional Authority Advisory Board Website: <http://www.capecodtransit.org/adv-board2.htm>
3. Cape Cod Municipal Health Group Website: <https://ccmhg.com/>

**REGULATIONS OF THE  
CAPE COD AND ISLAND WATER PROTECTION FUND  
MANAGEMENT BOARD**

**[DRAFT]**

**1.0 Introduction and Purpose.**

The Cape Cod and Islands Water Protection Fund Management Board adopts these regulations pursuant to its authority under M.G.L. c. 29C, §§ 19 and 20. The Board<sup>1</sup> was established by the Enabling Act, which added two sections – §§ 19 and 20 – to M.G.L. c. 29C. The Enabling Act creates the Water Protection Fund and makes the Board responsible for determining the method for allocating subsidies from the fund, including an equitable distribution among participating municipalities. The Board also is responsible for ensuring that the Water Protection Fund is spent only for the purposes set forth in M.G.L. c. 29C, § 19.

The Board's regulations govern the manner in which the Board awards a subsidy to a water pollution abatement project, as defined in M.G.L. c. 29C and the Department of Environmental Protection's regulation at 310 CMR 44.03. The Board's regulations are to be construed and applied in conjunction with the Clean Water State Revolving Fund (SRF) Program established by M.G.L. c. 29C and 310 CMR 44.00 (DEP Selection, Approval and Regulation of Water Pollution Abatement Projects Receiving Financing Assistance from the State Revolving Fund).

The Board can only use the Water Protection Fund to award subsidies to Participating Local Government Units, *i.e.*, Local Government Units who are members of the Water Protection Fund under the Enabling Act. These subsidies are in addition to, not in place of, any financial assistance awarded under the SRF Program. The Water Protection Fund can be expended only with the Board's approval and only for projects that have obtained all other approvals required by M.G.L. c. 29C.

A broad array of projects are eligible for financing under the SRF Program and thus for subsidies from the Water Protection Fund. These projects include, but are not limited to, the use of innovative strategies and alternative septic system technologies, the completion and update of water quality and wastewater management plans, the construction of sewer collection systems and wastewater treatment plants, and the implementation of drainage improvements and water treatment programs to improve water quality in fresh water ponds. The Board

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<sup>1</sup> Capitalized terms in Section 1.0 (Introduction and Purposes) have the meaning set forth in Section 2.0 (Definitions).

may keep “Information Releases” regarding the Projects that have been awarded Subsidies to help guide future projects.

## 2.0 **Definitions.**

As used in these regulations, capitalized terms have the meanings set forth below. Where a definition is followed by a citation to 310 CMR 44.03, the definition is substantially the same as set forth in 310 CMR 44.03. Capitalized but undefined terms shall have the meaning set forth in M.G.L. c. 29C.

“Board” means the Cape Cod and Island Water Protection Fund Management Board established by the Enabling Act.

“Calendar Year Allocation” means the amount of the Water Protection Fund that, for a given calendar year, is conditionally committed to (a) Subsidies for Qualified Projects first appearing on the Intended Use Plan Project Listing published in the same calendar year as the year in which the Board makes conditional commitments to subsidize these Qualified Projects, (b) Pre-existing Projects considered in that same calendar year.

“Cape Cod Commission” means the commission established pursuant to Chapter 716 of the Acts of 1989, as amended by Chapter 2 of the Acts of 1990, as further amended from time to time, which shall provide administrative and technical support to the Board.

“Clean Water Act,” or “CWA” means the Federal Water Pollution Control Act, Public Law 92-500, 33 USC § 1251, *et seq.* (310 CMR 44.03)

“Clean Water Trust” or “Trust” means the Massachusetts Clean Water Trust established by M.G.L. c. 29C.

“Department” means the Massachusetts Department of Environmental Protection. (310 CMR 44.03)

“Eligibility Notice” means a written notice from the Board, acting through the Cape Cod Commission, informing a Participating Local Government Unit that a Qualified Project or Pre-existing Project is eligible for a Subsidy.

“Enabling Act” means Chapter 337 of the Acts of 2018, as amended by Chapter 5 of the Acts of 2019, codified in M.G.L. c. 29C, §§ 19 and 20.

“EPA” means the United States Environmental Protection Agency. (310 CMR 44.03)

“Intended Use Plan” means the annual plan submitted by the Trust to EPA pursuant to § 606(c) of the CWA which identifies the intended use of the amounts available to the Water Pollution Abatement Revolving Fund as determined by the

Trust and derived from the federal capitalization grant, state match amounts, loan repayments, investment earnings and any other moneys deposited by the Trust available to fund projects eligible for funding under Title VI of the CWA. The Intended Use Plan includes a project listing, a description of short and long term goals for the use of the funds, information on the activities to be supported, assurances for meeting certain Title VI requirements, and the criteria and method for the distribution of funds. (310 CMR 44.03)

“Intended Use Plan Project Listing” means a listing of those projects identified by the Department for inclusion on the fundable portion of the Project Priority List pursuant to 310 CMR 45.05(2). (310 CMR 44.03)

“Loan Agreement” means an agreement entered into between the Trust and a Local Governmental Unit pertaining to a loan or local governmental obligations. (310 CMR 44.03)

“Loan Commitment” means a written commitment by the Trust to make a loan to a Local Governmental Unit to finance a project approved by the Department on terms consistent with the Department's Project Approval Certificate. (310 CMR 44.03)

“Local Government Unit” or “Local Governmental Unit” means any town, city, district, commission, agency, authority, board or other instrumentality of the commonwealth or of any of its political subdivisions, including any regional local government unit defined in M.G.L. c. 29C, which is responsible for the ownership or operation of a Water Pollution Abatement Project and is authorized by a bond act to finance all or any part of the costs thereof through the issuance of bonds. (310 CMR 44.03)

“Participating Local Government Unit” means a Local Government Unit that is or is part of a municipality that is a member of the Water Protection Fund pursuant to M.G.L. c. 29C, §§ 19 and 20.

“Pre-existing Debt” means debt incurred prior to the enactment of the Enabling Act in connection with a Project apart from the Trust by a Participating Local Government Unit that is or is part of the towns of Nantucket, Edgartown, Tisbury, Oak Bluffs, Falmouth, Chatham and Provincetown, or is or is part of the city of Barnstable.

“Pre-existing Project” means a project financed through Pre-existing Debt.

“Project Approval Certificate” means the certificate issued by the Department to the Trust certifying that a project is approved for financing by the Trust and that the costs of the project are eligible for financial assistance pursuant to M.G.L. c. 29C, § 6. (310 CMR 44.03)



“Project Approvals” mean all approvals required for a Qualified Project by M.G.L. c. 29C, including the Loan Commitment, Loan Agreement, Project Approval Certificate, and Project Regulatory Agreement.

“Project Priority List” means the annual list of projects prioritized to receive financial assistance pursuant to 310 CMR 44.00, as described in more detail in 310 CMR 44.05.

“Project Regulatory Agreement” means an agreement between the Department and a Local Governmental Unit, executed and delivered to the Trust on or prior to the date of a loan from the Trust to the Local Governmental Unit to finance a project approved by the Department, which includes a disbursement schedule, procedures for approval and payment of requisitions, conditions related to the borrower’s compliance with the Department’s regulations and other federal and state statutes and regulations applicable to the construction and operation of the project, and provision for the Department’s supervision of the project in accordance with 310 CMR 44.00. (310 CMR 44.03)

“Qualified Project” means a Water Pollution Abatement Project undertaken by a Participating Local Government Unit and identified on the Intended Use Plan Project Listing after the enactment of the Enabling Act.

“Section” means a section of these regulations unless followed by an express reference to a different law.

“State Revolving Fund (SRF) Program” means the financial assistance program for water pollution abatement projects and drinking water projects as set forth in M.G.L. c. 29.

“Subsidy” means a grant awarded by the Board to a Qualified Project or a Pre-existing Project to be paid using funds in the Water Protection Fund.

“Uncommitted Funds” mean the available funds for the current year within the Water Protection Fund that are not committed to (a) be paid to a Participating Local Government Unit for a Qualified Project or Pre-existing Project previously approved for a Subsidy from the Water Protection Fund or (b) restricted as reserve, as established by Section 8.1.

“Water Pollution Abatement Project” or “Project” means any abatement facilities, including without limitation rehabilitation of abatement facilities to remove, curtail or otherwise mitigate infiltrations and inflow, collection system, treatment works and treatment facilities as defined in M.G.L. c. 21, § 26A, and any eligible facilities for implementation of a nonpoint source pollution control management program or estuary conservation and management plan pursuant to the CWA. (310 CMR 44.03)

“Water Protection Fund” means the Cape Cod and Islands Water Protection Fund established by M.G.L. c. 29C, § 19.

“Withdrawal Notice” means a written notice from a Participating Local Government Unit withdrawing its Qualified Project or Pre-existing Project from consideration for a Subsidy from the Water Protection Fund.

### **3.0 Form of Subsidy.**

- 3.1. Grants Only. All Subsidies shall take the form of grants. The Board shall not use the Water Protection Fund to make loans to Participating Local Government Units for Qualified Projects or Pre-existing Projects.
- 3.2. Terms of Subsidy. Subsidy shall be provided as a grant for a Qualified Project allocated in equal annual installments over four years commencing from the Board’s vote to allocate the Subsidy according to the Project Regulatory Agreement and only for projects that have obtained all other approvals required by M.G.L. c. 29C. The Subsidy process requires two steps commencing as identified below at which time the Board, based on the estimated project costs identified in the published Intended Use Plan for that given year, shall make a preliminary percentage subsidy commitment to all Qualified Projects, provided that the same percentage subsidy shall be provided to all projects with a project cost greater than \$1 million equally in a given year. Projects with a project cost less than \$1 million shall receive twice the annual percentage applied to projects over \$1 million. The final allocation shall be approved by a vote of the Board using the percentage Subsidy commitment established based on the project costs identified in the Intended Use Plan multiplied by the total cost of a Qualified Project set forth in the Project Regulatory Agreement. The annual portion of the Subsidy shall be transferred from the Water Protection Fund to the Trust upon final approval by the Board and the Trust shall hold such amount in a segregated fund. The Trust shall apply such Subsidy to fund portions of a Qualified Project in lieu of making a permanent loan to the Participating Loan Government Unit for such amount or shall be used to reduced the amount of any interim or permanent loan made by the Trust for such Qualified Project.

### **4.0 Qualifications for Subsidy.**

- 4.1. Application. Consideration for a Subsidy does not require a formal application. The Board will rely on the expertise of the Department and the Trust and their evaluations of a proposed Project under the SRF Program.
- 4.2. Water Protection Funding Qualification. When a Qualified Project first appears on the Intended Use Plan Project Listing, it shall automatically be

eligible for a Subsidy, except as set forth in this section. Within 30 days of the Department's publication of the Intended Use Plan, the Board, through the Cape Cod Commission, shall send an Eligibility Notice to all Participating Local Government Units with a Qualified Project on the Intended Use Plan Project Listing. The Participating Local Governmental Unit may opt out of consideration for a Subsidy by sending the Board a Withdrawal Notice within 30 days of receiving the Eligibility Notice. Unless the Board receives a Withdrawal Notice, the Qualified Project shall remain eligible for a Subsidy so long as it meets the requirements set forth in Section 6.0.

## **5.0 Board Meetings to Determine Subsidy Allocation.**

- 5.1 Annual Meeting. The Board shall meet no less than once annually to allocate Subsidies. The annual meeting will be held within 60 days of the Department's publication of the Intended Use Plan Project Listing. Additional meetings will be held within 30 days of execution of the final Project Regulatory Agreement to adopt final allocations. The Board's Chair, in his or her discretion, may schedule additional meetings as needed for additional reasons that require action by the Board.
- 5.2 Commitments of Subsidies. At the annual meeting, or at a subsequent meeting called by the Chair, the Board shall make a contingent commitment to award a Subsidy for each Qualified Project first appearing on the Intended Use Plan Project Listing in that calendar year, unless the Board has received a Withdrawal Notice within the time frame required by Section 4.2. The commitment shall be contingent on the Qualified Project satisfying the requirements set forth in Section 6.0.
- 5.3 Amount of Subsidy Awarded for Qualified Projects. The Subsidy for each Qualified Project shall be stated as a percentage equally applied to all projects receiving initial subsidy determinations, as described in Section 3.2, and established at the time of the Departments publication of the Intended Use Plan for a given year. The final Subsidy dollar amount shall be based on a calculation of the percentage established above times the total cost of a Qualified Project set forth in the Project Regulatory Agreement. The Subsidy amount (the Subsidy percentage times the total Project cost as established in the Project Regulatory Agreement) shall be set at the time of the award, and shall not be adjusted except to the extent the Project no longer qualifies as set forth in Section 7.3. For example, if the total Project costs approved by the Project Regulatory Agreement is \$10 million and the Subsidy approved by the Board is 25%, the total Subsidy shall be \$2,500,000, applied in four annual installments of \$625,000.

5.4 Subsidies for Pre-existing Projects.

- 5.4.1. Participating Local Government Units Only. The Board shall not award a Subsidy for a Pre-Existing Project unless (a) there are still amounts outstanding with respect to Pre-existing Debt at the time the Board considers making a commitment to grant a Subsidy; and (b) the obligor on such Pre-existing Debt is a Participating Local Government Unit.
- 5.4.2. Timing of Commitment. At its first Board meeting to approve Subsidies, the Board also shall consider Subsidies for Pre-existing Projects for Participating Local Government Units. For eligible towns or cities that become Participating Local Government Units after such meeting, the Board shall consider Subsidies for the applicable Pre-existing Projects in the first calendar year after such eligible Local Government Unit becomes a Participating Local Government Unit. The Board, through the Cape Cod Commission, shall notify Participating Local Government Units with Pre-existing Projects of their eligibility for a Subsidy at the same time and in the same manner as set forth in Section 4.2, and the Participating Local Government Unit likewise shall send a Withdrawal Notice within the time required by Section 4.2 if it does not wish to be considered for a Subsidy. At the written request of the Participating Local Government Unit, the Board, in its complete discretion, may defer consideration of a Subsidy for a Pre-existing Project to a subsequent calendar year.
- 5.4.3. Amount of Subsidy. The Board shall consider Subsidies for Pre-existing Projects on equal footing with Qualified Projects appearing on the Intended Use Plan Project Listing in the same calendar year. Subsidies for Pre-existing Projects shall be determined in the same manner as set forth in Section 5.3, provided that the Subsidy amount shall be a percentage of the outstanding loan amount at the time of the approval by the Board, as opposed to the total original project costs.
- 5.4.4. Nature of Commitment. Commitments made for Subsidies for Pre-existing Projects shall not be contingent on final approval under Section 6.1, but shall be subject to the funding condition set forth in Section 7.2 and the calculations required for Section 8.2. Payment of subsidies for Pre-existing Projects shall commence in the calendar year in which the Board commits to the Subsidy.

**6.0 Subsidy Commitment and Approval.**

- 6.1. Contingent Commitment. For Qualified Projects eligible for an equal percentage Subsidy, as determined annually by the Board, the Board shall issue a contingent commitment in the first calendar year in which the Project appears on the Intended Use Plan Project Listing, unless the Board has received a Notice of Withdrawal for the Project. A contingent commitment means that the Subsidy is contingent upon the receipt of an executed Project Regulatory Agreement for the Project.
- 6.2. Final Approval. For a Qualified Project receiving a contingent commitment, the Board shall issue a final approval upon receipt of a fully executed Project Regulatory Agreement by the Cape Cod Commission. Final approval shall be granted by the Board based upon the project cost as appearing in the final Project Regulatory Agreement entered into by the Trust and the Participating Local Government Unit.

## **7.0 Conditions for Subsidy; Breach of Conditions.**

- 7.1 No Agreement. The Board shall not require a Participating Local Government Unit to enter into an agreement with the Board. By accepting a Subsidy payment, the Participating Local Government Unit agrees that the terms of the Subsidy are governed by these regulations, as they may be amended from time to time, for the entire duration of the Trust loan.
- 7.2 Funding Condition. Each contingent commitment and each Subsidy is a commitment of future revenues from the Water Protection Fund solely to the extent available. The Board retains discretion to discontinue, reduce or suspend Subsidies if the Uncommitted Funds are insufficient to meet the total Subsidy commitments – both ongoing obligations for Subsidies awarded in prior years and new awards. When deciding to discontinue, reduce or suspend Subsidies, the Board shall treat all Qualified Projects and Pre-existing Projects as equally as practicable.
- 7.3 Breach of Conditions of Project Approvals. The Board will suspend or discontinue a Subsidy if the Participating Local Government Unit has breached any of the conditions of the Project Regulatory Agreement or Loan Agreement in a manner that causes the Trust to call back the loan, suspend the Participating Local Government Unit's ability to draw down the loan funds, or require that the Participating Local Government Unit repay any loan funds previously provided. The Board shall compel a Participating Local Government Unit to pay back any Subsidy already provided. The Board may, in its discretion, reinstate the Subsidy if the Participating Local Government cures its breach of the Project Regulatory Agreement or Loan Agreement in a manner that causes the Trust to reinstate the loan.

## **8.0 Management of Use of Water Protection Fund.**

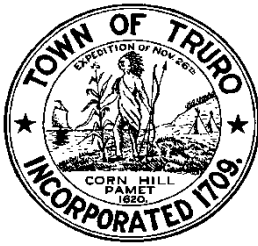
- 8.1 Reserve. In the first calendar year in which the Board makes contingent commitments to subsidize Projects, the Board may establish a reserve from uncommitted funds in an amount that the Board, in its complete discretion and with assistance from a qualified financial consultant, determines is sufficient to ensure that the Water Protection Fund does not become insolvent due to variability in annual deposits to the Water Protection Fund. In each calendar year, prior to determining the Calendar Year Allocation, the Board, in its complete discretion, shall decide whether to restrict and/or utilize funds from the reserve.
- 8.2 Calendar Year Allocation. Each calendar year, the Board shall consider the amount of deposits into the Water Protection Fund and the amounts required to maintain sufficient reserves per Section 8.1 to determine and establish the amount of any Uncommitted Funds. The Board has complete discretion to determine the portion of the Water Protection Fund that comprises Uncommitted Funds, including discretion to withdraw funds from reserve so that they are deemed Uncommitted Funds. The Uncommitted Funds that the Board, in its discretion, determines are available in a given calendar year shall be the Calendar Year Allocation to be awarded to Participating Local Government Units for Qualified Projects first appearing on the Intended Use Plan Project Listing for that year and to Pre-existing Projects.

## **9.0 Withdrawal from Water Protection Fund.**

- 9.1 Withdrawal of Eligible Local Government Unit. If a Participating Local Government Unit obtains final approval of a Subsidy for a Qualified Project or is granted a Subsidy for a Pre-existing Project, it may not withdraw from the Water Protection Fund for a period commencing with the date on which the Board makes the first Subsidy payment and continuing through the date on which the Participating Local Government Unit pays off its loan under the SRF Program.
- 9.2 Reentry to the Water Protection Fund. A Local Government Unit that has withdrawn from the Water Protection Fund may rejoin the Water Protection Fund at any time after satisfying the requirements of M.G.L. c. 29C, §§ 19 and 20. In accordance with M.G.L. c. 29C, § 19, the Board shall not grant any subsidies to a Local Government Unit that returns to the Water Protection Fund (thus becoming a Participating Local Government Unit) for a period of two years from the date on which the legislative body of the Local Government Unit voted to return to the Water Protection Fund.

**Tabled for Future Discussion and Potential Amendment of Regulations:** The board, subject to a memorandum of understanding with the department of environmental protection, may direct the comptroller to transfer a specified amount not to exceed 10 per

cent of the annual revenue deposited into the fund to the department for the department to contract with a regional planning agency, institution of higher education or non-profit corporation to evaluate and report on the efficacy of adaptive management measures to reduce nitrogen pollution of coastal waterways undertaken pursuant to an area wide wastewater management plan or a suitable equivalent plan, to monitor the water quality and watersheds of areas subject to the study and to support further assessment and water quality modeling to further refine area wide wastewater management plans or suitable equivalent plans in Barnstable and Nantucket counties and the county of Dukes County. *See M.G.L. c. 29C, § 19.*



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Licensing Department

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** January 12, 2021

**ITEM:** Approval of Renewal of 2021 Business Licenses: Common Victualer- Box Lunch and Savory and the Sweet Escape; Transient Vendor-Jobi Pottery/Retro Truro

**EXPLANATION:** The Common Victualler and Transient Vendor Licenses are under the authority of the Select Board as Local Licensing Authorities.

If you approve these licenses for renewal, the licenses will be issued only upon compliance with all regulations, receipt of the necessary fees, proof of taxes paid in full for the current fiscal year and prior approval of the Food Service Licenses by the Health Agent or Board of Health. Jobi Pottery does not receive a license from the Health Department. There were no reported issues with these establishments in 2020.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 § 2	<b>Common Victualer</b> -Cook, Prepare & Serve Food	<b>Savory and Sweet Escape</b> <b>Truro Box Lunch</b>
Chapter 101 § 2	<b>Transient Vendor</b> (Seasonal Retail)	<b>Jobi Pottery/Retro Truro</b>

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

**SUGGESTED ACTION:** *MOTION TO approve the 2021 annual Common Victualer for Box Lunch, the Common Victualer for Savory and the Sweet Escape, and the Transient Vendor for Jobi Pottery upon compliance with all regulations and receipt of the necessary fees and issuance of the Health Department licenses.*

**ATTACHMENTS:**

1. Renewal Application for 2021: Box Lunch
2. Renewal Application for 2021: Savory and Sweet Escape
3. Renewal Application for 2021: Jobi Pottery/Retro Truro



Number: 2021-40A

Fee \$75.00

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

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

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

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

Type of business and any restrictions **Restaurant**

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

Permit Expires: **December 31, 2021**

Date Issued:

12/13/2020



Emily Beebe, R.S.,

Health Agent, Truro Board of Health

Number: 2021-40B

Fee \$10.00

**Town of Truro Board of Health**  
**24 Town Hall Road, Truro, MA 02666**  
**Bakery License**

This is to Certify that **Julie & Frank Grande, mgrs., d/b/a The Box Lunch**  
**300 Route 6, Unit 4**

IS HEREBY GRANTED A LICENSE

For **a bakery**

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires **December 31, 2021** unless sooner suspended or revoked.

Date *12/13/2020*



Emily Beebe, R.S.,  
Health Agent, Truro Board of Health

Smoke exp:  
3/9/21

HEALTH DEPARTMENT  
TOWN OF TRURO



### Town of Truro Board of Health

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

DEC 11 2020

RECEIVED BY:

#2021-40

## APPLICATION FOR FOOD SERVICE – COMMON VICTUALER

New  Renewal

**PAID**  
#2602

### Section 1 – License Type

Type of License:  Food Service  Common Victualer

(850.00)

Type of Food Service Establishment:  
 Food Service (restaurant or take out) = 75.00  
 Retail Food (commercially prepared foods)  
 Residential Kitchen  
 Bed & Breakfast w/Continental Breakfast

Catering  
 Manufacturer of Ice Cream/Frozen Dessert  
 Bakery = 810.00

### Section 2 – Business/Owner/Manger Information

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

Business Name: JCG, LLC BOX Lunch Truro

Owner Name: Julie Grande Email Address: [REDACTED]

Mailing Address: 355 Commercial St Provincetown, Mass 02657 COM

Phone No: 508.487.4545

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

Name: Julie Grande Email Address: [REDACTED]

Mailing Address: Same as above

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

Also: Frank Grande Cell: [REDACTED]

### Section 3 – Business Operation Details

Number of Seats: Inside:  Outside: \_\_\_\_\_ Number of Employees: 5-6

Length of Permit:  Annual  Seasonal Operation

Hours of Operation: 7 To 4 Winter (Summer 7 to 6)

Days Closed Excluding Holidays: \_\_\_\_\_

If Seasonal: Approximate Dates of Operation: \_\_\_/\_\_\_/\_\_\_ To \_\_\_/\_\_\_/\_\_\_

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

Julie Grande Frank Grande

Allergen Awareness Certification (attach copy):

Julie Grande Frank Grande

Has your menu changed from last year?  Yes  No

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

**Section 4 - Attestation**

**Attestation**

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

Signature of Applicant: J Grande Date: 12/11/20

\*\*\*\*\*

**Application Checklist:**

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

**FOR HEALTH DEPARTMENT USE ONLY**

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

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





The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: JCG, LLC Box Lunch  
 Address: 300 RT 4  
 City/State/Zip: Truro, Mass Phone #: 508.487.4545

**Are you an employer? Check the appropriate box:**

1.  I am an employer with 5-6 employees (full and/or part-time).\*
2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

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

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

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

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

Insurance Company Name: Guard Insurance  
 Insurer's Address: P.O. Box A-H 16 S. River St.  
 City/State/Zip: Wilkes-Barre, PA 18703-0020

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

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

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

Signature: J Grande Date: 12/11/20  
 Phone #: 508.487.4545 CED: [Redacted]

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

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

**Issuing Authority (circle one):**

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

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



# FIRE EQUIPMENT INCORPORATED

Protecting New England. Because so much is at stake.  
MEDFORD · AGAWAM · HYANNIS · SMITHFIELD · MANCHESTER

HEALTH DEPARTMENT  
TOWN OF TRURO

## Work Order Report

JUL 21 2020

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**Work Order Details:**

Account Name: Box Lunch

Site Address: 300 Route 6, Truro, MA 02666

Work Order Number: [REDACTED]

**Products:**

Product Name:	Equipment #:	Equipment Location:
Portable Fire Extinguisher	FE 00073069	Building

**Description:**

Purpose of Vlsit: PM Inspection

**Worked Performed:**

Work Performed: Inspected 2 extinguishers

**Technician Information:**

Item	Technician Name	Hours
1	Mike Holubesko	1
2	Hyannis Labor	1

Closed On: Mar 10, 2020

HEALTH DEPARTMENT  
TOWN OF TRURO

DEC 14 2020

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Signature:

Date: Mar 09, 2020

TOTAL # OF EXTINGUISHERS - 2

# EXTINGUISHERS DUE SERVICE NEXT YEAR - 0

New Equipment -



**Worker's Compensation and Employer's  
NorGUARD Insurance Compar  
Policy Number  
Renewal o  
NC**

**Policy Information Page**

**[1] Named Insured and Mailing Address**

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

**Agency**

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

**Federal Employer's ID  
Risk ID Number**



**Insured is** Limited Liability Co. (L

**Additional Names of Insured**

(N2) Box Lunch Truro

**Locations on Policy**

(L2) 300 State Highway , Truro, MA 02666  
(03/26/2020 - 03/26/2021)

**[2] Policy Period**



From March 26, 2020 to March 26, 2021, 12:01 AM, standard time at the insured's mailing address

**[3] Coverage**

- A. Workers' Compensation Insurance - **Part One** of this policy applies to the Workers' Compensation Law of the following states: Massachusetts
- B. Employer's Liability Insurance - **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:
 

Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - each employee	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
- C. Other States Insurance - Part Three of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming.
- D. This policy includes these endorsements and schedules:  
See Extension of Information Page - Schedule of Forms

**[4] Premium**

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

The Truro Board of Health requires the following conditions be met when an establishment has its own source of ground or surface water but does not use the water for the preparation of food served to the public:

1. Only bottled water may be used in the preparation of food.
  2. Bottled water may be used for cleaning and sanitizing under the following guidelines:
    - a. All food contact surfaces must be washed and sanitized:
      - i. after each use.
      - ii. when you begin working with another type of food
      - iii. any time the tools and items you have been working with may have been contaminated.
      - iv. at four hour intervals if the items are in constant use.
    - b. Mild alkaline detergents may be used to remove freshly soiled equipment and utensils.
    - c. Food contact surfaces must be cleaned and rinsed before they can be effectively sanitized. (Chemical sanitizers are most effective at temperatures of 75-100 degrees F. Solutions at the lower ranges last longer).
  3. Manual cleaning and sanitizing procedures:
 

Set up a three-compartment sink. All sinks should have thermometers. (a) Flush, scrape or soak items before washing. (b) Wash items in a detergent solution at least 110 degrees F. (c) Rinse in a second compartment of clear water at 120 degrees F. (d) Sanitize in the third compartment by submerging items in hot water at 170 degrees F or a chemical sanitizing solution at least 75 degrees F., or follow the manufacturer's instructions. (e) Air dry all items.
  4. The preceding temperatures and procedures must be used as well for all clean-in-place equipment. The Board will consider for approval any proposed procedure which will have the same results as those specified.
  5. Businesses having private wells who are licensed by the Town of Truro and serving food to the public must comply with the following water sampling schedule:
 

January 1 - March 31	Routine*
April 1 - June 30	Routine*
July 1 - September 30	Routine and VOC**
October 1 - December 31	Routine*
- \*Routine analysis should include Coliform bacteria, PH, Conductance, Nitrate-N/Nitrite-N, Sodium, Iron and Manganese. \*\*Volatile Organic Compounds
6. All water samples must be conducted by a certified water operator, with reports submitted to the Board of Health. Also, a copy of a contract with a bottled water supplier must be submitted to the Truro Board of Health before a license will be issued.

### Article 8 Enforcement and Penalties

The Board shall have the authority to enforce these regulations and permits issued thereunder via all procedures forth in Section I of these regulations. Violations may also be sanctioned by the suspension or revocation of local license and permits allowing operation of the food service establishment.



ServSafe

HEALTH DEPARTMENT  
TOWN OF TRURO

DEC 09 2019

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# ServSafe® CERTIFICATION

FRANK GRANDE

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

13678856

IDENTIFICATION NUMBER

5/23/2016

DATE OF EXAMINATION

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

5100

EXAMINATION NUMBER

5/23/2021

DATE OF EXPIRATION

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

HEALTH DEPARTMENT  
TOWN OF TRURO

RECEIVED BY:  
DEC 14 2020



#0855

In accordance with Maritime Labor Convention  
©2015 National Restaurant Association

*Frank Grande*  
Signature

HEALTH DEPARTMENT  
TOWN OF TRURO  
MAR 01 2021  
RECEIVED BY



Contact us with questions at 175 W Jackson Blvd. Ste 1500, Chicago, IL 60604 or [ServSafe@restaurant.org](http://ServSafe@restaurant.org)

HEALTH DEPARTMENT  
TOWN OF TRURO

HEALTH DEPARTMENT  
TOWN OF TRURO

DEC 14 2020

DEC 09 2019

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ISSUED BY

# CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: FRANK GRANDE

Certificate Number: 2785471

Date of Completion: 2/20/2017

Date of Expiration: 2/20/2022



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

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

Issued By:



Massachusetts Restaurant Association  
333 Turnpike Road, Suite 102  
Southborough, MA 01772  
508-303-9905  
[www.marerestaurantassoc.org](http://www.marerestaurantassoc.org)

NATIONAL  
RESTAURANT  
ASSOCIATION  
800.765.2122  
[www.restaurant.org](http://www.restaurant.org)



**Deficiency Report**

**CLEAN SWEEP NORTH & SOUTH**

P. O. Box 649  
South Yarmouth, MA 02664

24 Hour Emergency Phone Number  
508-292-4404

Business Name: **Box Lunch**  
Address: **Rt 6 300 Hillside**  
City & State: **Truro MA**  
Business Phone: **508 487 4645**

Tech Name: **J Reed**  
Signature: **J Reed**  
Date: **12/12/19**  
BFD Reg. #: **744** Exp Date: **1/21**

Section A	Response	Comments
1. Are the filters clean?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Are the precipitators/pollution control devices clean?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
3. Is the grease load < 2000 microns: a. horizontal b. vertical c. hood	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. Is the grease load in the fan < 3175 microns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Last service cleaning date?	<b>10/24/19</b>	
6a. Is the on-site exhaust system diagram posted and accurate?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Co. Name: <b>Clean Sweep</b> <input type="checkbox"/> Not Available
6b. Did you clean or inspect entire system as specified in on-site exhaust system diagram? If no specify on page 2.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7. Has the Certificate of Performance been dated and placed in the immediate vicinity of the hood?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8a. Are all filters in place and intact?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8b. If wash system is main water valve in open position?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Do fan(s) operate?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10. Have exhaust fan louvers been cleaned and checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Were exhaust fan(s) cleaned?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
12. Have exhaust fan belts and pulleys been inspected and in good working order?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
13. Were grease cup(s) cleaned?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
14. The system appears to be liquid tight?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
15. Has horizontal duct(s) been cleaned or inspected?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
16. Has the vertical duct(s) been cleaned or inspected?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Are sufficient access panels provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
18. Does access panel(s) have proper signage?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
19. Are all areas of exhaust system accessible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
20. Is hood and exhaust system free of obstructions?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
21. Cleaning complied with NEPA 96.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
22. Type of cooking system (check all that apply)	<input type="checkbox"/> Solid Fuel <input type="checkbox"/> Wet Charbroil <input checked="" type="checkbox"/> Other (please specify): <b>Flat top</b>	
Owner Rep Name: <b>Frank</b>	Date: <b>12/12/19</b>	Owner Rep Signature: <b>[Signature]</b>

HEALTH DEPARTMENT  
TOWN OF TRURO  
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**Additional Comments:**

Section / Item #	Description of Deficiencies
	Fan Duct Hood
	Hood

HEALTH DEPARTMENT  
TOWN OF TRURO  
DEC 12 2019  
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## Lynne Budnick

---

**From:** Lynne Budnick  
**Sent:** Monday, December 14, 2020 9:51 AM  
**To:** Julie Grande  
**Cc:** Nicole Tudor  
**Subject:** Bottled Water Service Contract

Good morning Frank & Julie,

The application for Box Lunch has been received and is almost complete. We will need the following:

- 1. Official letter from Bottled Water Service Contractor for the 2021 season.**

Best regards,

Lynne G. Budnick

*Lynne G. Budnick*

Principal Office Assistant/Building/Conservation/Health  
Town of Truro  
P.O. Box 2030  
24 Town Hall Road  
Truro, MA 02666  
Phone: (508) 349-7004, ext. 131  
Direct Line: (508) 214-0920  
Fax: (508) 349-5508





HEALTH DEPARTMENT  
TOWN OF TRURO

DEC 15 2020

RECEIVED BY:



Your Local Distributor of Quality and Service

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

To whom it may concern,

This letter is to confirm that JCG, LLC d/b/a Box Lunch in Truro is a current and longtime customer of ours and that we will be supplying their bottled water for the upcoming 2021 season.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert A. Enos II".

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



HEALTH DEPARTMENT  
TOWN OF TRURO

DEC 14 2020

RECEIVED BY:

# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## TAX STATUS REQUEST FOR LICENSING

Date 12/9/2020

Request is coming from the Select Board's Office

Owner's Name Julie Grande

Business Name The Coy Lunch

Business Address 300 Rte. 6, Unit 4

Map and Parcel 42/186

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

*All set.*

Molly Stevens  
Tax Collector's Signature

12/11/2020  
Date



# 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)

### APPLICATION FOR FOOD SERVICE - COMMON VICTUALER

New  Renewal

RCVD 2021 JAN 4 PM 2:02  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

#### Section 1 - License Type

Type of License:  Food Service  Common Victualer

#### Type of Food Service Establishment:

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

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

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

Business Name: Savory on the Cape Inc-dba Savory & the Sweet Escape

Owner Name: Diane Costa Email Address: [REDACTED]

Mailing Address: PO Box 690, Truro, MA 02666

Phone No: [REDACTED]

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

Name: Diane Costa Email Address: [REDACTED]

Mailing Address: PO Box 690, Truro, MA 02666

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

#### Section 3 - Business Operation Details

Number of Seats: Inside: 38 Outside: 150+ Number of Employees: 15+

Length of Permit:  Annual  Seasonal Operation

Hours of Operation: 6am varies To 10pm varies

Days Closed Excluding Holidays: \_\_\_\_\_

If Seasonal: Approximate Dates of Operation: \_\_\_/\_\_\_/\_\_\_ To \_\_\_/\_\_\_/\_\_\_

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

**Allergen Awareness Certification (attach copy):**  
Diane B Costa

**Has your menu changed from last year?**  Yes  No

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

**Section 4 - Attestation**

**Attestation**

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

Signature of Applicant: Diane B. Costa Date: December 30, 2020

\*\*\*\*\*

**Application Checklist:**

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

**FOR HEALTH DEPARTMENT USE ONLY**

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

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





The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

Please Print Legibly

Business/Organization Name: Savory & the Sweet Escape

Address: 316 Route 6

City/State/Zip: Truro/MA/02666

Phone #: [REDACTED]

**Are you an employer? Check the appropriate box:**

- 1.  I am an employer with 30 employees (full and/ or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

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

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

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

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

Insurance Company Name: Hartford Casualty Insurance

Insurer's Address:

City/State/Zip: Roseland, NJ

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 04/09/2021

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

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

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

Signature:

Date:

Phone #:

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

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

**Issuing Authority (circle one):**

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

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2020

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

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

PRODUCER: Automatic Data Processing Insurance Agency, Inc.		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.	
1 Adp Boulevard Roseland NJ 07068		PHONE (A/C, Ho, Ext): 1-800-524-7024	FAX (A/C, Ho):
INSURED: Savory On The Cape Inc 315 Route 6 Truro MA 02666		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Insurance Company	NAIC #: 29424
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** [REDACTED]      **REVISION NUMBER:**

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

INSR. ETR.	TYPE OF INSURANCE	ADDL. INSD.	SUBR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<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) \$ \$
	<b>UMBRELLA LIAB.</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	[REDACTED]	04/09/2020    04/09/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Diane Costa 316 Route 6  Truro MA 02666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

# ServSafe® CERTIFICATION

**DIANE COSTA**

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

15817640

NUMBER

5282

EXAM FORM NUMBER

11/20/2022

DATE OF EXPIRATION  
Local laws apply. Check with your local health department for recertification requirements.

11/20/2022

DATE OF EXPIRATION

  
Signature



In accordance with Maritime Labor C...  
©2015 National Restaurant Association

are trademarks of the NRAEF.



Contact us with questions at 175 W Jackson Blvd, Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org

JAN 14 2019

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Diane Costa attended a one hour training in "Anti-Choking Procedures for Food Establishments" as required by the Massachusetts Department of Public Health 105 CMK590.009. Included with this training was "Hands Only CPR" for adults and children. This training was conducted by the Cape Cod Medical Reserve Corps American Heart Association certified trained instructors.

This certificate is good for two years from the date of issuance.

Diana Gaumont

Diana R. Gaumont, RN, BSN, MPH  
Director Cape Cod Medical Reserve Corps

Date: January 14, 2019

# Integrity Total Service, LLC

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

**RECIPIENT:**

**Savory**

316 Route 6  
Truro, MA 02866  
Phone: [REDACTED]

Invoice #27509

Issued 12/11/2020

Due 01/10/2021

Total \$645.00

**SERVICE ADDRESS:**

316 Route 6  
Truro, MA 02666

**For Services Rendered**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
<b>12/11/2020</b>				
Exhaust Clean	Clean entire kitchen grease exhaust system. 1 Fan 2 Ducts 1 Hood (14 foot) All Filters  All work performed to NFPA 96 code standards	1	\$465.00	\$465.00*
Deep Clean	Clean equipment as instructed.	1	\$180.00	\$180.00*

*PAID 5/20/21*

\* Non-taxable

**Total**

**\$645.00**

Thank you for your business!



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

**FIRE PROTECTION SYSTEMS**  
**ANNUAL TEST REPORT**

BUSINESS NAME: Savory & the Sweet Escape

OWNER/MANAGER: Diane Costa

ADDRESS: 316 Route 6 Truro, MA 02666

PHONE #: [REDACTED] NUMBER OF UNITS:           

CONTACT PERSON: Diane or Billy Costa

ADDRESS: PO Box 690

TESTING COMPANY: Long Point Electric Company

TESTING ELECTRICIAN/TECHNICIAN: James Meads Jr

COMPANY PHONE #: 508-487-2056 HOME PHONE #:           

LICENSE #: 17239A

The fire protection system (s) including, but not limited to, (Sprinkler Systems) (Range Hood Systems) (Fire Extinguishers) (Type I II III Fire Alarm Systems) (C.O. Detectors) at the above mentioned business address, were tested, (CERTIFIED) the add parts of the systems, were found to be, or corrected to be, fully operational.

COMMENTS:           

DATE OF CERTIFICATION: 1/4/21 BY: James Meads Jr

Signature of Licensed Electrician

**THIS REPORT MUST BE FILLED OUT AND SUBMITTED, PRIOR TO THE ISSUANCE OF, OR RENEWAL OF A LICENSE TO OPERATE WITHIN THE TOWN OF TRURO.**



# FIRE EQUIPMENT INCORPORATED

Protecting New England. Because so much is at stake.  
MEDFORD • AGAWAM • HYANNIS • SMITHFIELD • MANCHESTER

Phone: 508-775-3473  
[www.ralphjerry.com](http://www.ralphjerry.com)

Fax: 508-775-6110  
hyaservice@ralphjerry.com

## INVOICE

INVOICE #:	SIN109826
INVOICE DATE:	06/22/2020
DUE DATE:	07/22/2020

**BILLING ADDRESS:**

SAVORY ON THE CAPE INC.  
PO BOX 690  
TRURO, MA 02666

**SHIPPING ADDRESS:**

Savory on the Cape Inc.  
316 Route 6  
Truro, MA 02666

WORK PERFORMED
Semi annual kitchen inspection

CUSTOMER REFERENCE	WORK ORDER NUMBER	PURCHASE ORDER	WORK COMPLETED ON
savoryont	WO-00164952	T&M	06/22/2020

PRODUCT NAME	DESCRIPTION	QUANTITY	UNIT PRICE	NET VALUE
Manufacturer's 2.5% Tariff Surcharge	Manufacturer's 2.5% Tariff Surcharge	1.00	\$2.28	\$2.28
Kitchen Suppression System	1 - Semi-Annual - 426K - Kitchen Inspection	1.00	\$0.00	\$0.00
Range Guard Inspect	Range Guard Inspect	1.00	\$111.00	\$111.00
Fusible Links	Fusible Links	7.00	\$13.00	\$91.00

NET TOTAL:	\$204.28
TAX TOTAL:	\$5.69
INVOICE TOTAL:	\$209.97
OUTSTANDING TOTAL:	\$209.97

*pd ch  
\$129*

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

Number: 2021-056A

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:

**Diane Costa, mgr., d/b/a Savory and the Sweet Escape**

Whose place of business is **316 Route 6**

Type of business and any restrictions **Restaurant/Sandwich Shop**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2021**

Date Issued:

*1/6/2021*

Seating: **38**



**Emily Beebe, R.S.,**

**Agent for the Truro Board of Health**



Number: 2021-056B

Fee \$50.00

**Town of Truro Board of Health**

**24 Town Hall Road, Truro, MA 02666**

**Permit To Operate As A Food Caterer**

In accordance with provisions of Chapter 111, Section 127A of the Massachusetts General Laws, Regulations established by the Massachusetts Department of Public Health (105 CMR 590.00) and the provisions of Chapter 111, Section 31 of the Massachusetts General Laws, Regulations established by the Truro Board of Health (Section X) a permit is hereby issued to:

**Diane Costa, mgr., d/b/a Savory and the Sweet Escape**

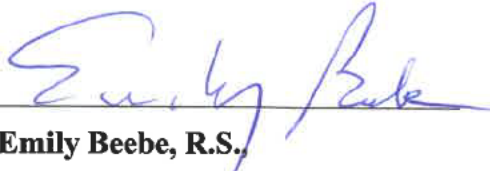
Whose place of business is : **316 Route 6**

Type of business and any restrictions **Food Caterer**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2021**

Date Issued: *1/6/2021*

  
**Emily Beebe, R.S.**  
**Agent for the Truro Board of Health**

Number: 2021-056C

Fee \$10.00

**Town of Truro Board of Health**  
**24 Town Hall Road, Truro, MA 02666**  
**Frozen Desserts/Ice Cream Mix License**

This is to Certify that  
Address

**Diane Costa, mgr., d/b/a Savory and the Sweet Escape**  
**316 Route 6**

**IS HEREBY GRANTED A LICENSE**  
**FOR THE MANUFACTURING OF**  
**FROZEN DESSERTS AND/OR ICE CREAM MIX**  
**Expiring December 31, 2021**

This License is subject to the Rules and Regulations of the Massachusetts Department of Public Health Relative to the Manufacturing of FROZEN DESSERTS and ICE CREAM MIX, to the Rules and Regulations of the Board of Health granting this License, and to the provision of the General Laws Chapter 94 as amended by Chapter 373 of the Acts of 1934, and may be revoked or suspended in accordance with the provisions of Section 65J of said Chapter.

Date

1/6/2021



**Emily Beebe, R.S.,**

**Agent for the Truro Board of Health**

Number: 2021-056D

Fee \$10.00

**Town of Truro Board of Health**  
**24 Town Hall Road, Truro, MA 02666**  
**Bakery License**

This is to Certify that **Diane Costa, mgr., d/b/a Savory and the Sweet Escape**  
**316 Route 6**

IS HEREBY GRANTED A LICENSE

For **a bakery**

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires  
**December 31, 2021** unless sooner suspended or revoked.

Date

1/6/2021



**Emily Beebe, R.S.,**

**Agent for the Truro Board of Health**



# TOWN OF TRURO

PO Box 2030, Truro MA 02666

Tel: 508-349-7004, Extension: 131 or 124 Fax: 508-349-5508

**PAID**  
\$75-  
1/4/21 CLK 1910

## LICENSE APPLICATION: Condominiums, Cottage Colonies, Motels, Campgrounds, Lodging, Gas Station/Retail Service, Transient Vendor

### Section 1 – License Type & Hours of Operation

Please check the appropriate box the best describes the license type(s).

ROUTE 2024 UNIT 3  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

New       Renewal

FACILITY:                      # UNITS

HOURS OF OPERATION:

Motel                              \_\_\_\_\_

Annual                               Seasonal

Cottage Colony                      \_\_\_\_\_

Opening Date: MARCH 15, 2021

Condominium                      \_\_\_\_\_

Closing Date: December 30, 2021

Campground                      \_\_\_\_\_

Days of the Week Open: 4-7 days per week

Lodging                              \_\_\_\_\_

Transient Vendor

Gas Station (*Please submit your Service Station Compliance Form & Third Part Underground Storage Tank Inspection Report (FP 289)*)

### Section 2 – Business Information

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

SUSAN KURTZMAN                      Jobi Pottery/Retro Truro  
Print Name of Applicant                      Business Name

SUSAN KURTZMAN  
Owner Name

314 Route 6 Unit 3                      Po Box 2024 Truro, MA 02666  
Street Address of Business                      Mailing Address of Business

508 349-2303                      jobi.pottery@comcast.net  
Business Phone Number                      Business E-Mail Address

**Section 3 –MANAGER INFORMATION**

Check if New Manager (if checked, MUST submit Application to Name a Manager)

**Name of Onsite Manager:**

Name: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: (24 Hour Contact): \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
Manager's Signature (REQUIRED)

**Name of Offsite Manager:**

Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: (24 Hour Contact): \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
Manager's Signature (REQUIRED)

**Name of Co- Manager:**

Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

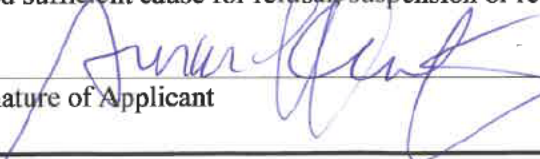

Business Address: \_\_\_\_\_

Phone: (24 Hour Contact): \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
Co-Manager's Signature (REQUIRED)

**Section 4 – ATTESTATION**

Pursuant to M.G. L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all local state taxes required under law and the information I have provided is true and accurate. Any misstatement in this application, or violation of state or applicable town bylaws or regulations, shall be considered sufficient cause for refusal, suspension or revocation of the license.

Signature of Applicant  \_\_\_\_\_ Print Name SUSAN KURTZMAN Date 12/30/2020 

**Additional Applications & Documentation**

**REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS**

- Smoke detector/fire protection certification
- IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit
- Business certificate with the clerk's office

**ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION**

- Application for Pool or Hot Tub Permit
  - Application to Name a Manager
  - Entertainment License
  - Application to sell Tobacco
  - Application for Food Service Permit
- (rev 9/2017)





The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

Please Print Legibly

Business/Organization Name: Jobi Pottery / Retro Truro (Susan Kurtzman)  
 Address: 314 Rt. 6  
 City/State/Zip: Truro MA 02666 Phone #: [Redacted]

**Are you an employer? Check the appropriate box:**

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

**Business Type (required):**

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

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

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

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

Insurance Company Name: Norfolk & Dalham  
 Insurer's Address: MyCock Insurance Agency 508 428-3511  
 City/State/Zip: PO Box 437 Cotuit MA 02635  
 Policy # or Self-ins. Lic. #: [Redacted] Expiration Date: 12/2021

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

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

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

Signature: [Signature] Date: Dec 30, 2020  
 Phone #: 617 960 6078 (cell)

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

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

**Issuing Authority (circle one):**

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

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  
INSURANCE POLICY --- INFORMATION PAGE**

**INSURER:**

**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY  
222 AMES STREET  
DEDHAM, MA 02026**

**POLICY NO:** [REDACTED]

**RENEWAL**

**NCCI Company No: 21059**

**Account No:**

**FEIN:** [REDACTED]

**ITEM 1. NAMED INSURED AND MAILING ADDRESS:**

**RETRO TRURO/JOBI POTTERY LLC  
PO BOX 2024  
TRURO, MA 02666**

**AGENT NAME AND ADDRESS:**

**MYCOCK INSURANCE AGENCY  
20 SCHOOL ST  
P.O. BOX 437  
COTUIT, MA 02635**

**AGENT NO.: 20554**

**LEGAL ENTITY: LIMITED LIABILITY COMPANY (LLC)**

**OTHER WORKPLACES NOT SHOWN ABOVE: (See Workers Compensation Classification Schedule)**

**ITEM 2. POLICY PERIOD: From: 07/06/2020 To: 07/06/2021**

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

**ITEM 3. COVERAGE:**

**A. Workers Compensation Insurance:** Part One of the policy applies to the Workers Compensation Law of the states listed here:  
**MA**

**B. Employers' Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$	100,000	each accident
Bodily Injury by Disease:	\$	500,000	policy limit
Bodily Injury by Disease:	\$	100,000	each employee

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:  
**SEE ENDORSEMENT WC 20 03 06 B**

**D. This Policy includes these Endorsements and Schedules:**  
See Schedule of Forms and Endorsements.

**ITEM 4. PREMIUM:** The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Minimum Premium: \$	214	Total Estimated Annual Premium: \$	509
Audit Period: <b>ANNUAL</b>		Additional / Return Premium:	
		Comments :	

Issued At:

Date: 05/27/2020

Countersigned by \_\_\_\_\_



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666  
Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

## TAX STATUS REQUEST FOR LICENSING

Date 1/4/2021

Request is coming from the Selectmen's Office  Health Office

Owner's Name Susan Kurtzman

Business Name Jobi Pottery/Retro Truro

Residential Address 314 Route 6 Unit 3

Map and Parcel 42-150-3

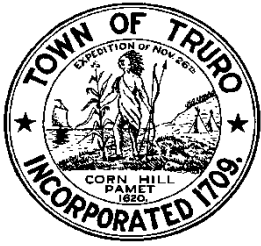
Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.

*All set.*

*Molly Stevens*  
Tax Collector's Signature

1/6/2021  
Date





# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration/Licensing

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** January 12, 2021

**ITEM:** Review and Approval of the 2020 ABCC (Alcoholic Beverages Control Commission) Annual Report

**EXPLANATION:** In accordance with Chapter 138 § 10A of the Massachusetts General Laws, every city and town in the Commonwealth that issues retail alcohol licenses must submit an Annual Report for Alcoholic Beverage Licenses issued from their respective towns including the total numbers of licenses, fees, revenue generated and notice of any violations. Three licensees due to Covid-19 requested fee waivers without issue to their 2021 licenses which was approved as they did not open or sell alcohol at their establishments, Terra Luna, Whitman House Restaurant and Avenue D.

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

**IMPACT IF NOT APPROVED:** There will be no report submitted from Truro. In accordance with MGL, the report must be submitted to the State prior to the February 15, 2020.

**SUGGESTED ACTION:** *MOTION TO approve the 2020 Annual Alcoholic Beverages Control Commission report for submission to the State.*

**ATTACHMENTS:**

1. 2020 Annual ABCC Report from Truro



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

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

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

January 12, 2021

The Alcoholic Beverages Control Commission  
ATT: Patricia Hathaway  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

In accordance with Chapter 138 § 10A of the Massachusetts General Laws, we submit our 2020 Annual Report for Alcoholic Beverage Licenses issued in the Town of Truro:

### Annual Report for 2020

<u>Class of Licenses</u>	<u>Number Issued</u>	<u>Fee set</u>	<u>Revenue Collected</u>
<b>All Alcoholic Beverages - Restaurants</b>			
Annual - <i>Montano's Restaurant</i>	1	\$1,650.00	\$1,650.00
Seasonal - <i>Blackfish, Highland Light Café, Terra Luna*, Top Mast Café, Whitman House*, Captain's Choice</i>	4	\$1,650.00	<u>\$6,600.00</u>
			\$8,250.00
<b>All Alcoholic Beverages - Package Stores</b>			
Annual - <i>Pamet Valley</i>	1	\$1,650.00	\$1,650.00
Seasonal - <i>Salty Market, Fullers'</i>	2	\$1,650.00	<u>\$3,300.00</u>
			\$4,950.00
<b>All Alcoholic Beverages – General on Premises</b>			
Annual - <i>None</i>	0	\$1,650.00	\$0.00
Seasonal - <i>Beach Point Health and Swim Club</i>	1	\$1,650.00	<u>\$1650.00</u>
			\$1650.00
<b>Wine &amp; Malt – General on Premises</b>			
Annual - <i>None</i>	0	\$1,350.00	\$0.00
Seasonal - <i>Payomet</i>	1	\$1,350.00	<u>\$1,350.00</u>
			\$1,350.00
<b>Wine &amp; Malt - Restaurants</b>			
Annual - <i>Chequessett Chocolate</i>	1	\$1,350.00	\$1,350.00
Seasonal - <i>Avenue D*</i>	0	\$1,350.00	<u>\$0.00</u>
			\$1,350.00
<b>Wine &amp; Malt - Package Stores</b>			
Annual - <i>None</i>	0	\$1,350.00	\$0.00
Seasonal - <i>Jams, Days Market</i>	2	\$1,350.00	<u>\$2,700.00</u>
			\$2,700.00

<b>Class of Licenses</b>	<b>Number Issued</b>	<b>Fee set</b>	<b>Revenue Collected</b>
<b>Club - None</b>	0	\$200.00	\$0.00
<b>Farm Winery Pouring License</b>	1	\$200.00	<b>\$200.00</b>
<b>Farm Distillery Pouring License</b>	1	\$400.00	<b>\$400.00</b>
<i>(Truro Vineyards of Cape Cod)</i>			<b>\$600.00</b>
<b>Special (One Day) All Alcoholic Beverages:</b>	0	\$75.00	<b>\$0.00</b>
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
<b>Special (One Day) Wine and Malt:</b>	0	\$50.00	<b>\$0.00</b>
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
<b>Special (One Day) Wine Only:</b>	0	\$50.00	<b>\$0.00</b>
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
<b>Farmers' Market License</b>	0	\$25.00	<b>\$0.00</b>
<i>*Avenue D, Terra Luna and Whitman House, requested waiver of fee payment and did not sell alcohol in 2020.</i>			
<b>Total Revenue</b>			<b><u>\$20,850.00</u></b>

There were no violations in 2020.

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Robert Weinstein, Chair

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Kristen Reed, Vice-Chair

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Susan Areson, Clerk

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Jan Worthington

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Stephanie Rein  
 Select Board/Local Licensing Authorities  
 Town of Truro



*Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, Massachusetts 02150-2358*

**Jean M. Lorizio, Esq.**  
*Chairman*

To: Town Administrator/Local Licensing Authority  
From: Alcoholic Beverages Control Commission  
Date: December 18, 2020

**RE: ANNUAL REPORT for Calendar Year 2020**

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Dear Town Administrator/Local Licensing Authority:

I would like to offer a reminder to you that your annual report to the Alcoholic Beverages Control Commission (“ABCC”).

As you know, state law requires each local licensing authority to file with the ABCC an annual report on or before February 15<sup>th</sup> that follows the conclusion of the calendar/license year. The contents of this report are specified in the state law, M.G.L. Ch. 138 § 10A, which requires you to file this report.

Your annual report must contain only the following:

- 1) The **number of licensees** of each class granted;
- 2) The **established schedule of fees** for all classes of liquor licenses;
- 3) The **revenue generated** from these licenses;
- 4) A **list of all violations** of the law by licensees, which came to your attention; and
- 5) Your **actions and findings** regarding those violations.

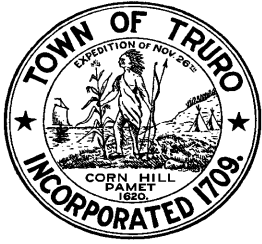
The ABCC reviews these reports to assist in fulfilling its function of reporting on the conduct and condition of traffic in alcoholic beverages during the calendar year, developing recommendations for legislation that may be necessary or desirable for the better regulation and control of the traffic in alcoholic beverages and for the promotion of temperance in the use of alcoholic beverages.

To this end, your attention and cooperation in filing your annual reports on time is greatly appreciated. **Reports should be received on or before February 15, 2021. If you do not file your report, you will not be in compliance with the law.**

Respectfully yours,

Ralph Sacramone  
Executive Director

*\*Please note you may submit your report by email to: [phathaway@tre.state.ma.us](mailto:phathaway@tre.state.ma.us) ; by facsimile to 617-727-1510; or by mail to the Alcoholic Beverages Control Commission, 95 Fourth Street, Suite 3, Chelsea, MA 02150, to the attention of Patricia Hathaway.*



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** January 12, 2020

**ITEM:** Application to Serve

**EXPLANATION:** Eric Mays has submitted an application to serve on the Climate Action Committee. The Chair has approved the application and all forms and training have been completed.

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

**IMPACT IF NOT APPROVED:** The applicant will be unable to participate on the Climate Action Committee as a voting member.

**SUGGESTED ACTION:** *Motion to appoint Eric Mays to an unexpired 3-year term which ends on June 30, 2022.*

**ATTACHMENTS:**

1. Application to Serve, with Chair comments



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Eric Mays HOME TELEPHONE: [REDACTED]

ADDRESS: 13 Priest Road WORK PHONE: [REDACTED]

MAILING ADDRESS: Bx 43, North Truro, MA 02652 E-MAIL: [REDACTED]

FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Climate Action

SPECIAL QUALIFICATIONS OR INTEREST: Engineering/science background

COMMENTS: \_\_\_\_\_  
RCVD 2020DEC10 09:56  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

SIGNATURE: [Signature] DATE: 12/10/20

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL) \_\_\_\_\_  
The CAC recommends that Eric Mays be appointed.

SIGNATURE: [Signature] DATE: 12/11/2020

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_

Truro Select Board Meeting Minutes  
December 8, 2020  
Remote Via GoToMeeting Platform

**Select Board Members Present:** Chair-Robert Weinstein, Vice Chair-Kristen Reed, Clerk-Susan Areson, Janet Worthington, Stephanie Rein

**Others Present:** Interim Town Manager-Jamie Calise, Assistant Town Manager-Kelly Clark, DPW Director-Jarrold Cabral, Kevin Grunwald, Betty Gallo, former Town Manager-Rae Ann Palmer, Planning Board Chair-Anne Greenbaum

Chair Weinstein called the meeting to order at 5:30pm and read instructions on how people could join the meeting to provide comment.

**Public Comment**

Chair Weinstein stated he had a letter from Ms. Joan Holt. It was dated November 19, 2020 and Chair Weinstein proceeded to read the letter to the Board.

**Select Board Action**

**Proposed Agreement between Truro and the Homeless Prevention Council to Administer the Program**  
**Presenter: Kevin Grunwald, Chair Housing Authority**

Housing Authority Chair Grunwald introduced Betty Gallo, a member of the Housing Authority, who will be speaking to their request. He stated that several people on the Outer Cape have been concerned for some time about the financial impact of Covid-19. As early as April 2020, a group of housing advocates started meeting to discuss the possibility of emergency rental assistance for people who have been financially impacted by Covid-19. Over a period of several months, the group developed guidelines and a program to assist people with rental assistance. The program they are presenting mirrors the guidelines that were adopted by the group and are presently being followed in several towns. Their request is two-fold;

1. To release money from the Affordable Housing Trust (up to \$50,000) to fund this program.
2. To enter into an agreement, or extend the agreement we currently have, with the Homeless Prevention Council to administer this program.

Ms. Gallo first spoke about their reasons for settling on the Homeless Prevention Council to administer the program. Eligible applicants must live in Truro year-round and be renters. They need to have an income less than 100% over AMI. The Administrators will provide case management and will help applicants fill out the application. They will work to ensure that residents can maintain their housing. The money can be used for paying first and last month's rent or arrears. Applicants will be eligible for up to \$6,000 for a 12-month period and payment will go to the landlord. There will be a signed agreement between the landlord and the tenant to document the amount of money the landlord will receive and how this impacts the rent of the residents. Truro has a contract with the Homeless Prevention Council so this would either be an amendment or expansion of that contract.

Member Areson asked whether this would involve any tenants who currently live at the Truro Motor Inn. Ms. Gallo stated that the problem with the Truro Motor Inn is that it doesn't meet basic code and the program will not be able to give money to residents that are not safe. Member Areson asked about any other properties that perhaps might not meet code in Truro that are also rental properties. Ms. Gallo said there would not be an inspection but if there is a notice connected to the property that states



it doesn't meet code, they would not be eligible. If the Town has discovered a property is in violation of certain codes, that property wouldn't be eligible for the program.

Chair Weinstein noted that the Homeless Prevention Council was looking for \$1,000 up front to work on advertising and an information sheet, he asked if he was correct in assuming that the information sheet will include a table which would address the area median income so people could see where they might fall. He also asked, if the Board were to vote for the transfer of funds, how quickly could this be enacted. Ms. Gallo explained that the Homeless Prevention Council has a whole program that they use in other towns. The Housing Authority did decide to put together a community engagement subcommittee. That subcommittee will be working with the Homeless Prevention Council on their process. Mr. Grunwald believes the program could be up and running quickly.

**Member Areson made a motion to release the sum of \$50,000 from the Affordable Housing Trust of the Truro Housing Authority to fund a Covid emergency rental assistance program and to sign a contract with the Homeless Prevention Council to administer the program.**

**Member Reed seconded.**

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

**Discussion of Current Status of Walsh Property: Current Status of Property (Land/Engineering Survey) and Walsh Community Planning Committee Membership Status**

Chair Weinstein noted he invited former Town Manager Rae Ann Palmer to this portion of the discussion since the process and purchase of the property has a history which came under her leadership.

DPW Director Cabral stated that initially there was a Limited Environmental Site Assessment done by BSC Group to identify and recognize any environmental concerns with the property. Part of the scope was to collect information from the former property management, environmental agencies associated with permits, etc. and to complete a site visit of the interior of the structures on the property. Prior to the sale, an appraisal was completed for the property which included an appraisal for each parcel individually. DPW secured all basement crawlspaces that could be accessed from the outside of the buildings and boarded up any sheds/structures that required it. DPW Director Cabral recently requested a proposal from the BSC Group to do a base survey of existing conditions including the topography of the property and to do a structural assessment of the buildings, sheds and outlying structures on the property.

Former Town Manager Palmer stated there was discussion of doing a structural analysis of the buildings after the DPW had closed them up. It was agreed to try to make the buildings safe to obtain an insurance liability policy. She had an initial conversation with BSC Group about doing the structural analysis and then doing the actual full survey of the property. The information garnered can be used by the Walsh Community Planning Committee when they make their plans.

Chair Weinstein thinks that prior to the Committee being able to move forward with their suggestions, a full survey should be completed, along with a topographical analysis, a review of the site by the Massachusetts Natural Heritage & Endangered Species Program (NHESP), and an on-ground indication of Zone II contribution area on the property. He noted it might be helpful to have a discussion with the School Committee to understand what they are looking for in their request regarding 4 acres adjacent to the property the school now occupies. That could then be designated on a plot plan and would be



exempt from what the Walsh Community Planning Committee decides for the remaining portion of the land.

Chair Weinstein asked Former Town Manager Palmer when the initial work was done by BSC Group. He assumed dollars were attached to it and wondered if there is any remaining money. Former Town Manager Palmer stated that when the property was purchased the Town borrowed an extra \$100,000 in case they had closing and legal expenses. There is money left there and can be used for the survey work. An RFP does not need to be done because it's an engineering survey and engineering services do not need an RFP. She thinks there is upwards of \$80,000 to \$90,000 left.

Member Worthington is not sure the item Chair Weinstein mentioned about the school is something the Select Board should wade into. The Board has to remember that whatever happens on that property has to come through the Walsh Community Planning Committee (from the Community) and back to the Select Board. Member Areson agrees with Member Worthington and believes the School Board should work with the Walsh Community Planning Committee on its request.

Chair Weinstein said he neglected to mention that in securing the buildings he thinks it's important that the effort continues so there is no further damage. He added that in order to limit the Town's liability, the property must be posted for no trespassing.

Member Reed supports the comments regarding the survey. She asked if someone could update the Board on the Walsh Community Planning Committee appointments and if there is a way for the remaining three people to be sworn in. Interim Town Manager Calise confirmed that there are three people remaining. One person lives in Texas and with the Covid restrictions and distance there have been some delays. He does not have specific information on the other two, however, with the increased requirements that came from the Governor's Office today he suspects that may hamper the swearing in process.

Member Worthington thinks the "no trespassing" signs on the Walsh property are a good idea, however, they were hoping to be able to show people the land. She understands putting the signs up for now because people do go up there and the buildings are vulnerable.

Member Areson asked if it were possible for the Walsh Community Planning Committee to start meeting without the three members who have yet to be sworn in and have them join when available. Interim Town Manager Calise can reach out to Town Counsel on the specifics because the makeup of the Committee was endorsed by the Select Board as a committee of 16. Member Areson offered a suggestion that the three people not sworn in yet could sit in on the meeting(s) so they would be up to speed on discussions. Interim Town Manager Calise said that one of the questions that came up was that since we are in a virtual meeting world, presently, could some of the swearing in be done virtually. Unfortunately, there is no mechanism that dispenses with that requirement. Former Town Manager Palmer asked if the contract with CBI had been extended or renewed so the facilitation piece was in place. Interim Town Manager Calise stated that the bid for facilitated services had been opened and has since closed. CBI will be awarded the contract. As of now, the Town is working on that contract. There is no dollar amount yet.

**Member Areson made a motion to move forward with BSC Group for the necessary engineering and topographical surveys of the Walsh property.**

**Member Reed seconded.**

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

Member Areson asked if any of the \$80,000-\$90,000 left over could be used for the Walsh Community Planning Committee expenses such as the contract with CBI or if the Committee determines that they need something done that costs money. Former Town Manager Palmer believes the money could be used for that. She stated that Town Accountant Brazil could be more specific.

Member Rein asked if the Walsh Community Planning Committee would be having a facilitator working with them and would that leftover money be used for that facilitator. She also wanted to know if a contract had been signed for a facilitator. Assistant Town Manager Clark stated that it's been proposed to use some of the money for a facilitator. They are in the process of writing that contract for CBI to begin facilitating. Meetings could possibly start in January with the Walsh Community Planning Committee.

#### **Discussion of Select Board Responsibility with Respect to Town-Owned Property (Walsh)**

Chair Weinstein wished to highlight with his colleagues the Charter language about the Select Board's responsibilities (Chapter 4-Section 2/ 4-2-6)

*The Board of Selectmen shall serve as the custodian of all Town-owned property, unless otherwise provided by the General Laws, and shall plan for its preservation, maintenance, and protection, and shall plan for the timely replacement of capital facilities and infrastructure."*

Chair Weinstein held a discussion with Town Counsel and Town Counsel agreed that the Committee does not supersede the Select Board's authority. Member Worthington said that it's obvious they need to take care of the Walsh property, but planning what to do with the property should involved the Walsh Community Planning Committee. The Town should maintain what's there and make it safe but beyond that, the Committee should be involved with determining how the buildings should be used. Chair Weinstein stated that Town Council said it is up to the Select Board to ultimately make the decision once they have information on the state of those buildings. Member Areson would like to suggest that if there are tours or decisions made, or inspections that need to be done, that the entire Board be invited to participate. Interim Town Manager Calise will find out if the Committee can proceed without it's full complement of members, per Chair Weinstein's query. Member Weinstein wished to remind everyone that we're in the middle of a pandemic. Community involvement in this is crucial to the plan. Even if the Committee gets going, they need to go into the community and talk to everyone to get feedback about what people feel should happen there. While Member Reed agrees with Member Worthington's comments, she also feels that there's an opportunity for the Committee to meet virtually to start talking about steps they want to take to reach out to the community. Member Rein respects Member Worthington's point of view, but stated that this is going to be a long process and since we are at the beginning she thinks it would be appropriate for the Committee to start meeting virtually, albeit without the three members not sworn in yet (they can sit in on the meeting), to get acquainted and get started. Member Reed would appreciate follow-up meetings where the Select Board will get updates when the surveys start to become available.

#### **Review and Approve FY 2022 Budget Task Force Schedule**

Interim Town Manager Calise stated that the proposed schedule was before the Board. He would like input on the start times, as last year the Board asked for differing start times to accommodate citizens who may wish to sit in on meetings. Member Worthington mentioned that during their discussion with the Finance Committee, it was requested to get narratives from Department Heads regarding the budget before starting the Budget Task Force meetings. She wished to know if that had happened. Interim Town Manager Calise stated that they've met with several Department Heads and the narratives

are due by the end of this week and will be handed out to the Select Board. Member Areson asked if they might need another meeting between February 8<sup>th</sup> and the 23<sup>rd</sup>? Interim Town Manager Calise said that there was flexibility in the schedule to set another meeting if needed. Member Rein pointed out that they had a work session on February 16<sup>th</sup>. A discussion was held regarding differing start times for different meetings.

**Member Areson made a motion to approve the FY 2022 Budget Task Force schedule as such:**

**Monday, December 21<sup>st</sup> at 1:30 pm**

**Monday, January 11<sup>th</sup> at 5:00 pm**

**Tuesday, January 19<sup>th</sup> at 10:00 am**

**Monday, January 25<sup>th</sup> at 1:30 pm**

**Monday, February 1<sup>st</sup> at 4:30 pm**

**Monday, February 8<sup>th</sup> at 5:00 pm**

**Member Reed seconded.**

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

#### **Review and Approve Board/Committee/Commission Recruitment Flyer**

Member Areson started by stating they would like the Board to approve a flyer (front of the flyer was included in their packet-back of the flyer would include vacancies). The sub-committee is meeting again in a week. They are still working on the handbook and it should be ready for review in January. The sub-committee is interested in including information on an online application in the materials. Member Worthington suggested an alternative phrasing of a sentence in the flyer.

Member Rein asked if a liaison needed to be chosen for the Walsh Community Planning Committee.

Chair Weinstein stated that at some point they should place that on an upcoming agenda.

Member Reed requested that once the flyer is approved that it has the official Town seal on it. She would also like the flyer to be printed double-sided and single-sided to allow for posting in local businesses. She continued, stating that when the application is available online the flyer should be updated to indicate that change. Member Areson let the Board know that the flyer does have the Town Seal on it. She said they need to decide who would be updating the chart. She thinks it should live in one place. She stated that the sub-committee approved bringing in results of the questionnaire that was sent to Chairs of Boards/Committee/Commissions. Carol Harris is compiling that information and it will be made available so people can dig in a little deeper if they choose to. That will also need to be placed on the Town website. Member Reed added that there was a new vacancy on the Planning Board. Chair Weinstein, in reference to the Planning Board vacancy, stated that he thinks the Chair of the Planning Board should be alerted to the vacancy because there is a time limit to filling them. Member Areson believes that the Select Board and Planning Board jointly interview candidates. Planning Chair Greenbaum informed the Board that the Planning Board already filled the Planning Board Representative to the Community Preservation Committee vacancy by herself. They will be discussing the Planning Board Representative to the Water Resources Oversight Committee vacancy at their next meeting. The Planning Board is aware of the language for filling the vacancy on the Planning Board in the interim. She then gave a brief description of what would be expected of a new member.

#### **Consent Agenda**

Chair Weinstein had a correction regarding the first item under consent-*Review/Approve MADOT Support Letter for Northerly Extension of Sidewalk on Route 6*. He noticed that the letter had the wrong road name listed. He also wanted to point out that he's still a member of the MPO and any requests for this kind of an agenda item should be directed to him so he can bring that forward to the MPO meeting.



Member Areson, Member Reed, and Member Rein all had corrections to minutes.

**Member Areson made a motion to approve the Consent Agenda, as printed, with the corrections noted.**

**Member Reed seconded.**

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

#### **Select Board Reports/Comments**

Member Areson stated that at their sub-committee meeting, Carol Harris-Climate Action Committee Chair, suggested having a virtual meeting with all the Committee Chairs and the incoming Town Manager to learn what committees are doing and what their concerns are.

Member Reed wished to thank the Town in their efforts with Truro Alerts and emails regarding Covid.

Chair Weinstein attended the most recent School Committee meeting, virtually. The Superintendent relayed to the School Committee that after a meeting with other school superintendents in Barnstable County, there are now other school systems that have closed and gone to virtual instruction. There is a discussion (which our Superintendent is engaged in) about extending virtual learning after the Christmas break due to a possible uptick in Covid cases. The Superintendent and the School Committee are wrestling with this and will make an announcement in the short-term. The good news from the Superintendent is that they've been engaged in their budget process and it looks like their upcoming budget has an increase of 1.5%.

#### **Town Manager Report**

Interim Town Manager Calise mentioned that meetings have been ongoing with Department Heads and budget narratives will be provided soon. Secondly, the dredging in the Harbor is going well and is nearing completion. Lastly, the information that came out of the Governor's Office today with respect to a roll-back order will go into effect December 13, 2020. He's awaiting industry specific guidance, which will be published on the website. He'll also be meeting with Emily to discuss local impacts and changes.

#### **Next Meeting Agenda: December 15**

Interim Town Manager Calise stated that under Select Board Action there will be a discussion of the engineering survey of Pond Village. Member Reed encouraged all Pond Road residents to attend the meeting to either speak in favor of, or not in favor of, the engineering study. It's important to figure out what it would take to get residents in that area connected to Town water. Chair Weinstein said that would require a more expansive public announcement of what that agenda item includes. He also encouraged any members of the public who are interested to look forward to their meeting of the 15<sup>th</sup>.

**Member Reed made a motion to adjourn at 7:16pm.**

**Member Worthington seconded.**

**So voted; 5-0-0, motion carries**

**Respectfully submitted,**

**Noelle Scoullar, Executive Assistant**

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**Town Manager, Darrin Tangeman**  
**Under the Authority of the Truro Select Board**

**Public Records material of 12/08/2020**

1. Agreement between Truro and the Homeless Prevention Council
2. FY 2022 Budget Task Force Schedule
3. MADOT Support Letter for Northerly Extension of Sidewalk on Route 6
4. 2021 Annual Business License for Gingerbread House
5. Application to Serve-Tom Bow-Beach Commission
6. Application to Serve-Amy Rogers-Commission on Disabilities
7. November 10, 2020 Select Board Minutes

Truro Select Board Special Meeting Minutes  
December 21, 2020  
Remote Via GoToMeeting Platform

**Select Board Members Present:** Chair-Robert Weinstein, Vice Chair-Kristen Reed, Clerk-Susan Areson, Janet Worthington

**Select Board Members Absent:** Stephanie Rein

**Others Present:** Interim Town Manager-Jamie Calise, Assistant Town Manager-Kelly Clark

Chair Weinstein called the meeting to order at 1:17pm and read off instructions on to join the meeting to provide comment.

**Authorization for Execution of the Cape Light Compact Municipal Power Supply Contract**

Chair Weinstein asked if he was correct in assuming that Town Counsel has had a chance to review the language of the contract and approved the language. Interim Town Manager Calise and Assistant Town Manager Clark confirmed that the contract was reviewed, and language was added, by the attorney for the Cape Light Compact, of which the Town is a part of. The attorney also provided insight into which aspects of the proposals were more advantageous to the members of the Cape Light Compact.

**Member Reed made a motion to accept the Cape Light Compact Municipal Power Supply Contract, and to Authorize Interim Town Manager Calise to execute on Behalf of the Town.**

**Member Areson seconded.**

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

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Truro Select Board Budget Task Force Meeting Minutes  
December 21, 2020  
Remote Via GoToMeeting Platform

**Select Board Members Present:** Chair-Robert Weinstein, Vice Chair-Kristen Reed, Clerk-Susan Areson, Janet Worthington

**Select Board Members Absent:** Stephanie Rein

**Finance Committee Members Present:** Chair-Robert Panessiti, Rich Wood, Steven Roderick

**Finance Committee Members Absent:** Lori Meads, Raphael Richter

**Others Present:** Interim Town Manager-Jamie Calise, Assistant Town Manager-Kelly Clark, Town Accountant-Trudi Brazil, DPW Director-Jarrold Cabral, Harbor Master-Tony Jackett

Finance Committee Chair Panessiti called this portion of the meeting to order at 1:30pm. He proceeded to read off the instructions on how citizens could join the meeting to provide comment.

Finance Committee Chair Panessiti gave some background as to when the Budget Task Force was created. He wished to manage the public's expectations because they usually find that a lot of the

budget is spoken for; through personnel, school, benefits, and basic services that are provided. The challenge this year is to determine how policy is shaping the budget. The Town went through an exercise to cut costs in anticipation of Covid's impacts on the budget. One of the things that should be considered is; who are we serving in the Town? The population, as represented by the election rolls, increased by about 10 percent over the past 6 months. What does that mean? Who are these people? What kind of services are they going to demand? As the budget is reviewed, it is important to understand who it's meant to serve.

Member Areson wished to point out some items:

- We're at a point in Town where we have a lot of vacancies in key Town positions and a new Town Manager is coming in and will need to get up to speed quickly. There is an opportunity to take a hard look at services to see what they might want to expand and what they might want to do less of.
- In reading Department Head narratives, such as from the Health/Conservation Agent, whose work has most likely tripled since Covid, they should be mindful of where they really need extra help (whether temporary or permanent), and also where they may want to trim or decide to live without.
- She noticed that in a number of the budgets and narratives, people are talking about the data processing and credit card fees (something Member Reed brings up regularly). She wonders if someone could fill the Board in on how that's working with the individual departments. How has that impacted budgets overall?

Chair Weinstein stated that during one of their prior discussions they learned that the Town was obligated to around \$14,000 and he is glad that Member Areson raised the issue of credit card fees.

DPW Director Cabral pointed out that in his narrative he singled out the increase for credit card fees. Since the Department is moving to credit cards only for sales at the Transfer Station and also for online sales, there is a significant increase there for his Department. Harbor Master Jackett uses the same system, as does Beach/Rec Director Clements and there will be credit card fee increases in their budgets also. He does not see the Transfer Station going back to accepting cash/checks. A credit card swipe is a much cleaner operation.

Assistant Town Manager Clark was not sure how much credit card fees would change post Covid. The Town has been trying to limit the amount of cash transactions over the past few years, as recommended by the Town's auditors.

Member Reed reiterated that the \$14,000 in credit card fees was a pre- Covid number. That number existed before the push toward credit card transactions.

Member Areson said that it would be a policy question for the Board as to whether they would want to pass along that credit card processing fee to the customer.

Finance Committee Chair Panessiti stated that technology is here to stay. If the people in the Town appreciate, and want, this kind of service to pay their bills then the Board may want to take a proactive stance for what could be another health crisis. These are the kind of things they need to understand are here to stay. They have options. They could be passing the cost through to the customer. They also should look at staffing.



Chair Weinstein is unclear as to how the credit card fees are assessed to the Town, and asked if there was one provider doing the servicing and what percentage the charge is. Town Accountant Brazil stated there was no single provider handling the fees. The fees are assessed to the community by each of the credit card companies. It's complicated to go through the list of fees that are produced on a daily basis to determine which department is responsible for which charges, however DPW Director Cabral, Office Assistant Kaelberer, and Beach/Rec Director Clements have figured it out and have come up with net amounts which are the responsibility of the corresponding department. Town Accountant Brazil then explained how they make payment to the Treasurer from appropriated funds to make the bank account whole. She added that the fee is roughly 2.9 percent of a transaction, plus some sort of agency fee. Chair Weinstein wonders if the Town should drop certain credit card companies and accept only those that have a lower fee. He also stated that he does not know how that would impact things, and he added that they have to be sensitive to the public who carry multiple cards. Town Accountant Brazil believes that would be a policy decision. She mentioned that there have been instances where someone wished to make a donation to a Department, but the donation was contingent upon them being able to use their American Express card. Member Areson stated that some places will charge a flat fee for various transactions. It could be something to help offset the fees and suggested that it be something the Board look into. Member Reed suggested requesting staff to reach out to other towns to see how they handle the fees. She also feels that the Town should accept all credit cards. Finance Committee Chair Panessiti asked if it was possible for Town Accountant Brazil to look at some kind of a trend report. He feels the Board should know the number of transactions, what the trend line looks like and what companies are being utilized. Town Accountant Brazil stated that there is the ability to pay property taxes online through MCC, and there is a convenience fee associated with it. The drawback to MCC is that people can pay their property tax bills only for the first thirty days after they are issued. Chair Weinstein feels it would be helpful for Finance Committee Chair Panessiti, along with Department Heads, to collect data so there is some basis to have a comprehensive overview of this issue.

#### **CIP/DPW**

Interim Town Manager Calise gave an overview of the Capital Needs. Town Accountant Brazil wished to point out a couple of items. What has been given to the Select Board is a "big-picture" of projects. She referred only to FY2022 and mentioned the reserve to replace the communications system at the Police Station, and that three projects for the Truro Central School (skylight repair, window replacement, shingle/siding/trim) are being discussed by DPW Director Cabral and School Administration to potentially combine these projects into a single article and to fund it through a Capital Exclusion so there would be a one-year tax impact. She stated that there is also a request for \$170,000 for a heavy-duty tractor truck replacement from the DPW. That would be recommended to be done as a Capital Exclusion as well. If those items are funded differently than straight "Raise and Appropriate", the CIP for Fiscal 2022 goes down to \$510,900. DPW Director Cabral wished to point out that last year, prior to Covid, they were at approximately \$480,000. That was cut to \$280,000 due to Covid, of which \$135,000 was Covid-related.

DPW Director Cabral moved forward discussing the Capital Needs List and gave summaries of projects. Chair Weinstein asked if the Truro Central School's projects are physical maintenance issues which could be bundled so that one company would handle the whole project. DPW Director Cabral confirmed that those projects would typically be handled under one vendor. Chair Weinstein then asked about the line item for exterior painting for the School, which was left blank in FY2022. Since one of the items is to replace siding and trim, wouldn't that potentially include painting? DPW Director Cabral stated that the painting would be included in the bid.



Finance Committee Member Wood stated that in looking over the Capital Program it appears that a lot of the projects are the result of things that are deteriorating. Other items might fall into a category of things nice to have but not necessarily critical. He mentioned the generator for the Beach Office and stated that when the Recreation/Beach Department comes before them it would be nice to see a cost-benefit analysis. He asked if he would want the Beach Attendants to have the ability to issue a Transfer Station permit, which he does not think he would. As a brief response to Finance Committee Member Wood, Town Accountant Brazil said that if the Town had this technology at Head of the Meadow and Corn Hill Beach, the attendants would be able to issue per-day passes. Last year, in Fiscal Year 2020, Corn Hill Beach sold \$30,400 worth of per-day passes. In the current Fiscal Year, they sold none. Head of the Meadow Beach last year sold \$37,980 in per-day passes. This year they sold none. Finance Committee Chair Panessiti stated, for the benefit of people watching the meeting, that this is their first look at the budget, and Department wish-lists. The Finance Committee will now take sections back over the next few months and ask for supporting data and ask questions from the Town Accountant and Department Heads.

DPW Director Cabral discussed the DPW budgets starting with snow removal and lights. He then reviewed the Salary and Wages in the DPW budget and the purchase of services. He noted that with their bottom line is a \$119,000 increase. \$115,000 of that is for portable bathrooms and then a little bit in wages. Chair Weinstein noticed that the line that deals with portable toilets was highlighted and was significantly increased. He asked DPW Director Cabral to discuss that in more detail. DPW Director Cabral noted that in the past the Town had a contract with M.A. Frazier that contained a renewal for a second and third year. The owner honored the prevailing wage rate from his first year. It was a good relationship and the owner was responsive to any maintenance issues the Town had. The Town is participating in the County bid this year and he will see how that bid plays out. The prevailing wage rate will go up. They added a particular type of spray to use on the units so that will increase the daily fee and it is mandatory for the Town to have the portable toilets serviced daily, due to Covid. Finance Committee Member Roderick asked for a list of how many portable toilets are located throughout the Town and wanted to know if hand washing stations were added this year. DPW Department Cabral has a spreadsheet which lists the locations and quantities of the portable toilets that he can send out and stated that the hand washing stations were added last year due to Covid and that was not originally built into the \$45,000 budget from last year. Member Reed asked if the cost might go down in the future after a vaccine has been distributed. DPW Director Cabral hopes that post-Covid the Town will no longer need hand washing stations as that's the biggest part of the expense. He believes supply lines and hand sanitizer should be something the DPW can handle now. He does not see the daily service or the chemical spray that the units are sprayed down with changing. He thinks the \$45,000 number will go up. Assistant Town Manager Clark gave the group a summary on the number of portable toilets; 14 ADA portable toilets, 16 regular, and all, except for one, require daily cleaning.

### **Harbor/Shellfish**

Harbor Master Jackett started by saying he had Doug Cameron, the Director of Fish and Game, look at the docks. There is a possibility that the State will either repair or replace the floating docks at no cost to the Town. Harbor Master Jackett has also been looking at the boat ramps. A work order could be provided to the DPW if he needs to do some concrete work to them. He spoke about the Harbor expenses and how they are pretty much the same from year to year. He has had continuity with returning seasonal staff and the only increase is for step increases.

On the shellfish side, Harbor Master Jackett reported he had a good boost stock which has expanded over the years. The number of people getting shellfish permits for the first time has steadily increased. Stock comes from the County and seed from Aquaculture Research Corporation in Dennis. Seed was

planted in concert with the adult stock he gets. There has been a sizeable increase in soft-shell clams and the oysters have expanded down the river. Member Areson stated that the only increase in the budget is the \$1,000 fee for accepting credit cards and other than that, the budget looks lean. Member Worthington asked what the boating engine service request covered. Harbor Master Jacket stated it's a basic service/a tune-up. Town Accountant Brazil had a question regarding work on the boat ramps. She asked if she was correct in thinking that the State actually owns the ramps. Harbor Master Jackett stated that even if he wanted to modify the ramps, that is something the State would pay for. Town Accountant Brazil continued, stating that, in terms of the maintenance work he'd mentioned (form work), shouldn't that be under the purview of the State? Harbor Master Jackett said yes. Chair Weinstein asked if there'd been any thought given to lobbying the State Representatives to have the ability to increase the user fees. He's focusing primarily on the fees for people who operate charter businesses. He feels they are responsible for the heaviest usage and deterioration of the ramps. Those fees have not changed in years. Chair Weinstein also asked if there has been a recent review of where we stand in terms of neighboring communities for what we charge for a shellfish license. He'd like to keep the Town's fees current. Harbor Master Jackett stated that the two items brought up by Chair Weinstein would be placed on the Pamet Harbor Committee and Shellfish Committee agendas for discussion. Chair Weinstein asked if there had been an increase in the number of shellfish permits issued. Harbor Master Jackett stated that he was unsure how many had sold, but he was seeing a lot of new faces. He thinks there has been an increase in the weekly permits sold. Member Reed referred to the Harbor Master's budget narrative regarding informing boaters. She wished to know what he meant by that, and how he informed boaters about the Harbor, and what's happening there. Harbor Master Jackett stated it was information regarding navigating in and out of the Harbor, tying boats up, how to park their vehicles and trailers and other general information like that. Member Reed asked if it would be helpful to add all that general information on the Town website. She asked him to think about what he might like on the website.

**Member Areson made a motion to adjourn the meeting at 3:12pm.**

**Member Worthington seconded.**

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

**Finance Committee Member Roderick made a motion to adjourn the meeting at 3:13pm.**

**Finance Committee Member Wood seconded.**

**So voted; 3-0-2, motion carries.**

**Respectfully Submitted,**

**Noelle L. Scoullar, Executive Assistant**

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**Town Manager, Darrin Tangeman**  
**Under the Authority of the Truro Select Board**