



Truro Select Board

Tuesday, March 16, 2021

Executive Session-4:30pm

Regular Meeting-5:00pm

OPEN MEETING: *The Board will begin in open session solely for the purpose of moving, as set forth below, to enter into executive session.*

EXECUTIVE SESSION:

- I. *Move that the Select Board enter into Executive Session jointly with the Zoning Board of Appeals, in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 3, to discuss strategy with respect to litigation (Appeal Cloverleaf Decision), whereas discussion of these matters in open session would have a detrimental effect on the litigating positions of the Town (and the Chair so declares it) and;*
- II. *Move that the Select Board enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 2 to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel; Police Chief contract and to reconvene in open session.*

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 1-877-309-2073 and enter the following access code when prompted: 879-256-141 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/879256141>**. 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.

1. PUBLIC COMMENT

2. PUBLIC HEARINGS NONE

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Review and Approval of Rebecca Bruyn and Nancy Kete to the Climate Action Committee

4. STAFF/ COMMITTEE UPDATES

- A. Beach Cleanup Bag Program: Damion Clements, Recreation & Beach Director
- B. Board/Committee Report: Board of Health and Board of Assessors

5. TABLED ITEMS NONE

6. SELECT BOARD ACTION

- A. Town Meeting Planning and Possible Vote to Approve Town Meeting Date
Presenter: Darrin Tangeman, Town Manager
- B. Review and Vote on Town Meeting Articles
Presenter: Darrin Tangeman, Town Manager
- C. Creation of Native Peoples Committee
Presenter: Helen McNeil Ashton

- D. Review and Approve Addition of Indigenous Land Acknowledgement at the Start of Town Meeting
Presenter: Ellen Anthony, Truro Resident

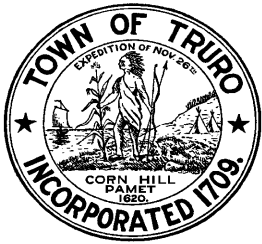
7. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. Grant Administrator Contract Bailey Boyd Associates
 - 2. Cloverleaf Community Housing Water Main Extension
- B. Review and Approve 2021 Business Licenses: None
- C. Review and Approve Fred Gaechter, Climate Action Committee Full Member to Alternate
- D. Review and Approve Select Board Minutes: January 26, 2021

8. Select Board Reports/Comments

9. Town Manager Report

10. Next Meeting Agenda: March 23, 2021 Regular Meeting



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: March 16, 2021

ITEM: Application to Serve

EXPLANATION: Rebecca Bruyn and Nancy Kete have submitted applications to serve on the Climate Action Committee. There are two vacancies. Chair, Carol Harris, is in favor of appointing both applicants.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Ms. Bruyn and Ms. Kete will not be able to participate as voting members of the Climate Action Committee.

SUGGESTED ACTION: *Motion to appoint Rebecca Bruyn and Nancy Kete to the Climate Action Committee for the remainder of the three-year terms ending June 30, 2022.*

ATTACHMENTS:

1. Rebecca Bruyn-Application to Serve/Chair's comments and approval.
2. Nancy Kete-Application to Serve/Resume/Chair's comments and approval.



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: Rebecca Bruyn HOME TELEPHONE: [REDACTED]

ADDRESS: 6 Sandy Lane WORK PHONE : _____

MAILING ADDRESS: PO Box 1025 E-MAIL: [REDACTED]

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

Climate Action Committee

SPECIAL QUALIFICATIONS OR INTEREST: 2007-2012 - member of Energy Committee - participated in development of Green Communities initial grant, established a newsletter for residents, 2011 received a certificate in Solar Technology, 2008 led a neighborhood ecoteam/met monthly to educate selves & create goals/achios, chaired Green Team at Spaulding Cape Cod, volunteering for Climate Action Committee meeting w/ small businesses to inform them of CC initiative

COMMENTS: _____

As a nurse (retired in 2020) with a Masters in Public Health, I've always held the belief/perspective that climate change is fundamentally a public health issue & must draw on all areas of expertise & activism to truly make changes.

SIGNATURE: [Signature] DATE: 2/24/21

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

RCVD 2021 FEB 25 9M300

ADMINISTRATIVE OFFICE

TOWN OF TRURO

SIGNATURE: _____ DATE: _____

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

Noelle Scoullar

From: [REDACTED]
Sent: Thursday, February 25, 2021 10:06 AM
To: Noelle Scoullar
Cc: Nicole Tudor
Subject: RE: Application to Serve-CAC-Rebecca

Hello,

I am strongly recommending that Rebecca Bruyn be approved as a member of the Climate Action Committee. She has been volunteering with the CAC for months and her outreach skills are invaluable to us.

Thank you,

Carol Harris, Chair
Truro Climate Action Committee

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

From: Noelle Scoullar <nscoullar@truro-ma.gov>
Sent: Thursday, February 25, 2021 8:14 AM
To: [REDACTED]
Cc: Nicole Tudor <ntudor@truro-ma.gov>
Subject: Application to Serve-CAC-Rebecca

Hi Carol,

Rebecca has submitted her application to serve on the CAC. Please either respond to this email with your comments/approval, or you can write on the attached application and send that back.

Thank you!
Noelle

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

From: scans@smtp.truro-ma.gov <scans@smtp.truro-ma.gov>
Sent: Thursday, February 25, 2021 7:44 AM
To: Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: Message from Mail Room KM_C458

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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: Nancy Kete HOME TELEPHONE: [REDACTED]

ADDRESS: 64 Highland Rd, N. Truro, Ma 02652 WORK PHONE: [REDACTED]

MAILING ADDRESS: PO Box 135, N. Truro, MA 02652 E-MAIL: [REDACTED]

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

Climate Action Committee

SPECIAL QUALIFICATIONS OR INTEREST: Over 30 years experience working on energy, environment, climate, and adaptation issues. Now that I am retired and full time in Truro I am interested in seeing if I can put some of that knowledge and experience to work in service to the place I love most.

CV available upon request.

COMMENTS: _____

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ADMINISTRATIVE OFFICE

TOWN OF TRURO

SIGNATURE: A. Nancy Kete *[Signature]* DATE: 23 Feb 2021

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

SIGNATURE: _____ DATE: _____

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

A. Nancy Kete, PhD

High integrity, visionary leader with 30 years experience known for ability to envision and deliver successful outcomes in complex situations. Government, non-for-profit, philanthropic, and business experience in energy, environment, transport, water and urban resilience.

Career Highlights

Principal, Kete Consulting

Independent consultant and advisor on resilience, adaptation and transformation for philanthropic, corporate and government clients. Decades of hands-on experience in energy, environment and transportation policy.

Founder and Executive director, Resilience Shift (2016-2018)

Resilience Shift is a global initiative to catalyze resilience within and between critical infrastructure sectors. After winning a global competition in 2016 to host and launch a program on resilience engineering, in partnership with Arup and Lloyd's Register Foundation, I set up Resilience Shift in 2016 to address recommendations set out in the Lloyd's Register Foundation's *Foresight review of resilience engineering* to improve the resilience of critical infrastructure.

Managing Director, The Rockefeller Foundation (2012-2016)

Drove the resilience discussion from 'What is it?' to 'What are best practices to ensure cities become ever more resilient and earn a *resilience dividend* for their efforts?' Led work to innovate new tools and approaches for understanding what matters with respect to resilience and to drive place-based project-specific resilience. Funded and led large partnerships, collaborations and competitions (e.g., with NY State 2100 Commission Environment Chapter, HUD (Rebuild by Design and National Disaster Resilience Competition, and US ACE) to pilot at full-scale solutions that make places more resilient by design.

Sr. Advisor on Corporate Safety and Risk Management, The National Commission on the BP Deepwater Horizon Oil Spill and Offshore Drilling (2010-2011)

Wrote the key chapter of the Oil Spill Commission which recommended creation of a new Center for Off Shore Safety, which the industry then established.

President, Sustainable Mobility Finance, LLC (2010-2012)

Provided consulting and be-spoke facilitation for philanthropic clients.

Co-Founder and Managing Director, EMBARQ, The WRI Center for Sustainable Transport (2002-2010)

Co-founded and directed EMBARQ, the WRI Center for Sustainable Mobility, a distinguished program that catalyzed environmentally sustainable transport solutions to improve quality life in

A. Nancy Kete, PhD

cities in Mexico, Brazil, India, Turkey and the Andean region. EMBARQ is now the nucleus of WRI's Ross Center for Sustainable Cities.

Director, WRI Climate, Energy, and Pollution Program (1997-2002)

Directed WRI's Climate, Energy, and Pollution Program during lead up and follow-up to Kyoto Protocol. Contributed significantly to development of Clean Development Mechanism. Among other tools, under my leadership, we created Greenhouse Gas Measurement and Reporting Protocol and CAIT, among the most trusted sources of climate data available.

Deputy Office Director and Sr. Policy Analyst, U.S. EPA (1987-1997)

Led the development of the acid rain control title of the 1990 Clean Air Act Amendments, the first and as yet most successful application of market instruments for pollution control. Expert in U.S electric utility and fuel sectors.

Science Advisor for Environmental Affairs, U.S. Mission to the OECD (1993-1996)

Co-chaired joint working party on trade and environment amongst other work.

Qualifications

PhD, The Johns Hopkins University, Geography and Environmental Engineering, 1992
Bachelors, Geography, Southern Illinois University

Associations past and present

- Founding director and/or on boards of:
EMBARQ, The WRI Center for Sustainable Transport, el Centro de Transporte de Mexico, and the Centro de Transporte Sustentavel do Brasil
- The Lee Schipper Memorial Advisory Board
- Commissioner, National Transportation Policy Project of Bipartisan Policy Center
- Women in Clean Energy C3E Ambassador
- Trustee, MyStrongHome

Contact Information



Noelle Scoullar

From: carol_harris@comcast.net
Sent: Tuesday, March 9, 2021 4:02 PM
To: Noelle Scoullar; Nicole Tudor
Subject: Nancy Kete Application for CAC

Hello, All,

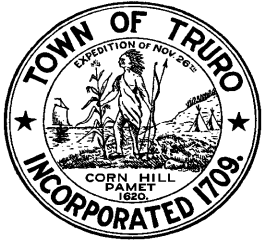
I strongly recommend that the Select Board approve Nancy Kete's application to join Truro's Climate Action Committee. Nancy has independently met with several committee members and has attended several meetings. She seems to be a good fit and she brings a wealth of professional climate experience to the team.

Please let me know if you have any questions.

Thank you,

Carol Harris
Chair, Climate Action Committee

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TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Damion Clements, Beach and Recreation Director

REQUESTED MEETING DATE: March 16, 2021

ITEM: Update on Beach and Recreation Department

EXPLANATION: Staff will present a proposal to install beach clean-up stations at all Truro Beaches. Ellery Althaus, owner of Salty Market, met with Beach & Recreation Director Clements and Public Works Director Cabral to propose a community-based initiative to install beach clean-up stations at all Truro owned beaches. These stations would hold specific bags to be used by beach goers to collect small trash.

FINANCIAL SOURCE (IF APPLICABLE):

IMPACT IF NOT APPROVED:

SUGGESTED ACTION: Discussion only

ATTACHMENTS:

1. Photo

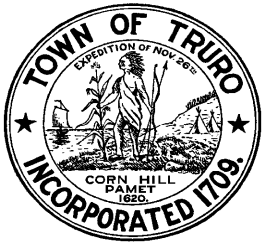
Truro Beach Clean-Up Stations



Width: approximately 9"
Length: approximately 17 ½"
Mounting: varied depending on location
Signage: minimal signage for aesthetics



-
- 18 x 20 mesh string bag.
 - Corded closure & shoulder strap.
 - Printed panel made from 100% recycled plastic bottles.
 - Elastic loop makes it easy to roll up and carry when not in use.
 - 100% of the profits from this product go towards funding our mission to bring awareness to our environment and help eliminate litter pollution – particularly plastic.
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TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Kristen Reed Vice-Chair and Susan Areson Clerk

REQUESTED MEETING DATE: March 16, 2021

ITEM: Committee Updates-Board of Health Chair Tracey Rose and Board of Assessor's Chair Bruce Boleyn

EXPLANATION: The Board of Health Chair Tracey Rose and Board of Assessor's Chair Bruce Boleyn will speak briefly with the Select Board Members on questions from the Board.

Name of Committee/Board:

Date of Presentation:

Number of Members:

Number of Vacancies:

Accomplishments for the past 12 months:

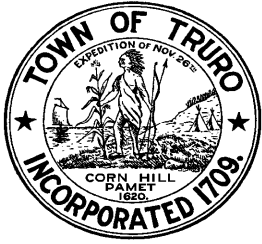
Goals for the next 12 months:

Status of goals:

Challenges in Achieving Goals:

Support required from the Select Board/Town Manager:

SUGGESTED ACTION: Discussion only



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: March 16, 2021

ITEM: Town Meeting Planning and Town Meeting Date

EXPLANATION: At the February 23, 2021 Select Board meeting, the Board changed the date of the Annual Town Meeting to May 1, 2021 to allow for an outdoor, spread out Town Meeting.

Section 2-1-2 of the Charter sets the date for the Annual Town Meeting on the last Tuesday in April. However, M.G.L. c. 39, §9 states that notwithstanding a Charter provision setting the date for the Annual Town Meeting, the Select Board may postpone the date of Town Meeting to any date on or before June 30th.

At the March 9, 2021 Select Board Meeting, I presented the FY2022 Proposed Budget which did not include any overrides, capital exclusions or debt exclusions, which would have required a vote at the ballot. Knowing that there are no ballot questions on the 2021 Election Warrant, the Board may wish to consider holding Town Meeting after the Annual Town Election to increase the likelihood of a warmer day and to avoid needing heaters and extra tents. Staff contacted the audio-visual company and they are available on June 26, 2021 (June 27, 2021 rain date). The other Saturdays in June are graduation dates and Juneteenth (a State-recognized holiday) and the audio-visual company is already booked for the other weekends in May.

The Annual Town Election will be held on Tuesday, May 11, 2021. Staff will request feedback from the Town Moderator and will report her recommendations at the Board's meeting if she is unable to attend.

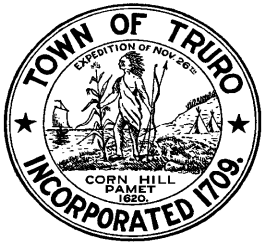
The Board may vote to change the date of Annual Town Meeting if they so choose and staff will continue to plan accordingly.

SUGGESTED ACTION: *MOVE that, pursuant to General Laws c. 39, Section 9, the Select Board set the date for the Annual Town Meeting as Saturday, June 26, 2021.*

OR

None.

ATTACHMENTS: None



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: March 16, 2021

ITEM: Review and Possible Vote on Town Meeting Articles

EXPLANATION: Some articles for the 2021 Annual Town Meeting Warrant are prepared for the Board to review and discuss. These articles include:

- Article 1: Authorization to Hear the Report of Multi-member Bodies
- Article 2: Authorization to Set the Salary of the Select Board
- Article 3: Authorization to Set the Salary of the Moderator
- Article 7: Council on Aging Revolving Fund
- Article 8: Authorization to Expend Funds in Anticipation of Reimbursement for State Highway Assistance Aid
- Article 10: Community Preservation Act
 - SECTION 1: CONTRIBUTION TO THE AFFORDABLE HOUSING TRUST FUND
 - SECTION 2: HOUSING CONSULTANT
 - SECTION 3: PRESERVATION OF HIGHLAND HOUSE MUSEUM PERMANENT COLLECTION
 - SECTION 4: EDGEWOOD FARM HISTORIC PRESERVATION PROJECT PHASE 5
 - SECTION 5: PUMA PARK ENHANCEMENT
 - SECTION 6: PAYOMET DRIVE-IN
 - SECTION 7: ADMINISTRATIVE SUPPORT
 - SECTION 8: OPEN SPACE RESERVE
 - SECTION 9: BUDGETED RESERVE
- Article 11: Authorization to Transfer Town Property to the Truro Conservation Trust (Originally slated for 2020 Annual Town Meeting)
- Article 12: Accept Deed in Lieu of Foreclosure—135 South Pamet Road
- Article 13: Amend General Bylaws, Chapter 3 Prohibitions on the Use and Sale of Balloons (Originally slated for 2020 Annual Town Meeting)
- Article 14: Amend General Bylaws, Chapter 3 Municipal Single-Use Plastic Bottle Ban (Originally slated for 2020 Annual Town Meeting)
- Article 15: Non- Binding Public Advisory Questions for Increased Security at Pilgrim Nuclear Power Station on Cape Cod Bay (Originally a 2020 Petitioned Article)
- Article 16: Resolution in Support of Changing the State Flag & Seal of Massachusetts (Originally

- a 2020 Petitioned Article)
- Article 17: Charter Amendment to Sections 3-1-1 and 6-4-2 (Originally a 2020 Petitioned Article)
- Article 18: Local Room Occupancy Tax Allocation (Originally a 2020 Petitioned Article)
- Article 19: Charter Amendment to Section 2-2-4 (Originally a 2020 Petitioned Article)
- Article 41: Reduction of Truro’s Net Greenhouse Gas Emissions to Zero by 2050 (Originally slated for 2020 Annual Town Meeting)
- Article 42: Advisory Vote on the Use of Automated Tabulator (Originally slated for 2020 Annual Town Meeting)

Town Counsel has reviewed and approved the form of these articles, with the exception of Article 18: Local Room Occupancy Tax Allocation, which will require the Board to change the article for it to be in legal form. If the Board opts to not vote to recommend these articles tonight, they may opt to vote to recommend at March 23, 2021 meeting. The remaining articles will be reviewed by Town Counsel and will be included for vote at the March 23, 2021 meeting. A draft warrant will be made available just prior to the meeting, which will include articles that have not been reviewed by Town Counsel. The Board may choose to discuss these articles at the March 16, 2021 meeting, although staff recommends that the Board wait to vote to recommend these articles until the legal review is complete.

The articles ready for review are attached. The form of vote is positive, motion to recommend, and will be recorded in the warrant as # of yes votes - # of no votes - # of abstentions in favor, e.g. 5-0-0 in favor. Once the votes are completed, they will be added to the warrant.

The order of the articles, as determined by the Select Board at the March 9, 2021 meeting are included.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: If votes to recommend are not complete prior to the warrant going to the printer, they will not appear in the 2020 Annual Town Meeting Warrant.

SUGGESTED ACTION: *Motion to recommend {insert article number here} as printed in the warrant.*

ATTACHMENTS:

1. 2021 Annual Town Meeting Warrant Articles Ready for Vote
2. 2021 Table of Contents, as approved on March 9, 2021
3. 2021 Draft Annual Town Meeting Warrant—TO BE PROVIDED ON MARCH 16, 2021

Annual Town Meeting – Saturday, May 1, 2021

**ARTICLES
1-3**

GREETINGS:

*In the name of the Commonwealth, you are hereby required to warn the inhabitants of the Town of Truro qualified to vote in town affairs, to meet at the Truro Central School, 317 Route 6, Truro, MA 02666, on **Saturday, May 1, 2021 at 10:00 AM**, then and there, to vote on the following articles:*

CUSTOMARY & FINANCIAL ARTICLES

Article 1: Authorization to Hear the Report of Multi-member Bodies

To see if the Town will vote to hear reports of any multi-member body, whose annual report was not published in the 2020 Annual Town Report, or take any other action relative thereto.

Requested by the Select Board

Select Board Recommendation			
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Article 2: Authorization to Set the Salary of the Select Board

To see if the Town will vote to determine and set the salary for the Select Board for Fiscal Year 2022 at \$3,000 per member for a total of \$15,000, or take any other action relative thereto.

Requested by the Finance Committee

Finance Committee Recommendation			
Select Board Recommendation			

Article 3: Authorization to Set the Salary of the Moderator

To see if the Town will vote to determine and set the salary for the Town Moderator for Fiscal Year 2022 at \$150, or take any other action relative thereto.

Requested by the Select Board

Finance Committee Recommendation			
Select Board Recommendation			

Article 7: Council on Aging Revolving Fund

To see if the Town will vote pursuant to Section 1.1.8 of the General Bylaws to set the spending limit for the COA Revolving Fund for Fiscal Year 2021 at forty thousand dollars (\$40,000); or to take any other action relative thereto.

Requested by the Town Accountant

Explanation: This is a customary article required by Massachusetts General Law that sets expenditure limits for the Council on Aging Revolving Fund.

Finance Committee Recommendation			
Select Board Recommendation			

Article 8: Authorization to Expend Funds in Anticipation of Reimbursement for State Highway Assistance Aid

To see if the Town will vote to appropriate all sums provided to the Town pursuant to the Chapter 90 Highway Assistance Program of the Massachusetts Department of Transportation for purposes consistent with said program; or to take any other action relative thereto.

Requested by the Town Accountant

Explanation: The amount of the Chapter 90 funds to be awarded to Truro by the State for FY 2022 is \$169,653.

Finance Committee Recommendation			
Select Board Recommendation			

COMMUNITY PRESERVATION ACT ARTICLES

Article 10: Community Preservation Act

SECTION 1: CONTRIBUTION TO THE AFFORDABLE HOUSING TRUST FUND

(Community Housing)

To see if the Town will vote to appropriate the sum of Fifty Thousand dollars and no cents (\$50,000.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue, to contribute to the Truro Affordable Housing Trust Fund, or take any other action relative thereto.

Requested by Truro Housing Authority

Explanation: If a fund of money is immediately available to the Housing Authority, then the Housing Authority will be able to make time to act on opportunities that would be lost if the Housing Authority had to wait for Town Meeting or beyond to request money for a legitimate Community Housing project.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

SECTION 2: HOUSING CONSULTANT

(Community Housing)

To see if the Town will vote to appropriate the sum of Twenty-five Thousand dollars and no cents (\$25,000.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue, to provide technical assistance to the Truro Housing Authority, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by Truro Housing Authority

Explanation: The Truro Housing Authority needs to continue receiving professional expertise in developing and implementing housing projects. The consultant will not be a full or part-time employee of the Town, but rather will work on particular projects on an “as needed” basis. These funds will be used for a consultant to continue to work on property acquisition, planning and educational programs on housing needs.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

SECTION 3: PRESERVATION OF HIGHLAND HOUSE MUSEUM PERMANENT COLLECTION

(Historical Preservation)

To see if the Town will vote to appropriate the sum of Eighteen Thousand, Seven Hundred, Eighty-four dollars and no cents (\$18,784.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for the preservation of items in the permanent collection of Highland House Museum, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Truro Historical Society

Explanation: More Highland House Museum permanent historic resources will be displayed in the main exhibition hall; the Miss Betsey Holsbery 1858 Walling Map of Cape Cod will be cleaned and conserved; photographs and documents will be restored; and several Truro artists' works are to be reframed and repaired.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

SECTION 4: EDGEWOOD FARM HISTORIC PRESERVATION PROJECT PHASE 5

(Historical Preservation)

To see if the Town will vote to appropriate the sum of Seventy-two Thousand, Five Hundred dollars and no cents (\$72,500.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for a fifth phase of restoration and preservation of three historic buildings at Edgewood Farm, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Truro Center for the Arts at Castle Hill

Explanation: A deed restriction has been completed to keep Edgewood Farm historically preserved in perpetuity. Phase 5 plans include replacement of wooden down spouts on all three buildings, upgrades for historic outdoor lighting, and restoration of one bathroom.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

SECTION 5: PUMA PARK ENHANCEMENT

(Recreation)

Annual Town Meeting – Saturday, May 1, 2021

**ARTICLE
10**

To see if the Town will vote to appropriate the sum of Forty-eight Thousand, Four Hundred, Five dollars and no cents (\$48,405.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for shade sails to protect areas of Puma Park, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Truro Commission on Disabilities

Explanation: This phase of the project will include installation of a safe and accessible surface under the adult exercise equipment and the purchase of shade structures to provide shelter from the full sun at Puma Park.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

SECTION 6: PAYOMET DRIVE-IN

(Recreation)

To see if the Town will vote to appropriate the sum of Twenty Thousand dollars and no cents (\$20,000.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for improvement of the Highland Center Drive-In stage for recreational use, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Payomet Center for the Performing Arts

Explanation: The Payomet request is for construction of a bandshell covering for the stage at the Highlands Center Ballfield Drive-In. This would protect performers and anyone using the stage from the elements and would allow programming to continue in all weather for an extended season.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

SECTION 7: ADMINISTRATIVE SUPPORT

To see if the Town will vote to appropriate the sum of Thirty-two Thousand, Five Hundred, Ninety-one dollars and no cents (\$32,591.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for the administrative expenses of the Community Preservation Committee, or take any other action relative thereto.

Requested by Community Preservation Committee

Explanation: The Community Preservation Act and the Truro Community Preservation Bylaws permit 5% of the projected Community Preservation Act surcharge revenue can be used for management of CPC operations, as well as for workshops, seminars, membership in the Community Preservation Coalition, printing, advertising and supplies and the like. Any money remaining at the end of the Fiscal Year will revert to the Community Preservation Act Undesignated Fund Balance.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	6	0	0

SECTION 8: OPEN SPACE RESERVE

To see if the Town will vote to appropriate the sum of Sixty-five Thousand, One Hundred, Eighty-one dollars and no cents (\$65,181.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue to reserve for the purpose of Open Space, or take any other action relative thereto.

Requested by the Community Preservation Committee

Explanation: The Community Preservation Act and the Truro Community Preservation Bylaws require 10% of the projected Community Preservation Act surcharge revenue be used for Open Space. This is the first year that there is no debt service or Open Space project request. The money will remain in reserve for future use.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	6	0	0

SECTION 9: BUDGETED RESERVE

To see if the town will vote to appropriate the sum of Three Hundred Nineteen Thousand, Three Hundred, Fifty-two dollars and no cents (\$319,352.00) as a Budgeted Reserve from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for such projects as may be recommended by CPC to Town Meeting, or take any other action relative thereto.

Requested by Community Preservation Committee

Explanation: After the 10% allotments for Community Housing, Historic Preservation and Open Space are made or reserved for those purposes, a balance of \$319,352 will be reserved for approved CPA projects in any category including Recreation by Town Meeting approval. Any money remaining at the end of the Fiscal Year will be assigned to the Community Preservation Act Undesignated Fund Balance.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	6	0	0

LAND CONVEYANCE ARTICLES

**TWO-THIRDS
VOTE**

Article 11: Authorization to Convey Town Property to the Truro Conservation Trust

To see if the Town will vote to transfer an .822-acre parcel located at 1 Pond Village Avenue (36-048) from the Tax Title Custodian to the Select Board, for the purpose of conveyance, including a conveyance to the Truro Conservation Trust, for nominal or no consideration, said land to be conserved as open space in perpetuity, and on such other terms and conditions as the Select Board shall determine; or take any other action relative thereto.

Requested by the Select Board

Explanation: This parcel is adjacent to 10 acres recently purchased by the Truro Conservation Trust (known as the “Twine Field” property) and across Pond Road from the Town-owned Pilgrim Park. The TCT has built publicly accessible trails and installed benches on the “Twine Field” property that has created a park-like setting to complement Pilgrim Park. The acquisition of this Town-owned parcel will enable the TCT to establish a permanent trailhead access on Pond Village Avenue and will expand the total amount of contiguous open space conserved in perpetuity for public use and wildlife habitat. This article was originally slated for the 2020 Annual Town Meeting but was deferred due to the COVID-19 pandemic.

Finance Committee Recommendation			
Select Board Recommendation			

Article 12: Accept Deed in Lieu of Foreclosure—135 South Pamet Road

To see if the Town will vote to accept a deed in lieu of foreclosure from Barbara R. Musnuff, or from the then current owner(s), pursuant to the provisions of G.L. Chapter 60, Section 77C, to a parcel of land identified as Assessors Map 48, Lot 7, said property described in a deed recorded with the Barnstable County Registry of Deeds in Book 2427, Page 117, located at 135 South Pamet Road, which is subject to tax takings held by the Treasurer/Collector for unpaid real estate taxes, said parcel to be under the care, custody, control and management of the Select Board for general municipal purposes, and to authorize the Select Board to accept and record the deed, provided the Select Board determines that the deed and the acceptance shall comply with the provisions of G.L. Chapter 60, Section 77C, or take any other action relative thereto.

Requested by the Select Board

Explanation: The home at 135 South Pamet Road was demolished in 2018 after storm impacts and migrating sand rendered it unstable. This article is the result of an agreement with the Musnuff family that will authorize the Select Board to accept the deed and accept ownership of the parcel.

Finance Committee Recommendation			
Select Board Recommendation			

GENERAL BYLAW ARTICLES

Article 13: Amend General Bylaws, Chapter 3 Prohibitions on the Use and Sale of Balloons

To see if the Town will vote to amend Chapter 3 of the General Bylaws by adding a new section as follows (new language shown in **bold underline**):

No person shall sell, use or distribute any type of balloon (including, and not limited to, plastic, latex or Mylar balloons) inflated with any type of lighter-than-air gas (including, and not limited to, helium gas). No person shall dispose of any balloon in any manner, including by release into the air, other than being contained in a plastic trash bag and transported to the Transfer Station.

This Bylaw may be enforced through any lawful means in law or in equity, including, but not limited to, non-criminal disposition pursuant to G.L. c. 40, §21D. If non-criminal disposition is elected, then any Establishment or individual violating any provision of this Bylaw shall be subject to the following penalties:

\$50.00 for first offense

\$100.00 for second offense

\$200.00 for third and subsequent offenses.

Each day that such violation continues shall be considered a separate offense.

or to take any other action relative thereto.

Requested by the Select Board

Explanation: This article would prohibit the sale, use, or distribution of helium (or similar) balloons, which often end up as litter on land or in the ocean and can be hazardous to animals and marine life.

Select Board Recommendation			
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Article 14: Amend General Bylaws, Chapter 3 Municipal Single-Use Plastic Bottle Ban
To see if the Town will vote to adopt the following as a general bylaw and to insert it into the Chapter 3 of the General Bylaws (new language shown in **bold underline**):

The purchase by the Town of Truro of either water or any other beverage in single-use plastic bottles of any size is prohibited and the sale of water or any beverage in single-use plastic containers is prohibited on town property.

Any Town department when engaged in public health and safety operations shall be exempt from this Bylaw.

Effective date: As soon as practicable but no later than September 1, 2020.

In the event of a declaration (by Emergency Management Director, or other duly-authorized Town, Commonwealth, or United States official) of an emergency affecting the availability and/or quality of drinking water for Truro residents the Town shall be exempt from this Bylaw until seven (7) calendar days after such declaration has ended.

or to take any other action relative thereto.

Requested by the Select Board

Explanation: A municipal plastic bottle ban was initiated in 2019 and has been adopted by 11 of the 15 towns in Barnstable County as of year-end 2019.

Select Board Recommendation			
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SELECT BOARD ARTICLES ORIGINATING FROM CITIZEN-PETITION

Article 15: Non- Binding Public Advisory Questions for Increased Security at Pilgrim Nuclear Power Station on Cape Cod Bay- Petitioned Article

Whereas, the high-level nuclear waste will remain at Pilgrim for decades or more in dry casks that present safety concerns, each holding half the radioactive cesium released at Chernobyl;

Whereas, the spent fuel pool remains full and is vulnerable to terrorist attack or accident that could cause radioactive contamination rendering our communities uninhabitable;

Whereas, due to lack of proper security on the property, there has been open access beyond the posted 'No Trespassing' signs to within line-of-sight of dry cases and spent fuel pool;

Whereas, during decommissioning, the Nuclear Regulatory Commission has abdicated its responsibility to protect the public by approving exemptions requested by new Pilgrim owner Holtec for reduced offsite liability insurance, cybersecurity, and offsite emergency planning;

Whereas, safety is a human right;

Whereas, citizens of the Town of Truro find this to be an unacceptable threat to our health and safety and must be resolved in the most timely manner;

Therefore, shall the people of the Town of Truro direct the local government to communicate to Governor Baker and the State Legislature to employ all means available to ensure that: (1) spent nuclear fuel is secured in better quality dry casks and hardened onsite, storage; and (2) spent fuel pool and casks are protected with heightened security to prevent intrusion in order to protect the health, welfare, and economic interests of the Town of Truro and its inhabitants and visitors?

or take any other action relative thereto.

Requested by the Select Board

Petitioner Comment: This was submitted by petition for consideration at Town Meeting for inclusion as a non-binding public advisory question for the 2020 spring Town Ballot.

Select Board Comment: This was submitted by petition for consideration at the 2020 Annual Town Meeting and can be considered by Town Meeting as a non-binding advisory vote. The Select Board voted at their August 25, 2020 meeting to include the 2020 Annual Town Meeting petitioned articles on a subsequent special or annual Town Meeting as Select Board articles.

Select Board Recommendation			
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**Article 16: Resolution in Support of Changing the State Flag & Seal of Massachusetts-
Petitioned Article**

To see if our Town, Truro, will support the following resolution to ask the governor to appoint a committee to change the Massachusetts State Flag, Motto, and Seal:

Resolution in Support of Changing the State Flag & Seal of Massachusetts

Whereas the history of the State of Massachusetts is replete with instances of conflict between the European Colonists and the Native Nations of the Region, who first extended the hand of friendship to the Colonists on their shores in 1620, and helped them to survive starvation during the settlers' first winters on their land;

Whereas members of the Native Nation for whom the State of Massachusetts is named were ambushed and killed by Myles Standish, first commander of the Plymouth Colony, in April of 1623, barely two years after the Pilgrims arrived on their shores;

Whereas the naked Colonial broadsword brandished above the head of the Native man on the Massachusetts State Flag and Seal is modeled over Myles Standish's own broadsword, borrowed from the Pilgrim Hall in Plymouth by the illustrator Edmund Garrett in 1884;

Whereas the belt binding the Native's cloak on the Flag and Seal is modeled after a belt worn by Metacomet, known to the English as King Philip, who was among the Wampanoag leaders who resorted to a mutually destructive war in 1675-76 in defense of Native lands against Euro-Colonial encroachment;

Whereas the proportions of the body of the Native man in the Flag and Seal were taken from a Native skeleton kept in Winthrop, the bow modeled after a bow taken from a Native man shot and killed by a colonist in Sudbury in 1665, and his features taken from a photograph of an Ojibwe chief from Great Falls, Montana, considered by the illustrator to be a "fine specimen of an Indian," though not from Massachusetts;

Whereas the history of relations between Massachusetts since Colonial times and the Native Nations who continue to live within its borders includes the forced internment of thousands of so-called "praying Indians" on Deer Island, in Boston Harbor, where they died by the hundreds of exposure in 1675, their subsequent enslavement in Boston, Bermuda, and the Caribbean Islands, the offering of 40 pounds sterling as bounty for the scalps of Native men, women and children in Massachusetts beginning in 1686, increased to 100 pounds sterling for the scalps of Native adult males by 1722, half that amount for Native women and children;

Whereas Native Nations within the boundaries of Massachusetts were kept in a state of serfdom, and their members legally considered incompetent wards of the state until the nonviolent action of the so-called Mashpee Rebellion of 1833 led to the granting of Native self rule by the Massachusetts legislature in 1834, as if the sovereign right of Native self-government was the Massachusetts legislature's to confer;

Whereas Native Americans were legally prohibited from even stepping foot into Boston from 1675 until 2004, when that law was finally repealed;

Whereas the 400th anniversary of the landing of the Euro-Colonists at Plymouth Plantation, which gave rise to the long chain of genocidal wars and deliberate policies of cultural

destruction against Native Nations of this continent, is approaching in the year 2020, affording every citizen of the Commonwealth a chance to reflect upon this history and come to a new awareness of a better relationship between the descendants of the Euro-Colonial immigrants and the Native Nations of the Commonwealth;

Whereas the land area now known as the Town of Truro shares a rich Native history with modern tribal Nations like the Mohican, the Abenaki, and tribal groups like the Sokoki and the Pocumtuck and the Wampanoag who frequented this area for thousands of years before the first colonial settlers arrived.

Now, therefore, BE IT RESOLVED that the Town of Truro hereby adopts this resolution in support of H.2776 and S.1877, a "Resolve Providing for the creation of a Special Commission relative to the Seal and Motto of the Commonwealth," and requests that Representative Paul Mark and Senator Jo Comerford continue their strong advocacy and support for the aforementioned Resolve (H.2776 and S.1877) in the General Court, and that the Joint Committee on State Administration and Regulatory Oversight, after holding a public hearing on the Resolve report it out favorably, and if the legislation shall pass that the governor shall sign it and work with members of the General Court to ensure its enactment.

or take any other action relative thereto.

Requested by the Select Board

Select Board Comment: This was submitted by petition for consideration at the 2020 Annual Town Meeting and can be considered by Town Meeting as a non-binding advisory vote. The Select Board voted at their August 25, 2020 meeting to include the 2020 Annual Town Meeting petitioned articles on a subsequent special or annual Town Meeting as Select Board articles.

Select Board Recommendation			
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TWO-THIRDS
VOTE

Article 17: Charter Amendment to Sections 3-1-1 and 6-4-2- Petitioned Article

Whereas the Truro Planning is currently an elected multi-member body;

Whereas the intent of this article is to change the Truro Planning Board to a Select Board appointed multi-member body;

Now, therefore, to see if the Town will vote pursuant to G.L. c.43B, § 10 to amend Sections 3-1-1 and 6-4-2 of the Town Charter as set forth below, with ~~strikethrough~~ text to be deleted and **bold underlined** text to be inserted:

3-1-1 *The membership of the following multi-member bodies shall be elected as follows:*

- A Moderator shall be elected for a three-year term.*
- A Board of Selectmen of five members.*
- A School Committee of five members.*
- ~~*A Planning Board of seven members.*~~
- A Board of Library Trustees of five members, notwithstanding the provisions of Section 10 of Chapter 78 of the General Laws.*
- A Housing Authority of four members in accordance with the General Laws.*
- A fifth member of the Housing Authority shall be appointed by the Commonwealth.*
- A Cemetery Commission of three members.*

6-4-2 *The regulatory multi-member bodies listed below shall be appointed by the Board of Selectmen in accordance with sections 4-3-2 and 6-2-6 of this Charter.*

- Board of Health*
- Board of Assessors*
- Conservation Commission*
- Zoning Board of Appeals*
- Planning Board**

or take any other action relative thereto.

Requested by the Select Board

Select Board Comment: This article was submitted by petition for consideration at the 2020 Annual Town Meeting. The Select Board voted at their August 25, 2020 meeting to include the 2020 Annual Town Meeting petitioned articles on a subsequent special or annual Town Meeting as Select Board articles.

Select Board Recommendation			
Charter Review Committee Recommendation			

Article 18: Local Room Occupancy Tax Allocation- Petitioned Article

To see if the Town will vote to amend its 4% local room occupancy excise under G.L. c. 64G, §3A by exclusively appropriating 2% of said funds to the Affordable Housing Trust Fund with the remaining 2% going to the General Fund, to take effect on July 1, 2021, or take any other action relative thereto.

Requested by the Select Board

Select Board Comment: This article was submitted by petition for consideration at the 2020 Annual Town Meeting. The Select Board voted at their August 25, 2020 meeting to include the 2020 Annual Town Meeting petitioned articles on a subsequent special or annual Town Meeting as Select Board articles.

Finance Committee Recommendation			
Select Board Recommendation			

TWO-THIRDS
VOTE

Article 19: Charter Amendment to Section 2-2-4- Petitioned Article

To see if the Town will vote to amend Section 2-2-4 of the Town Charter by adding new language as follows (new language shown **bold underline**), or to take any other action relative thereto.

2-2-4 *The Moderator shall appoint a Finance Committee in accordance with the provisions of Chapter 6. The Finance Committee shall act in an advisory capacity to the legislative branch, the Town Meeting. **The Moderator shall conduct an open search, selection and appointment process for candidates for new, renewing, and/or vacant seats for the Finance Committee. The Moderator will adhere to the procedures and practices used by the Select Board for appointed, members to Town committees and pursuant to General Law and to Chapter 6 of the Town Charter, as established and amended by Town Vote.***

Requested by the Select Board

Select Board Comment: This article was submitted by petition for consideration at Town Meeting.

Petitioner’s Comment: The Finance Committee serves an essential and significant role year-round in developing departmental and Town-wide budget(s) for approval annually at ATM Presently, members are appointed at the sole discretion of the Town Moderator in a private process. The public should have an opportunity to apply, make their skills and interests known to the Townspeople as well as the Moderator, and be subject to public interviews and transparent selection processes.

Select Board Recommendation			
Charter Review Committee Recommendation			

ADVISORY ARTICLES

Article 41: Reduction of Truro’s Net Greenhouse Gas Emissions to Zero by 2050

To see if the Town will vote to adopt the following policy objective:

Be it resolved that the Town of Truro recognizes that the climate emergency is leading to rising seas, deadly storms, floods, dangerous heat waves, prolonged droughts, wild fires, ocean warming and acidification, and other adverse consequences. This poses a threat to the health, safety, and economic security of the Town and its residents. The Town of Truro therefore adopts as its policy the objective of reducing Truro’s net greenhouse gas emissions to zero by 2050 at the latest, and requests the Select Board to direct all officers and departments of the Town to take such immediate measures within the scope of their respective responsibilities and authority as may be necessary and prudent to implement this policy,

or to take any other action relative thereto.

Requested by the Climate Action Committee

Climate Action Committee Comment: This policy builds on climate resolutions passed at the 2013 Annual Town Meeting (“The citizens of Truro commit ourselves to meeting our individual and collective responsibility in the face of the increasing climate crisis by adopting energy efficiency and conservation practices”), and at the 2019 Annual Town Meeting, establishing a Town of Truro Climate Action Committee.

Reaching net zero emissions is defined as eliminating all greenhouse gas emissions by all known means, and capturing the remaining emissions by various means, such as planting species known for their ability to capture and sequester these emissions.

Achieving net zero emissions will require all sectors of our community—government, businesses, and citizens—to work together toward that goal.

Select Board Comment: This was submitted by the Climate Action Committee for consideration at Town Meeting and can be considered by Town Meeting as a non-binding advisory vote.

Select Board Recommendation			
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Article 42: Advisory Vote on the Use of Automated Tabulator

To see if the Town will vote to recommend to the Select Board to discontinue the use of the hand crank ballot box system and begin using the ImageCast Precinct Optical Scan Tabulator, or to take any other action relative thereto.

Requested by the Select Board

Explanation: The Select Board is soliciting a recommendation from Town Meeting voters regarding the discontinuance of the hand crank ballot box and the use of an automated tabulator at future elections. This vote can be considered by Town Meeting as a non-binding advisory vote and will inform the Select Board so that they may vote on the method of vote counting in accordance with M.G.L. Chapter 54, Section 34. The ImageCast Precinct Optical Scan Tabulator is an automatic counting machine that will accept voters' hand-completed ballots and will tally votes for Election Officials. The tabulator provides a printed report of the votes, to be added to write in votes and unreadable ballots, prior to transmission by the current practices and certification of election results.

Select Board Recommendation			
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Annual Town Meeting – Tuesday, April 28, 2020

**ARTICLE
42**

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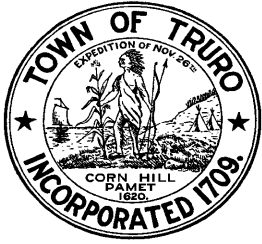
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TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: March 16, 2021

ITEM: Creation of Native Peoples Committee

EXPLANATION: The committee would identify, document, and recognize these important people in Truro's history in a way that would enhance the town and reflect community values.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED:

SUGGESTED ACTION: Establishment of the committee. Members of Truro Historical Society, Truro Historical commission and Truro Central School have already expressed interest.

ATTACHMENTS:

1. Request from the Truro Historical Society



Truro Historical Society
PO Box 486
Truro, MA 02666-0486
director@trurohistoricalsociety.org

Agenda Item: 6C1

November 24, 2020

Dear Truro Select Board,

We request that you place the following proposal on a future agenda:

Background: For the past year Lauren Kaufmann, Director of Highland House Museum; Maura Coughlin, Professor of Art History at Bryant College, Providence RI; and Helen McNeil-Ashton, VP for Collections at the Truro Historical Society, have been organizing an exhibition about the Payomets, the Nausets, and the Wampanoag Nation from the earliest times to the present, initially meant to take place on the 400th anniversary of the Pilgrim exploration of the lands of the Payomet. (To our knowledge Truro is the only Cape Cod historical museum planning to cover the entire history of the Wampanoag people.) An Advisory Panel of Wampanoag scholars and creatives has been set up to ensure accuracy and sensitivity. This research has made us aware of the long, rich history of the Payomets in Truro and also conscious of how little this history is visible in the Town of Truro.

Proposal: We ask the Select Board to establish a Native Peoples Committee that could include one representative or liaison from: Truro Select Board, Wampanoag Nation, Truro Historical Society, Truro Historical Commission, Truro Central School and others as appropriate. We ask that the Committee be instructed to consider and determine how best to implement proposals such as the following:

1. Establish an informational plaque at the crossing of the Pamet so that visitors and residents can learn more about the Payomet people, after whom the river was named. In addition, place other informational plaques at locations known for Native American history.
2. Promote education about the early history of Truro and its Native population.
3. Seek funding to commission a sculpture honoring the Payomets/Wampanoags to stand on town property, perhaps in the vicinity of the plaque commemorating the Pilgrims at Corn Hill. The current widespread national movement to honor dispossessed or oppressed peoples is being supported by large foundations, such as the Mellon Foundation's Monuments Project that has designated \$250 million for grants towards new monuments <https://mellon.org/initiatives/monuments/>.
4. Consider naming some Truro Streets after Native place names or people. For example, the area around Highland House Museum and Cape Cod Light was known traditionally as Tashmuit.

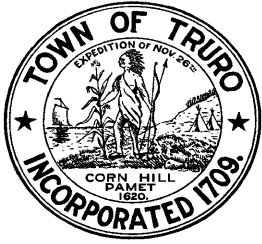
Conclusion: The Native Peoples Committee would be mandated to identify, document, and recognize this important period of Truro's history. These proposed actions are "only" symbolic; symbols, however, influence and then reflect social systems and belief systems. It is important for the Town to honor and remember its dispossessed original inhabitants and the surviving Wampanoag Nation through a variety of actions that would enhance the town and reflect the values of our community.

Thank you for your consideration.

Sincerely,

Helen McNeil-Ashton, VP for Collections, Truro Historical Society
Lauren Kaufmann, Director, Highland House Museum

The Board of the Truro Historical Society: Jim Bisceglia, Maura Coughlin, Pam Fichtner, Ron Fichtner, Susan Howe (President), Susan Kurtzman, Richard Larkin, Alexandra MacDonald, Helen McNeil-Ashton, Dave Spang, Jim Summers, Barbara Wohlgemuth



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Ellen Anthony, Truro Resident

REQUESTED MEETING DATE: March 16, 2021

ITEM: Review and Approve Addition of Indigenous Land Acknowledgment at the Start of Town Meeting

EXPLANATION: Ellen Anthony, Truro Resident, is asking to read a proposed Land Acknowledgment at the beginning of every Town Meeting. Other municipalities and institutions have begun this practice as a way to redress the history of the indigenous people of Truro.

MIT has been collaborating with Wampanoag people on a language reclamation project and has taken up this practice at all public meetings, the example for Truro is below.

"The Town of Truro acknowledges Indigenous Peoples as the traditional stewards of the land, and the enduring relationship that exists between them and their traditional territories. The land on which we sit is the traditional unceded territory of the Wampanoag Nation. We acknowledge the painful history of genocide and forced occupation of their territory, and we honor and respect the many diverse indigenous people connected to this land on which we gather from time immemorial."

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED:

SUGGESTED ACTION: ***MOTION TO** begin Town Meeting with a Land Acknowledgement, with the approval of the Town Moderator.*

ATTACHMENTS: None



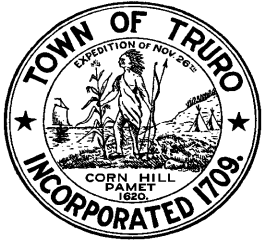
TOWN OF TRURO

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. Grant Administrator Contract Bailey Boyd Associates
 - 2. Cloverleaf Community Housing Water Main Extension
- B. Review and Approve 2021 Business Licenses: None
- C. Fred Gaechter, Climate Action Committee Full Member to Alternate
- D. Review and Approve Select Board Minutes: January 26, 2021



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: March 16, 2021

ITEM: Approval of the **FY20** Community Development Block Grant (CDBG) Administration Agreement with Bailey Boyd Associates

EXPLANATION: A Request for Proposals (RFP) for the FY20 CDBG Grant Administration was duly advertised and opened on February 12, 2021. Bailey Boyd Associates was the only respondent. Bailey Boyd Associates has provided this service for many years and does an excellent job resulting in no issues with the State on the management of this grant.

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

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

SUGGESTED ACTION: MOTION TO *approve the FY2020 CDBG Grant Administration Agreement with Bailey Boyd Associates and to authorize the Chair to sign.*

ATTACHMENTS:

1. Grant Administration Contract and Notice of Award

AGREEMENT

BY AND BETWEEN

TOWN OF TRURO

AND

BAILEY BOYD ASSOCIATES, INC.

THIS AGREEMENT, was made as of the 16th day of March, 2021 by and between the Town/City of Truro, Massachusetts (hereinafter referred as the MUNICIPALITY) and Bailey Boyd Associates, Inc. hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

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

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

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

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

2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of Truro, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.

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

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Darrin Tangeman, Town Manager. TELEPHONE .

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

REPORT: Quarterly Reports

DATE DUE: Fifteen Days after the close of each quarter

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

The CONSULTANT shall use its best efforts to ensure that it will not knowingly use funds under this contract to purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the CONSULTANT shall alert the MUNICIPALITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about March 18, 2021 and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by December 31, 2021.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed One Hundred Seventy Five Thousand Five Hundred Dollars (\$175,500), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

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

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

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

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

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

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

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. The CONSULTANT shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law.

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

8.7 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11478, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the

HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 526.

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

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

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

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

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

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

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

12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

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

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause DHCD, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

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

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

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

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

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

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

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

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

Certificate of Tax Compliance	
Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.	
Contractor: By: <u>Alice B Boyd</u> President, Bailey Boyd Associates, Inc.	3/12/2021
<small>(signature of authorized representative & title)</small>	<small>(date)</small>

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

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

Approvals and Signatures

By: TOWN/CITY OF TRURO:	By: CONSULTANT
	<i>Alice B Boyd</i> 3/12/2021
<small>Authorized Signatory Date</small>	<small>name Date</small>
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
<small>Town/City Accountant Date</small>	<small>Town Counsel/City Solicitor Date</small>
<u>Approval of Contract as to Appropriate Procurement Method</u>	
<small>Town/City Procurement Officer Date</small>	

ATTACHMENT A: SCOPE OF SERVICES **GRANT ADMINISTRATOR**

The Grant Administrator shall perform the necessary administrative services as presented in the Town's FY 20 CDBG Application activity and RFP for grant administration. These services will include:

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

CHILDCARE SUBSIDY PROGRAM

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

ATTACHMENT B: GRANT ADMINISTRATION BUDGET

TRURO FY20 CDBG Grant Administration			
Personnel:	Grant Administration	Childcare Subsidy	Total
Grant Administrator	\$48,000	\$0	\$48,000
Fiscal Administrator	\$36,500	\$0	\$36,500
Clerk	\$6,000	\$4,500	\$10,500
Childcare Subsidy Program Manager	\$0	\$23,500	\$23,500
Childcare Subsidy Program Coordinator	\$0	\$8,400	\$8,400
Taxes & Fringe:			
Grant Administrator	\$16,320	\$0	\$16,320
Fiscal Administrator	\$12,410	\$0	\$12,410
Clerk	\$420	\$315	\$735
Childcare Subsidy Program Manager	\$0	\$5,640	\$5,640
Childcare Subsidy Program Coordinator	\$0	\$588	\$588
Total Personnel	\$119,650	\$42,943	\$162,593
Program Delivery:			
Memberships/Publications	\$320	\$100	\$420
Training & Education	\$450	\$42	\$492
Travel	\$2,300	\$450	\$2,750
Accounting/disbursements	\$0	\$0	\$0
Legal Services	\$200	\$100	\$300
Advertising	\$90	\$200	\$290
Printing	\$230	\$300	\$530
Communications	\$1,700	\$350	\$2,050
Supplies & Materials	\$460	\$390	\$850
Maintenance & Repairs	\$400	\$0	\$400
Audit	\$0	\$0	\$0
Computer & related expenses	\$1,200	\$400	\$1,600
Equipment	\$0	\$0	\$0
Professional Services	\$0	\$225	\$225
Application Preparation (FY19)	\$3,000	\$0	\$3,000
Total Program Delivery	\$10,350	\$2,557	\$12,907
TOTAL PRICE PROPOSAL	\$130,000	\$45,500	\$175,500

FY20 Application Preparation: \$3,000

Project start-up: approximately \$10,210 based upon salaries and reimbursable costs

- grant start-up which includes procurement of sub-grantee, sub-grantee and administration contracts, completion of special conditions, preparation and advertisement of environmental review, preparation and payment for publication of legal notices, meetings with town staff including town manager, accountant and treasurer, training of sub-grantee staff, review of all program regulations, marketing materials and documentation including applications, self-declarations, etc., review of program content and schedule, request for release of funds, project start-up including initial procurement and initial set up of OCDGMS system

Staff responsible: Grant Administrator, Fiscal Administrator, Childcare Subsidy Coordinator, Childcare Subsidy Program Manager, Clerk

Monthly grant administration: \$10,325 per month for 15 months (approximation, based upon salaries and monthly reimbursable costs)

- daily phone call(s) with sub-grantee to resolve program issues, marketing and client questions. Weekly meetings with sub-grantee to include review of client matrix, oversight of all program activities, review and approval of all case files previous to closings, review of marketing, income qualification, beneficiary coordination, consultant procurement, and all other program implementation and follow-up issues
- daily or weekly input to OCDGMS system
- formal quarterly monitoring of sub-grantee to include review of all written materials and program files
- coordination of quarterly reports
- review and submission of any program amendments or extensions
- set up, advertise, and coordinate interim public hearing
- monthly audit of bank account
- monthly drawdown, tracking of funds and preparation of warrant request for program funds
- coordination and representation in all funding source monitoring
- participation in town audit of grant programs
- completion of bid documentation, program procurement, hiring, and all other

documentation required by the funding source or the Town

- oversight and implementation of grievance procedure
- report to all participating Select Boards at least twice during the grant period meeting with Town Administrator monthly regarding program issues
- meetings with local housing committees regarding program
- day-to-day operation of childcare subsidy program
- completion and/or oversight of all other administrative and program issues.

Staff responsible: Grant Administrator, Fiscal Administrator, Childcare Subsidy Coordinator, Childcare Subsidy Program Manager, Clerk

Project close-out: \$10,410 (approximate, based upon salaries and final reimbursable costs)

- Final close-out of program including all funding source requirements and final monitoring of program
- Participation in town audit for two fiscal years

Staff responsible: Grant Administrator, Fiscal Administrator, Childcare Subsidy Coordinator, Childcare Subsidy Program Manager, Clerk

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



TOWN OF TRURO

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

March 3, 2021

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

Re: Notice of Award for FY20 CDBG Grant Administration

Dear Ms. Boyd,

I am happy to inform you that the Town of Truro has accepted your request for proposal for Grant Management Services for FY20 CDBG Grant Administration. This item will be placed on the March 16, 2021 meeting Agenda of the Select Board.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the owner within 5 days. Dated this 3rd of March 2021.

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

Thank you for your interest in the Town of Truro.

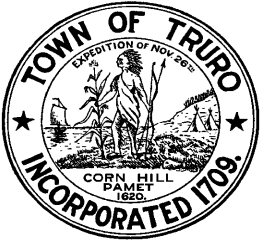
Sincerely,

Darrin K. Tangeman
Darrin Tangeman
Town Manager

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Bailey Boyd Associates, Inc.
this the 3rd day of March, 2021.

By Alice B Boyd
Title President, Bailey Boyd Associates, Inc.
Employer Identification Number 26-4419902



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Public Works

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: March 16, 2021

ITEM: Cloverleaf Watermain Contract

EXPLANATION: Staff opened the invitation for bid in accordance with State procurement laws for the watermain extension project that will provide service to the Cloverleaf Community Housing area located at 22 Highland Rd. The project will be funded by the MassWorks Infrastructure Grant received in 2019. The selected bidder provided the most responsible responsive bid and the grant will cover the full cost associated with the price proposal. An award letter was sent to DIG IT Construction. The Board will need to grant approval to the Town Manager to sign the contract.

FINANCIAL SOURCE (IF APPLICABLE): MassWorks Infrastructure Grant

IMPACT IF NOT APPROVED: Project delay

SUGGESTED ACTION: *MOTION TO authorize the Town Manager to sign the watermain contract with DIG IT Construction.*

ATTACHMENTS:

1. Watermain contract

AGREEMENT

CLOVERLEAF COMMUNITY HOUSING WATER MAIN EXTENSION
TRURO, MA

SECTION 00500

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AGREEMENT

SECTION 00500

TOWN OF TRURO, MASSACHUSETTS

AFFORDABLE HOUSING WATER MAIN EXTENSION

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2021 by and between the Town of Truro, Massachusetts, acting by and through its Town Manager, duly authorized therefore, who acts herein solely for said Town and without personal liability to itself, and (hereinafter called OWNER) Dig It Construction, LLC (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. WORK

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010, SUMMARY OF WORK.
- 1.2 The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications and plans; said plans are signed and accompany this Contract and these specifications, and are intended to complement each other. Any work appearing in or upon the one and not mentioned in the other shall be executed according to the true intent and meaning of said specifications and plans, the same as though the work was contained and described in all and as reasonably implied by the plans.
- 1.3 In general and without limitation the work includes but is not limited to the installation of a water main extension through a MassDOT State Highway Layout (SHLO) and a wooded 4-acre parcel, including limited clearing and grubbing and site work, 1,400 linear feet of 12-inch water main, 1,500-linear feet of 8-inch water main, horizontal directional drilling under Route 6, site specific erosion controls, and all necessary appurtenances and incidentals to complete the work. The work shall also include temporary and final trench pavement.

ARTICLE 2. ENGINEER

- 2.1 The Project has been designed by Environmental Partners Group, Inc., 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIMES

- 3.1 All Construction must be complete by June 30, 2021 and substantially complete by June 18, 2021. This timeline is central to project success. The Town of Truro's funding through a MassWorks grant requires this completion date. Additionally, all work within the MassDOT SHLO must be completed by May 28th, 2021, including all required paving.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand dollars (\$1,500) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.

ARTICLE 4. CONTRACT PRICE

- 4.1 The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as follows:

For unit price items, the extended total resulting from the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal herein referred to as Section 00301 BID FORM dated February 8, 2021. The total of the Bid Proposal accepted by the Town is: Six Hundred Twenty Eight Thousand Sixty One Dollars and Seventy Cents (\$628,061.70).

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 For unit price bid items the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal constitutes the extended total for payment. The extended total is the unit price times the quantity indicated. An adjustment of the unit price bid for an item in the proposal will only be considered if the actual quantity furnished and installed is greater than 25% above or below the estimated quantity. Said adjustment will only be applicable to that measured quantity which is 25% above or below the estimated quantity. For Lump Sum items suitably installed and completed the lump sum amount listed in the accepted bid proposal constitutes the total for payment.
- 5.2 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, and in accordance with the applicable Massachusetts General Law during construction. All such payments will be measured by the schedule of values established in 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.3 Progress payments will be made in an amount equal to 95 percent of Work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 15.01 of the General Conditions.

- 5.4 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.D.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Article 5 of the General Conditions. CONTRACTOR accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in 5.03 of the General Conditions. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Invitation to Bid.
- 7.2 Instructions to Bidders.
- 7.3 CONTRACTOR's Bid Proposal.
- 7.4 This Agreement.
- 7.5 Exhibits to this Agreement.
- 7.6 Performance, Payment, and other Bonds.
- 7.7 General Conditions EJCDC Document C-700, 2013 Edition.
- 7.8 Supplementary Conditions.
- 7.9 Specifications as listed in table of contents thereof.
- 7.10 Drawings consisting of a cover sheet and sheets numbered G-1, G-2, C-1 through C-5, CD-1, CD-2, and TMP-1 through 5 dated January 2021 with each sheet bearing the following general title:
- “Cloverleaf Community Housing Water Main Extension”
- 7.11 Addenda numbers 1 to 3 , inclusive.
- 7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction

may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.5 Prior to execution of this Contract, the Contractor shall provide the documented direct labor markup to establish the Direct Labor Cost percentage for Change Orders as required in Construction Grant Policy Memorandum No. CG-10. The Direct Labor Cost Percentage is 30.21% (to be filled in by the Contractor).
- 8.6 The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.
- 8.7 The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of chapter 151E of the Massachusetts General Laws.
- 8.8 All contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under MGL Chapter 30 section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 percent.

IN WITNESS WHEREOF, the parties hereto have caused these documents to be signed and sealed on the day and year first above written.

Tara McFarland _____

CORPORATE SEAL

By: Tara D. McFarland

Incorporated in the State of Massachusetts

President: Kerry Sullivan

If a Corporation:

Treasurer Paul P. Sullivan

Secretary N/A

In accordance with M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Town Administrator has been authorized to execute the Contract and approve all requisitions and change orders.

LGU Auditor/Accountant Certification:
"Pursuant to M.G.L. c.44, s31C, I certify that an appropriation has been made in the total amount of the contract."

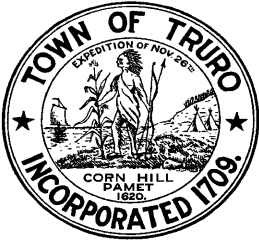
Town Accountant

Date

Darrin Tangeman, Town Manager

END OF SECTION 00500

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TOWN OF TRURO

Select Board Agenda Item

BOARD/COMMITTEE/COMMISSION: Climate Action Committee

REQUESTOR: Carol Harris, Chair

REQUESTED MEETING DATE: March 16, 2021

ITEM: Approval of Appointment to the Climate Action Committee for Alternate Membership

EXPLANATION: Fred Gaechter has served on the Climate Action Committee since the Committee’s inception in 2019. He currently serves as a full member. He would like to continue to serve on the Committee but instead as an Alternate member, a one-year term.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Mr. Gaechter will continue to serve as a full member keeping the full vacancy membership to one instead of two full member vacancies.

SUGGESTED ACTION: *Motion to appoint Fred Gaechter as an Alternate one-year term expiring June 30, 2021 on the Climate Action Committee.*

ATTACHMENTS:

- 1. Application to Serve-Chair’s Request



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: Alfred Gaechter | HOME TELEPHONE: [REDACTED]

ADDRESS: | WORK PHONE : |

MAILING ADDRESS: PO Box 729, N. Truro 02652 | E-MAIL: [REDACTED]

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

SPECIAL QUALIFICATIONS OR INTEREST: I am currently a full member of the Committee and wish to become an Alternate to the Committee instead. My personal situation requires this change and its flexibility. I remain committed to the mission of the Committee and the other members have endorsed this request, thereby, enabling me to continue as an active/contributing participant.

COMMENTS: |
|
|
|

SIGNATURE: | DATE: 3/11/2021

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

SIGNATURE: | DATE: |

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

RECEIVED
By Nicole Tudor at 12:13 pm, Mar 11, 2021

From: [REDACTED]
To: [Nicole Tudor](#); [Noelle Scoullar](#)
Cc: [FRED GAECHTER](#); [Stephanie Rein](#); [Emily Beebe](#)
Subject: CAC: Member Change
Date: Friday, March 5, 2021 10:04:16 AM

Hi, Everyone,

Fred Gaechter has asked to become the alternate member of the Climate Action Committee instead of a regular member. The CAC discussed and agreed to this yesterday.

Let me know if there's anything I need to do or if you need any additional information.

Thanks,

Carol

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

**Truro Select Board
Tuesday, January 26, 2021
Remote Meeting**

Select Board Members Attending: Robert Weinstein, Chair; Kristen Reed Vice-Chair, Susan Areson Clerk, Jan Worthington, and Stephanie Rein

Attending: Town Manager Darrin Tangeman; Assistant Town Manager Kelly Clark; Planning Board Members: Chair Anne Greenbaum, Steve Sollog, Jack Reimer, Paul Kiernan, Bruce Boleyn, and Peter Herridge.

TRURO SELECT BOARD

Select Board Chair Robert Weinstein opened the Select Board Meeting at 5:00PM
He introduced the Board and guests to the meeting.

Public Comment

Emily Beebe, Health and Conservation Agent, reported that Phase II of the Covid-19 vaccine distribution starts February 1st for individuals 75 years of age and older. Those 65 years and older will be in the 2nd group, as well as those with co-morbidities. She stated concern about the number of people trying to get the vaccine. The County is trying to start clinics County-wide for the distribution of the vaccine. The County will not be registering people until they have vaccine doses. Agent Beebe wanted to caution members of the public that the vaccine is not on the Cape for distribution yet. Truro is planning for distribution with its neighbors, Wellfleet, Provincetown, and Eastham. She asked members of the public to sign up on the ALERTruro system for information. This system will be used to dispense information to the public in addition to the website.

Helen MacNeil-Ashton reported that the Historical Society sent the members of the Select Board a letter proposing that a Native People's Committee be established in Truro and asked that this request considered at a future Select Board meeting.

Betty Gallo thanked the Select Board for the recent transfer of \$50K from the Housing Trust Fund. She spoke of the application that people can complete for assistance for housing expenses. There are Case Managers through the Homeless Prevention Council. Contact the Homeless Prevention Council at 508-255-9667.

Public Hearings-None

Health and Conservation Agent, Emily Beebe, asked to state one more piece of information for the public. She reported that Stop and Shop is registering people 75+ years and older online for the vaccine.

JOINT MEETING WITH THE PLANNING BOARD

Interview of Applicant for Vacancy and Possible Vote on Filling Vacancy: Richard Roberts

Chair Weinstein stated that this joint meeting with the Planning Board is done in compliance with MGL Chp.41 §81A. The Town Charter is silent on the process for filling a vacancy for an elected body. He read from the section of 81A.

Anne Greenbaum opened the joint meeting with the Planning Board. She stated that her comments are in the Select Board packet. Richard Roberts gave a brief overview of his background, career, and interest in the Planning Board. He thanked the Boards for their opportunity to meet with him. Chair Weinstein thanked Mr. Roberts for his willingness to serve. Planning Board Member Kiernan asked Mr. Roberts for confirmation on his certification as a Professional Engineer. Mr. Roberts confirmed his certification. Select Board Member Worthington thanked Mr. Roberts for applying. Planning Board Member Boleyn read a statement to Mr. Roberts and thanked him for serving.

Select Board Vice-Chair Reed asked Mr. Roberts to speak on his opinion on development and affordable housing in Truro. Mr. Roberts felt that affordable housing is an important issue for the town to be pursuing actively. He stated some concerns about density and felt the ZBA covered the concerns over the last year. Mr. Roberts responded that his firm in New Hampshire did work on affordable housing projects. He also volunteered for Habitat for Humanity in Manchester, NH. Planning Board Member Sollog asked why he wanted to serve on the Planning Board. Mr. Roberts responded with familiarity in affordable housing, alignment design, roadway design, and building structures. All would assist the town of Truro. He added that he has worked in renovation and new construction as well. Planning Board Member Sollog noted that Truro has had difficulty keeping a permanent Town Planner.

Select Board Clerk Areson spoke of the controversial regulations that the Planning Board has taken up over the years: House Size Bylaw and Zoning for the Craft Cooperative Marijuana growers. She asked if the applicant had thought of any proposed regulations for the Planning Board. Mr. Roberts' reply cited the extension segments of the Zoning Bylaw including windmills, and house size in the National Seashore. He responded further that he would like to see that townwide. Select Board Clerk Areson commented that the house size limit did pass at Town Meeting. She thanked Mr. Roberts for his interest.

Mr. Roberts hoped that the Cape Cod National Seashore Advisory Commission meetings were going to start up soon. Planning Board Member Herridge spoke to the beauty of Truro and felt Truro in the modern day has become overdeveloped. He asked the applicant to speak to the beauty of the town and the risk of overdevelopment. Mr. Roberts agreed to its beauty and preservation with the protection of the National Seashore. Planning Board Member Herridge noted requests to build on lots that probably shouldn't be built on. He asked Mr. Roberts if development should be encouraged or limited. Mr. Roberts commented on the limit of building permits for homes which has not been reached over the years. He felt that consideration of condo conversions was equally important when considering limited resources. Planning Board Member Herridge asked Mr. Roberts if he was aware of the nitrates in the well water in Truro.

Select Board Member Rein asked what interpersonal skills the applicant possessed. Mr. Roberts responded that as Vice-President of the Engineering Firm where he worked for 23 years, he worked closely with municipalities. Planning Board Member Jack Reimer asked Mr. Roberts,

who served on the City of Manchester, NH Building Board of Appeals Board, about the steps of the Board's review. Mr. Roberts responded on the process and thanked everyone for their time.

Chair Weinstein thanked Mr. Roberts for his research and asked that he look at documents from the Department of Housing and Community Development (MGL 41 §81A-81GG). He asked that Mr. Roberts speak to future goals and objectives of the combination of growth and development and what role this regulatory body plays in that. Mr. Roberts responded that he would like to see the development of Route 6. He further explained the mix of commercial building types along Route 6 and the need for more choices and options for internet access if more people are to move to Truro full time.

Select Board Chair Weinstein asked for a Motion. Select Board Member Worthington moved to appoint Richard Roberts to the Planning Board for a term ending at the 2021 Annual Town Election. Select Board Member Areson Seconded the Motion.

Roll Call Vote: Jan Worthington-Aye, Kristin Reed-Aye, Susan Areson-Aye, Stephanie Rein-Aye, Robert Weinstein-Aye. Planning Board Vice-Chair Sollog-Aye, Jack Reimer-Aye, Bruce Boleyn-Aye, Anne Greenbaum-Aye, Paul Kiernan-Aye, and Peter Herridge-Aye. Motion Passes 11-0-0.

Planning Board Chair Greenbaum called for a motion to adjourn. So moved, Planning Board Member Boleyn. Seconded by Planning Board Member Kiernan. Planning Board Vice-Chair Sollog-Aye, Jack Reimer-Aye, Bruce Boleyn-Aye, Anne Greenbaum-Aye, Paul Kiernan-Aye, and Peter Herridge-Aye. Motion Passes 6-0-0.

BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE

STAFF UPDATES NONE

TABLED ITEMS NONE

SELECT BOARD ACTION

Discuss, Review and Approve that Truro join the Global Covenant of Mayors

Carol Harris, Climate Action Committee (CAC) Chair, explained that the Global Covenant of Mayors provides support to member towns to develop ambitious and equitable climate action plans in line with the Paris Climate Accord Agreement. In the Charge of the CAC, there is mention that the Committee follow the US Mayor's Cities Climate Protection Agreement which will roll into the Global Covenant of Mayors. She explained the technical assistance that will be supported. In order to receive the support, the Committee has to become a member and complete a Climate Action Plan. She felt significant support will go towards developing the greenhouse gas inventory. There is no cost to join and it is a worldwide organization. Select Board Vice-Chair Reed reviewed the website of the Global Covenant of Mayors. She found the website to be very thorough and thanked Carol for her work. Select Board Member Rein also endorsed the request and felt that this organization would be fully supportive of the works of the Climate Action Committee. Chair Weinstein also thanked the Climate Action Committee for their efforts. Select Board Member Areson also thanked the Committee.

Select Board Areson moved to approve the Global Covenant of Mayors and authorize the Chair to sign the application. Seconded by Select Board Member Rein. Motion passes, 5-0-0.

Review and Approve Corn Hill Conservation Restriction

Fred Gaechter, on behalf of Truro Conservation Trust, welcomed and thanked the new Town Manager. He thanked staff for assisting with the oversight of the Conservation Restrictions revisions with Town Counsel. The Town must hold the Conservation Restriction while the Trust owns the land. It has been approved by the Conservation Commission, the Trust, and the Commonwealth.

Select Board Vice-Chair Reed asked if there will be a new tenant decision after the 30-year lease has ended. The lease would be extended to Castle Hill Center for the Arts if they were still interested in the property, pending the condition of the building. Chair Weinstein asked about Castle Hill Center for the Arts ability to maintain the property over the coming years. The Trust was informed that the summer rentals they received would be adequate to maintain the building. Mr. Gaechter commented that there is a septic upgrade on the property.

Select Board Clerk Areson moved to approve the Conservation Restriction from the Truro Conservation Trust to the Town of Truro acting by and through its Conservation Commission in the public interest pursuant to section 32 chapter 184 of the General Laws of Massachusetts. Seconded by Vice-Chair Reed. Motion passes, 5-0-0.

Discussion Regarding Annual Town Report Dedication and Cover for 2020

Town Manager Tangeman reported staff makes suggestions annually to the Select Board for the dedication and theme of the Town Report. He mentioned previous themes on past reports. This year, the recommended theme is to recognize all health and health care workers and first responders for their efforts during the Covid-19 Pandemic and to dedicate the report to Cynthia Slade for her decades of service to the Community as Tax Collector/Clerk/Treasurer. Select Board Member Worthington asked that a list of those that passed could be distributed to the Board as those people are listed in the report *In Memoriam*.

Select Board Clerk Areson spoke in support of the theme and dedication. Select Board Member Worthington contributed that a cover could be a photograph collage of the home-made signs that were throughout town in support of the First Responders. Select Board Vice-Chair Reed endorsed the theme and dedication and asked if the reference to health workers was referring to the Board of Health members and she also endorsed honoring Cynthia Slade. She asked that there be a policy moving forward for the decision of dedications and themes of the report. She wished to submit a list of people she would like mentioned *In Memoriam* including those that retired in the last year that served the community. Select Board member Rein agreed with her colleagues. She felt that the employees as a whole stepped up to the plate. Select Board Chair Weinstein felt that it was appropriate to dedicate the book to First Responders and all the staff that have made it possible in this community to move forward and, in particular, to honor the decades of service of Cynthia Slade. He felt that the Board should develop a policy regarding future dedications. He was thankful to Select Board Member Worthington for her suggestion of a cover.

Susan Howe, President of the Historical Society remarked on their project, *Reflections on the Pandemic*. The collage was turned into a poster that was part of the exhibition and is now part of the permanent collection at Highland House Museum. The Chair had a brief conversation with his colleagues regarding the heart signs during the height of the Pandemic.

Select Board Clerk Areson moved to approve the cover and the theme for the 2020 Annual Town Report for First Responders and Health Care workers for their efforts in 2020, and to dedicate the report to Cynthia Slade for her decades of service as the Town Clerk Treasurer and Tax Collector. Select Board Vice-Chair Reed Seconded the Motion.

Select Board Member Worthington asked if Police, Fire, staff at Town Hall and DPW could be included in the dedication. The Chair asked if the cover could be included in the Motion.

Select Board Clerk Areson moved that the Board make the theme and cover for the 2020 Town Report pay tribute to First Responders, Health and Health Care Workers, Emergency Workers, and Town Staff and all departments for their extraordinary efforts during 2020 and to dedicate the report to Cynthia Slade, retired Clerk/Treasurer/Tax Collector for her decades of service and to use as the cover art a poster by Susan Howe of hearts throughout Truro. Select Board Member Worthington Seconded the Motion. Motion passes, 5-5-0.

Further Discussion of Multi-member Bodies Recruitment and Committee Reports

Select Board Vice-Chair Reed explained the concept of having Truro Committees, Boards and Commissions do presentations before the Select Board to update the Board on their activities and goals. With committee meetings being disrupted by the Pandemic due to logistic challenges, staff support issues, etc., there are currently 45 vacancies on Truro Boards, Commissions and Committees, with some committees being inactive. The two-part solution would be to invite two chairs and their committees, if they wish, to attend starting from A to Z continuously. Each chair has 15 minutes to respond to formatted questions. The questions were outlined.

Select Board Clerk Areson commented that this might be a valuable way for the Town Manager to meet committee chairs. Select Board Vice-Chair Reed explained that the first year would be a trial to see if the board and committees benefitted from this process. She added that this is a way to connect with committees and boards and find out about their activities. A 15 minute maximum discussion was considered. Select Board Member Rein added that committees are looking for direction and felt that it is a great way to give direction, revisit their charge, support them, and have a chance to check in with them.

Select Board Clerk Areson reported that the Handbook is ready for distribution and ready to place on the next available Agenda. She noted that there were some chairs that had not responded to an email sent previously and there was a brief discussion on sending the email again to those chairs.

Select Board Chair Weinstein felt that this would assist the Select Board and the town. It is hard to keep track of all the board and committees activities and whether some are even active. Select Board Clerk Areson asked to recognize Anne Greenbaum, Susan Howe, and Carol Harris.

Town Manager Tangeman proposed a Work Session to discuss the topic of reviewing the list of Committees/Boards and Commissions.

Review and Possible Modification of the Community Process for the Walsh Property Plan Final Draft Process Design

Town Manager Darrin Tangeman explained that this topic was up for discussion to review the role of the Select Board liaison member. Staff asked for clarification of the changes to the liaison section, specifically if the changes apply to the Select Board only, or all liaisons to this Committee. Select Board Vice-Chair Reed reminded the Board that there was a liaison policy (#34) already in place and felt that information could be incorporated.

Select Board Member Worthington stated that the role of Select Board liaison is to be a conduit to the Select Board. Select Board Clerk Areson asked if there should be a “hands off approach” as they are not voting members. Select Board Vice-Chair Reed concurred the same applies to the other boards. Select Board Chair Weinstein stated that it is important for all bodies to have a uniform liaison policy. He asked for a motion regarding the section on the Liaisons (Page 3 of the Walsh Property Plan Final Draft Process Design) replacing the language with Policy Memorandum #34.

Select Board Vice-Chair Reed made a motion to amend the Walsh Property Plan Final Draft Process Design as follows by inserting language from Policy Memorandum #34 and that the policy also should be followed by other Commission and Board liaisons. Seconded by Select Board Member Rein. Motion Passes, 5-0-0.

CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. *Curb Cut Application-41 Truro Center Road-Austin Rose III*
 - 2. *2021 Bulldog Fire Apparatus-Ambulance Purchase Order*
- B. Review and Approve Select Board Minutes: December 15, 2020 and December 21, 2020

Select Board Chair Weinstein asked if the Board had questions or comments for the Consent Agenda. Select Board Clerk Areson moved to approve the Consent Agenda as listed in our Agenda. Seconded by Select Board Vice-Chair Reed. Motion Passes, 5-0-0.

Select Board Reports or Comments

Select Board Member Worthington asked about the Local Comprehensive Plan and didn't feel the town could wait for a Town Planner to be hired to continue the process. She felt that perhaps the Committee could start the work as they were so far behind with the project. Select Board Clerk Areson added that she is a member and a liaison to the Local Comprehensive Plan. She explained that she reached out to Chair Chris Clark suggesting that the Local Comprehensive Plan Committee meet remotely. Select Board Clerk Areson agreed with her colleague that the work should commence again. Town Manager Tangeman reported that there are recent funding streams that will help fund technical assistance for the Committee. He commented that clear direction and facilitation is vital and requires a lot of support, not just from a Town Planner.

Select Board Vice-Chair Reed cautioned the Board that the conversation was becoming a deliberation on the topic.

Select Board Chair Weinstein agreed with the Vice-Chair adding that the town can't wait for a Town Planner and this item should move forward. He felt that someone should reach out to the Chair and ask the Committee to commence work again on this Plan. This should be added to a future Agenda and Chair of the Committee should be invited. Select Board Clerk Areson responded that she would reach out to the Chair again and agreed that the discussion should go on an Agenda.

Select Board Vice-Chair Reed attended the virtual MMA annual meeting with colleague Clerk Areson. She spoke of this year's workshops, speakers, and Governor Baker's address. Select Board Clerk Areson reported that there is a grant initiative called One Stop that allows for the same grant application to be used for various grants. She reported that the Health Agent is working with Wellfleet on wastewater management planning as Wellfleet's watershed is partially in Truro.

Select Board Member Rein noted that she was going to ask to have the Water Resource Oversight Committee discussion be added to the Agenda but felt that item will be covered in an upcoming Work Session relating to committees.

Select Board Chair Weinstein attended the most recent Energy Committee meeting. The Committee is looking at restarting the efforts of the area where AT&T disturbed the cap at the landfill, for potential solar array installation. Chair Weinstein noted that the Committee was encouraged that the roof tops of the units at Cloverleaf will have solar panels. Chair Weinstein thanked Truro's Harbormaster/ Shellfish Constable, staff, and the Shellfish Advisory Committee for their efforts, as there are many people shellfishing in the Pamet River on Sundays.

Town Manager Report

Town Manager Tangeman reported that there is a DoodlePoll out to the Walsh Property Planning Committee (16 members) for a date certain for their first meeting at the end of February.

Next Meeting Agenda

Town Manager Tangeman reported on the February 9th Agenda items. He reported that staff is working on a Work Session agenda for the week of February 17th to go over revenue projections, Fiscal Year 2022 Budget, and the CPA funding requests.

Select Board Areson asked that the Community Preservation Committee (CPC) go before the Board when the grant application process is completed. She would like to hear from the Committee on who applied for grants with an explanation on the award process. Select Board Vice-Chair Reed asked to add to the Work Session a discussion on Economic Development.

There was logistical discussion on potential work session dates. No date was chosen.

Adjournment

Select Board Chair Weinstein asked for a Motion to Adjourn. Select Board Clerk Areson, so moved. Select Board member Rein Seconded the Motion. Motion Passes, 5-0-0.

The meeting was adjourned at 7:18pm.

Respectfully submitted,

Nicole Tudor, Executive Assistant

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

Public Records material of 1/26/2021

1. Application to Serve-Richard Roberts
2. MGL Chpt. 41Section 11
3. Global Covenant of Mayors Letter
4. Application to join Global Covenant of Mayors
5. Corn Hill Conservation Restriction
6. Community Process for the Walsh Property Changes
7. Curb Cut Application 41 Truro Center Rd
8. Purchase Order for Ambulance
9. Draft December 15, 2020 Minutes
10. Draft December 21, 2020 Minutes