



Truro Select Board Hybrid Meeting

Tuesday, May 14, 2024

Executive Session-3:00pm

Regular Meeting-5:00pm

Truro Town Hall, 24 Town Hall Road

EXECUTIVE SESSION 3 pm

<https://us02web.zoom.us/j/85697184159>

1-646-931-3860 Meeting ID: 856 9718 4159

This will be an in-person meeting, with the option for remote participation for Board members and/or the invited participants. The meeting will begin in open session solely for the purpose of moving, as set forth below, to enter into executive session. The meeting will be closed to the public once the Board votes to enter into Executive Session. Access to the open session portion of this meeting will be available in person and via the link/phone number listed above but will not be live-streamed on Channel 8 or Truro TV.

Move that the Select Board enter into Executive Session for the following purposes:

(1) in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 2, to conduct strategy sessions in preparation for negotiations with nonunion personnel (Town Manager); and not to reconvene in open session.

REGULAR MEETING 5 pm

<https://us02web.zoom.us/j/84877966440>

1-305-224-1968 Meeting ID: 848 7796 6440

This will be a hybrid (in-person *and* remote) meeting. Citizens can view the meeting on **Channel 8** in Truro and on the web on the "Truro TV Channel 8" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. **To provide comment during the meeting please call-in at 1-305-224-1968 and enter the following access code when prompted: 848 7796 6440 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser <https://us02web.zoom.us/j/84877966440>** 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

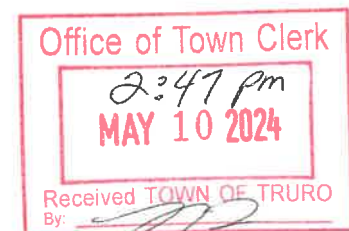
2. PUBLIC HEARINGS

- A. New Seasonal All Alcohol On-Premises Pouring License and Common Victualer (food) License-Dawnell Dennison, Manager of Millan's Restaurant LLC dba Millan's Restaurant, 104 Shore Rd, Truro

3. INTRODUCTION TO NEW EMPLOYEES - NONE

4. SELECT BOARD APPOINTMENTS

- A. Appointment of Special Counsel for 100 Route 6 Litigation
Presenter: Barbara Carboni, Town Planner & Land Use



5. STAFF/ COMMITTEE UPDATES

A. Town Meeting Report

Presenters: Darrin Tangeman, Town Manager, and Assistant Town Manager, Kelly Clark

6. TABLED ITEMS – NONE

7. SELECT BOARD ACTION

A. Discussion and Possible Approval of Affordable Housing Trust Fund Request for Town Workforce Housing Initiatives (71 North Pamet and 25 South Highland)

Presenter: Jarrod Cabral, Public Works Director

B. Presentation on Project Status and Discussion and Possible Approval of Affordable Housing Trust Fund Request for Cloverleaf Development

Presenter: Ted Malone, Community Housing Resource, Inc President, and Tiffany Leung, The Community Builders Inc Development Project Manager

C. Discussion and Possible Vote on Establishment of Municipal Affordable Housing Trust Fund

Presenter: Darrin Tangeman, Town Manager

D. Discussion and Possible Vote to Add Pharmacy Benefits Managers as Defendants in Opioid Litigation

Presenter: Darrin Tangeman, Town Manager

E. Review and Possible Approval of Curb Cut Application for 281 Shore Road

Presenter: Jarrod Cabral, Public Works Director

F. Discussion and Possible Vote to Postpone Implementation of Paddle craft and Nonmotorized Watercraft Storage Policy and Administrative Requirements

Presenter: Damion Clements, Community Services Director

G. Discussion and Possible Approval of Ad Hoc Walsh Property Advisory Committee Charge

Presenter: Darrin Tangeman, Town Manager

H. Approval of May 29, 2024 Annual Town Election Warrant Posting, Early Voting and Early Voting Schedule, Police Detail, and Election Officer Appointments

Presenter: Elisabeth Verde, Town Clerk

I. Discussion and Possible Approval of Special Town Election Date and Special Town Election Ballot Questions

Presenter: Elisabeth Verde, Town Clerk

8. CONSENT AGENDA

A. Review/Approve and Authorize Signature:

1. State Event Notification Block Party Truro Treasures Weekend-Saturday, September 21, 2024

B. Review and Approve Appointment Renewals: NONE

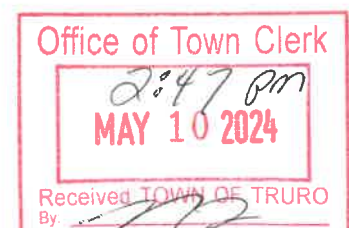
C. Review and Approve 2024 Seasonal Business Licenses: American Youth Hostels Inc. (Lodging License)

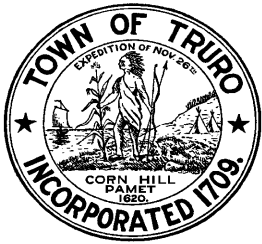
D. Review and Approve Select Board Meeting Minutes: February 27, 2024; March 4, 2024

9. Select Board Reports/Comments

10. Town Manager Report

11. Next Meeting Agenda: Regular Meeting: May 28, 2024





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration/Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: May 14, 2024

ITEM: Public Hearing for a New Seasonal All Alcohol Pouring Liquor License and Common Victualer License: Applicant Millan's Restaurant LLC, dba Millan's Restaurant, Dawnell Dennison, Manager, located at 104 Shore Rd, North Truro

EXPLANATION: The Select Board will hold a Public Hearing to hear the application from the proposed Manager, Dawnell Dennison, Millan's Restaurant LLC, dba Millan's Restaurant for new licenses for a seasonal all-alcohol pouring liquor license under {M.G.L. Chapter 138, Section 12} and a new Common Victualer License for cooking, preparing and serving food. Under {MGL 140 Section 2}.

The proposed licensee requests hours of operation for the sale of alcohol and food from 4:00 pm to 10:00 pm, Thursday – Sunday, from May 15th through October 31st. The seasonal all-alcohol license can be issued from April 1st and expires January 15th.

The Board of Health reviewed the Food Service application May 7th, and the Board approved the food service licenses.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The new seasonal all-alcohol license and Common Victualer license will not proceed.

SUGGESTED ACTION: *Motion to approve the application for a new the seasonal all-alcohol liquor license and Common Victualer license for Millan's Restaurant LLC, dba Millan's Restaurant, Dawnell Dennison, Manager, located at 104 Shore Rd, North Truro.*

ATTACHMENTS:

1. Public Hearing Notice
2. ABCC Redacted Application
3. Police Chief Memo
4. Food Service Application



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

Email: ntudor@truro-ma.gov or nscoullar@truro-ma.gov

**TOWN OF TRURO
PUBLIC HEARING
NEW SEASONAL
ALL ALCOHOL ON-PREMISE POURING LICENSE
And
NEW BUSINESS LICENSE
COMMON VICTUALER**

The Truro Select Board will hold a Public Hearing on **Tuesday, May 14th, 2024, at 5:00 p.m.** to hear the new Seasonal All Alcohol On Premises Pouring license and new Common Victualer (food) license applications from proposed owner Millan's Restaurant LLC dba Millan's Restaurant, listing Dawnell Dennison, as the Manager under {M.G.L. Chapter 138, §12, §15A and MGL 140 § 2} located at 104 Shore Rd, Truro, MA.

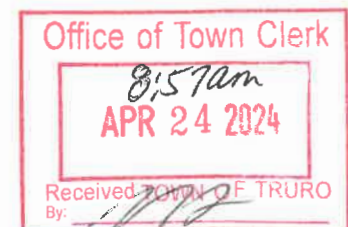
Please join the hybrid Select Board meeting from your computer, tablet, or smartphone at the Zoom Login information below or by attending in person at Truro Town Hall, 24 Town Hall Rd, Truro MA.

Zoom Login: <https://us02web.zoom.us/j/84877966440>

Meeting ID: 848 7796 6440

Call-in Number: 1-305-224-1968

Kristen Reed, Chair
Select Board
Town of Truro



NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- **Monetary Transmittal Form**
- **New Retail Application**
- **Manager Application**
- **Vote of the Entity**
- **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Proof of Citizenship** for the proposed Manager of Record.
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable, requires the following:
 - Management Agreement Application
 - Management Agreement
 - Vote of the Entity
 - CORI Forms for all listed in Section 11 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

ROUTE 20240007 04/11/20
 ADMINISTRATIVE OFFICE
 TOWN OF TRURO

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="§12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Seasonal"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

To operate as a restaurant and cocktail lounge in an existing space that has been previously occupied by a restaurant and cocktail lounge. The interior space will be set up in a similar layout to what Terra Luna had. There is a front entrance to the restaurant and at the rear of the building is the kitchen, prep area and a new walkin.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Attached Floor plan.
 The restaurant interior space has not changed from the way it has been in the past under different ownership. Seating will remain at 55 seats. The interior layout of bathrooms, dining area, service and kitchen are all the same as in the past.

Total Square Footage:	<input type="text" value="2964"/>	Number of Entrances:	<input type="text" value="1"/>	Seating Capacity:	<input type="text" value="55"/>
Number of Floors	<input type="text" value="1"/>	Number of Exits:	<input type="text" value="3"/>	Occupancy Number:	<input type="text" value="55"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="LLC"/>	Date of Incorporation	<input type="text" value="3/27/2024"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
 - On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;
 - Off Premises(Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Dawnell Dennison	30 Winslow Street, Provincetown MA 02657	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager	51%	<input type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Juan Carlos Millan	10 Shore Road, N. Truro, MA 02652	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Executive Chef	49%	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)
<input type="text" value="Millan's Restaurant LLC"/>	<input type="text" value="n/a"/>

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Dawnell Dennison"/>	<input type="text" value="30 Winslow Street"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Manager"/>	<input type="text" value="51%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Juan Carlos Millan"/>	<input type="text" value="10 Shore Rd"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Executive Chef"/>	<input type="text" value="49%"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

 Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other * (Please specify below)	<input type="text"/>
D. Total Cost	<input type="text"/>

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	<input type="text"/>

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
Have you ever been convicted of a state, federal, or military crime? Yes No
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
6/10/2015	5/13/2022	Prep Cook	Ciro and Sal's	Zach Luster
1/2020	8/2020	Cashier	Angel Foods	Liz Lovati
6/1/2022	present	Assistant Manager	The Black Dog	Peter Balboni

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

See attached Lease

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Date:

Title:

ENTITY VOTE

The Board of Directors or LLC Managers of Entity Name
duly voted to apply to the Licensing Authority of City/Town and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,


Corporate Officer /LLC Manager Signature

Dawnell Dennison
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number: [REDACTED] (number will be assigned)

1. The exact name of the limited liability company is:

MILLAN'S RESTAURANT LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 104 SHORE RD

Address 2:

City or town: TRURO State: MA Zip code: 02652

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

TO OPERATE A RESTAURANT AND COCKTAIL LOUNGE AND ALL ANCILLARY SERVICES RELATED THERETO.

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: BRUCE A. BIERHANS, ESQ

Number and street: 540 MAIN ST, SUITE 17

Address 2:

City or town: HYANNIS State: MA Zip code: 02601

I BRUCE A. BIERHANS, ESQ,

resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Name	Address
MANAGER	DAWNELL OWNEILIA DENNISON	104 SHORE RD TRURO, MA 02652 USA

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

March 27, 2024 11:29 AM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Millan's Restaurant LLC	CITY/TOWN:	Truro
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APPLICANT INFORMATION

LAST NAME:	Dennison	FIRST NAME:	Dawnell	MIDDLE NAME:	Pneilia
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Jamaica		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	David	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:		WEIGHT:	
				EYE COLOR:	Brown
CURRENT ADDRESS:	30 Winslow Street				
CITY/TOWN:	Provincetown	STATE:	MA	ZIP:	02657
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	Dawnell Dennison	APPLICANT/EMPLOYEE SIGNATURE:	<i>D. Dennison</i>
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NOTARY INFORMATION

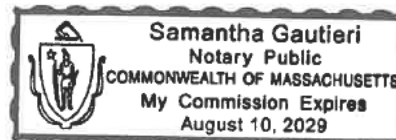
On this April 4, 2024 before me, the undersigned notary public, personally appeared Dawnell Dennison
 (name of document signer), proved to me through satisfactory evidence of identification, which were MA drivers license
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Samantha Gautieri
 NOTARY

DIVISION USE ONLY

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 580-4614.



Your Information

Payment

Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.

 **Transaction Processed Successfully.**
INVOICE # [REDACTED]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Millan's Restaurant LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 4/16/2024 1:24:58 PM EDT

Payment On Behalf Of

License Number or Business Name:
Millan's Restaurant LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Dawnell

Last Name:
Dennison

Address:
104 Shore Rd

City:
North Truro

State:
MA

Zip Code:
02652

Email Address:
[REDACTED]

COMMERCIAL LEASE

LEASE made this 28 day of March, 2024, by and between **Lexvest 104 Shore, LLC**, a Massachusetts limited liability company with a principal place of business at 141 Parker Street, Suite 305, Maynard MA 01754 (hereinafter referred to as the “LESSOR”) and **Millan’s Restaurant, LLC**, having an address of 104 Shore Road, Truro, MA 02652 (hereinafter referred to as the “LESSEE”).

1. Leased Premises - The LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the stand-alone restaurant building (the “Leased Premises”) at 104 Shore Road, Truro, MA 02652 (the “Property”), which Leased Premises contains approximately 1,587 rentable square feet of, as defined in the Lease Schedule listed below in section 2 of this agreement and identified on Exhibit B. The Leased Premises represents a single building on the multi-building Property which presently has in total 20 total buildings and the LESSEE shall be granted hereunder the non-exclusive use of the portion of the Property in the areas identified in Exhibit C, for purposes of parking, access, loading and unloading and LESSEE shall have no use of the remaining portions of the Property.

The LESSEE shall have as appurtenant to (and to the extent necessary for the uses permitted hereunder) the right to use 24 hours per day, 7 days per week, for their intended purposes, in common with the LESSOR and all others, including other guests of the Property and their guests and invitees, and subject to such rules and regulations as LESSOR may adopt from time to time, i) parking areas ii) walkways, iii) other common areas of the Property, all as identified in Exhibit C (collectively hereinafter referred to as the Common Areas or the Facilities). In addition to the rights reserved to the LESSOR in this Lease, LESSOR also reserves the right from time to time, to: construct additions to the Leased Premises; make alterations to the Leased Premises; adjust the Total Rentable Area of the Leased Premises; change the size, location or arrangement of Common Areas, install, use, maintain, relocate, repair and replace pipes, ducts, conduits, wires, fixtures, facilities, meters and equipment for service to or in the Leased Premises or to the Property; also to relocate any other facility, and grant easements or other rights in the Common Areas, if necessary. All changes shall be reasonable, to require that the changes can not unreasonably infringe upon LESSEE’S business operation or use of the leased premises and shall require advance notice. The LESSEE shall not be entitled to any compensation or abatement of Base Rent (as hereinafter defined) or Additional Rent (as hereinafter defined) as a result of the granting of such easements so long as LESSOR does not diminish the LESSEE’S right to quiet enjoyment of the Leased Premises and its contemplated operation for use and for no other purposes.

2. Term - The term of this Lease shall be (hereinafter referred to as the Term) commencing and ending on the following dates unless sooner terminated, as provided herein.

Lease Schedule:

Rentable Square Footage	Commencement Date	End Date
+/-1,587	05/01/2024 (the “ <u>Commencement Date</u> ”)	12/31/28 (the “ <u>End Date</u> ”)

3. Base Rent - During the Term, except as hereinafter provided, the LESSEE shall pay to the LESSOR Base Rent in equal installments, in accordance with the following schedule for the first year, on or before the first (1st) day of May (\$2,000), July (\$9,500), August (\$9,500), and September (\$9,500), and October (\$9,500). Upon execution of the Lease, LESSEE shall pay the first installment of rent and security deposit. For the remaining 4 years of the Lease Term, Lessee will pay the rent in equal installments on the 1st day of April, June, July, August, September.

Year	Base Rent
2024	
2025	
2026	
2027	Subject to Section 4, prior year plus CPI
2028	Subject to Section 4, prior year plus CPI

4. Consumer Price Escalation – i) LESSEE agrees that in the event the “Consumer Price Index for Urban Earners and clerical Workers, U.S. City Average, All Items (1984 = 100)” (Hereinafter referred to as the “Price Index”) published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the LESSOR appropriately adjusted, reflects an average increase in the cost of living over and above the cost of living as reflected by the Price Index average as the anniversary (hereinafter called the “Base Price Index”), the Base Rent shall be adjusted in accordance with sub-paragraph (ii) of this Article.

Commencing as of the third anniversary of the Term Commencement Date and continuing each anniversary date thereafter, there shall be one adjustment in any given year, (hereinafter referred to as “Adjustment”) in the Base Rent, calculated by multiplying the Base Rent set forth in Section 3 of the lease by a fraction, the numerator of which shall be the average Price Index for the yearly anniversary in each renewal year and the denominator of which (for each such fraction) shall be the Base Price Index; PROVIDED, HOWEVER, no Adjustment shall reduce the Base Rent as previously payable in accordance with this Section or in Section 3 of this lease, nor will the adjustment be less than the greater of the Consumer Price Index (CPI) per year or 3.00% per year.

In the event the Price Index ceases to use the 1984 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.

5. Security Deposit/Security Interest – Upon execution of this Lease and upon any future rent increases, the LESSEE shall pay to the LESSOR security deposit of [REDACTED] which shall be held by the LESSOR as security for the LESSEE’S performance of its obligations under this Lease and refunded to the LESSEE at the termination of this Lease, provided that the LESSEE has fully and faithfully performed its obligations hereunder. As collateral security for the payment, performance and observances of all of the LESSEE’S obligations to LESSOR, LESSEE hereby grants to LESSOR a continuing security interest (“Security Interest”) in and a right of setoff against any and all assets, whether or not located on the Leased Premises, (including the proceeds and insurance proceeds thereof) of LESSEE whether now existing or owned by the LESSEE or owned, acquired, created or arising hereafter (hereinafter referred to as the “Collateral”). The Security Interest shall secure the

payment and performance of all obligations of the LESSEE to the LESSOR. With respect to the grant of the Security Interest, LESSEE hereby grants LESSOR the authority to sign and execute, on LESSEE'S behalf, any and all necessary documents to effectuate the filing or continuation of any financing statement relative to all or any part of the Collateral.

6. Utilities & Additional Rent – LESSEE shall pay water, septic pumping, electric, propane, grease trap pumping, kitchen safety equipment, and all other utility or systems related expenses directly to the utility or other vendors. LESSOR shall deliver the propane tank full, which shall be reimbursed by LESSEE to LESSOR. LESSEE shall arrange and pay for its own trash disposal services for the Leased Premises. LESSOR shall not be required to furnish or arrange for the furnishing of utilities or services of any kind to the Leased Premises, or to provide utilities or equipment other than the utilities and equipment within the Leased Premises as of the Commencement Date of this Lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE'S sole obligation, provided that such installation shall be subject to the written consent of the LESSOR, which consent shall not be unreasonably withheld or delayed. In no event shall LESSOR be liable to LESSEE in damages or otherwise for any interruption, curtailment or suspension of any of the foregoing utility services in the event of a default by the LESSEE under this Lease, or due to repairs, action of public authority, strikes, acts of God or public enemy, or any other cause, whether similar or dissimilar to the aforesaid. Commencing January 1st, 2025, LESSEE shall pay to LESSOR as additional rent LESSEE's Proportionate Share of any increase in Real Estate Taxes and Insurance over a Base Year of 2024. The LESSEE's Proportional Share shall be determined by dividing the total square footage of the Premises (1,587) into the total square footage of the Property (10,313 square feet), or 15.39%. For example, if Base Year 2024 Real Estate Taxes And Insurance are \$25,000, and 2025 Real Estate Taxes and Insurance are \$30,000, LESSEE is responsible for 15.39% of the \$5,000 difference between he current year (2025) and the Base Year (2024), or \$769.50 $((1,587/10,313)*(30,000-25,000)=769.50)$.

7. Use –

7.1 ***LESSEE Use.***

LESSEE shall have the right to use the Premises solely for restaurant and bar purposes, and all ancillary services related thereto, including the retailing and consumption of food and alcohol (the "Permitted Use"), which do not violate or cause LESSOR to violate any prohibited uses to this Lease, or any other lawful use with the prior consent of LESSOR.

LESSEE shall comply with all laws applicable to LESSEE's use of the Premises.

7.2 ***Restaurant Specific Provisions.***

- a) LESSEE covenants and agrees that during the entire Term of this Lease, the LESSEE will conduct within the Premises a professional and safe restaurant and bar operation serving food and alcohol for on-premises consumption, and that the Premises will be kept clean and in a sanitary condition at all times. LESSEE agrees to use reasonable efforts which may be necessary to minimize odors and noises emitting from the Premises consistent with typical and customary practices of a restaurant and bar facility of this type and in full compliance with applicable local ordinances and bylaws. Any so-called grease traps/interceptors as well as hoods and ducts serving the Premises shall be cleaned and maintained on a regular schedule (at least twice annually) and in accordance with any applicable authorities. LESSEE shall provide LESSOR with a copy of a current maintenance contract for the aforesaid maintenance for each year during the Term of this Lease and such additional information as LESSOR's insurance carrier may

reasonably require. LESSEE shall otherwise maintain the kitchen equipment and all systems and equipment serving the premises, in accordance with industry standard specifications and applicable law. Lastly, LESSEE agrees, at its sole cost and expense, to engage a trash vendor to empty the dumpster to be located outside the Building as necessary to keep from overflowing and causing odors and being unsightly.

- b) Further, the LESSEE agrees to maintain a contract with a licensed pest control contractor, which contract will provide for the regular application of necessary pest control materials in the Premises. LESSEE agrees to provide LESSOR with a copy of such contract and evidence of such monthly applications.
- c) LESSEE shall apply for, seek and use all diligent efforts to obtain, and to have duly approved by the appropriate governmental authorities and officials of the Town of Truro and Commonwealth of Massachusetts as soon as reasonably possible, a seasonal all alcoholic beverages liquor license (the "Liquor License") naming LESSEE as licensee and permitting LESSEE to serve alcoholic beverages for on-premises consumption in the Premises, subject to and in accordance with all applicable provisions of law and this Lease. For the purposes hereof such issuance of the Liquor License shall be considered to have been "obtained" when the same has been issued to LESSEE, and LESSEE has received the approval thereof required from the appropriate governmental authorities and officials of the Town of Truro, Massachusetts and the Commonwealth of Massachusetts (subject only, if applicable, to final issuance, and not subject to appeal). LESSEE further agrees to use all reasonable efforts and diligence to maintain the Liquor License in full force and effect and good standing throughout the term of the Lease. LESSEE covenants and agrees to keep the Liquor License and Board of Health License unencumbered and to timely pay when due all meals taxes, sales taxes and all other taxes due and payable to the Commonwealth of Massachusetts and Town of Provincetown.
- d) Provided that LESSEE (i) succeeds in obtaining the issuance of the Liquor License as aforesaid, (ii) LESSEE complies with all state, municipal and other governmental laws, regulations and rules with respect to the sale of liquor and all alcoholic beverages as aforesaid, and (iii) LESSEE complies with applicable provisions of this Lease, LESSOR agrees that LESSEE shall have the right to sell liquor at retail for consumption within the Premises, subject to and in accordance with all applicable provisions of the Liquor License, applicable law and this Lease.
- e) LESSEE confirms and agrees as follows following LESSEE's obtaining of the Liquor License: (i) under no circumstances shall License make any application with any governing agency to move the License to any other location, (ii) LESSEE shall notify LESSOR immediately if LESSEE is reported by any alcohol distributor as a delinquent debtor owing unpaid eligible invoices pursuant to M.G.L. c. 138 § 25, and (iii) to the extent LESSEE is reported by any alcohol distributor as a delinquent debtor owing unpaid eligible invoices pursuant to M.G.L. c. 138 § 25 and fails to timely cure any unpaid amounts it shall be in default under this Lease.

8. Compliance with Laws - The LESSEE shall conduct no trade or business in or on the Leased Premises or make any use thereof which will constitute a legal nuisance, be unlawful, or be contrary to any law or municipal by-law. LESSEE agrees that if it or anyone claiming under it generates upon, stores upon, disposes of or transfers to and from the Leased Premises any hazardous materials as defined in any Federal or State law or regulation, LESSEE shall forthwith remove the same from the

Leased Premises in the manner provided by applicable law, regardless of when such hazardous materials shall be discovered. Furthermore, LESSEE shall forthwith repair and restore any portion of the Leased Premises, which LESSEE shall disturb in so removing any hazardous materials to the condition which existed prior to the disturbance thereof. This section shall survive the expiration or other termination of this Lease, and LESSEE agrees that, in addition to any other remedies which LESSOR may have at law, or in equity to enforce this section after the termination of this Lease, the LESSOR shall have the remedy hereinafter set forth. For the purpose of this section, "hazardous materials" shall be deemed to be any materials (including oil) defined as such in any law (Federal, State and/or Local) applicable to the Leased Premises. If LESSEE shall at any time breach or default in the performance of any of the obligations, covenants, or agreements of LESSEE under this section, LESSOR shall have the right to enter upon the Leased Premises and to perform such obligations of LESSEE, including payment of money and the performance of any other act. All sums so paid by LESSOR and all necessary incidental costs and expenses in connection therewith shall be deemed to be Additional Rent under this Lease which shall be payable to LESSOR immediately upon demand. The LESSEE hereby further agrees to indemnify the LESSOR against and hold the LESSOR harmless from any and all liability, damage, cost and expense (including, without implied limitation, costs of collection and attorneys' fees and costs) arising from any claim of liability for environmental damage attributable to the use or occupancy of the Leased Premises during the term of this Lease. As used herein, the term "environmental damage" shall mean any deleterious effect on air, water, or soil having a material adverse impact on persons or property, wherever located, arising from any use of the premises then constituting a violation of any law, rule, or regulation of any governmental authority. The agreements of LESSEE in this section shall survive the termination of this Lease, and the waiver of any such indemnification with respect to any particular instance shall not operate as a waiver with respect to any subsequent or other instance.

9. Insurance - At all times, subsequent to the Commencement Date of this Lease (and immediately, if occupancy in any form has commenced at the date of the execution of this Lease) the LESSEE shall, at its sole cost and expense, maintain with respect to the Leased Premises, the following insurance:

- a) Commercial General Liability insurance written on the most current Insurance Services Office (ISO) form, CG 00 01, or its equivalent subject to LESSOR approval with limits of at least \$1,000,000 per occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate, and \$2,000,000 products completed operations aggregate, covering bodily injury (including death and mental anguish) and property damage arising out of the use of the Premises and/or the Property. Products and completed operations coverage shall be maintained for the greater period under which a claim may be properly asserted under the applicable statute of repose. If such coverage is issued on a blanket basis, the policy(ies) shall contain an "Aggregate Per Location" endorsement providing that the blanket policy(ies) are not subject to a policy cap or sublimit and that a designated limit of insurance has specifically been set aside for the Premises. The policy must provide for severability of interests without any exclusion or restriction related to cross-liability. Additional insured status shall be afforded to LESSOR by way of the CG 20 11 endorsement, or its equivalent subject to LESSOR approval;

- b) Worker's Compensation as required by the state in which the Premises is located and Employer's Liability insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit;
- c) Business Interruption and Extra Expense insurance with coverage equal to no less than twelve (12) months' of income and expenses, including all Basic Rent, and Additional Rent payable by LESSEE under this Lease;

- d) Liquor liability insurance with assault and battery coverage, in an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, that includes LESSOR and its officers, managers, members, employees, and agents, and lenders, as additional insureds;
- e) Excess or Umbrella Liability insurance with a limit of at least [REDACTED] providing additional limits of insurance over the primary per occurrence and aggregate limits of the Commercial General Liability, Employers Liability, and Business Auto Liability insurance required in (a), (b), (c) and (d) above. Such insurance shall not be more restrictive than the underlying applicable insurance policy and must be endorsed to provide that the coverage provided by such insurance is primary to, and non-contributory with, any other insurance of Additional Insureds, whether such other insurance is primary, excess, self-insurance, or on any other basis;
- f) Property insurance covering “all risk” of physical damage to LESSEE’s personal property and any property in the care, custody, and control of the LESSEE. In addition this policy shall cover any direct or indirect physical damage to all alterations, additions, improvements (including carpeting, floor coverings, paneling, decorations, fixtures and any improvements or betterments to the Premises, the Building and/or the Center made by LESSEE or by LESSOR at LESSEE’s request or for LESSEE’s benefit) situated in or about the Premises, the Building, and/or the Center. Such coverage shall be for the full replacement value of the covered property;
- g) LESSEE’s Commercial General Liability policy shall include the following (collectively, the “Additional Insureds”) as additional insureds (including for ongoing and completed operations, as applicable), LESSOR and LESSOR’s property manager and lenders. All policies purchased and maintained by LESSEE to satisfy the requirements in this Lease must be purchased from an insurance company with a minimum A.M. Best rating of “A- VIII” or equivalent that is admitted or to do business in the state where the Premises is located. LESSEE shall require the issuers of insurance required in this Section to waive subrogation rights with respect to the Additional Insureds, and LESSEE hereby waives all rights against the Additional Insureds for damage occurring on or after the Effective Date, including but not limited to the extent that damage is attributable to any deductible or self-insured retention relating to insurance maintained by LESSEE. All LESSEE’s insurance policies must: (i) be reasonably acceptable in form and content to LESSOR; (ii) be primary and non-contributory to any insurance maintained by Additional Insureds; (iii) include, whether by endorsement or otherwise, at least thirty (30) days written notice of cancellation (at least ten (10) days’ notice if cancellation is due to

non-payment of premium); (iv) provide that defense costs are outside of the limit of liability; and (v) contain deductibles or self-insured retentions not in excess of \$10,000 absent written approval from LESSOR, and LESSEE shall be solely responsible for the payment of any deductible or self-insured retention amounts in connection with its insurance;

- h) In the event that LESSEE fails to obtain or maintain the insurance required above or fails to provide the Certificates of Insurance required and such failure continues for more than three (3) business days after notice to LESSEE, LESSOR may, at its option, obtain such insurance on behalf of LESSEE. LESSEE shall pay, as Additional Rent upon demand, the reasonable cost of such insurance. LESSOR's failure to obtain such coverage on behalf of LESSEE shall not limit LESSEE's liability in the event of an uncovered loss, and LESSOR's failure to require LESSEE to provide evidence of required insurance, or LESSOR's acceptance of evidence that indicates insurance that fails to satisfy the requirements of this Lease, will not constitute a waiver of these requirements;
- i) In addition to the foregoing, at any time LESSEE is making any alterations or improvements at the Premises, LESSEE shall cause its contractors and all subcontractors to procure and shall maintain such insurance as will protect LESSOR and its officers, directors, managers, members agents and employees, as well as LESSOR's mortgagee, for claims arising out of or resulting from any work undertaken by LESSEE or its contractor and subcontractors, whether performed by the contractor, subcontractor or by anyone directly or indirectly employed by contractor or subcontractor, or by anyone for whose acts contractor or subcontractor may be liable for. Such insurance shall be provided by an insurance carrier rated "A-" or better by A.M. Best and lawfully authorized as either an admitted or surplus lines basis to do business in the jurisdiction where the Work is being performed. The contractor's and subcontractor's insurance shall include contractual liability coverage and additional insured coverage for the benefit of LESSEE and LESSOR and shall specifically include coverage for completed operations. The insurance required to be carried by the contractor and any subcontractors shall be PRIMARY AND NONCONTRIBUTORY. Such coverages shall be for minimum coverage amounts at least equal to \$1,000,000 per occurrence and \$2,000,000 general aggregate and shall include worker's compensation coverage as required by law.

10. Maintenance and Repair – Commencing after the Lessor completes Lessor's Work on Exhibit D, LESSEE shall maintain the Premises in good condition and repair excepting normal wear and tear. LESSEE's duty to maintain the Premises includes maintenance of interior walls, all plumbing

and electrical systems, plate glass, and exterior doors. LESSEE during the Lease Term, at its sole cost and expense, shall be solely responsible for the maintenance of the equipment and facilities and shall provide to LESSOR as required under applicable law the following:

- Fire Alarm Certificate
- Evidence of quarterly professional hood cleaning & associated duct work during the operating season.
- Evidence of pest control contract

10.1 *Building Systems; HVAC; Existing Kitchen Equipment.* LESSEE shall be solely responsible, at its sole cost and expense, for any repairs and/or maintenance of: (i) any electrical or plumbing systems (including the septic system, pumps, and alarms as well as the grease trap) serving the Premises, (ii) the Premises HVAC system (or any component thereof), or (iii) the kitchen equipment. LESSOR shall be responsible for the replacement of: (i) any electrical or plumbing systems (including the septic system, pumps, and alarms as well as the grease trap) serving the Premises, (ii) the Premises HVAC system (or any component thereof), or (iii) the kitchen equipment. Under no circumstances shall LESSOR be liable to LESSEE for any lost revenue or profits (or any indirect damages or claims) attributable to the failure of any Premises systems (including any or the kitchen equipment).

11. Alterations and Additions –The LESSEE acknowledges that it is leasing the Leased Premises in their current condition or in the condition as agreed to by LESSOR, as stated in Exhibit D. LESSOR shall deliver the existing kitchen plumbing system, range hood, fire protection system, venting system and refrigerator(s) and freezer(s), if any, and any other systems, appliances, and equipment presently located in the Premises as of the Term Commencement Date in their current “as is” condition, without any representation or warranty (express or implied) by LESSOR (the foregoing existing items are collectively referred to as the “Existing Kitchen Equipment”).

11.1 *Alterations by LESSOR.* LESSOR shall have the right to make Alterations to the Building without LESSEE's consent only if the proposed Alterations do not have a material adverse effect upon access, parking, traffic circulation or visibility of the Premises. If LESSOR impairs such access, parking, traffic circulation or visibility to the extent that such impairment prevents LESSEE's normal operation of its business (which impairment shall be deemed to be material for purposes hereof) at the Premises for more than four (4) consecutive days, then LESSEE may, in addition to its other rights and remedies, give LESSOR five (5) days' prior written notice of its intent to exercise its Rent abatement remedy hereunder, in which case Rent and shall be abated for the period commencing as of the fifth (5th) day after the impairment commenced (retroactively) for which such access, parking, traffic circulation or visibility is materially impaired and such abatement shall continue until a cessation of such material impairment by LESSOR. So long as LESSOR is undertaking efforts to cure such impairment, it shall not otherwise be deemed to be in breach of this Lease or breaching the covenant of quiet enjoyment.

11.2 *Alterations by LESSEE.* LESSEE shall have the right to make Alterations to the LESSEE Improvements in accordance with this Section. Alterations under this Lease

shall include interior changes and minor renovation of the Premises. Non-structural Alterations in the Premises may be made without the consent of LESSOR if the cost thereof does not exceed [REDACTED], with all other Alterations of any kind requiring the prior approval of LESSOR. If LESSEE proposes Alterations to the Premises which require approval of LESSOR, LESSEE shall provide LESSOR with a description of the proposed Alterations.

12. Assignment and Subletting - The LESSEE shall not assign this Lease nor sublet the whole or any part of the Leased Premises without the LESSOR'S prior written consent. Notwithstanding any such consent, the LESSEE shall remain liable to the LESSOR for the payment of all Base Rent and Additional Rent and for the full performance of the covenants and conditions of this Lease. Any surplus rent received beyond the obligation of the Lease by LESSEE shall be paid to the LESSOR on a monthly basis.

13. LESSOR'S Access - The LESSOR or agents of the LESSOR may, with 24 hour notice except upon emergency, enter the Leased Premises to inspect the condition of the same, to make such repairs and perform such maintenance as it shall be required or elect to make or perform, and to show the same to prospective buyers, lenders, tenants and others. At any time within six (6) months of the expiration of the term, the LESSOR may affix to any suitable part of the Leased Premises a sign or notice for the sale or lease of the Leased Premises.

14. Non-Liability and Indemnification –

14.1. Indemnification of LESSOR by LESSEE - LESSEE shall defend, indemnify, and hold LESSOR harmless from and against all claims, losses and liability incurred by LESSOR, arising out of or in connection with LESSEE's tenancy of the Premises except to the extent caused by LESSOR's (including LESSOR's employees, agents, and contractors) negligence or willful misconduct, arising out of (a) any injury to or death of any person on the Premises, (b) any loss of or damage to any property occurring on the Premises, or (c) any acts or omissions of LESSEE, LESSEE's agents, employees, customers and invitees. Notwithstanding the foregoing, neither LESSEE, nor any of its respective employees, agents or contractors shall be liable under any theory of liability to LESSOR or any party claiming through or on behalf of LESSOR for indirect, special, punitive or consequential damages, including, without limitation, lost profits and revenues arising under or in connection with this Lease or otherwise.

14.2. Indemnification of LESSEE by LESSOR - LESSOR shall defend, indemnify, and hold LESSEE harmless from and against all claims, losses and liability incurred by LESSEE arising out of (a) any injury to or death of any person in the Building, excluding the Premises (b) any loss of or damage to any property occurring in the Building, excluding the Premises, or (c) the acts or omissions of LESSOR, LESSOR's agents and employees in the Building, unless caused by the gross negligence or willful misconduct of LESSEE, its agents, employees or invitees. Notwithstanding the foregoing, neither LESSOR, nor any of its respective employees, agents or contractors shall be liable under any theory of liability to LESSEE or any party claiming through or on behalf of LESSEE for indirect, special, incidental, remote, punitive or consequential damages including

without limitation, lost profits and revenues arising under or in connection with this Lease or otherwise.

15. Waiver of Subrogation - The LESSEE and the LESSOR agree that, with respect to any insurance coverage carried by either the LESSEE or the LESSOR in connection with the Leased Premises, whether or not such insurance is required by the terms of this Lease, such insurance shall provide for the waiver by the insurance carrier of any subrogation rights against the LESSOR, its agents, servants, and employees under the LESSEE'S insurance policies or against the LESSEE, its agents, servants, and employees under the LESSOR'S insurance policies, where such waiver of subrogation rights either does not require the payment of an additional premium, or, if an additional premium is required to be paid, the party to be benefited by the waiver offers to pay such premium after being notified of such additional premium.

Notwithstanding any other provision of this Lease and without limiting the effect of any such provision, the LESSOR shall not be liable to the LESSEE, and the LESSEE hereby waives any right of recovery against the LESSOR, for any loss or damage, whether or not such loss or damage is caused by the negligence of the LESSOR, its agents, servants, or employees, but only to the extent that such loss or damage is actually recovered under insurance carried by the LESSEE. Likewise, notwithstanding any other provisions of this Lease and without limiting the effect of any such provision, the LESSEE shall not be liable to the LESSOR and the LESSOR hereby waives any right of recovery against the LESSEE for any loss or damage whether or not such loss or damage is caused by the negligence of the LESSEE or its agents, servants, or employees, but only to the extent that such loss or damage is actually recovered under insurance carried by the LESSOR.

16. Casualty and Eminent Domain - Should a substantial part of the Leased Premises be substantially damaged by fire or other casualty, or should a substantial part of the Leased Premises be taken by eminent domain, the LESSOR may elect to terminate this Lease. When such fire, casualty, or taking renders the Leased Premises substantially unsuitable for this intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this Lease if:

(a) the LESSOR fails to give written notice within thirty (30) days of intention to restore the Leased Premises; or

(b) the LESSOR fails to restore the Leased Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property or equipment.

17. Subordination - This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, constituting a lien or liens on the Leased Premises and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the

subordination of this Lease to said mortgages, deeds of trust, or other such instruments in the nature of a mortgage.

18. Status Certificate - The LESSEE agrees that, from time to time upon written request by the LESSOR, it shall execute and deliver to the LESSOR, a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect and stating the modifications); that the LESSEE has no defenses, offsets, or counterclaims against its obligations hereunder or, if there are any defenses, offsets, or counterclaims, setting them forth in reasonable detail; and the date to which the Base Rent, Additional Rent, and other charges have been paid. Any such statement may be relied upon by any purchaser or mortgagee of the Leased Premises.

19. Default - In the event that:

(a) the LESSEE shall default in the payment of any installment of rent or other sum payable under this Lease and such default shall continue for five (5) days after written notice thereof;

(b) the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof;

(c) the LESSEE shall make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a petition in bankruptcy, be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, or file an answer admitting or not contesting the material allegations or a petition filed against it in any such proceeding; or seek, consent to, or acquiesce in the appointment of any trustee, receiver or liquidator of any material part of its assets;

(d) within thirty (30) days after the commencement of any proceeding against the LESSEE seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, such proceeding shall not have been dismissed, or if, within thirty (30) days after the appointment without the consent or acquiescence of the LESSEE of any trustee, receiver or liquidator of any material part of its assets, such appointment shall not have been vacated; or

(e) the interest of LESSEE in the Leased Premises shall be sold under execution or other legal process; then the LESSOR shall have the right thereafter to immediately and without further notice to LESSEE retain all moneys held as "Security Deposit" and while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this Lease ended, and remove the LESSEE'S effects, after written notice, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after written notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions of this Lease, the LESSOR, without being under any obligation to do so

and without thereby waiving such default, may remedy such default on the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of eighteen percent (18%) per annum, shall be paid to the LESSOR by the LESSEE as additional rent. Upon the occurrence of default, LESSOR may exercise the rights and remedies accorded a secured party by the Uniform Commercial Code any other rights and remedies provided therein.

20. Reimbursement of LESSOR'S Expenses - In the case of termination of this Lease pursuant to Paragraph 19 above, LESSEE shall reimburse LESSOR for all expenses arising out of such termination, including, without limitation, all costs incurred in collecting amounts due from LESSEE under this Lease (including attorneys' fees, costs of litigation and the like); all expenses incurred by LESSOR in attempting to re-let the Leased Premises or parts thereof (including advertisements, brokerage commissions, LESSEE'S allowances, costs of preparing space and the like); and all of LESSOR'S other reasonable expenditures necessitated by the termination. The reimbursement from the LESSEE shall be due and payable immediately from time to time, upon notice from the LESSOR that an expense has been incurred, without regard to whether the expense was incurred before or after the termination.

21. Late and Bank Charges - If any payment of Base Rent or Additional Rent or other payment due from LESSEE to LESSOR is not paid when due, then LESSOR may, at its option, with written notice and in addition to all other remedies hereunder, impose a late charge on LESSEE equal to 1.5% of the amount in question for each month and part thereof while said delinquency continues. Such late charge shall constitute Additional Rent hereunder payable upon demand. A fee of \$100.00 will be charged by LESSOR and due from LESSEE for each and any check returned to LESSOR for insufficient funds or canceled payment.

22. Surrender –

- a. ***Restoration Obligation.*** LESSEE hereby confirms and agrees that upon the expiration of the Term of the Lease as the same may be extended from time to time, the LESSEE shall restore the Leased Premises to its existing condition (in good condition and repairs absent reasonable wear and tear) as of Lease commencement date, and prior to LESSEE's construction of the LESSEE improvements or any prior LESSEE improvements and/or alterations to the Leased Premises completed after Lease commencement, all of which LESSEE improvements and alterations shall be fully removed upon the expiration of the Lease Term (the "LESSEE Restoration Obligation") unless LESSOR, by written notice to LESSEE given not less than sixty (60) days prior to the end of the Lease term, shall have designated all or some portion of the LESSEE improvements and/or alterations (including LESSEE Improvements) made by on or behalf of the LESSEE prior to the expiration of the Lease term to remain in the Leased Premises (therefore designating the scope of the LESSEE Restoration Obligation) at the end of the Lease term, which election to shall be in LESSOR's sole and absolute discretion.

- b. ***Surrender of Premises; Removal of Improvements.*** At the termination of this Lease, or in any event prior to the expiration or earlier termination of the Term, LESSEE shall peaceably yield up the Premises in clean and good order, repair and condition and in compliance with all applicable legal requirements, reasonable wear and tear and damage by fire or casualty excepted, and to deliver to LESSOR all keys to the Premises or any part thereof. LESSOR at its sole written election to be delivered not less than thirty (30) days prior to the Lease termination date, may require that LESSEE remove any or all improvements LESSEE made, the cost and expense of such removal shall be the LESSEE's sole responsibility. In the event LESSEE fails so to remove any LESSEE property in strict compliance with this Section or fails to repair any such damage to the Premises, or the Building, after thirty (30) days written notice, LESSOR may do so and collect from LESSEE the cost of such removal and repair. LESSEE hereby confirms that LESSOR is providing certain furniture, fixtures, and equipment, including kitchen equipment, (the "FF&E"), as identified on Exhibit E, that are integral to the Premises. LESSEE shall surrender the Premises with FF&E and to the extent that LESSEE replaces or upgrades the FF&E, LESSEE shall surrender the Premises with either the original FF&E in good working order or replacement or upgraded FF&E and in accordance with inventory levels on Exhibit E, as modified by Exhibit D.

23. **Notices** - Any notice permitted or required to be given by the terms of this Lease shall be in writing and shall be duly given if mailed by certified mail, return receipt requested, addressed as follows: if intended for the LESSOR, addressed to Lexvest 104 Shore, LLC, P. O. Box 608, Lexington, Massachusetts 02420, with a copy to Attorney Thomas Tavenner, 34 Essex Street, Andover, MA 01810, and if intended for the LESSEE, to the address shown in paragraph 1 hereof, with a copy to Attorney Bruce A. Bierhans, Law Offices of Bruce A. Bierhans LLC, 540 Main St. Suite 17, Hyannis MA 02601. Either party may designate a different mailing address for the receipt of notices by advance written notice to the other party, given in accordance with the provisions hereto. Notice is effective upon receipt.

24. **Binding Effect** - This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.

25. **Relocation of Leased Premises** - LESSOR shall have the right with thirty (30) days written notice to LESSEE to relocate LESSEE and to substitute for the Leased Premises other space in Phoenix Park of approximately the same size, provided that LESSOR shall deliver such other space to LESSEE in the same condition as the Leased Premises are then in and shall pay all reasonable moving costs. If LESSOR exercises the right of relocation, LESSEE shall have the right to terminate the Commercial Lease, provided LESSEE provides written notice of termination to LESSOR within fifteen (15) days of LESSOR's written notice of relocation to LESSEE.

26. **Amendment and Waiver** - This Lease may be modified or amended only by an instrument in writing signed by both parties. No provision of this Lease may be waived except by an instrument in writing signed by the party intended to be benefited by the provision.

27. **Confidentiality** - The parties to this Lease agree to strictly maintain the confidentiality of the terms of this Lease and neither of the parties, their agents, attorneys, nor any other individual or

entity acting on behalf of the parties, shall disclose the terms (exactly or in substance) of this Lease to any third parties, including but not limited to, any actual or prospective tenants of the LESSOR. Nothing herein, however, shall preclude the parties from disclosing the terms of the Lease to their attorneys or accountants to the extent required to comply with tax or other legal obligations.

28. Governing Law - This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

29. Other-

- (a) LESSEE is responsible to contain odors and noise within leased space at LESSEE'S expense.
- (b) LESSOR AND LESSEE agree to incorporate Exhibit D into this Lease.
- (c) Notwithstanding anything contained herein, prior to June 1, 2024 (the "Contingency Date") Lessee may terminate this lease by providing Lessor with written notice if Lessee after timely filing for and diligently pursuing has not obtained the following (the "Approvals"):
 - 1) Approval of all licenses required to conduct the restaurant business at the Premises, including the seasonal all alcohol liquor license by the Town of Truro (but not by the Massachusetts Alcoholic Beverages Control Commission);
 - 2) All necessary approvals by the Town of Truro, including Board of Health approvals;
 - 3) If the Lessee has not received the alcohol liquor license approval from by the Massachusetts Alcoholic Beverages Control Commission, and only if it hasn't received such approval by October 15, 2024 (the "Alcohol Contingency Date"), the Lessee may Terminate this Lease effective November 1, 2024 by providing Lessor written notice.
 - 4) In the event that any of the above conditions are not met, then any deposits (but not Base Rent payments) made herein shall be forthwith returned to Lessee and this Lease shall be null and void.

(d) Lessor shall timely perform all repairs and improvements on Exhibit D herein and to the extent that any items on Exhibit D cause a delay in the Lessee's ability to obtain the Approvals, the Contingency Date shall be adjusted one day for each day that the repairs and improvements on Exhibit D are completed past the Commencement Date.

IN WITNESS WHEREOF, the parties have executed this Lease under seal on the day and year first above written.


LESSEE
Millan's Restaurant, LLC

By:  dotloop verified
03/28/24 12:33 PM EDT
RWOG-2YPP-56DF-RYEQ

Name: Juan Carlos Millan

Title: _____

LESSOR
LEXVEST 104 SHORE, LLC
The Lexvest Group, LLC, its manager

By: 

Name: Eric D. Shapiro

Title: CEO

Exhibit A
GUARANTEE

The Undersigned, _____ Juan Carlos Millan _____ (“Guarantors”), for their heirs, legal representatives, successors and assigns, do hereby jointly and severally guarantee to Lexvest 104 Shore, LLC and its successors in trust and assigns, the full and prompt payment and observance by (“LESSEE”) and its successors and assigns of each and every obligation, covenant and condition on the part of LESSEE to be performed or observed contained in a certain Lease dated March 28, _____, 2024 by and between said LESSOR and LESSEE.

This is a guarantee of payment and performance limited to _____ and no recourse need first be had against the LESSEE. The undersigned hereby waive any notice, protest and demand, and consent to all extensions of time and other indulgences, consent to release of any party liable hereunder and generally waive all suretyship defenses.

If the services of an attorney are required to enforce the obligations of the LESSEE or the undersigned, the undersigned agree to pay all costs including reasonable attorneys’ fees.

This guarantee shall take effect as an instrument under seal and shall be governed and construed according to the laws of the Commonwealth of Massachusetts and is the absolute and unconditional obligation of the undersigned.

Executed under seal this 28 day of March, 2024

Juan Carlos Millan
dotloop verified
03/28/24 12:33 PM
EDT
VOFS-FKBB-KRDF-R3XJ

_____, Guarantor

Juan Carlos Millan

Social Security Number

Social Security Number

10 Shore Road, N. Truro

Address

PH

Phone

Meg A. Stewart
dotloop verified
03/28/24 12:32 PM
EDT
YIGE-2IKY-GPOF-MSRT

Witness Meg A. Stewart

Witness

Exhibit B
“LEASED PREMISES”



Exhibit C
PARKING AND ACCESS AREAS



Exhibit D

IMPROVEMENTS

Prior to the first operating season, at the sole cost of LESSOR, LESSOR shall complete the following work:

- Repair roof leak in kitchen (where buildings join) and remedy wet ceiling inside.
- Repair hole and soft spots in kitchen floor as needed.
- Repair the kitchen floor to Board of Health standards.
- Add garbage enclosure to area presently containing outdoor shower (dumpster to be dropped behind restaurant by LESSEE.)

- Replace or repair ice machine.
- Repair or replace walk-in cooler.
- Repair electric outlets that have exposed wiring.
- All windows and doors to good operational condition.
- All plumbing to be in good working condition.
- Replace bathroom floor under toilets.
- Repair bathrooms to Board of Health standards.

After the first operating season, at the sole cost of LESSOR, LESSOR shall complete the following work:

- Replace the roof.

At the sole cost of LESSOR, and with LESSOR's prior approval, LESSEE shall manage and complete the following work prior to the first operating season:

- Repair and maintain in good working order all kitchen equipment including; stoves, ovens, refrigeration units, sinks, fire suppression system, and sprinkler heads.
- Have the stove hood professionally cleaned.
- Have the entire kitchen, including all equipment, professionally steam cleaned.

At the sole cost of LESSEE, LESSEE shall complete the following work subject to LESSOR's review of scope and subsequent approval:

- Paint table bases and chairs.
- Paint entire space, except exposed wood.
- Sand and paint or refinish floors.
- Add shelving or glass racks above the bar area.
- Remove and replace microwaves, sheets pans, pots, pans, and other equipment, which, subject to Section 22 herein, shall remain property of LESSOR upon the termination of the Lease.
- Remove one 4 burner stove & oven and replace with fryer machine.

LESSEE may complete the following work at LESSEE's sole expense:

- Build or drop a prefabricated dry storage unit in a mutually agreed upon location.
- Add a free standing beer tap fridge.

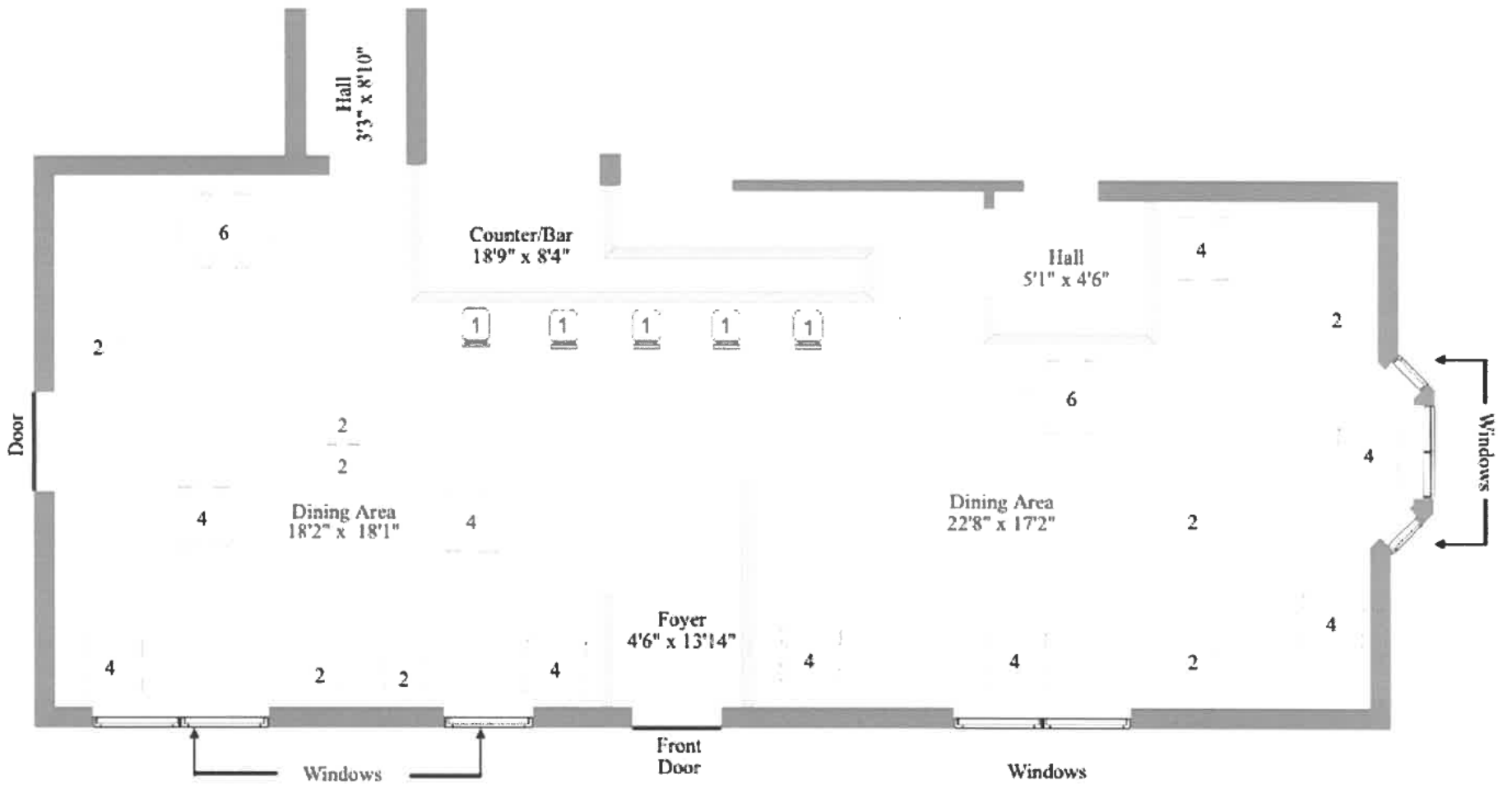
Other:

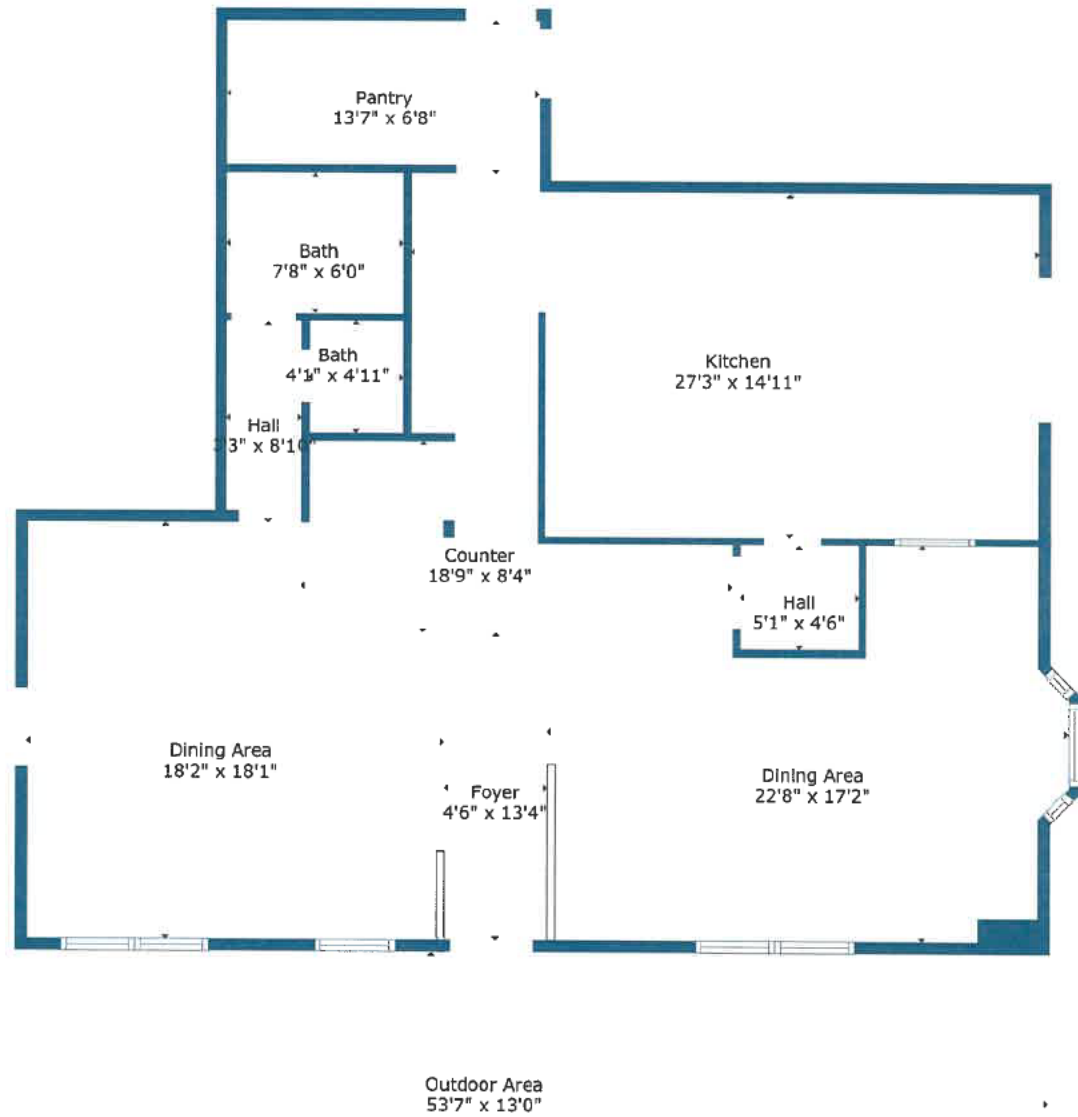
LESSEE is permitted to add a 2 door refrigerator and/or freezer unit along the wall with the existing ladder. In the event LESSEE funds the work, the LESSOR will provide a bar cooler. LESSEE may request work to be funded by LESSOR in lieu of LESSOR's providing a bar cooler.

Exhibit E
“FF&E”

Existing furniture, fixtures, and equipment:

- 10 burner stove/2 ovens
- 4 burner stove/1 oven
- 36' grill Salad bar
- Lowboy refrigerator/ 2 door Chefs table refrigerator/ 3 door Dishwasher
- Ge glass racks
- 4e plate racks
- 2e silverware racks 2e microwaves
- Single bay sink 2 bay sink
- 2e prep tables Ice machine
- 4e metro shelves 1e sheet pan rack
- 11 sheet pans
- Assorted plastic Cambro containers Assorted metal containers
- Pots, pans, skillets
- Silverware Tables and chairs
- 9e 4 tops
- 7e 2 tops
- 1e 6 top
- 1e 8 top





GROSS INTERNAL AREA
FLOOR 1: 1293 sq. ft
TOTAL: 1293 sq. ft

Measurements Are Calculated By Cubicasa Technology. Deemed Highly Reliable But Not Guaranteed.





TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

Email: ntudor@truro-ma.gov or nscoullar@truro-ma.gov

To: Police Chief, Jamie Calise, Truro Police Department
 From: Nicole Tudor, Executive Assistant
 Date: April 25, 2024
 Re: **Application for a New Seasonal All Alcohol On Premise Pouring License
 for Millan’s Restaurant LLC dba Millan’s Restaurant Located at 104 Shore Rd, Truro**

The Office of the Select Board is in receipt of an ABCC (Alcoholic Beverages Control Commission) application from Millan’s Restaurant LLC dba Millan’s Restaurant, listing Dawnell Dennison as the Manager.

Millan’s Restaurant Inc is requesting a New Seasonal All Alcohol Pouring License (per MGL Chapter 138 § 12) to be located at 104 Shore Rd.

Included please find the accompanying ABCC application as submitted by the applicant that will be provided to the Alcoholic Beverages Control Commission once the Select Board/Local Licensing Authority review and approve the application at a duly held public hearing on Tuesday May 14, 2024.

Please kindly review for purposes of approval with the Local Licensing Authority (Select Board) this request for a New Seasonal All Alcohol Pouring License to ensure that the safety and well-being of the public will be protected.

Please provide any comments below:

POLICE DEPARTMENT
REVIEW & APPROVAL

Signature: Jamie M. Calise Digitally signed by Jamie M. Calise
Date: 2024.04.25 13:51:40 -0400'
 Police Chief, Jamie Calise

Date: _____



**Town of Truro
Board of Health**

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 131 Fax: 508-349-5508
Email: lbudnick@truro-ma.gov or nrichey@truro-ma.gov

APPLICATION FOR FOOD SERVICE LICENSE - COMMON VICTUALER

Name of Business: Millan's Restaurant

New Renewal/No Changes (Skip to Section 3)

Section 1 – License Type

Type of License: Food Service Common Victualer (\$50)

Type of Food Service Establishment:

- Food Service (restaurant or take out)/ \$75
- Retail Food (commercially prepared foods)/\$15
- Residential Kitchen \$25
- Bed & Breakfast w/Continental Breakfast
- Catering/ \$50
- Manufacturer of Ice Cream/Frozen Dessert / \$10
- Bakery \$10

Section 2 – Business/Owner/Manger Information

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

Business Name: Millan's Restaurant

Owner Name: Millan's Restaurant LLC Email Address: [REDACTED]

Mailing Address: 104 Shore Road, Truro, MA 02652

Phone No [REDACTED]

Section 3 – Business Operation Details

Number of Seats: Inside: 55 Outside: Number of Employees: 12

Length of Permit: Annual Seasonal Operation

Hours of Operation: +/- 4pm To +/- 10pm

Days Closed Excluding Holidays: in season none, shoulder season Thursday - Sunday

If Seasonal: Approximate Dates of Operation: 05 / 15 / 24 To 10 / 31 / 24

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

Name: Dawnell Dennison Email Address: [REDACTED]

Mailing Address: 104 Shore Rd, Truro MA

Phone No [REDACTED] 24 Hour Emergency [REDACTED]

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

Allergen Awareness Certification (attach copy):

Has your menu changed from last year? Yes No

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

New business. See attached Menu

Section 4 - Attestation

Attestation

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

Signature of Applicant: D.D. **Date:** 4/4/24

Application Checklist:

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

FOR HEALTH DEPARTMENT USE ONLY	
Comments: _____	
Review by _____	Date _____



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

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

Applicant Information

Please Print Legibly

Business/Organization Name: Millan's Restaurant LLC

Address: 104 Shore Road

City/State/Zip: Truro, MA 02652 Phone # [REDACTED]

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input type="checkbox"/> I am an employer with _____ employees (full and/ or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input checked="" type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p>Business Type (required):</p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input checked="" type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other _____</p>
---	---

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 **If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

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

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

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

Signature: D. D. [Signature] Date: 4/4/24

Phone #: _____

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: _____ Phone #: _____



MILLRES-01

JLOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2024

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

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


PRODUCER Kaplansky Insurance PO Box 267 154 Shore Rd North Truro, MA 02652	CONTACT NAME: PHONE (A/C, No, Ext): (508) 487-6060 FAX (A/C, No): (508) 487-2040 E-MAIL ADDRESS: info@kaplansky.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : The Hartford</td> <td>19862</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Hartford	19862	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Millan's Restaurant, LLC 104 Shore Rd. North Truro, MA 02652														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				4/18/2024	4/18/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Restaurant: 104 Shore Rd., North Truro, MA 02652

CERTIFICATE HOLDER Town of Truro 24 Town Hall Rd. Truro, MA 02666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

HEALTH DEPARTMENT
TOWN OF TRURO

APR 30 2020

RECEIVED BY



Millan's
Restaurant

Raw Bar

Oysters \$18^{GF}

Half a dozen served with Pomegranate Mignonette or cocktail sauce

Shrimp Cocktail \$17^{GF}

Five cooked shrimp, sweet and spicy sauce, avocado, cucumber, pickled onion

Starters

Garlic Knot Bread (\$6)^{DR WH}

House-made savory orange, mint, compound butter and honey

Tuna Poke \$18^{SY WH SS}

Sushi grade ahi tuna cubes, tamari, garlic, scallions, sesame marinade, cucumber, avocado, pickle onion. Served on a fried wonton with sriracha aioli

Peach and Burrata \$16^{GF DR}

Balsamic marinade grilled peaches. Two 2oz creamy burrata cheese with crispy, prosciutto, balsamic glaze

Scallop and Wild Mushroom Chowder \$12^{GF DR}

Garnished with chives, and paprika oil

Salads

Caesar Salad \$17^{GFM DR FS}

Garlic parmesan dressing, croutons (add white anchovy \$3)

Italian Chop Salad \$16^{VG GFM}

Mix greens, pepperoncini, kalamata, olives, cherry tomato, onions, and herb croutons, with a vegan creamy Italian dressing

Roasted Beet Salad \$16^{GF DR NT}

Roasted red beets, arugula, chevre, and pistachios with a horseradish creamy dressing

Sides

10 oz Grilled Statler Chicken Breast \$14^{GF}

Parmesan Herb Truffle Fries \$8^{WH DR}

Stir Fry Vegetables \$12^{GF SY}

Carrots, asparagus, broccoli, peppers, onions, seasoned with soy, ginger, garlic

Main

Parmesan Herb Crusted Cod \$32^{GF DR}

10 oz local cod, mashed potato, scampi sauce, cherry tomatoes, vegetables

Pan Seared Scallops (MP)^{GF EG DR}

8 oz local scallops, over celery root, corn, fingerling potatoes, pearl onion hash, orange saffron aioli, vegetables

Lobster Risotto (MP)^{GF DR}

5 oz butter-poached fresh local lobster meat, truffle parmesan risotto, edamame, vegetables

Roasted Cornish Hen \$32^{GF DR}

Garlic, herb, mustard rub, mashed potato, creamy mustard sauce vegetables

Duck Leg Confit \$46^{GF DR}

Two tender legs, mash, potato, blueberry port balsamic reduction, vegetables

Rack of Lamb \$54^{GF DR}

14 oz rack of lamb, garlic herb crusted, roasted garlic potato mash, mint chimichurri, veal demi-glace, vegetables

Beef Medallions \$38^{GF DR}

8 oz beef tenderloin, garlic balsamic marinade pan seared, with mushrooms, caramelized risotto, vegetables

Green Curry^{GF}

Cauliflower \$26^{VG} or Shrimp \$36

Roast sweet potato, broccoli, chickpea, coconut green curry sauce, basmati rice, pineapple chutney

Vegan Bolognese \$28^{VG GFM}

Plant-based "meat", onion, garlic, carrots, tomato, fettuccine pasta

Wild Boar Bolognese^{GFM DR}

Ground wild boar and ground beef, onion, garlic, carrot, tomato, fettuccine pasta

Cheeseburger \$18^{WH EG DR}

8 oz all-natural beef, lettuce, tomato, onion, pickle, fries (add on for \$2 each bacon, chipotle caramelized onion

^{GF} Gluten-free ^{GFM} Gluten-free modify ^{VG} Vegan ^{DR} Dairy ^{EG} Egg ^{FS}

^{Fish} ^{SS} Sesame ^{NT} Nut ^{WH} Wheat

*Consumer Advisory

Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food borne illness especially if you have certain medical conditions.

Be advised that food prepared here may contain these ingredients: milk, eggs, wheat, soybean, peanuts, tree nuts, fish, and shellfish.

If you have a food allergy or a special dietary requirement please inform a member of our staff



Dessert

Mango Parfait \$13 ^{DR EG}

Creamy frozen mousse texture, mango glaze

Mocha Creme Brulee \$14 ^{DR EG}

Rich custard base, a twist of mocha flavor, topped with a layer of caramelized sugar

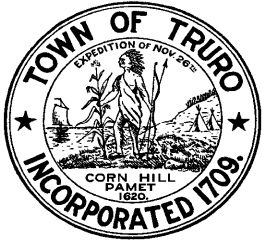
Peach Blueberry Crumble \$14 ^{WH EG DR}

Crispy crumbly topping, with a side of vanilla ice cream

Ice Cream ^{DR GF}

Sorbet ^{VG}

(Single \$6, Double \$10)



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Planning

REQUESTOR: Barbara Carboni, Town Planner & Land Use Counsel

REQUESTED MEETING DATE: May 14, 2024

ITEM: Appointment of Special Counsel for 100 Route 6 Litigation

EXPLANATION:

This agenda item requests the appointment of Adam Costa, Esq., Mead, Talerman & Costa, LLC as Special Counsel to represent the Zoning Board of Appeals in the three related cases pertaining to 100 Route 6 property.

- The ZBA is currently a party to two Land Court cases (appeals of ZBA decisions upholding the Building Commissioner’s cease and desist orders with respect to the 100 Route 6 property), and a related Superior Court case in which the Building Commissioner appeals the constructive grant claimed.
- KP Law has a conflict in representing the Zoning Board of Appeals in the Superior Court and Land Court cases because the firm represents the Building Commissioner as a plaintiff *against* the Zoning Board of Appeals in the Superior Court case. The Town therefore needs special counsel to represent the ZBA in the Land Court and Superior Court litigation.
- Adam Costa, Esq., Mead, Talerman & Costa, LLC is recommended for appointment as Special Counsel. Attorney Costa and his firm focus on representation of municipal clients, and he has ample experience in zoning litigation.

FINANCIAL SOURCE (IF APPLICABLE): Legal Budget

IMPACT IF NOT APPROVED: ZBA will be unrepresented in three cases, unless another attorney/firm is appointed special counsel.

SUGGESTED ACTION: Motion to appoint Adam Costa, Esq., Mead, Talerman & Costa, LLC as Special Counsel to represent the Zoning Board of Appeals in:

100 Route 6 LLC et al. v. Arthur F. Hultin et al., Land Court Case No. 23 MISC 000668

100 Route 6 LLC et al. v. Arthur F. Hultin et al., Land Court Case No. 24 MISC 000141

Richard Stevens v. Zoning Board of Appeals, Barnstable Superior Court Civil Action No. 2372CV00454

and to authorize the Town Manager to enter into a contract with Mead Talerman & Costa for purposes of this representation.

ATTACHMENTS: Resume of Adam Costa, Esq.
Firm summary of Mead, Talerman & Costa
Draft fee agreement

Adam J. Costa, Esq.

4 Pond Edge Lane, Ipswich, Massachusetts 01938 (978) 831-3008
adam@mtclawyers.com

EMPLOYMENT

Mead, Talerman & Costa, LLC

Millis, Newburyport and New Bedford, Massachusetts

Partner

January 2017 – present

Counsel both municipal and private clients on all aspects of general municipal law, land use, planning and zoning law, environmental law and real estate law, including litigation

Key positions

Lead Town Counsel for the Towns of Alford, Berkley, Lunenburg, Townsend and Tyngsborough. Co-Lead City Solicitor for the City of Haverhill. Lead Litigation Solicitor for the City of Fitchburg. Special Tax Counsel for the Town of Bellingham. Special Land Use Counsel for the Town of Boxborough. Special Counsel to the Planning Board for the Town of Clinton. Special Chapter 40B Counsel to the Zoning Boards of Appeal for the Towns of Boylston and Lancaster.

Representative cases

Baun v. Board of Selectmen of Ashland, 87 Mass. App. Ct. 1130 (2015). Successfully defended Town against residents' attempt to prevent the sale of municipal land for an age-restricted affordable housing project.

Berkley Soil Conservation Bd. v. Pontes, Bristol Superior Court Docket No. 0373CV00692 (2023). After two decades of litigation, obtained multiple findings of contempt against the Defendant and an award of attorney's fees.

Cronin v. Town of Lunenburg Zoning Bd. of Appeals, 92 Mass. App. Ct. 1130 (2018). Successfully defended the Building Inspector's refusal of a building permit for a property rendered unbuildable by application of the doctrine of infectious invalidity.

Davis v. Old and Historic Marblehead Districts Comm'n, Essex Superior Court Docket No. 1977CV00689 (2021). Defeated challenge to the Commission's denial of a Certificate of Appropriateness relative to certain alterations to an historic residence.

Gannon v. Zoning Bd. of Appeals for the Town of Middleton, Essex Superior Court Docket No. 1677CV01856 (2019). After trial, successfully defended the issuance of a cease-and-desist order prohibiting use of an accessory apartment not lawfully permitted.

Godfrey v. Board of Appeals of Lancaster, 71 Mass. App. Ct. 1118 (2008). Successfully defended the Board of Appeals' denial of the protections due nonconformities to an otherwise unlawful structure.

Harlow v. Board of Assessors of the Town of Kingston, ATB Docket No. F334486 (2020). Successfully defended the Board's valuation of certain vacant waterfront land.

Ivers v. Board of Appeals for the Town of Marblehead, Essex Superior Court Docket No. 1477CV01991. After a two-day trial, successfully defended the Board's denial of a special permit to develop pre-existing, nonconforming properties that had merged as a matter of law.

Liebman v. Zoning Bd. of Appeals of the Town of Marblehead, Land Court Docket No. 14 MISC 484527 (2017). After three-day trial, successfully defended the Board's enforcement of the Town's Zoning Bylaw to prohibit operation of a landscaping business in a residential neighborhood.

Pond View Commons, LLC v. Lunenburg Zoning Bd. of Appeals, HAC Docket No. 2023-01 (2023). On an interlocutory challenge, obtained a Housing Appeals Committee (HAC) ruling

that the Board had no authority under G.L. c. 40B to grant waivers to extend water and sewer services beyond the existing Water District or sewer service area.

Town of Duxbury v. Webster Point Village, 103 Mass. App. Ct. 1103 (2023). Defeated the Defendant's attempt to dismiss the Town's contract and quasi-contract enforcement claims under the Commonwealth's anti-SLAPP law.

Blatman, Bobrowski, Mead & Talerman, LLC

Concord, Massachusetts

Partner

July 2014 – December 2016

Associate

July 2006 – June 2014

Advised municipal clients on a wide range of topics; provided legal expertise on comprehensive permit applications, smart growth zoning initiatives & expedited permitting • Issued legal opinions on a variety of zoning and land use matters • Represented both private & municipal clients at zoning board, planning board & select board meetings • Drafted pleadings, motions & discovery in preparation for trial • Reviewed & revised real estate documents • Prepared for & conducted real estate closings on & refinances of residential properties

Forsyth County District Attorney's Office

Winston-Salem, North Carolina

Aide to the Assistant District Attorney

March 2006 – May 2006

Argued cases in both the traffic & domestic violence divisions • Handled pleas and payment of citations in the infractions division • Assisted with bench trials in the criminal division • Helped prosecute juvenile offenders

Blanco, Tackabery, Combs & Matamoros, PA

Winston-Salem, North Carolina

Junior Associate

January 2006 – May 2006

Helped newer municipalities draft zoning ordinances • Advised town boards on zoning enforcement procedures • Discussed strategies for managing future growth and urban sprawl • Attended town council meetings & work sessions • Drafted legal documents for litigation practice

Hamilton, Brook, Smith & Reynolds, PC

Lexington, Massachusetts

Legal Assistant

July 2000 – August 2000

Analyzed & summarized abstracts from scientific journals & essays • Compiled database of pertinent authority in preparation for trial

EDUCATION

Wake Forest University School of Law

Winston-Salem, North Carolina

Juris Doctor

May 2006

Phi Alpha Delta • Stanley Moot Court Competition (Winner) • Gabrielli Family Law Moot Court Competition (Qualifier) • National Moot Court Competition (Participant) • CALI Excellence for the Future Awards – Environmental Law, The Civil Law Tradition, American Legal History & Trial Practice • 2006 N.C. Academy of Trial Lawyers Award

University of New Hampshire

Durham, New Hampshire

Bachelor of Arts, *cum laude*

May 2001

Majors – Political Science & International Affairs, Minor – Spanish

Dean's Scholarship • University Honors Scholar • Pi Sigma Alpha • Phi Gamma Mu • Novice & Varsity Crew • Committee on International Studies • Student Environmental Action Coalition • Teaching Assistant

MEMBERSHIPS

Bar Admissions: Commonwealth of Massachusetts, State of New Hampshire, U.S. District Court for the District of Massachusetts, U.S. District Court for the District of New Hampshire, U.S. Appeals Court for the First Circuit
American Bar Association (ABA)
Massachusetts Municipal Lawyers Association (MMLA)
Massachusetts Super Lawyers (2021, 2022, 2023, 2024)

PUBLICATIONS & PRESENTATIONS

Presenter, Annual Conference and Spring and Fall Workshops, Citizen Planner Training Collaborative (CPTC) (2016-present)
“Adopting and Revising Rules and Regulations,” CPTC Workshop Presentation and Supplemental Materials (2019)
“Drafting Zoning Amendments,” CPTC Workshop Presentation and Supplemental Materials (2019)
“Zoning with Overlay Districts,” CPTC Workshop Presentation and Supplemental Materials (2019)
“Zoning for Medical Marijuana: Approaches and Considerations,” Boston Bar Journal (2016)
Panelist, “The Next 10 Years of Smart Growth Housing in Massachusetts,” A Roundtable on the Chapter 40R Program (Sponsored by the Boston Foundation) (2014)



Mead, Talerman & Costa, LLC
Attorneys at Law

FIRM SUMMARY

The firm of Mead, Talerman & Costa, LLC offers the Commonwealth's cities and towns expertise in general municipal law, land use and zoning law, energy and environmental law, labor and employment law and residential and commercial real estate law. The firm's practice is focused on these areas, providing its clients with relevant, timely and sound counsel. Most of the firm's clients are municipalities, housing authorities and other public and quasi-public entities. The firm provides counsel in all areas of municipal law. With offices located in Newburyport, Millis and New Bedford, the firm is geographically well-situated to effectively serve all of its municipal clients.

The firm's attorneys provide general municipal counsel as well as project-based special counsel services. The team is thoroughly familiar with the day-to-day workings of municipal government and the myriad of challenges facing localities as they manage daily operations, emergency situations, long-term planning and strategic efforts. The firm presently serves as City Solicitor for Fitchburg and Haverhill and also serves as Town Counsel for the Towns of Alford, Ashland, Berkley, Burlington, Deerfield, Douglas (as co-Town Counsel), Easton, Groveland, Hadley, Hanson, Holliston, Kingston, Longmeadow, Ludlow, Lunenburg, Marblehead, Maynard, Merrimac, Middleton, Millis, Newbury, Rehoboth, Southborough, South Hadley, Stoughton, Townsend, Tyngsborough, Wilbraham, Winchester, Wrentham and Yarmouth. The firm's attorneys have also represented well over 100 municipalities in the past 20 years on Special Counsel assignments. For over ten years, Mead, Talerman & Costa, LLC, has taken pride in creating strong ongoing relationships with its municipal clientele.

ATTORNEYS

In addition to being well-versed in the full spectrum of services we offer, our attorneys' areas of expertise in the municipal context are as follows:

Lisa L. Mead: Municipal law; land use and planning law; renewable energy

Jason R. Talerman: Municipal law; land use, planning, wetlands and environmental law; renewable energy; trial and appellate court advocacy

Adam J. Costa: Municipal law; land use and planning law; trial and appellate court advocacy

Katherine M. Feodoroff: Municipal law; labor and employment law

Brian Winner: Municipal law; land use, planning, wetlands and environmental law

Alex Castro: Municipal law; labor and employment law

Stephen J. Chaplin: Municipal law; labor and employment law

Ryan S. Clemens: Municipal law; land use, planning, wetlands and environmental law; conservation and coastal development

Jane Medeiros Friedman: Municipal law; labor and employment law

Elizabeth Lydon: Municipal law; land use, planning and wetlands law; procurement law

Matthew D. Provencher: Municipal law; land use and planning law; trial and appellate advocacy

Bethany J. Raffa: Commercial and residential real estate law; municipal law

Benjamin Roberts: Municipal law; land use and planning law; real estate law

Joseph Ruotolo, Jr.: Commercial and residential real estate law; municipal law

Per C. Vaage: Municipal law; land use; title matters and contracts

Samantha Vasques: Municipal law; labor and employment law; trial and appellate advocacy

Lisa L. Mead

Partner



Lisa L. Mead, a partner in the firm, is also former City Solicitor for the City of Somerville. She is a former three-term Mayor of the City of Newburyport and a former two-term City Councilor for the City of Newburyport. Lisa also served as State Director for Senator John Kerry's Massachusetts operations. Previously, she worked in a private practice specializing in real estate, banking, securities and corporate law, and as Assistant General Counsel for the Massachusetts Department of Public Welfare. As a partner at Mead, Talerman & Costa, LLC, she provides general municipal counsel services to towns and cities as well as special counsel services.

Having served as both the chief elected officer for a municipality and City Solicitor for a major urban city, Lisa is broadly qualified to assist municipalities as they address a variety of local legal issues, including: procurements, finances, licensing, zoning, affordable housing development, permitting, litigation, state and federal relations, renewable energy contracts and public construction. Drafting and negotiating power purchase agreements as well as tax agreements on behalf of municipalities have become areas of focus for Lisa.

Lisa's work also extends into local permitting for non-land use matters, such as licensing. She permitted the first commercial grade wind turbine on the North Shore and the first 5 MW solar facility in Massachusetts.

Lisa serves a myriad of different land use clients, working with private homeowners as well as large residential and commercial developers. Her work extends to providing counsel to major health care facilities concerning their real estate assets as well as permitting and related commercial leases.

Lisa has presented at the Boston Bar Association, Department of Housing and Community Development and Massachusetts Managers Association on various municipal topics such as renewable energy matters, medical marijuana permitting, managing relationships between town management and boards of selectmen, smart growth tools and other topics.

Education:

- B.A., University of Massachusetts (Amherst, Massachusetts)
- J.D., New England School of Law (Boston, Massachusetts)

Selected Publications and Presentations:

- Faculty, Suffolk University Municipal Managers Certification Program, Local Government Leadership and Management, Legal Challenges for Local Government (2016-present)
- Boston Bar Association, Local Permitting and the Wind Siting Reform Act (December 2011)

- Massachusetts Managers Association, Annual Boot-Camp; Strategies for Building Relationships among the Board of Selectmen, Town Manager and Town Counsel (October 2009 and 2010)
- Developing a Green Legal Thumb Emerging Practice Issues; Green Real Estate, How to Handle Zoning and Permitting (October 2009)
- Keeping Current with Chapter 40B, Citizens Housing & Planning Institute and Department of Housing and Community Development (October 2008)
- A New Look at the Old 40B, A Municipal Perspective, Suffolk University's Moakley Institute (September 2008)
- Local Investment Accounts Ensure Funding, "American City and County Magazine" (March 2002); co-authored with Stephen Lisauskas

Recognitions

- Selected 2022 Top Women in the Law, Massachusetts Lawyers Weekly

Jason R. Talerman

Partner



Jason R. Talerman, a partner in the firm, has been practicing municipal law for nearly two decades. Jay has wide experience in a variety of municipal practice areas and serves as primary counsel for several of the Towns that the firm represents.

Jay is well known for his expertise in Town Meeting procedures and has extensive expertise in the areas of environmental law, land use and affordable housing. He has a strong litigation background and has practiced before the Housing Appeals Committee, Appellate Tax Board, Department of Environmental Protection, District Court, Land Court, Superior Court, Appeals Court, Supreme Judicial Court, U.S. Bankruptcy Court and Federal District Court. Jay is a resident of the Town of Norfolk, where, in addition to currently serving as Town Moderator, he has served as a

member on a variety of local boards and committees, including the Conservation Commission, Community Preservation Committee, Bylaw Review Committee, Council on Aging and Master Plan Committee.

Prior to joining the firm, Jay was a partner at Kopelman & Paige, where he provided Town Counsel services to nearly a third of the cities and towns in the Commonwealth. He frequently lectures on a variety of municipal topics and served as an appointed member of the Massachusetts Housing Appeals Committee Rules Advisory Committee. Jay graduated as a Commonwealth Scholar from the University of Massachusetts with degrees in English and Communications and also attended Oxford University.

In addition to his duties with the firm, Jay is also the Director of Operations of the Boston Glory, a professional ultimate frisbee team that plays in the American Ultimate Disc League.

Education:

- B.A., University of Massachusetts (Amherst, Massachusetts)
- J.D., Boston College Law School (Newton, Massachusetts)
- Trinity College, Oxford University (Oxford, England)

Selected Publications and Presentations:

- Faculty, Suffolk University Municipal Managers Certification Program, Local Government Leadership and Management, Legal Challenges for Local Government (2016-present)
- Recent Developments in Regulatory Takings, Boston Bar Journal, Fall, 2019
- Speaker, Conference of Massachusetts Building Commissioners (Annually, 2011-present)
- Featured Panelist, 2012 REBA Annual Conference
- Speech: "Planned Production Implementation," MMA Annual Conference (2009)

- Speech: “Affordable Housing in Massachusetts,” Annual Conference of the American Planners’ Association (2006)
- Speech: “Chapter 40B Update,” CLE International Land Use Forum (2005-06)
- Speech: “Ask the Experts,” Affordable Housing Seminar (Co-sponsored by DHCD, MassHousing, CHAPA & MHP) (2004-06)
- Speech: “Housing Everyone in the Commonwealth,” Harvard University Kennedy School of Government (2003)
- “Life After 40B,” Architecture Boston Magazine (May/June 2003)
- Presenter, “Community Preservation Act,” SE and Western Mass Moderators Associations

Adam J. Costa

Partner



Adam J. Costa, a partner in the firm, is an experienced practitioner in the areas of general municipal law, land use and zoning law and real estate law. He is admitted to practice in both Massachusetts and New Hampshire.

Adam works with a varied clientele including municipalities, private developers and other individuals. He advises municipal clients on a wide range of topics, from substantive matters such as bylaw enforcement and property sales/acquisitions to procedural matters such as procurement and Open Meeting Law compliance. Representing both municipal and private clients, Adam has extensive experience with Chapter 40B development, the adoption of Chapter 40R smart growth zoning and expedited permitting under Chapter 43D. Adam is

also well-versed in all aspects of residential and commercial real estate law.

Adam frequently represents clients in the District Courts, Superior Courts, Housing Court and Land Court, as well as before administrative agencies including the Housing Appeals Committee (HAC), the Department of Environmental Protection (DEP), the Appellate Tax Board (ATB) and the Alcoholic Beverages Control Commission (ABCC). Adam has successfully argued before the Massachusetts Appeals Court on multiple occasions. Representing a municipal client, Adam defended its denial of the protections afforded nonconformities to a structure that was not lawfully in existence at the time of its creation. See Godfrey v. Board of Appeals of Lancaster, 71 Mass. App. Ct. 1118 (2008). Adam also rebuffed an effort by a group of residents in a different municipality to prevent the sale of property for the development of an age-restricted affordable housing project. See Baun v. Board of Selectmen of Ashland, 87 Mass. App. Ct. 1130 (2015).

Adam is a graduate of Wake Forest University School of Law, where he was active in appellate advocacy, was selected for the Wake Forest National Moot Court Team and was a recipient of the North Carolina Academy of Trial Lawyers Award for his outstanding achievements in trial advocacy. Adam received his Bachelor of Arts degree from the University of New Hampshire, majoring in political science and international affairs.

Education:

- B.A., University of New Hampshire (Durham, New Hampshire)
- J.D., Wake Forest University School of Law (Winston-Salem, North Carolina)

Selected Publications and Presentations:

- Presenter, Annual Conference and Spring and Fall Workshops, Citizen Planner Training Collaborative (2016-present)
- “Adopting and Revising Rules and Regulations,” CPTC Workshop Presentation and Supplemental Materials (2019)
- “Drafting Zoning Amendments,” CPTC Workshop Presentation and Supplemental

Materials (2019)

- “Zoning with Overlay Districts,” CPTC Workshop Presentation and Supplemental Materials (2019)
- “Zoning for Medical Marijuana: Approaches and Considerations,” Boston Bar Journal (2016)
- Panelist, “The Next 10 Years of Smart Growth Housing in Massachusetts,” A Roundtable on the Chapter 40R Program (Sponsored by the Boston Foundation) (2014)

Recognitions:

- Selected Massachusetts Super Lawyer (2021, 2022, 2023, 2024)

Katherine M. Feodoroff

Partner

Director, Labor & Employment Law



Katherine McNamara Feodoroff has been practicing law since 2003, primarily in municipal law. Having served as the Senior Assistant Solicitor for the seventh largest city in the Commonwealth, Kate has a breadth of knowledge and deep experience in all facets of municipal law generally, ranging from open meeting law complaints to representation at town meetings. However, during her tenure with the City, and continuing with our firm, Kate has focused extensively on labor and employment law, and currently leads the firm in this practice area. Such experience includes managing labor disputes, labor negotiations, contract interpretation, unfair labor practices, discipline and termination cases, arbitrations, providing routine employment advice on FMLA, sick time abuse and performance plans, and all other facets of labor and

employment. Kate's broad experience has enabled her to provide quick and thoughtful advice to her clients on many topics routinely faced by municipalities.

Additionally, Kate has appeared frequently before the Housing Court, District Court, Land Court, Superior Court and U.S. District Court. Kate has also argued several times before the Massachusetts Appeals Court.

Kate received her Juris Doctor from Seton Hall University School of Law. She received her Bachelor of Arts degree from Boston College in Economics and German. She studied abroad in Frankfurt and Berlin, spending a year in Munich as an exchange student at the Ludwig Maximilian Universität.

Education:

- B.A., Boston College (Chestnut Hill, Massachusetts)
- J.D., Seton Hall University School of Law (Newark, New Jersey)

Brian Winner

Partner



Brian Winner has represented both public and private clients in the field of municipal law for over 15 years. In addition to serving as Town Counsel and representing municipal clients in all facets of municipal and general civil law, Brian has a broad range of experience throughout Massachusetts specializing in land use and environmental planning, permitting, and litigation. He has represented clients in a broad range of cases, including land use, tort, contract, licensing, permitting and environmental law, before all levels of the Massachusetts trial courts and administrative agencies. Brian also specializes in representing the firm's municipal clients in enforcement and compliance matters such as general and zoning bylaw compliance, subdivision compliance, wetlands compliance and nuisance and/or abandoned properties and structures.

Brian has represented a wide array of local officials, boards, commissions, councils and committees as well as mayors, building, police, fire and health officials, harbor masters, councils, boards of selectmen, planning boards, zoning boards of appeal, boards of health, historic commissions and conservation commissions. He has represented both his private and public clients before all levels of the courts, before numerous state agencies including the Department of Environmental Protection, Division of Administrative Law Appeals, Building Code Appeals Board, Board of Electricians Appeals, Elevator Appeals Board, Appellate Tax Board, Firearms Review Board and Department of Public Safety, as well as in negotiations and partnerships by and between municipalities, districts and state agencies. He also counsels both private and public clients as to navigating implementing, applying, complying with and/or enforcing the various charters, ordinances, bylaws, policies, codes and regulations they oversee or that govern their endeavors.

Brian served as member of his community's Conservation Commission and he currently serves as a member of the Massachusetts Bar Association's Public Law Council. He is also an active member of the Massachusetts Municipal Association, Massachusetts Municipal Lawyers Association and the Massachusetts Association of Conservation Commissions. Brian has also conducted seminars and workshops on various land use, governmental and administrative law topics at various municipal and community events, for the Citizen Planner Training Collaborative and for the Graduate School of Architecture at Northeastern University.

Education:

- B.A., University of New Hampshire (Durham, New Hampshire)
- J.D., Boston University School of Law (Boston, Massachusetts)

Selected Publications and Presentations:

- Faculty, Suffolk University Municipal Managers Certification Program, Local Government Leadership and Management, Legal Challenges for Local Government (2016-present)

Alex Castro

Associate



Alexander Castro has over a decade of experience representing our municipal and private clients in all aspects of labor and employment law, including collective bargaining, arbitrations, internal investigations, performance management, discrimination, reasonable accommodations, leave, wage and hour law, and workplace policies. In addition to labor and employment matters, Alex has extensive experience representing our municipal clients in proceedings of all types.

Alex previously served as in-house labor and employment counsel for the Massachusetts Bay Transportation Authority (MBTA) and while in law school clerked for both the Equal Employment Opportunity Commission and the District Court.

Education:

- B.A., Bowdoin College (Brunswick, Maine)
- J.D., Northeastern University Law School (Boston, Massachusetts)

Steve Chaplin

Associate



Steve Chaplin has been practicing law in central Massachusetts since 2013. Prior to his admission to the Massachusetts Bar, Steve served as a Judicial Intern to the Hon. William H. Pauly III in the United States District Court for the Southern District of New York and as a Law Clerk for private practices in lower Manhattan and central Massachusetts. Since 2013, Steve has represented an array of private clients in nearly all departments of the Massachusetts Trial Court as well as in arbitration, administrative, and municipal proceedings.

Steve is a summa cum laude graduate of the Berklee College of Music and cum laude graduate of Brooklyn Law School. After graduating from law school, Steve returned to his hometown in central Massachusetts and soon became an active member of his community's Rotary Club, serving a term as Club President and multiple terms as liaison to the Milford High School Rotary Interact Club. At that time, Steve also joined the board of the Claflin Hill Music Performance Foundation, Inc., a regional musical non-profit organization for which he has since served as both a performer/producer and as Board President.

In 2019, Steve became a member of his community's Planning Board, and in 2020, became Planning Board Chair. This experience ultimately led Steve to pursue a career in municipal law and to join Mead, Talerman & Costa in 2023.

Outside of law practice and municipal government, Steve performs frequently in central Massachusetts as a pianist and vocalist at his church and as a freelance jazz artist.

Education:

- B.M., summa cum laude, Berklee College of Music (Boston, Massachusetts)
- J.D., cum laude, Brooklyn Law School (Brooklyn, New York)

Ryan Clemens

Associate



Ryan Clemens joined Mead, Talerman & Costa in 2022. A recent law school graduate, Ryan interned at the United States District Court for the District of Massachusetts, the Massachusetts Land Court, the Conservation Law Foundation, the Environmental Law Institute and NOAA's Office of General Counsel, gaining experience in land use and real estate litigation, Massachusetts General Law Chapters 91 and 93A, industrial regulation, natural resource management and restoration, both within and beyond Massachusetts and across local, state, federal, and international law.

Ryan received his Juris Doctor/Master of Environmental Management from Vermont Law & Graduate School and the Yale School of the Environment. At Vermont, Ryan was a Staff Editor and Articles Editor at the Vermont Law Review, captain of the Ultimate Justice frisbee team and competed in the Debevoise Moot Court Competition. At Yale, Ryan studied legal protections for marine and coastal natural resources and strategies to conserve and co-manage those resources under the threats of climate change and overexploitation. He also worked with the NRDC on coastal development litigation and offshore aquaculture policy as part of the Environmental Protection Clinic at Yale. Ryan received his Bachelor of Arts degree from Colby College in Environmental Studies with a Policy Concentration, where he studied climate change impacts, co-management regimes and industry responses in the Gulf of Maine lobster fishery and Bermuda coral reef ecosystem.

Education:

- B.A., Colby College (Waterville, Maine)
- J.D., Vermont Law & Graduate School (South Royalton, Vermont)
- M.E.M., Yale School of the Environment (New Haven, Connecticut)

Selected Publications and Presentations:

- "Safe Harbor: The Proposed Cape Cod Seal Cull's Illegality Under the MMPA, Ineffectiveness, and Cruelty," Vt. L. Rev. Blog (June 13, 2021)
- "Fisheye Lens: Data Stewardship and Privacy Rights Under the Northeast Multispecies Fishery Management Plan's Amendment 23's Proposed Electronic Monitoring," 45 Vt. L. Rev. 323 (2021)

Jane Medeiros Friedman

Associate



Jane Medeiros Friedman has been practicing law since November 1992, specializing in municipal law. Having served as the First Assistant Solicitor for the sixth largest city in the Commonwealth, Jane has a breadth of knowledge and deep experience in areas including labor and employment disputes, labor negotiations, open meeting law and public records, code enforcement, contract negotiation, conservation, zoning, and planning issues. Jane's broad experience has enabled her to provide quick and thoughtful advice to her clients on many topics routinely faced by municipalities.

Additionally, Jane has appeared frequently before arbitrators and various state administrative agencies including the Massachusetts Civil Service Commission, Division of Labor Relations, Joint Labor Management Committee, Division of Administrative Law Appeals. Jane has also appeared before the Massachusetts Housing Court, District Court, and Superior Court.

Jane received her Juris Doctor from Southern New England School of Law (now UMass Law). She received her Bachelor of Arts degree from Southeastern Massachusetts University (now UMass Dartmouth) in Economics.

Education:

- B.A., Southeastern Massachusetts University (Dartmouth, Massachusetts)
- J.D., Southern New England School of Law (Dartmouth, Massachusetts)

Elizabeth (Liz) Lydon

Associate



Elizabeth Lydon routinely represents clients in a broad range of environmental, land use, zoning, permitting and other regulatory matters. Liz is trained in public procurement and reviews municipal contracts and bidding procedures. Liz also provides counsel on a variety of other matters affecting our municipal clients.

Prior to joining Mead, Talerman & Costa, Liz worked for the City of New Bedford representing the ZBA, planning board, park board and conservation commission, as well as various departments in procurement, contract negotiations and mediations, Housing Court and Superior Court. Liz served as a hearing officer for many years at the Department of Public Utilities, as well as a regulatory officer for the Cape Cod Commission. Liz also volunteered on the Wareham Conservation Commission for several years.

Liz graduated from Stonehill College, where she spent a semester abroad in Sicily, and went on to receive her Juris Doctor from Suffolk University Law School.

Education:

- B.A., magna cum laude, Stonehill College (Easton, Massachusetts)
- J.D., Suffolk University Law School (Boston, Massachusetts)

Matthew Provencher

Associate



Matt Provencher joined Mead, Talerman & Costa in 2022. Before joining the firm, Matt served as a law clerk to the Justices of the Superior Courts of the State of Rhode Island and the Commonwealth of Massachusetts, and spent five years in private practice at a boutique law firm specializing in complex injury litigation in Providence, Rhode Island. He has extensive experience in the use and presentation of scientific and technical expert evidence in complicated litigation and is admitted to practice in Massachusetts and Rhode Island in state and federal courts.

Matt graduated from Roger Williams University School of Law, where he was a “Notes and Comments” Editor at the Roger Williams University Law Review and a member of the Moot Court Board. Matt completed his undergraduate studies at the University of Massachusetts, Amherst.

He is currently the Vice-Chair of the New Bedford Regional Airport Commission, and is a past Vice President of the Friends of the New Bedford Public Library.

Education:

- B.A., University of Massachusetts (Amherst, Massachusetts)
- J.D., magna cum laude, Roger Williams University (Bristol, Rhode Island)

Publications:

- “Burying Evidence’s Dead Hand,” 24 *Rog. Will. L. Rev.* 317 (Spring 2019)

Bethany J. Raffa

Associate



Bethany J. Raffa joined Mead, Talerman & Costa in 2022 and focuses her practice on residential and commercial real estate title and conveyancing in Massachusetts and New Hampshire, including Buyer, Seller and Lender representations. Bethany has more than 20 years of related legal experience.

Before joining the firm, Bethany gained a volume of real estate and title experience at real estate law firms in Andover and Newburyport, Massachusetts, where she also handled estate planning, wills, trusts and probate matters, corporate formation and subdivision and condominium formation. Prior to law school, Bethany worked for five years in the private sector as an accountant.

Education:

- B.S., The University of Rhode Island (Kingston, Rhode Island)
- M.B.A., Suffolk University (Boston, Massachusetts)
- J.D., Suffolk University (Boston, Massachusetts)

Ben Roberts

Associate



Ben Roberts joined Mead, Talerman & Costa in 2023, specializing in municipal law, land use and planning law and also real estate matters. Before joining the firm, he practiced corporate law in Boston and earned his Juris Doctor from Boston College Law School in 2022.

During law school, Ben clerked for Mead, Talerman & Costa and various other firms, gaining experience in municipal, land use, construction, employment, special education, and corporate law. Ben also worked as a student attorney at Boston College Law's Community Enterprise Clinic, where he counselled non-profit and for-profit entities.

Ben graduated from Ohio State University with a business degree and worked in aerospace manufacturing and software sales before entering law school.

Education:

- B.S.B.A., Ohio State University (Columbus, Ohio)
- J.D., Boston College Law School (Newton, Massachusetts)

Joseph Ruotolo, Jr.

Associate



Joseph Ruotolo, Jr., is an experienced real estate practitioner specializing in residential and commercial real estate, title and conveyancing, representing individual buyers, entities, private and institutional lenders and sellers.

Prior to joining the firm, Joe practiced real estate law at a firm in Woburn for 12 years, where he managed the real estate practice including all aspects of conveyancing, condominium conversion, corporate entity formation and providing lenders with legal opinions.

Joe delivers very personalized, high-touch real estate services in which personal attention, efficiency, communication and responsiveness enhance the attorney-client relationship.

Prior to law school, Joe worked in the finance industry at large institutions.

Education:

- B.S., University of Maine, (Orono, Maine)
- J.D., Massachusetts School of Law, (Andover, Massachusetts)

Per C. Vaage*Associate*

Prior to joining the firm, Per Vaage was in private practice for nearly 20 years in Rhode Island, representing municipal, private, and non-profit clients in Rhode Island and Massachusetts in connection with land use, title, professional and personal liability claims, and defense and contract matters. He is a graduate of the State University of New York at Buffalo, and the New England School of Law, where he was a merit scholar.

While in law school, Per interned as an assistant clerk in the United States District Court for the District of Rhode Island under Senior Magistrate Judge Jacob Hagopian; with the Rhode Island Attorney General's office's criminal prosecution division; and with the Massachusetts Division of Administrative Law Appeals. He is licensed to practice before the State Courts in Massachusetts and Rhode Island, the United States District Court for the District of Rhode Island, the First Circuit Court of Appeals, and the United States Supreme Court.

Per has served on the boards of directors of several local nonprofits, as well as a term member of his community's budget oversight committee. He has been involved for many years coaching local youth hockey associations in Rhode Island and Massachusetts.

Education:

- B.A., SUNY at Buffalo (Buffalo, New York)
- J.D., New England School of Law (Boston, Massachusetts)

Samantha Vasques

Associate



Sam Vasques joined Mead, Talerman & Costa in 2023. Before joining the firm, Sam served as a Judicial Clerk for the Honorable William P. Robinson III of the Supreme Court of Rhode Island. She also spent eight years in private practice, representing a variety of commercial and governmental clients in a range of business, employment, and regulatory disputes in Providence, Rhode Island. She is admitted to practice in Massachusetts and Rhode Island in state and federal courts.

Sam graduated from Roger Williams University School of Law, where she was the valedictorian and a member of the Roger Williams University Law Review. Sam completed her undergraduate studies at the University of Massachusetts, Amherst.

Sam is currently the Secretary of the Portuguese-American Bar Association, and is a past President of the Rhode Island Women’s Bar Association.

Education:

- B.A., University of Massachusetts (Amherst, MA)
- J.D., summa cum laude, Roger Williams University (Bristol, RI)

Publications:

- Co-Author, “FTC Challenges Jefferson-Einstein Merger,” Antitrust Practice Group Bulletin, American Health Lawyers Association (Mar. 6, 2020)
- Co-Author, “Married, But Not Certified: An Overview of the Rhode Island MBE/WBE Certification Process and Its Application to Married Women,” Rhode Island Bar Journal: Volume 67, Number 2, September/October 2018
- Co-Author, “A New Hope: Tortious Interference with an Expected Inheritance in Rhode Island,” Roger Williams University Law Review, Vol. 22, Iss. 3, No. 3 (Summer 2017)

FIRM PROJECTS

General Municipal Counsel

Alford, Massachusetts (2022-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Ashland, Massachusetts (2008-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Bellingham, Massachusetts (2008-2017): The firm served as Town Counsel, representing the Town in all phases of municipal law.

Berkley, Massachusetts (2011-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Burlington, Massachusetts (2019-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Chatham, Massachusetts (2012-2015): The firm served as Town Counsel, representing the Town in all phases of municipal law.

Deerfield, Massachusetts (2004-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Douglas, Massachusetts (2011-present): The firm serves as Town Counsel for land use matters, representing the Town in all phases of land use matters.

Easton, Massachusetts (2010-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Fitchburg, Massachusetts (2024-present): The firm serves as City Solicitor, in charge of all legal affairs for city.

Grafton, Massachusetts (2013-2017): The firm served as Town Counsel, representing the Town in all phases of municipal law.

Groveland, Massachusetts (2022-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Hadley, Massachusetts (2022-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Hanson, Massachusetts (2014-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Haverhill, Massachusetts (2024-present): The firm serves as City Solicitor, in charge of all legal affairs for city.

Holliston, Massachusetts (2017-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Kingston, Massachusetts (2008-2023): The firm served as Town Counsel, representing the Town in all phases of municipal law.

Longmeadow, Massachusetts (2023-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Ludlow, Massachusetts (2022-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Lunenburg, Massachusetts (2017-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Marblehead, Massachusetts (2005-present): The firm serves as co-Town Counsel, representing the Town in all phases of municipal law.

Maynard, Massachusetts (2010-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Merrimac, Massachusetts (2022-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Middleton, Massachusetts (2018-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Millis, Massachusetts (2001-2006; 2017-present): From 2001-2006, Attorney Taleran served as primary municipal law contact for Town, was responsible for coordination of all legal representation including representation at Town Meeting. The firm currently serves as Town Counsel.

Millville, Massachusetts (2001-2006): Attorney Taleran served as primary municipal law contact for Town, responsible for coordination of all legal representation and representation at Town Meeting.

Newbury, Massachusetts (2013-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Norton, Massachusetts (2004-2006): Attorney Taleran served as primary municipal law contact for Town, responsible for coordination of all legal representation and representation at Town Meeting.

Rehoboth, Massachusetts (2012-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Rochester, Massachusetts (2023-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Scituate, Massachusetts (2004-present): Attorney Talerman represents the Town of Scituate on a variety of general municipal matters, ranging from tax issues to sewer construction.

Somerville, Massachusetts (2002-2004): Attorney Mead served as City Solicitor, in charge of all legal affairs for city.

South Hadley, Massachusetts (2019-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Southborough, Massachusetts (2013-present): The firm had served as Special Town Counsel for regional school district and land use matters; and, since 2021, serves as Town Counsel.

Southbridge, Massachusetts (2009-2014; 2014-present): From 2009-2014, the firm served as co-Town Counsel, representing the Town in all phases of municipal law. The firm currently serves as Special Counsel on liquor licensing and certain land use matters.

Stoughton, Massachusetts (2016-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Templeton, Massachusetts (2011-2012): The firm served as Town Counsel, representing the Town in all phases of municipal law.

Townsend, Massachusetts (2019-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Tyngsborough, Massachusetts (2018-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Uxbridge, Massachusetts (2018-2023): The firm served as Town Counsel, representing the Town in all phases of municipal law.

Wareham, Massachusetts (2011-2013): The firm served as Town Counsel, representing the Town in all phases of municipal law.

Webster, Massachusetts (2018-present): The firm serves as counsel on all land use matters as well as a variety of general municipal and labor matters.

Wilbraham, Massachusetts (2022-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Winchester, Massachusetts (2022-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Wrentham, Massachusetts (2021-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Yarmouth, Massachusetts (2016-present): The firm serves as Town Counsel, representing the Town in all phases of municipal law.

Town Meetings

In addition to the firm's assistance with Town Meetings for the foregoing Towns, Attorney Talerman has served as Town Counsel at Town Meetings in the following Towns: Blandford, Chelmsford, Edgartown, Medfield, Oak Bluffs, Salisbury, Tisbury and Westport.

Drafting Municipal Bylaws, Ordinances, Etc.

In addition to drafting by-laws for the Towns for which the firm serves as Town Counsel, the firm has drafted bylaws, ordinances, rules and regulations for the following municipalities:

Cambridge, Massachusetts (2016): Drafted suggested modifications to Outdoor Lighting Ordinance on behalf of neighborhood organization.

Clinton, Massachusetts (2011): Drafted Zoning and General Bylaw amendments to streamline permitting for designated commercially- and industrially-zoned properties.

Dighton, Massachusetts (2007): Completely recodified Subdivision Rules and Regulations for Planning Board. Enacted 2007.

Douglas, Massachusetts (2007-2010): Drafted Zoning and General Bylaw amendments to expedite the permitting process for designated industrially-zoned properties. Drafted Residentially- and Commercially-Scaled Wind Energy Conversion Facility Bylaws.

Gardner, Massachusetts (2005): Completely recodified Zoning Ordinance with Taintor & Associates. Adopted 2006.

Grafton, Massachusetts (2008): Prepared Operations and Maintenance Manual for Affordable Housing Trust.

Greenfield, Massachusetts (2009): Drafted Zoning Ordinance and General Code amendments to expedite the permitting process for designated commercially- and industrially-zoned properties.

Groveland, Massachusetts (2006): Completely recodified Zoning Bylaw.

Methuen, Massachusetts (2008): Completely recodified Zoning Ordinance. Enacted 2008.

Natick, Massachusetts (2006): Drafted Comprehensive Permit Rules for the Zoning Board of Appeals.

Needham, Massachusetts (2011): Drafted both General Rules and Regulations and Comprehensive Permit Rules of the Zoning Board of Appeals, together with Community Opportunities Group, Inc.

Norwood, Massachusetts (2010): Drafted Zoning and General Bylaw amendments for the Vanderbilt Expedited Permitting District.

Legal Assistance to Local Boards and Commissions

The members of the firm have served as City Solicitor, Town Counsel and Special Town Counsel to land use boards and commissions, (i) assisting in the review of permit applications, subdivision plan submittals, Notices of Intent and Title V applications, (ii) preparing written decisions under the direction of the board or commission and (iii) representing these boards and commissions, if necessary, in appeals before the courts and administrative agencies of the Commonwealth.

The members of the firm have successfully handled the following matters on behalf of governmental clients:

Land Use, Zoning, Environmental and Energy Law

Representation of boards and commissions in land use, zoning, environmental and energy law matters including applications for zoning relief, ANR and subdivision applications, site assignments, reviews of renewable energy projects and appeals of all of the foregoing, in the following municipalities:

Acushnet	Amesbury	Aquinnah
Ashland	Bellingham	Berkley
Blackstone	Boxborough	Boxford
Brockton	Burlington	Chatham
Chelmsford	Chilmark	Clinton
Cohasset	Concord	Dedham
Deerfield	Dighton	Douglas
Easton	Edgartown	Franklin
Freetown	Grafton	Great Barrington
Hadley	Hamilton	Haverhill
Holliston	Ipswich	Kingston
Lancaster	Malden	Mansfield
Marblehead	Maynard	Medway
Mendon	Merrimac	Methuen
Millis	Millville	Natick
Newburyport	Norfolk	Norton
Oak Bluffs	Provincetown	Quincy
Rochester	South Hadley	Sterling
Stoughton	Sturbridge	Templeton
Tewksbury	Tisbury	Uxbridge
West Boylston	Westford	Westport
West Tisbury	Winchester	

Wetlands and Sewage Disposal Systems

Representation of Conservation Commissions regarding filings and/or enforcement under the Wetlands Protection Act and local wetlands bylaws, as well as representation of Boards of Health in Title V matters, in the following municipalities:

Acushnet	Ashland	Amesbury
Bellingham	Carver	Chatham
Chelmsford	Douglas	Easton
Edgartown	Freetown	Holbrook
Kingston	Marblehead	Mattapoissett
Mendon	Millis	Millville
Norton	Provincetown	Rehoboth
Scituate	Tisbury	Upton
Westport	Yarmouth	

Comprehensive Permit Law

Comprehensive permit review (G.L. c. 40B, §§ 20-23) with a team of interdisciplinary professionals including civil engineers, traffic engineers, wetlands specialists, landscape architects, financial consultants and others, as required, as legal counsel to Zoning Boards of Appeal in the following municipalities:

Amesbury	Ashland	Avon
Bellingham	Blackstone	Boxborough
Boxford	Boylston	Brookline
Chelmsford	Dartmouth	Deerfield
Douglas	Franklin	Freetown
Georgetown	Great Barrington	Groton
Groveland	Haverhill	Holliston
Kingston	Lakeville	Lancaster
Longmeadow	Lunenburg	Mansfield
Marblehead	Marion	Mashpee
Medfield	Medford	Melrose
Mendon	Merrimac	Methuen
Millis	Natick	Needham
Newbury	Newburyport	Norfolk
North Andover	North Attleborough	Norwell
Pembroke	Petersham	Provincetown
Rochester	Sandwich	Scituate
Sterling	Sunderland	Templeton
Tewksbury	Tisbury	Tyngsborough
Upton	Wenham	West Boylston
Westford	West Newbury	Westport

Smart Growth Zoning and Housing

Smart growth overlay district review (G.L. c. 40R) with a team of interdisciplinary professionals including planners, architects, engineers and others, as required, in the following cities and towns, either as municipal counsel or working cooperatively with the municipality on behalf of a private party:

Andover	Dartmouth	Easton
Fairhaven	Foxborough	Grafton

Hingham	Kingston	Methuen
Northampton	Norwood	Pittsfield
Sharon	Walpole	

Expedited Permitting

Assistance with the adoption and implementation of the expedited permitting program (G.L. c. 43D) for commercial, industrial and/or mixed-use development of priority development site(s), as designated by the following municipalities:

Ashland	Boylston	Clinton
Deerfield	Douglas	Greenfield
Norwood	Uxbridge	Worcester

Legal Counsel to Housing Authorities

The members of the firm have served as general legal counsel to housing authorities covering all aspects of day-to-day operations along with special projects. They include:

Newburyport Housing Authority (2005-present): Provide general counsel to the Housing Authority on all matters.

Franklin Housing Authority (2015-present): Provide general counsel to the Housing Authority on all matters.

Collective Bargaining and Labor Representation

The firm serves as labor counsel having advised on all labor and employment matters from hiring to termination, grievance and arbitration proceedings, as well as unfair labor practices, certification and clarification petitions. Members of the firm have been involved with collective bargaining with the IAFF, SEIU, LIUNA, AFSME, UPSEU, Teamsters, FOP, MassCOPS, and Police Associations, through the mediation and arbitration processes.

Berkley	Brockton	Burlington
Dartmouth	Deerfield	Easton
Hadley	Hanson	Kingston
Marblehead	Maynard	Merrimac
Middleton	Milford	Millis
Newbury	Rehoboth	South Hadley
Southborough	Stoughton	Townsend
Wrentham	Yarmouth	

The firm serves as a special investigator or hearing officer for the following cities and towns:

Chatham	Fall River	Lynn
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Cannabis Representation

As Town Counsel and as Special Counsel, the firm has represented municipalities in the negotiation of Host Community Agreements for both Adult-Use and Medical Cannabis. The firm takes an active role in determining the unique needs and demands of each municipality to ensure compliance with this emerging and dynamic area of law.

Ashland	Avon	Berkley
Bernardston	Deerfield	Dighton
Douglas	Fall River	Hanson
Holliston	Kingston	Lunenburg
Marblehead	Maynard	Millis
Rehoboth	Tyngsborough	Uxbridge
Webster		

In addition to assisting in the development of Host Community Agreements, the firm has helped to develop local bylaws, some allowing the responsible siting of cannabis establishments and others effecting partial or total prohibitions, guiding each municipality through this complex process.

Finally, the firm has aided communities with navigating recent legislative changes and modifying agreements where necessary and appropriate.

REFERENCES

We invite you to contact any of the following references, each in communities where we currently provide Town Counsel services:

Alford, Town of

Contact: Peggy Henden-Wilson, Town Clerk and Selectperson
Phone: (413) 528-4536, Ext. 102
E-mail: clerk@townofalford.org

Ashland, Town of

Contact: Michael Herbert, Town Manager
Phone: (508) 532-7911
E-mail: mherbert@ashlandmass.com

Berkley, Town of

Contact: Matt Chabot, Town Administrator
Phone: (774) 501-0350
E-mail: selectmen@berkleyma.us

Burlington, Town of

Contact: Paul Sagarino, Town Administrator
Phone: (781) 270-1635
E-mail: psagarino@burlington.org

Deerfield, Town of

Contact: Kayce Warren, Town Administrator
Phone: (413) 665-1400, Ext. 105
E-mail: townadmin@town.deerfield.ma.us

Easton, Town of

Contact: Connor Read, Town Administrator
Phone: (508) 230-0510
E-mail: cread@eastonma.us

Hadley, Town of

Contact: Carolyn Brennan, Town Administrator
Phone: (413) 207-1809
E-mail: townadmin@hadleyma.org

Holliston, Town of

Contact: Travis Ahern, Town Administrator
Phone: (508) 429-0608
E-mail: Ahernt@holliston.k12.ma.us

Longmeadow, Town of

Contact: Lyn Simmons, Town Manager
Phone: (413) 565-4110
E-mail: lsimmons@longmeadow.org

Lunenburg, Town of

Contact: Heather Lemieux, Town Manager

Phone: (978) 582-4130, Ext. 143

E-mail: hlemieux@lunenburgma.gov

Marblehead, Town of

Contact: Thatcher Kezer, Town Administrator

Phone: (781) 631-0000

E-mail: kezert@marblehead.org

Maynard, Town of

Contact: Gregory Johnson, Town Administrator

Phone: (978) 897-1375

E-mail: gjohnson@TownofMaynard.net

Middleton, Town of

Contact: Justin Sultzbach, Town Administrator

Phone: (978) 777-3617

E-mail: justin.sultzbach@middletonma.gov

Millis, Town of

Contact: Michael Guzinski, Town Administrator

Phone: (508) 376-7040

E-mail: mguzinski@millisma.net

Southborough, Town of

Contact: Mark Purple, Town Administrator

Phone: (508) 485-0710

E-mail: mpurple@southboroughma.com

Townsend, Town of

Contact: Eric Slagle, Town Administrator

Phone: (978) 597-1700, Ext. 1701

E-mail: eslagle@townsendma.gov

Tyngsborough, Town of

Contact: Colin Loiselle, Town Manager

Phone: (978) 649-2300, Ext. 109

E-mail: cloiselle@tyngsboroughma.gov

CLIENT FEE AGREEMENT

1. The Town of _____, _____, _____, Massachusetts _____, (the "Client") hereby agrees to retain the law firm of Mead, Talerman & Costa, LLC, of 30 Green Street, Newburyport, Massachusetts 01950, (the "Firm") in connection with:

The provision of Special Town Counsel services to the _____ in relation to _____; and in any and all matters reasonably related thereto.

2. Legal services actually performed by the Firm for the Client shall be charged at the rate of \$295.00 per hour. Except as provided herein, no additional charge(s) will be incurred by the Client for the services of paralegals, legal secretaries or other office staff.

3. The Client has not provided the Firm with a retainer, nor is any being required as of the date hereof. The Client may be requested to provide a retainer in the event that fees are not paid in accordance herewith. Interim billings will be submitted to the Client from time to time, and said interim billings will be paid in full by the Client within thirty (30) days from the date thereof.

4. The Client understands that it has the right to consult with another lawyer in connection with any of the terms of this agreement prior to signing it.

5. The Firm's internal costs, such as telephone services, utilities and clerical assistance, are not billed to the Client. Nor are standard mailing fees or routine copying costs charged to the Client. Filing fees, the cost of bulk copying and extraordinary mailing fees (e.g. certified mailings, overnight mailings), recording costs and costs for other similar items will be billed on a direct basis to the Client. Expert consulting fees, title examinations and costs for stenographic transcripts shall also be the responsibility of the Client. If a particular charge is substantial, we may request that you pay it directly to the vendor or reimburse us immediately. The Firm agrees to obtain the Client's prior approval before incurring any disbursement in excess of \$1,000.00, except with regard to the expenses of noticed depositions. The Client agrees to pay for all of said out-of-pocket expenses within thirty (30) days of the date of any bill of statement of account for said out-of-pocket expenses.

6. It is understood and agreed that the hourly time charges for legal services include, but are not limited to, the following: court or agency appearances; travel, roundtrip from the Firm's New Bedford office; conferences; telephone calls; correspondence; legal research; preparing for and conducting depositions; preparation of pleadings and memoranda; reading and reviewing file materials; preparation for agency, pre-trial hearings and trial; and post-trial proceedings. Telephone calls and correspondence shall be billed at a minimum rate of two-tenths (2/10) of one (1) hour.

7. The Firm shall not at any time be required to continue to represent the Client unless all of the Firm's prior bills have been paid when due. In addition, the Firm shall not be required to represent the Client at trial unless the Client has paid to the Firm a retainer to

cover the reasonably expected fees and expenses of trial required by the Firm.

8. In the event that the Firm ceases to represent the Client and the Client owes an outstanding indebtedness to the Firm, the Firm shall return to the Client all papers, documents and tangible materials which the Client furnished to the Firm, if requested by the Client. The Client is not entitled to any other items such as investigative reports, depositions, or the lawyer's work product, unless said items have been paid for.

9. It is understood and agreed that bills rendered by the Firm shall, in addition to reflecting the time expended, take into account the factors prescribed by the Supreme Judicial Court to be considered as guides when determining the reasonableness of fees for legal services, including the following:

- (a) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (b) the fee customarily charged in the locality for similar legal services;
- (c) the amount involved and the results obtained;
- (d) the time limitations imposed by the Client or by the circumstances;
- (e) the nature and length of the professional relationship with the Client; and
- (f) the experience, reputation and ability of the lawyer or lawyers performing the services.

10. The Firm will retain the Client's file for six (6) years following the close of any matter. After that time, the Firm will destroy the Client's file. All originals will be provided to the Client during the representation of the Client.

11. The foregoing represents the entire agreement between the Firm and Client. By signing below, Client acknowledges that it has carefully read this Agreement, understands its contents and agrees to be bound by all of its terms and conditions; that the Firm has made no representation to the Client as to the likelihood of the outcome of any proceeding now pending or to be brought by or against the Client; and that the Client believes this Agreement to be fair and reasonable.

• REMAINDER OF PAGE INTENTIONALLY LEFT BLANK •

Town of _____,
by and through its Select Board

Date: _____, 2024

By: _____

By: _____

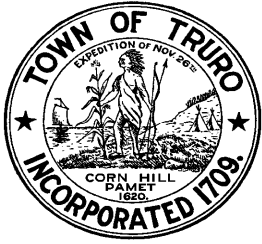
By: _____

Mead, Talerman & Costa, LLC

By: _____
Adam J. Costa, Manager

Town Accountant

DRAFT



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager, and Kelly Clark, Assistant Town Manager

REQUESTED MEETING DATE: May 14, 2024

ITEM: Town Meeting Report

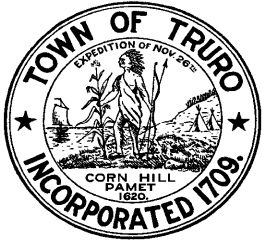
EXPLANATION: 647 voters checked-in for Special/ Annual Town Meeting on Saturday, May 4, 2024 and 364 voters checked-in for Annual Town Meeting on Sunday, May 5, 2024. Town Manager Darrin Tangeman and Assistant Town Manager Kelly Clark will provide a brief update on the event.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: *None. Report only.*

ATTACHMENTS: None



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Public Works

REQUESTOR: Jarrod Cabral, Public Works Director

REQUESTED MEETING DATE: May 14, 2024

ITEM: Discussion and Possible Approval of Affordable Housing Trust Fund Request for Town Workforce Housing Initiatives (71 North Pamet and 25 South Highland)

EXPLANATION: As construction and bid costs continue to rise, the Town Workforce Housing Initiatives at 71 North Pamet Road and 25 South Highland Road have increased. These initiatives are essential in ensuring that we can recruit and retain the workforce for the Town of Truro, as housing insecurity and unaffordability are major barriers.

Public Works Director Jarrod Cabral will provide a brief status update on these initiatives and will request funding from the Affordable Housing Trust Fund that will allow for the completion of 71 North Pamet and the Walsh Cottage at 25 South Highland. The requests will be \$41,000 for 71 North Pamet Road and \$384,713.84 for 25 South Highland Road.

Background

71 North Pamet Road was gifted to the Truro Conservation Trust was gifted who offered the town a long-term lease for the home on the property. The home will be used for housing the Town of Truro's workforce. The land itself will remain in the possession of the Trust.

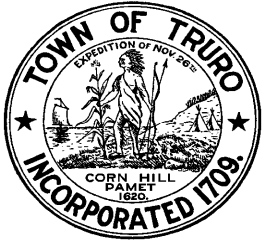
Two housing structures from two different locations, 127 South Pamet Road and 13 Walsh Way, were moved to 25 South Highland Road in February 2024. Rehabilitation of both structures is necessary to bring them up to code and provide suitable living conditions. The town intends to use the two residential structures for staff housing needs, including seasonal staff and/or newly hired year-round staff who are transitioning into the community and need a temporary home while looking for something permanent. The parcel located at 25 South Highland Road requires no zoning relief or site plan review from the planning board for the town's intended use.

FINANCIAL SOURCE (IF APPLICABLE): \$425,713.84 is requested from the Affordable Housing Trust. This funding will be coupled with the previously awarded Affordable Housing Trust Funds (\$433,824), the \$260,000 free cash transfer (2023 Annual Town Meeting) for the acquisition of 71 North Pamet and the \$900,000 Massachusetts Underutilized Properties grant.

IMPACT IF NOT APPROVED: There will not be adequate funding to bring these two housing initiatives online and the Town will not have housing available for its workforce.

SUGGESTED ACTION: *MOTION TO approve \$425,713.84 in Affordable Housing Trust Funds for the 71 North Pamet Road and 25 South Highland Road workforce housing initiatives.*

ATTACHMENTS: NONE



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Ted Malone, Community Housing Resource, Inc President and Tiffany Leung, The Community Builders Inc Development Project Manager

REQUESTED MEETING DATE: May 14, 2024

ITEM: Presentation on Project Status and Discussion and Possible Approval of Affordable Housing Trust Fund Request for Cloverleaf Development

EXPLANATION: Ted Malone, Community Housing Resource, Inc President, and Tiffany Leung, The Community Builders Inc Development Project Manager, will provide an update on the Cloverleaf Development status and will request Affordable Housing Trust Funds to leverage additional funding from other partners to close the funding gap.

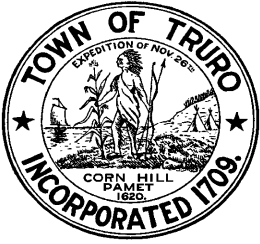
FINANCIAL SOURCE (IF APPLICABLE): Affordable Housing Trust Funds

IMPACT IF NOT APPROVED: Additional funding will not be provided, and the Cloverleaf will continue to have a funding gap. Financial commitments from other sources may not be secured.

SUGGESTED ACTION: *MOTION TO approve an additional \$800,000 in Affordable Housing Trust Funds for the Cloverleaf Development, where funds will be distributed upon commitment of funding from other sources, and upon approval by the Town Manager (Chief Procurement Officer).*

**Motion may be updated to reflect language more suitable to secure funding from other sources.*

ATTACHMENTS: Slide deck to be presented at meeting.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: May 14, 2024

ITEM: Discussion and Possible Vote on Establishment of Municipal Affordable Housing Trust Fund

EXPLANATION: At the April 24, 2001 Annual Town Meeting, Truro voters approved an article petitioning the General Court for special legislation to create an Affordable Housing Trust Fund. The legislation was approved and included as Chapter 274: An Act Authorizing the Town of Truro to Establish an Affordable Housing Trust Fund in the Acts of 2002. In 2005 the State passed Massachusetts General Law c.44, s.55c, effectively simplifying the process of establishing a local housing trust fund and setting guidelines for the trusts.

At the April 30, 2022 Annual Town Meeting, the town accepted MGL c. 44, §55C to establish a Municipal Affordable Housing Trust. By establishing an Affordable Housing Trust under M.G.L. c.44, s55c, the Town's Trust will conform with Massachusetts General Law and the new Trust will be able to accept/receive funds or property; purchase/own/manage property; sell/lease/convey property; disburse funds; borrow funds; and employ advisors/agents.

The Select Board serves as the appointing authority for the board of trustees. At this evening's meeting, the Board may wish to vote on what the makeup of the board of trustees shall be. After the 2024 Annual Town Election, the Board may then wish to appoint specific representatives to the board of trustees for a two-year term at a regularly scheduled meeting.

Staff reached out to Town Counsel to confirm that the process of establishing the new Trust is as follows:

1. Select Board identifies makeup of the board of trustees.

2. Select Board makes appointments for two-year terms.
3. Once the board of trustees is appointed, then the Select Board, convening as the original Affordable Housing Trust board, would vote to transfer all funds in the existing Affordable Housing Trust Fund into the MGL Chapter 44, Section 55C Municipal Affordable Housing Trust Fund.

Staff will report if there are any changes to these procedures upon receiving word from Town Counsel.

Staff recommends that the board of trustees be composed of two Select Board Members, two Housing Authority Members and the Town Manager.

FINANCIAL SOURCE (IF APPLICABLE): Affordable Housing Trust Fund sources typically include Community Preservation Act funds and Rooms Occupancy taxes.

IMPACT IF NOT APPROVED: The Municipal Affordable Housing Trust Fund will not be established and the existing Truro Affordable Housing Trust Fund's trustees, governance and powers will continue to be in effect.

SUGGESTED ACTION: *MOTION TO establish the Municipal Affordable Housing Trust Fund in accordance with MGL c. 44, §55C and the approval of Article 34 of the April 30, 2022 Annual Town Meeting and to establish that the board of trustees will be composed of two Select Board Members, two Housing Authority Members and the Town Manager to be appointed at a future meeting.*

ATTACHMENTS:

1. April 30, 2022 Annual Town Meeting Article 34
2. Brief explanation of Affordable Housing-Related Funds

Annual Town Meeting – Saturday, April 30, 2022	ARTICLE 34
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Article 34: Accept M.G.L. c. 44, §55C Municipal Affordable Housing Trust Fund

To see if the Town will vote to accept Massachusetts General Law Chapter 44, Section 55C (Municipal Affordable Housing Trust Fund), as printed below. The Trust shall have all of the powers enumerated below:

Section 55C. (a) Notwithstanding section 53 or any other general or special law to the contrary, a city or town that accepts this section may establish a trust to be known as the Municipal Affordable Housing Trust Fund, in this section called the trust. The purpose of the trust is to provide for the creation and preservation of affordable housing in municipalities for the benefit of low and moderate income households and for the funding of community housing, as defined in and in accordance with the provisions of chapter 44B. Acceptance shall be by majority vote of the municipal legislative body under section 4 of chapter 4.

(b) There shall be a board of trustees, in this section called the board, which shall include no less than 5 trustees, including the chief executive officer, as defined by section 7 of chapter 4, of the city or town, but where the chief executive officer is a multi-member body, that body shall designate a minimum of 1 of its members to serve on the board. Trustees shall be appointed in a city by the mayor or by the city manager in a Plan D or Plan E municipality, subject in either case, to confirmation by the city council, and in a town by the board of selectmen, shall serve for a term not to exceed 2 years, and are designated as public agents for purposes of the constitution of the commonwealth. Nothing in this subsection shall prevent a board of selectmen from appointing the town manager or town administrator as a member or chair of the board, with or without the power to vote.

(c) The powers of the board, all of which shall be carried on in furtherance of the purposes set forth in this act, shall include the following powers, but a city or town may, by ordinance or by-law, omit or modify any of these powers and may grant to the board additional powers consistent with this section:—

(1) to accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the trust in connection with any ordinance or by-law or any general or special law or any other source, including money from chapter 44B; provided, however, that any such money received from chapter 44B shall be used exclusively for community housing and shall remain subject to all the rules, regulations and limitations of that chapter when expended by the trust, and such funds shall be accounted for separately by the trust; and provided further, that at the end of each fiscal year, the trust shall ensure that all expenditures of funds received from said chapter 44B are reported to the community preservation committee of the city or town for inclusion in the community preservation initiatives report, form CP-3, to the department of revenue;

(2) to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;

(3) to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to trust property as the board deems advisable notwithstanding the length of any such lease or contract;

(4) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases, grant agreements and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the board engages for the accomplishment of the purposes of the trust;

(5) to employ advisors and agents, such as accountants, appraisers and lawyers as the board deems necessary;

(6) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the board deems advisable;

(7) to apportion receipts and charges between incomes and principal as the board deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;

(8) to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;

(9) to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the board may deem proper and to pay, out of trust property, such portion of expenses and compensation of such committee as the board may deem necessary and appropriate;

(10) to carry property for accounting purposes other than acquisition date values;

(11) to borrow money on such terms and conditions and from such sources as the board deems advisable, to mortgage and pledge trust assets as collateral;

(12) to make distributions or divisions of principal in kind;

(13) to comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the board may deem appropriate;

(14) to manage or improve real property; and to abandon any property which the board determined not to be worth retaining;

(15) to hold all or part of the trust property uninvested for such purposes and for such time as the board may deem appropriate; and

(16) to extend the time for payment of any obligation to the trust.

(d) Notwithstanding any general or special law to the contrary, all moneys paid to the trust in accordance with any zoning ordinance or by-law, exaction fee, or private contributions shall be paid directly into the trust and need not be appropriated or accepted and approved into the trust. General revenues appropriated into the trust become trust property and to be expended these funds need not be further appropriated. All moneys remaining in the trust at the end of any fiscal year, whether or not expended by the board within 1 year of the date they were appropriated into the trust, remain trust property.

(e) The trust is a public employer and the members of the board are public employees for purposes of chapter 258.

(f) The trust shall be deemed a municipal agency and the trustees special municipal employees, for purposes of chapter 268A.

(g) The trust is exempt from chapters 59 and 62, and from any other provisions concerning payment of taxes based upon or measured by property or income imposed by the commonwealth or any political subdivision thereof.

(h) The books and records of the trust shall be audited annually by an independent auditor in accordance with accepted accounting practices.

(i) The trust is a governmental body for purposes of sections 23A, 23B and 23C of chapter 39.

(j) The trust is a board of the city or town for purposes of chapter 30B and section 15A of chapter 40; but agreements and conveyances between the trust and agencies, boards, commissions, authorities, departments and public instrumentalities of the city or town shall be exempt from said chapter 30B.

or to take any other action relative thereto.

Requested by the Select Board

Explanation: At the April 24, 2001 Annual Town Meeting, Truro voters approved an article petitioning the General Court for special legislation to create an Affordable Housing Trust Fund. The legislation was approved and included as Chapter 274: An Act Authorizing the Town of Truro to Establish an Affordable Housing Trust Fund in the Acts of 2002. In 2005 the State passed Massachusetts General Law c.44, s.55c, effectively simplifying the process of establishing a local housing trust fund and setting guidelines for the trusts. This article would establish an Affordable Housing Trust under M.G.L. c.44, s55c, conforming the Town’s Trust with M.G.L. All existing funds from the original Housing Trust would be transferred to the M.G.L. c.44, s55c Trust by a vote of the Trustees (the Select Board). For an explanation of the various types of affordable-housing funds (existing and proposed), please see the definitions list on page 13.

Finance Committee Recommendation	5	0	0
Select Board Recommendation	5	0	0

Affordable Housing-Related Funds

Affordable Housing Trust Fund (EXISTING)—

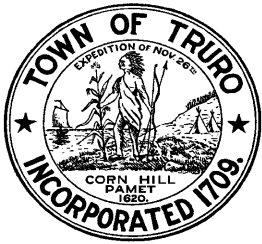
- Established by Act of Legislature in 2002 following Home Rule Petition in 2001.
- There is no trust or board of trustees; the Fund is simply a separate account maintained by Treasurer known as the Affordable Housing Trust Fund.
- Accepts appropriations by Town Meeting; proceeds from sale of Town property; sale of tax title foreclosure property.
- Sums in Fund may be appropriated by **Town Meeting** (majority vote) for **capital purchases of land or buildings** “for purposes related to affordable housing.”
- **All other expenditures** from Fund are by majority vote of **Select Board** “for purposes related to affordable housing.” The Select Board can accept/receive funds or property.
- The Select Board **cannot**, on its own, use the Fund to purchase/own/manage property; sell/lease/convey property; disburse funds; borrow funds; or employ advisors/agents.

Municipal Affordable Housing Trust Fund (ARTICLE 34-Approved Fund)—

- Established in 2005 by the state legislature (MGL c.44, s.55c).
- Trustees appointed by Select Board, no fewer than 5, includes the municipality’s chief executive officer (town manager).
- Can accept/receive funds or property; purchase/own/manage property; sell/lease/convey property; disburse funds; borrow funds; and employ advisors/agents.

Affordable Housing Stabilization Fund (EXISTING)—

- Stabilization Fund (with no designated trust or board of trustees) was established at 2021 Annual Town Meeting.
- Fund has purpose of Affordable Housing (not further defined).
- 2021 Annual Town Meeting voters approved an article dedicating 33% of the receipts of the annual local room occupancy excise tax to the Stabilization Fund.
- As with any Special Purpose Stabilization Fund created under G.L. c. 40, s. 5B, appropriations from the Fund require a simple majority vote of Town Meeting.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Planning

REQUESTOR: Darrin Tangeman, Town Manager, and Barbara Carboni, Town Planner & Land Use Counsel

REQUESTED MEETING DATE: May 14, 2024

ITEM: Discussion and Possible Vote to Add Pharmacy Benefits Managers as Defendants in Opioid Litigation

EXPLANATION:

Authorization for amending complaint in opioid litigation to add certain Pharmacy Benefits Managers as defendants.

- According to a bulletin (attached) issued by the National Consortium representing government entities nationwide in opioid litigation, there may be an opportunity to add two Pharmacy Benefits Managers (Express Scripts and Optum RX) as defendants in the litigation. This is a new category of defendants.
- In order to participate in any recovery obtained from these Pharmacy Benefits Managers (assuming the court allows the joining of these additional defendants), the Town must amend its complaint to include them as defendants.
- The bulletin provides a deadline of Friday May 17, 2024 to confirm that Town agrees to the amendment of its complaint to include these defendants.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Town will not be able to participate in any recovery against these defendants.

SUGGESTED ACTION: *MOTION TO authorize the Town Manager to convey to the National Consortium the Town's agreement to amend the Town's complaint to add the Pharmacy*

Benefits Managers as defendants.

ATTACHMENTS: Opioid Litigation Bulletin dated April 26, 2024
Related email correspondence

Barbara Carboni

From: Opioid Litigation <opioidlitigation@levinlaw.com>
Sent: Friday, April 26, 2024 3:33 PM
To: Barbara Carboni
Subject: ACTION REQUIRED - Opioid PBM Update - PROTECTED - CONFIDENTIAL - ATTORNEY CLIENT PRIVILEGED

This litigation update is provided to government entities represented by the National Consortium and is protected by the attorney-client privilege. This is not a public record. Please place a notice of "Opioid Litigation Update" on your public meeting agendas but discuss these updates during executive session to preserve attorney-client privilege.

Dear Barbara Carboni :

Over the course of the last eight years, your opioid consortium has now recovered approximately \$60 billion from pharmaceutical manufacturers, distributors, and pharmacies. These funds will go a long way to helping abate the opioid crisis, but our work is not done.

As part of our continued efforts to help remedy the effects of the opioid crisis in your community, our consortium has been investigating the role that pharmacy benefit managers (PBMs) played in contributing to the crisis. PBMs are companies who administer prescription drug plans for health insurers, self-insured employers, and governments; negotiate drug prices and availability with drug manufacturers; process and pay claims; review drug utilization data and operate mail-order pharmacies.

Judge Polster recently opened a new bellwether track of cases against Express Scripts and OptumRx, two of the three PBMs with the largest market share in the United States.^[1] We are in the process of drafting a motion that would give all plaintiffs in the MDL the right to amend their claims by opting-in to a master pleading which follows the existing bellwether complaints (available [here](#)) and sets forth the legal and factual basis for claims against the PBMs. In connection with this effort, we are recommending that, subject to our obtaining Court approval, you agree to amend your current complaint to add claims against Express Scripts and OptumRx and their relevant subsidiaries (the PBM Defendants) concerning their role in fueling the opioid crisis.^[2]

To understand the PBM Defendants' ability to impact the opioid crisis, one need look no further than the statements of their own employees who, in internal emails, stated as follows:

"No component of our healthcare system is in a better position to deliver more immediate and more impactful changes to the current course of this crisis than our nation's PBMs. . . . PBM's are in a very powerful position to deploy systems-based claims edits that can ensure that physician prescribing and pharmacy dispensing is in line with the most-up-date scientific evidence and national consensus guidelines . . . PBMs also bring enormous clinical and analytic horsepower to the table to be able to more effectively screen for aberrant prescribing and dispensing of opioids by

our nation's physicians and pharmacies; to risk stratify patients based upon potentially for dependency, addiction and overdose; and the ability to deploy numerous interventions targeted at both the provider and the patient themselves to clinically intervene in a more timely and effective manner to decrease such risks. As an intermediary between the physician, pharmacist, patient, pharmaceutical manufacturer, health systems, and other components of the industry, the PBM is also in an ideal position to drive improvements in education and awareness of the dangers of opioid therapy and the various tools available for all constituents to contribute to positive change in the course of this epidemic."

Despite all these resources and a raging epidemic, one can only wonder why the PBM Defendants failed to act. Again, to answer this question, we need look no further than their own documents. For example, in 2017, when clients and government agencies were "demanding" change to limit the flow of pills, Express Scripts concluded that if they "were to implement either the 7 day or 10 day limit on short acting opioids which are most profitable for us we are looking to lose \$10-\$20 Million in margin." In other words, Express Scripts knew that if they put tools in place to restrict short acting opioid prescription fills to seven or ten days, it would cost them \$10 to \$20 million per year.

The PBM Defendants' role in creating and sustaining the opioid epidemic has been largely hidden from public scrutiny. However, evidence recently developed in the MDL, including the documents described above, reveals that the PBM Defendants, hired by third party payors, insurers, and health plans to design formularies and administer prescription drug programs and colluded with the Opioid Manufacturers to make opioids more available. The PBM Defendants had a broad scope of knowledge concerning the opioid crisis by virtue of their access to opioid utilization data for the individuals covered by the insurance plans they administer, their contracts with over 98% of the retail pharmacies in the country, and the detailed dispensing data they collect with respect to the opioid prescriptions filled at every pharmacy in their networks.

Instead of using this data, however, to identify concerning red-flag opioid prescriptions and implement restrictions that would have curtailed the flow of pills, the PBM Defendants knowingly ignored this information and, to increase their profits, they permitted their pharmacy networks to dispense billions of opioid pills into communities across the country. These actions by the PBM Defendants allowed the market to be flooded with prescription opioids and facilitated the opioid epidemic. Based on their conduct, the PBM Defendants would be sued in their capacities as: (1) PBMs; (2) data, analytics, research, and marketing providers; and (3) mail-order pharmacies.

If the Court permits it, amending your complaint will ensure that you have the opportunity to participate in any recovery if there is a favorable resolution of claims against the PBMs. Public entities that amend their complaints potentially could recover from the PBMs, while cities and counties who do not amend may be unable to participate in any recovery.

Please respond by Friday, May 17, 2024 confirming that you agree to the amendment of your complaint to add the PBM Defendants, including related subsidiaries. Alternatively, if you have any questions about the case against the PBMs or the proposed amendment process, let us know.

Send all responses and inquires on this topic to Aaron Harrah at Hill, Peterson, Carper, Bee & Deitzler, PLLC at amendmycomplaint@hpcbd.com.

For your convenience and to assist us with tracking responses, if your subdivision agrees to amend its complaint to add the PBM Defendants, in the subject line of your responsive email, please use the following format: [State abbreviation]_[Subdivision name]_[Subdivision type (County, Tribe, Parish, City, Town)]_[Agree].

As an example, if Greenbrier County, West Virginia, agrees to amend its complaint to add the PBM Defendants the subject line of its responsive email would be: WV_Greenbrier_County_Agree.

A Tribe's response would be: MT_Blackfeet_Tribe_Agree.

A Parish's response would be: LA_St. John's_Parish_Agree.

The same format would apply similarly to Cities and Towns.

We look forward to hearing from you. Thank you for the continued opportunity to serve your community.

Aaron Harrah

amendmycomplaint@hpcbd.com

Hill, Peterson, Carper, Bee & Deitzler, PLLC | Attorney

800.822.5667

304.414.4198 Direct Dial

www.hpcbd.com

Mark Pifko

Baron & Budd, P.C. | Shareholder

310.467.7799 mobile

818.839.2325 direct

818.839.2333 main

www.baronandbudd.com

[1] The other of the three largest PBMs in the country, CVS Caremark/Caremark Rx, is a subsidiary of CVS Health. Caremark was included in the recent national CVS settlement.

[2] The relevant Express Scripts entities are: Express Scripts, Inc.; Express Scripts Administrators, LLC; Medco Health Solutions, Inc.; ESI Mail Order Processing, Inc.; ESI Mail Pharmacy Service, Inc.; Express Scripts Pharmacy, Inc.; Evernorth Health, Inc. (formerly Express Scripts Holding Company); and Express Scripts Specialty Distribution Services, Inc. The relevant OptumRx entities are: UnitedHealth Group, Inc., Optum, Inc., OptumInsight, Inc., OptumInsight Life Sciences, Inc., OptumRx, Inc., OptumRx Discount Card Services, LLC; Optum Perks, LLC; OptumHealth Care Solutions, LLC; OptumHealth Holdings, LLC; and Optum Health Networks, Inc.

National Prescription Opioids Litigation Consortium

Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A.

Pensacola, Florida

www.levinlaw.com

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McHugh Fuller Law Group, PLLC
Hattiesburg, Mississippi
www.mchughfuller.com

Hill, Peterson, Carper, Bee & Deitzler, PLLC
Charleston, West Virginia
www.hpcbd.com

Powell & Majestro, PLLC
Charleston, West Virginia
www.powellmajestro.com

Greene, Ketchum, Bailey & Tweel, LLP
Huntington, West Virginia
www.greeneketchum.com

Farrell & Fuller, LLC
San Juan, Puerto Rico

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To ensure prompt delivery of these updates,
please add opioidlitigation@levinlaw.com to your contacts and work with your IT department to ensure levinlaw.com is on your safe senders list.

This email was sent to bcarboni@truro-ma.gov
[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)
Levin Papantonio · 316 S Baylen St Ste 600 · Pensacola, FL 32502-5996 · USA

Barbara Carboni

From: Aaron Harrah <Aaron@hpcbd.com>
Sent: Tuesday, April 30, 2024 2:14 PM
To: Barbara Carboni
Cc: Opioid Complaint
Subject: RE: adding defendants

This will be adding defendants to Truro's case and will be its second amended complaint.



Aaron Harrah
Attorney
Aaron@hpcbd.com
800.822.5667
304.414.4198 Direct Dial
304.345.1519 Fax
<http://www.hpcbd.com>



Hill, Peterson, Carper, Bee & Deitzler, PLLC
Northgate Business Park
500 Tracy Way
Charleston, WV 25311

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From: Barbara Carboni <bcarboni@truro-ma.gov>
Sent: Tuesday, April 30, 2024 2:02 PM
To: Aaron Harrah <Aaron@hpcbd.com>
Cc: Opioid Complaint <amendmycomplaint@hpcbd.com>
Subject: RE: adding defendants

Thanks Aaron. Will this be a new complaint, or are we adding defendants to an existing case or cases?

Barbara Carboni AICP
Truro Town Planner and Land Use Counsel

(508) 214 0928

From: Aaron Harrah <Aaron@hpcbd.com>
Sent: Tuesday, April 30, 2024 10:55 AM
To: Barbara Carboni <bcarboni@truro-ma.gov>
Cc: Opioid Complaint <amendmycomplaint@hpcbd.com>
Subject: RE: adding defendants

Good Morning Barbara,

The bellwether cases are picked by the judge to be tried when parties dispute liability and/or the amount of damages. The judge decides the legal issues and the jury decides the rest. Once the bellwethers are tried, the parties get a sense of how strong/weak their claims/defenses are and what those claims are worth, if anything.

HPCB & D Hill, Peterson, Carper, Bee & Deitzler, P

Aaron Harrah
Attorney
Aaron@hpcbd.com
800.822.5667
304.414.4198 Direct Dial
304.345.1519 Fax
<http://www.hpcbd.com>



Hill, Peterson, Carper, Bee & Deitzler, PLLC
Northgate Business Park
500 Tracy Way
Charleston, WV 25311

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From: Opioid Complaint <amendmycomplaint@hpcbd.com>
Sent: Tuesday, April 30, 2024 10:36 AM
To: Aaron Harrah <Aaron@hpcbd.com>
Subject: Fw: adding defendants

See email below

From: Barbara Carboni <bcarboni@truro-ma.gov>
Sent: Tuesday, April 30, 2024 9:37 AM
To: Opioid Complaint <amendmycomplaint@hpcbd.com>
Subject: adding defendants

Attorney Harrah,

Could you please explain what the bellwether cases are and how they relate to the other existing litigation? I understand adding the PBMs as defendants but I need to explain this to the Town Administrator.

Thanks,

Barbara

Barbara Carboni AICP

Truro Town Planner and Land Use Counsel

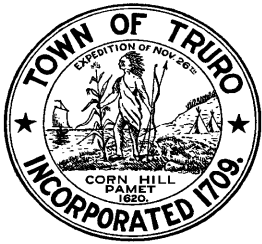
(508) 214 0928

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TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Jarrod Cabral, DPW Director

REQUESTED MEETING DATE: May 14, 2024

ITEM: Review and Possible Approval of Curb Cut Application for 281 Shore Road

EXPLANATION: Homeowner has submitted a curb cut application for 281 Shore Road. For safety considerations, the original curb cut is proposed to be abandoned, and a new curb cut will be installed on the property.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Original curb cut will not be abandoned, and a new curb cut will not be installed.

SUGGESTED ACTION: *MOTION TO approve the Curb Cut Application for 281 Shore Road and Authorize the Chair to Sign Electronically.*

ATTACHMENTS:

1. Curb cut application and supporting documents.

TOWN OF TRURO
APPLICATION FOR A CURB CUT PERMIT

Note: This permit application must be accompanied by a plan. If this permit is being applied for by someone other than the Owner of the property, the owner's signature must appear at the bottom of the application.

Date: 3/12/24

To the Select Board
24 Town Hall Road
P. O. Box 2030
Truro, MA 02666

Re: **APPLICATION FOR A CURB CUT**

Dear Board Members:

The applicant(s) hereby make application for a curb cut as follows:

Owners Name(s) (Please Print): Days Cottages

Address: # 281 Shore Rd

Phone Number: Mark Haversat

Email Address: MHaversat

Curb Cut Street Location: across from cottage 19

Affected Town or State road: Shore Rd/Rte 6A

Truro Assessor's Map Number: 13 Parcel Number: 24

Name of contractor: Cape Cod Excavating, Inc

Contractor Phone Number: 508-487-6213

Contractor Email: capecodexcavating@yahoo.com

Reason/explanation: safer access, better visibilty entering/exiting

I/we hereby agree to the terms and conditions as outlined in this policy and attached Exhibits:


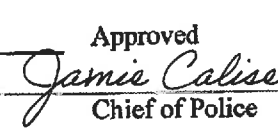


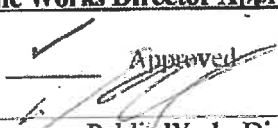

Applicant's Signature: James Withen

Owner's Signature (if different): Mark Haversat Date: 3/14/24

Owner's Address (if different): Mark Haversat Days Cottage Assoc
Truro

FOR TOWN STAFF/BOARD USE ONLY

DEPARTMENT APPROVALS

<u>Building Commissioner Approval</u>		
<input checked="" type="checkbox"/> Approved  _____ Building Commissioner	<input type="checkbox"/> Disapproved	Building Permit Number _____ Date <u>5.7.2024</u>
<u>Chief of Police Approval</u> <i>I, or my delegate, has conducted an on-site visit. I have reviewed the submitted plan and curb cut location. The proposed curb cut does not create any identifiable impediments for law enforcement access to the home or property.</i>		
<input checked="" type="checkbox"/> Approved  _____ Chief of Police	<input type="checkbox"/> Disapproved	Not Applicable Date <u>5.8.2024</u>
<u>Fire Chief Approval</u> <i>I, or my delegate, has conducted an on-site visit. I have reviewed the submitted plan and curb cut location. The proposed curb cut does not create any identifiable impediments for fire and emergency services to access the home or property.</i>		
<input checked="" type="checkbox"/> Approved  _____ Fire Chief	<input type="checkbox"/> Disapproved	Not Applicable Date <u>5.8.2024</u>
<u>Health & Conservation Agent Approval</u>		
<input checked="" type="checkbox"/> Approved  _____ Health & Conservation Agent	<input type="checkbox"/> Disapproved	Not Applicable Date <u>5/9/2024</u>
<u>Public Works Director Approval</u>		
<input checked="" type="checkbox"/> Approved  _____ Public Works Director	<input type="checkbox"/> Disapproved	Not Applicable Date <u>May 6, 2024</u>
<u>Town Manager Approval</u>		
<input checked="" type="checkbox"/> Approved  _____ Town Manager	<input type="checkbox"/> Disapproved	Date <u>5/9/2024</u>
<u>Select Board Approval</u>		
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date _____
_____ Select Board Chair		

PROPERTY ADDRESS _____

FOR TOWN STAFF/BOARD USE ONLY

CERTIFICATION OF COMPLIANCE/FINAL APPROVAL

<u>Public Works Director Declaration of Compliance</u>		
<i>I have inspected the property located at _____ and found the work requested on the Application for a Curb Cut dated _____ to be in compliance with the Select Board Policy #28 - Curb Cut Policy.</i>		
_____ Public Works Director		_____ Date
<u>Building Commissioner Final Approval</u>		
_____ Approved	_____ Disapproved	Certificate of Occupancy _____
_____ Building Commissioner		_____ Date

PROPERTY ADDRESS _____

Jarrood Cabral

From: The Silva Family <capecodexcavating@yahoo.com>
Sent: Tuesday, March 19, 2024 6:47 AM
To: Jarrood Cabral
Subject: Days Cottages
Attachments: Days Cottages Curb cut change.pdf; curb cut app.pdf; PastedGraphic-1.tiff

Hi Jarrod,
Hopefully this is everything you need, let me know if it isn't.

Plan included and marked-existing & proposed curb cut

Grade remains unchanged

Materials- 3/4 process apron aprox. 10' deep x 20' wide, Apron will be constructed on a negative grade from the hardened surface of the access road and graded in such a manner that no ponding of water occurs within the access road.

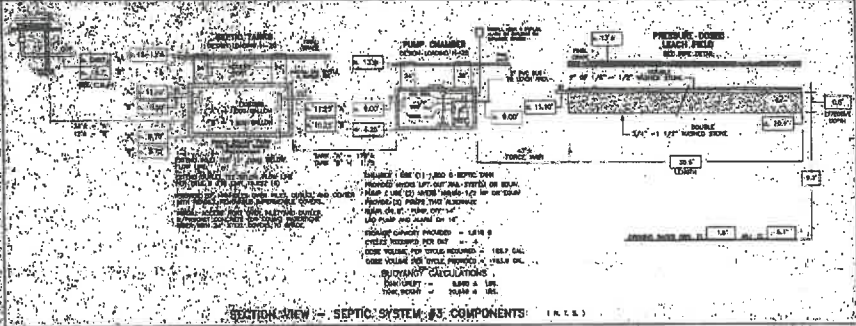
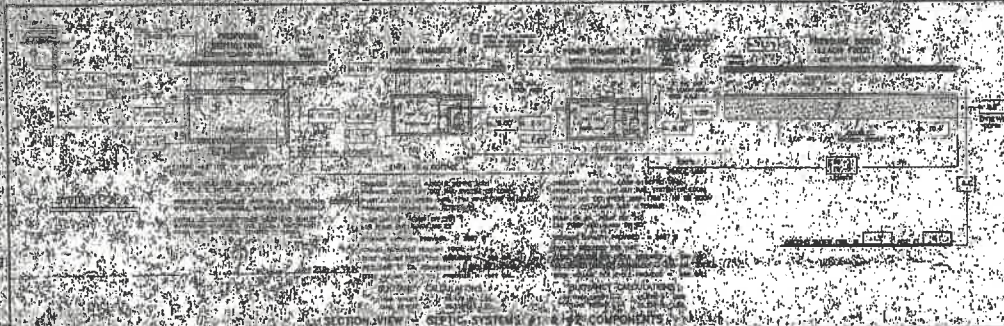
Construction Process:

Existing poles lying on the ground will be shifted towards Ptown, closing the existing access and creating a new one across from cottage 19. The parking area will remain w/ existing material. All runoff will stay on that lot and will be diverted towards areas covered with vegetation for surface infiltration. CCE will clean up any sediment inadvertently discharged, through tracking or other means, into the public way or drainage systems.

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Thank you,
Carissa Silva
508-487-6213

Cape Cod Excavating, Inc.
PO Box 71
Provincetown, MA. 02657

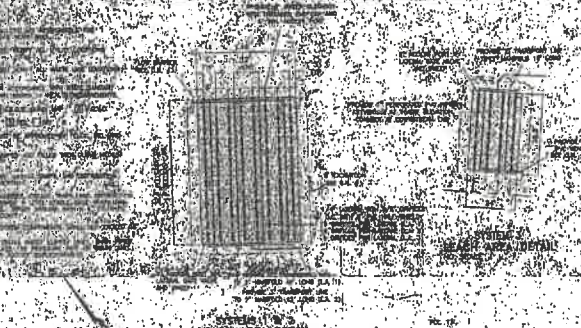


LOADS

Room	Flow Rate (GPD)	Flow Rate (GAL/DAY)
BEDROOM	1.0	360
BATH	0.5	180
KITCHEN	0.5	180
LIVING	0.5	180
DINING	0.5	180
HALL	0.2	72
CL. (CLOSET)	0.1	36
LAUNDRY	0.5	180
W.C. (WATER CLOSET)	0.5	180
B.S. (BATH ROOM)	0.5	180
TOTAL	5.8	2088

SEPTIC OBSERVATION HOLE LOGS

System	Location	Depth (ft)	Notes
SYSTEM #1	LEACH FIELD	1.0	...
		2.0	...
		3.0	...
SYSTEM #2	LEACH FIELD	1.0	...
		2.0	...
		3.0	...
SYSTEM #3	LEACH FIELD	1.0	...
		2.0	...
		3.0	...



DESIGN - SYSTEM #1

DESIGN - SYSTEM #1

DESIGN - SYSTEM #2

DESIGN - SYSTEM #3

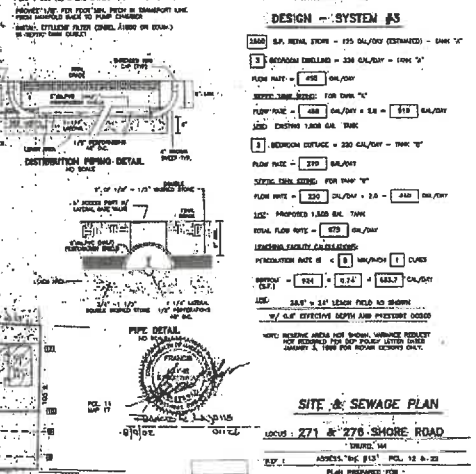
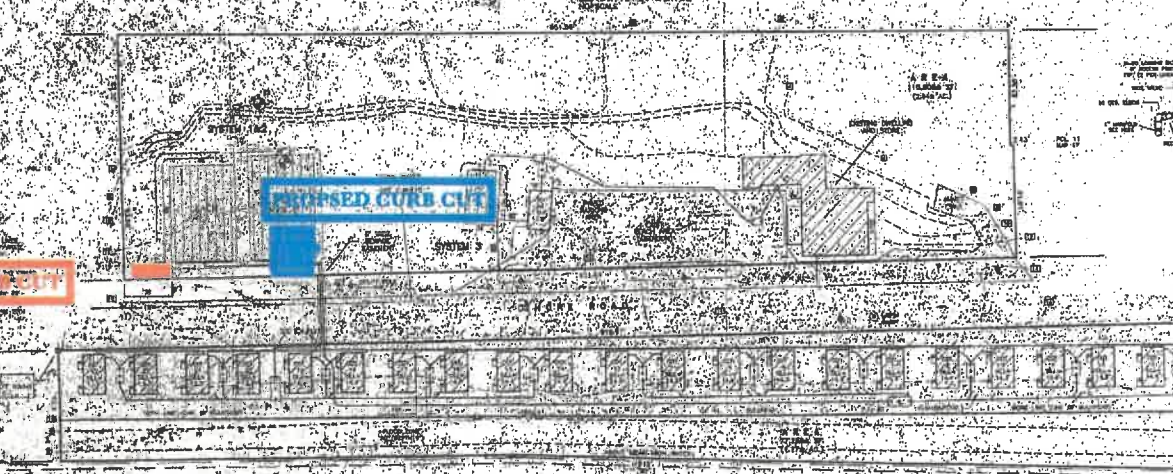
DESIGN - SYSTEM #1

DESIGN - SYSTEM #2

DESIGN - SYSTEM #3

CONSTRUCTION NOTES

1. ALL SEWER LINES SHALL BE 4" DIA. PVC SCHEDULE 40.
2. ALL SEWER LINES SHALL BE 1/2" BELOW FINISH GRADE.
3. ALL SEWER LINES SHALL BE 1/2" BELOW FINISH GRADE.
4. ALL SEWER LINES SHALL BE 1/2" BELOW FINISH GRADE.
5. ALL SEWER LINES SHALL BE 1/2" BELOW FINISH GRADE.
6. ALL SEWER LINES SHALL BE 1/2" BELOW FINISH GRADE.
7. ALL SEWER LINES SHALL BE 1/2" BELOW FINISH GRADE.
8. ALL SEWER LINES SHALL BE 1/2" BELOW FINISH GRADE.
9. ALL SEWER LINES SHALL BE 1/2" BELOW FINISH GRADE.
10. ALL SEWER LINES SHALL BE 1/2" BELOW FINISH GRADE.







281 Shore

map 13, parcel 24



Emily Beebe

From: Emily Beebe
Sent: Thursday, May 9, 2024 8:11 AM
To: Emily Beebe
Subject: Days curb cut





Key: 7037

Town of TRURO - Fiscal Year 2024

9/27/2023 7:11 pm SEQ #: 4,465

LEGALS LAND DETACHED BUILDING

CURRENT OWNER				PARCEL ID				LOCATION			
DAYS REAL EST TRUST				13-24-1				281 SHORE RD			
TRS: DAYS JOSEPH M				TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)
PO BOX 157				DAYS REAL EST TRUST				09/25/1995	99		9854-212+
NO TRURO, MA 02652-0157											

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD	
9960	100	OTHER, NON-TAX CONDO					1 of 1	
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
SS2016-3		50	SPLIT SUB		01/01/2015	GM	100	100
SS15	07/22/2005	50	SPLIT SUB				100	100

CD	T	AC/SF/UN	Nbhd	Inf1	Inf2	ADJ BASE	SAF	Inf3	Lpi	VC	CREDIT AMT	ADJ VALUE				
303	A	0.453	BPT	1.00	50	0.50	1	1.00	27,510	1.00	1	1.00	C03	2.10		12,460

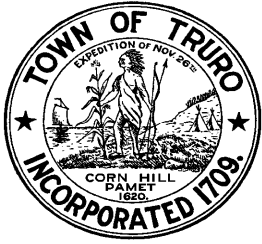
TOTAL	19,737 SF	ZONING	LBP	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Nbhd	BEACH POINT	N COMMON AREA (PARKING) FOR DAYS COTTAGES				LAND	0	0
Inf1	50%	O CONDO				BUILDING	0	0
Inf2	NO ADJ	E				DETACHED	0	0
						OTHER	0	0
						TOTAL	0	0

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING	CD	ADJ	DESC	MEASURE	LIST	REVIEW	BLDG COMMENTS
MODEL							
STYLE							
QUALITY							
FRAME							

YEAR BLT	SIZE ADJ	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN
NET AREA	DETAIL ADJ													
\$NLA(RCN)	OVERALL													
CAPACITY	UNITS													

CONDITION ELEM	CD
EFF.YR/AGE	
COND	
FUNC	
ECON	
DEPR	% GD
RCNLD	



Agenda Item: 7F

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Damion Clements, Director of Community Services

REQUESTED MEETING DATE: May 14, 2024

ITEM: Discussion and Possible Vote to Postpone Implementation of Paddlecraft and Nonmotorized Watercraft Storage Policy and Administrative Requirements

EXPLANATION: At the April 9, 2024 Select Board Meeting, the Board approved the Paddlecraft Regulations, program and fees, excluding Hobie Cat storage. In these initial weeks of standing up the program, new issues related to accessibility and reasonable accommodations have been presented. With this new complication, coupled with the short timeline to manage the administrative processes associated with the program, the Administration has determined that this program is not currently ready to be implemented, and requests that the Board consider postponing the implementation of the administrative portions of the program including fee implementation. Racks could still be installed for this summer, offering an introduction to rack storage to the community through a first-come, first-serve program approach for this first year.

The department will continue to work on the location for the paddle craft racks and non-motorized watercraft storage areas, as well as the method of implementing a fair and just selection process for the program. Staff will present to the Board any necessary revisions to the Regulations in time for the 2025 Summer Season so that complete implementation of the program and Regulations can occur at that time.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: An incomplete program may be implemented, which may create

confusion and compliance difficulties.

SUGGESTED ACTION: *MOTION TO postpone implementation of the Paddlecraft and Nonmotorized Watercraft Storage Regulations and Administrative Requirements.*

ATTACHMENTS:

1. Materials from April 9, 2024 Select Board Meeting



TOWN OF TRURO

PADDLE CRAFT RACK REGULATIONS

2024

Purpose:

The Town of Truro Paddle Craft Rack regulations have been established to provide effective utilization of the Town's coastal and inland water venues. This shall be done by controlling the placement of all vessels, establishing delineated rack spaces and annual removal. These regulations will ensure that the fragile coastal environment is protected for all to benefit in the future.

Requirements:

The Town of Truro requires a current Paddle Craft Rack Permit for any vessel that is stored on the town owned racks or designated storage area.

Fees:

A Resident sticker is \$35.00 per year (May 15 - October 15) per rack space or storage space. (Defined below).

Permits: Issued annually.

Locations:

- a) Great Hollow Beach, Great Hollow Rd, Truro, MA 02666
- b) Corn Hill Beach, Corn Hill Rd, Truro, MA 02666

Applications:

- a) Applications will be accepted between January 1 through March 1 on the Beach Office Department's web page <https://www.truro-ma.gov/truro-beach-office>.
- b) Each Paddle Craft Rack application must have its own application fee (cannot use one check for multiple applications).
- c) Applicants may only apply and receive (1) space per year.

Terms of use:

- a) Only one paddle craft vessel is permitted to occupy a rack space.
- b) Available May 15 - October 15
- c) Storage is only permitted in approved assigned rack space.
- d) No storage of other beach equipment i.e., umbrellas, beach toys, beach chairs... is allowed. These items will be confiscated.

Permit Requirements:

- a) With limited space at each location, rack space must be actively used.
- b) Starting on July 1, any rack left empty for 14 continuous days or more will be forfeited, and that rack space will be offered to the next person on the waitlist.

Suitable Vessel:

- a) A paddle craft that measures less than or equal to 20 feet long, 39 inches wide and 24 inches high.
- b) Fits within the designated rack space
- c) Does not impair the use of the rack by other permit holders
- d) Does not negatively impact natural resources
- e) Does not exceed the structural capacity of the rack.

Stickers:

- a) Must be current.
- b) Must match the rack number and location.
- c) Must be visible – the sticker shall be attached to the aft port side of the vessel above the waterline.
- d) Must have the owner's name and contact information.

Selection Process:

- a) A random selection process from all the applications received by March 1 will take place by the Deputy Community Service Director: Recreation and Beach, to fill rack space.
- b) Successful applicants will be sent a notification by email with an invoice .
- c) Payment is due within 30 days of being notified. Failure to remit payment will result in the forfeiture of the space for that calendar year.
- d) Once payment is received, the sticker with the rack location, number and space will be mailed to the successful applicant. Lower racks will be awarded to seniors and people with disabilities.
- e) The number will correspond with a number on the rack, designating the applicant's rack location.

- f) If all spaces are not filled using the random selection process, additional spaces will be filled on a first come first served basis starting with any current waiting list.

Waiting list:

- a) When all rack spaces are filled, a wait list will be established using the same random selection process.
- b) The wait list is for a calendar year only. Spaces will be filled the following year using the same random selection process described above.

Responsibilities:

- a) The Town of Truro shall not be responsible for any lost, stolen, or damaged vessels stored on Town racks.
- b) The Town shall not be responsible for any injuries resulting from the raising or lowering of these vessels onto Town racks.
- c) Vessel owners/operators will be held responsible for any damage caused by them or their vessels.

Permit Inspections:

The Program Supervisor – Beach Office, will inspect all vessels stored on Town of Truro racks. If any vessel does not have the current, visible permit, the Program Supervisor – Beach Office will contact the Truro Department of Public Works to remove the vessel. At no time shall vessels be stored outside of the designated Town of Truro rack spaces.

- a) **Non-permitted Vessel:** Any vessel that is not in compliance with the regulations will be tagged with a violation notice, stating the date, nature of the violation and contact information.
- b) Efforts will be made to notify the vessel owners.
- c) If no notice is taken within 48 hours of the initial notice, the vessel will be removed and stored at the DPW facility.
- d) There will be a \$5.00 per day storage charge assessed, which must be paid before the vessel will be released to its owner.

Abandoned Vessel:

- a) Any vessel that is left on the rack outside of the permitted dates (May 15 - October 15) without the permission of the Program Supervisor – Beach Office, will be tagged with a violation notice, stating the date, nature of the violation and contact information.
- b) Efforts will be made to notify the vessel owners.

- c) If no action is taken within 48 hours of the initial notice, the vessel will be removed and stored at the Truro DPW facility.
- d) The Town of Truro shall not be responsible for loss of property considered abandoned under this regulation.

Vessel Storage:

- a) Any vessel removed will be held at the Truro DPW Facility until the owner has been notified, vessel is claimed, storage fees paid, or for one year at which time the vessel is considered an abandoned vessel and may be disposed of in the best interest of the Town of Truro.

Violations:

Any person who violates any provision of these regulations shall be punishable by a fine of up to \$50.00 for each offense, and/or loss of ability to obtain a paddle craft storage rack permit for the following year.

Storing a paddle craft or going into the water is a personal choice and people need to manage their own risk.

To be eligible for a Paddle Craft Rack Sticker, the applicant must be one of the following:

- 1. A registered voter in the Town of Truro.***
- 2. Listed as a year-round resident on the Town of Truro Street listing. If not listed, a copy of a year-round lease or a letter from your landlord is required. Vehicles must be registered in the Town of Truro at that address and driver's license in Massachusetts RMV records must reflect the Truro address as well. In accordance with Massachusetts General Law Chapter 90, Section 26A, within 30 days of an address change you must notify the MA RMV.***
- 3. The spouse or domestic partner of a listed property owner with the same year-round address on a Driver's license, picture ID or Student ID.***
- 4. The dependent of a listed property owner with the same year-round address on a Driver's license, picture ID or Student ID.***
- 5. Property owner of record in the Barnstable County Registry of Deeds.***
- 6. Active military personnel whose home of record is Truro.***
- 7. The owner of record of a property held in trust, owned by an LLC or other legal entity.***
- 8. Possess a valid Beach Sticker to park in the town owned beach parking lots from the 3rd Saturday in June to Labor Day, between the hours of 9:00 am and 4:00 pm.***



TOWN OF TRURO
NON-MOTORIZED WATERCRAFT
STORAGE REGULATIONS
2024

Purpose:

The Town of Truro Non-Motorized Watercraft Storage Regulations have been established to provide effective utilization of the Town's coastal and inland water venues. This shall be done by controlling the placement of all vessels, establishing delineated storage spaces and annual removal. These regulations will ensure that the fragile coastal environment is protected for all to benefit in the future.

Requirements:

The Town of Truro requires a current Non-Motorized Watercraft Storage Permit for any vessel that is stored at the designated storage areas.

Fees:

A Resident sticker is \$45.00 per year (May 15 - October 15) per storage space. (Defined below).

Permits: Issued annually.

Locations:

- a) Corn Hill Beach, Corn Hill Rd, Truro, MA 02666

Applications:

- a) Applications will be accepted between January 1 through March 1 on the Beach Office Department's web page <https://www.truro-ma.gov/truro-beach-office>.
- b) Each Watercraft Storage application must have its own application fee (cannot use one check for multiple applications).
- c) Applicants may only apply and receive (1) space per year.

Terms of use:

- a) Only one watercraft vessel is permitted to occupy a storage space.
- b) Available May 15 - October 15
- c) Storage is only permitted at designated spaces.
- d) No storage of other beach equipment i.e., umbrellas, beach toys, beach chairs... is allowed. These items will be confiscated.

Permit Requirements:

- a) With limited space at each location, storage space must be actively used.
- b) Starting on July 1, any space left empty for 14 continuous days or more will be forfeited, and that storage space will be offered to the next person on the waitlist.

Suitable Vessel:

- a) Fits within the designated storage space (20' x 10').
- b) Does not impair the use of other storage space permit holders.
- c) Does not negatively impact natural resources.

Stickers:

- a) Must be current.
- b) Must match the storage space number and location and permit information.
- c) Must be visible – the sticker shall be attached to the aft port side of the vessel above the waterline.

Selection Process:

- a) A random selection process from all the applications received by March 1 will take place by the Deputy Community Service Director: Recreation and Beach, to fill storage spaces.
- b) Successful applicants will be sent a notification by email with an invoice .
- c) Payment is due within 30 days of being notified. Failure to remit payment will result in the forfeiture of the space for that calendar year.
- d) Once payment is received, the sticker with the storage space location and number will be mailed to the successful applicant.
- e) The number will correspond with a number on the storage space.
- f) If all spaces are not filled using the random selection process, additional spaces will be filled on a first come first served basis starting with any current waiting list.

Waiting list:

- a) When all storage spaces are filled, a wait list will be established using the same random selection process.
- b) The wait list is for a calendar year only. Spaces will be filled the following year using the same random selection process described above.

Responsibilities:

- a) The Town of Truro shall not be responsible for any lost, stolen, or damaged vessels stored at town owned storage spaces.
- b) The town shall not be responsible for any injuries resulting from moving watercraft to the designated storage areas.
- c) Vessel owners/operators will be held responsible for any damage caused by them or their vessels.

Permit Inspections:

The Program Supervisor – Beach Office, will inspect all vessels stored at Town of Truro storage locations. If any vessel does not have the current, visible permit, the Program Supervisor – Beach Office will contact the Truro Department of Public Works to remove the vessel. At no time shall vessels be stored outside of the designated Town of Truro storage areas.

- a) **Non-permitted Vessel:** Any vessel that is not in compliance with the regulations will be tagged with a violation notice, stating the date, nature of the violation and contact information.
- b) Efforts will be made to notify the vessel owners.
- c) If no notice is taken within 48 hours of the initial notice, the vessel will be removed and stored at the DPW facility.
- d) There will be a \$5.00 per day storage charge assessed, which must be paid before the vessel will be released to its owner.

Abandoned Vessel:

- a) Any vessel that is left in the designated storage area outside of the permitted dates (May 15 - October 15) without the permission of the Program Supervisor – Beach Office, will be tagged with a violation notice, stating the date, nature of the violation and contact information.
- b) Efforts will be made to notify the vessel owners.
- c) If no action is taken within 48 hours of the initial notice, the vessel will be removed and stored at the Truro DPW facility.

- d) The Town of Truro shall not be responsible for loss of property considered abandoned under this regulation.

Vessel Storage:

- a) Any vessel removed will be held at the Truro DPW Facility until the owner has been notified, vessel is claimed, storage fees paid, or for one year at which time the vessel is considered an abandoned vessel and may be disposed of in the best interest of the Town of Truro.

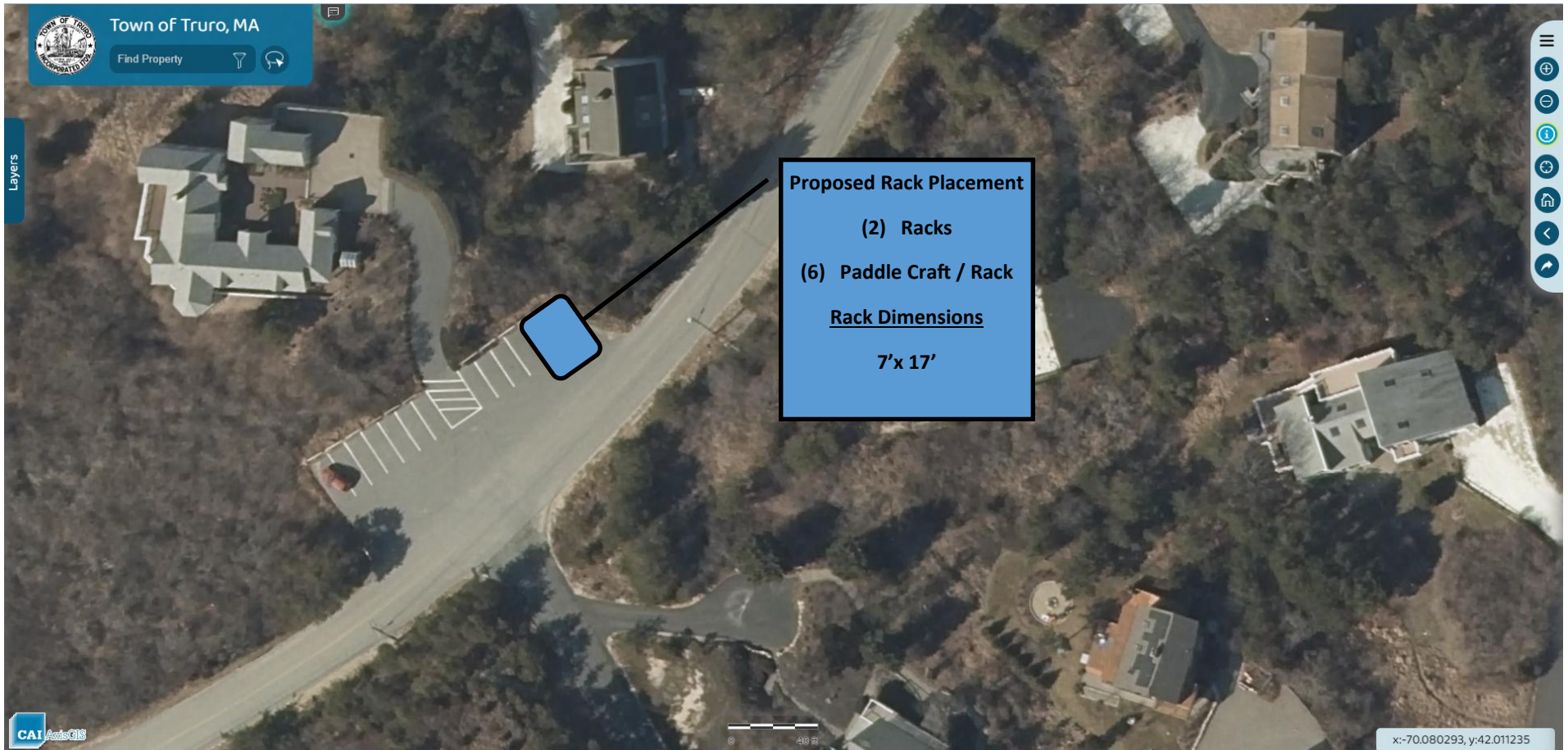
Violations:

Any person who violates any provision of these regulations shall be punishable by a fine of up to \$50.00 for each offense, and/or loss of ability to obtain a storage space permit for the following year.

Storing a watercraft or going into the water is a personal choice and people need to manage their own risk.

To be eligible for a Resident Non-Motorized Watercraft Storage Sticker, the applicant must be one of the following:

- 1. A registered voter in the Town of Truro.*
- 2. Listed as a year-round resident on the Town of Truro Street listing. If not listed, a copy of a year-round lease or a letter from your landlord is required. Vehicles must be registered in the Town of Truro at that address and driver's license in Massachusetts RMV records must reflect the Truro address as well. In accordance with Massachusetts General Law Chapter 90, Section 26A, within 30 days of an address change you must notify the MA RMV.*
- 3. The spouse or domestic partner of a listed property owner with the same year-round address on a Driver's license, picture ID or Student ID.*
- 4. The dependent of a listed property owner with the same year-round address on a Driver's license, picture ID or Student ID.*
- 5. Property owner of record in the Barnstable County Registry of Deeds.*
- 6. Active military personnel whose home of record is Truro.*
- 7. The owner of record of a property held in trust, owned by an LLC or other legal entity.*
- 8. Possess a valid Beach Sticker to park in the town owned beach parking lots from the 3rd Saturday in June to Labor Day, between the hours of 9:00 am and 4:00 pm.*



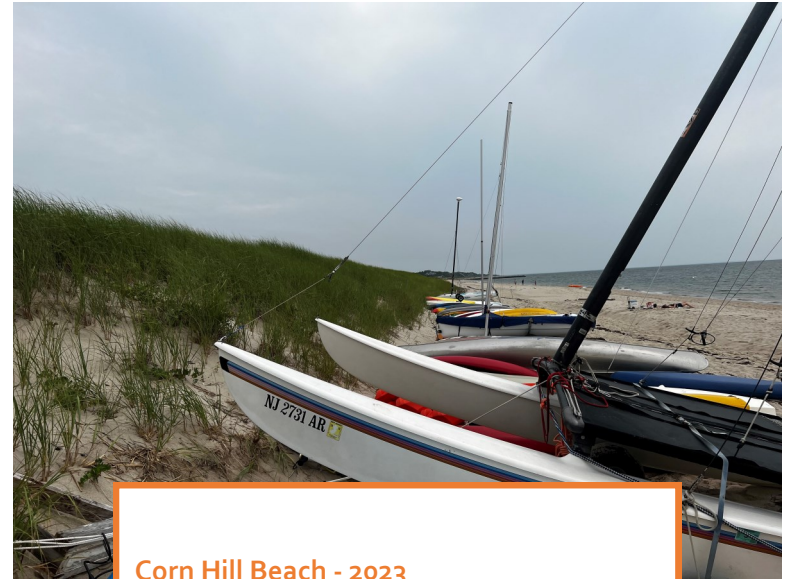
**Town of Truro
Recreation & Beach Department
Paddle Craft Rack Program 2024
Great Hollow Beach**



**Town of Truro
Recreation & Beach Department
Paddle Craft Rack Program 2024
Corn Hill Beach**



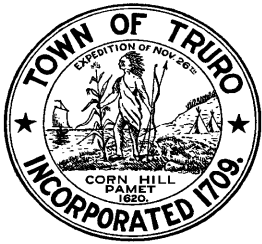
Corn Hill Beach - 2023



Corn Hill Beach - 2023



**Town of Truro
Recreation & Beach Department
Paddle Craft Rack Program 2024
Non-Motorized Watercraft Storage Program 2024
Corn Hill Beach**



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Select Board

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: May 14, 2024

ITEM: Discussion and Possible Approval of Charge of Ad Hoc Walsh Property Advisory Committee

EXPLANATION: At the Special Town Meeting (scheduled for October 21, 2023 and held on May 4, 2024), Article 5: Adoption of Walsh Property Community Planning Committee Recommendations and Article 6: Establish an Ad Hoc Walsh Property Advisory Committee were approved by voters. To ensure input and feedback from the community on the next steps of design and development of the Walsh Property, the Ad Hoc Walsh Advisory Committee will be established to serve as a conduit between Town administration and the community, conduct outreach to inform and receive feedback from the community, assist in reviewing future demand for housing for the committee, and provide quarterly development progress reports on decisions made relating to the Walsh Property on environmental, zoning, and land use decisions by federal and state agencies, Cape Cod Commission and the Town's four regulatory bodies.

At tonight's meeting, the Board may wish to formally approve the charge included in the 2023 Special Town Meeting Warrant (as Town Meeting may only recommend the establishment of advisory committees). Upon approval of the charge, the openings for the five (5) members and one (1) alternate member may be advertised.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Ad Hoc Walsh Property Advisory Committee charge will not be approved and the seats will not be advertised.

SUGGESTED ACTION: *MOTION TO approve the Ad Hoc Walsh Property Advisory Committee charge and direct staff to begin advertising for membership.*

ATTACHMENTS:

1. 2023 Special Town Meeting Article 6: Establish an Ad Hoc Walsh Property Advisory Committee
2. Draft Ad Hoc Walsh Property Advisory Committee Charge

Article 6: Establish an Ad Hoc Walsh Property Advisory Committee

To see if the Town will vote to establish an Ad Hoc Walsh Property Advisory Committee to be charged as follows:

Ad Hoc Walsh Property Advisory Committee

The Committee shall have five (5) members and one (1) alternate member appointed by the Select Board for a definite period of time, not to exceed two years. The Committee will be composed of at-large members where the Select Board will attempt to appoint a demographically diverse membership that best represents the broad and critical interests of the community. Should the Ad Hoc Walsh Property Advisory Committee not achieve their charge and purpose for which they were created, they may be reappointed for additional one-year terms until the charge is complete. The Committee shall function in conformance with the Town Charter.

The Committee will meet as needed to perform its functions. The Committee will meet at least annually or as requested. The Committee shall meet with the Town Manager (as an ex officio member of the Committee) or the Town Manager's designee and with the appropriate Town Department Heads and other Town stakeholder Committees to:

- a) Discuss the progress of implementation of the Town Meeting approved Walsh Property Plan and serve as a communications conduit between Town administration and the community and conduct outreach and engagement activities to keep the community informed on the progress of Walsh Property development.
- b) Review and collaborate with the Truro Housing Authority to update the Truro Housing Production Plan to reflect the current housing demand and make recommendations for future housing unit production levels for the second phase of the Walsh Property development based on the updated housing demand levels identified in the revised Housing Production Plan (HPP).
- c) Two members will participate on the request for proposals (RFP) evaluation committee and aid the Chief Procurement Officer in making recommendations for the final selection of development proposals for the Walsh Property.
- d) The Committee shall provide quarterly progress reports as needed, advice, and counsel to the Select Board regarding the development of the Walsh Property. These reports will include progress and decisions made related to the Walsh Property on environmental, zoning, and land use decisions by federal and state agencies, Cape Cod Commission, and the Town's four regulatory bodies.

The Committee shall work with the Town Manager (as an ex officio member of the Committee) or the DPW Director and engineering firm on all appropriate phases of the development and implementation of the development process.

The quarterly report shall be presented in a timely manner to allow the Select Board to include those aspects of the Committee’s findings that the Select Board deems appropriate in the annual update of Truro’s Capital Improvement Plan (CIP), Annual Report, and future Town Meeting votes to fund related Walsh Property capital projects.

or take any other action relative thereto.

Requested by the Select Board

Explanation: A petitioned article has been submitted asking the Town to establish a committee for the next stages of the Walsh property design and development. The committee is proposed to be established following Town Meeting decision on the Walsh Property Plan. This petitioned article mandates the make-up of the committee, requires enforcement responsibilities that are the authority of other Town regulatory bodies, and requires appropriate staff support without identifying a specific funding source to accomplish said support. In accordance with Massachusetts General Law and the Town Charter, Town Meeting may only recommend the establishment of advisory committees, may not make mandatory the designated make-up of a newly established and appointed committee, may not give regulatory enforcement authorities already given to other Town bodies, nor expend funds without approval of the Select Board and an appropriation. To ensure input and feedback from the community on the next steps of design and development of the Walsh Property, the Select Board prepared this alternative article that would allow for the establishment of an Ad Hoc Walsh Advisory Committee that would serve as a conduit between Town administration and the community, conduct outreach to inform and receive feedback from the community, assist in reviewing future demand for housing for the Town of Truro, direct two members to participate on the request for proposals (RFP) evaluation committee, and provide quarterly development progress reports on decisions made related to the Walsh Property on environmental, zoning, and land use decisions by federal and state agencies, Cape Cod Commission, and the Town’s four regulatory bodies.

	In Favor	Not In Favor	Abstain
Select Board Recommendation	5	0	0



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

Ad Hoc Walsh Property Advisory Committee Charge

Adopted: May 14, 2024

In accordance with the Truro Town Charter, Section 6-4-4, and Article 6 of the October 21, 2023 Special Town Meeting (held on May 4, 2024), the Select Board hereby establishes the Walsh Property Advisory Committee as an ad-hoc committee.

Ad Hoc Walsh Property Advisory Committee

The Committee shall have five (5) members and one (1) alternate member appointed by the Select Board for a definite period of time, not to exceed two years. The Committee will be composed of at-large members where the Select Board will attempt to appoint a demographically diverse membership that best represents the broad and critical interests of the community. Should the Ad Hoc Walsh Property Advisory Committee not achieve their charge and purpose for which they were created, they may be reappointed for additional one-year terms until the charge is complete. The Committee shall function in conformance with the Town Charter.

The Committee will meet as needed to perform its functions. The Committee will meet at least annually or as requested. The Committee shall meet with the Town Manager (as an ex officio member of the Committee) or the Town Manager's designee and with the appropriate Town Department Heads and other Town stakeholder Committees to:

- a) Discuss the progress of implementation of the Town Meeting approved Walsh Property Plan and serve as a communications conduit between Town administration and the community and conduct outreach and engagement activities to keep the community informed on the progress of Walsh Property development.
- b) Review and collaborate with the Truro Housing Authority to update the Truro Housing Production Plan to reflect the current housing demand and make recommendations for future housing unit production levels for the second phase of the Walsh Property development based on the updated housing demand levels identified in the revised Housing Production Plan (HPP).
- c) Two members will participate on the request for proposals (RFP) evaluation committee and aid the Chief Procurement Officer in making recommendations for the final selection of development proposals for the Walsh Property.

d) The Committee shall provide quarterly progress reports as needed, advice, and counsel to the Select Board regarding the development of the Walsh Property. These reports will include progress and decisions made related to the Walsh Property on environmental, zoning, and land use decisions by federal and state agencies, Cape Cod Commission, and the Town's four regulatory bodies.

The Committee shall work with the Town Manager (as an ex officio member of the Committee) or the DPW Director and engineering firm on all appropriate phases of the development and implementation of the development process.

The quarterly report shall be presented in a timely manner to allow the Select Board to include those aspects of the Committee's findings that the Select Board deems appropriate in the annual update of Truro's Capital Improvement Plan (CIP), Annual Report, and future Town Meeting votes to fund related Walsh Property capital projects.

Kristen Reed, Chair

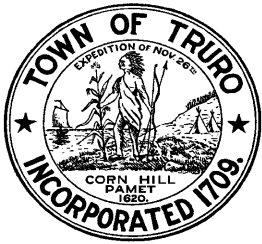
Susan Areson, Vice-Chair

John Dundas, Clerk

Stephanie Rein

Robert Weinstein

Truro Select Board



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Town Clerk

REQUESTOR: Elisabeth Verde, Town Clerk

REQUESTED MEETING DATE: May 14, 2024

ITEM: Approval of May 29, 2024 Annual Town Election Warrant Posting, Early Voting and Early Voting Schedule, Police Detail and Election Officer Appointments

EXPLANATION: The following approvals are needed from the Select Board related to the Annual Town Election scheduled for May 29, 2024:

Approval of Election Warrant Posting

The Posting of the Election Warrant is included for the Board's approval. The Constable is scheduled and will be ready to post in accordance with Massachusetts General Law. A sample ballot for the Annual Town Election is also included.

Approval of Early Voting and Early Voting Schedule

The State does not mandate that Early In-Person Voting be held for local elections, but the Board of Registrars may choose to have Early In-Person Voting.

The Board is recommending the following dates and times for Early In-Person Voting:

Saturday, May 18th from 9am to 5pm (Also the last day to register to vote in the election)

Tuesday, May 21st from Noon to 4pm

Wednesday, May 22nd from Noon to 4pm

Thursday, May 23rd from Noon to 4pm

Early In-Person Voting would be held in the Town Clerk's Office in the Truro Town Hall.

Delegating Designation of Police Officers at Precinct

In accordance with MGL Chapter 54, Section 72/Chapter 92 of the Acts of 2022, the Select Board, in consultation with its election officers and registrars, shall detail a sufficient number of police officers or constables for each building that contains the polling place for 1 or more precincts at every election therein to preserve order and to protect the election officers and supervisors from any interference with their duties and to aid in enforcing the laws relating to elections.

Staff recommends that the designation of the number of police officers be delegated to the Police Chief.

Election Officer Appointments

Appointment of six election officers is required. Normally these appointments would take place in June, but Election Officers are needed for upcoming elections. The last appointments the Board made were temporary so that there were officers in place for the March 5, 2024 Presidential Primary Election. The appointments made tonight will expire in June of 2025, which will align the appointments with the schedule designated by MGL. June 24, 2025 is a regularly scheduled Select Board meeting, which is the date these appointments will expire.

There should be, as equally as possible, a representation of both leading political parties. The Republican Town Committee has been invited to submit the names of enrolled Republicans to serve as Election Officers. As there is currently no Democratic Town Committee, the Clerk is submitting the names of possible candidates as well. The names of candidates approved by the Board of Registrars with recommendations will be presented to the Select Board on May 14, 2024.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Required actions for the 2024 Annual Town Election will not be taken and the Town will be out of compliance with Massachusetts General Law.

SUGGESTED ACTION:

- 1. Motion to approve the warrant for the Annual Town Election on May 29, 2024 and authorize electronic signature.*
- 2. Motion to approve the Posting of the Warrant for the Annual Town Election on May 29, 2024 and authorize electronic signature.*
- 3. Motion to approve the request of the Board of Registrars for the Town of Truro to hold*

Early In-Person voting for the May 29, 2024 Annual Town Election on May 18th from 9am to 5pm and on May 21st, 22nd and 23rd from Noon to 4pm for a total of 20 hours for the week.

- 4. Motion to Delegate the Chief of Police to Designate the number of Police Officers at Precinct 1 and Designate which Police Officers will work the polls at Precinct 1.*
- 5. Motion to appoint the election officers recommended by the Board of Registrars for a term expiring June 25, 2025.*

ATTACHMENTS:

1. Warrant Posting for May 29, 2024 Annual Town Election
2. Sample Ballot for 2024 Annual Town Election
3. Memo from Town Clerk re: Police Detail
4. Recommended appointments for Election Officers (to be presented at the meeting)



ANNUAL TOWN ELECTION
WEDNESDAY, MAY 29, 2024 FROM 7:00 A.M. TO 8:00 P.M.
TRURO COMMUNITY CENTER

Commonwealth of Massachusetts
Barnstable, ss.

To the Constable for the Town of Truro

Greetings:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of the said Town who are qualified to vote in a Town Election, to vote at Truro Community Center, 7 Standish Way, Truro, MA on Wednesday, May 29, 2024 from 7:00 am to 8:00 pm for the following Town offices and questions:

#	OFFICE	TERM
2	Select Board	3 year
3	School Committee	3 year
2	Library Trustee	3 year
1	Cemetery Commission	3 year
1	Planning Board	3 year

QUESTION 1

Shall the Town of Truro approve the charter amendment proposed by Town Meeting summarized below?

Yes _____

No _____

SUMMARY: The proposed Charter amendment, approved under Article 42 of the April 25, 2023 Annual Town Meeting, will amend Chapter 5, Section 4-2, to authorize the Town Manager to appoint the Library Director only after consultation with the Board of Library Trustees.

You are hereby directed to serve these warrants, by posting duly-attested copies in Town Hall, the United States Post Offices, two other public places in Truro and two other public places in North Truro, seven days, at least, before the date of said meetings.

Hereto fail not and make due return of the warrants, together with your doings thereon, to the Town Clerk, at time and place of said meetings. Given unto our hands this 7th day of May in the Year of our Lord, Two Thousand and Twenty-Four.

We, the members of the Select Board of the Town of Truro, have read the warrant for the Annual Town Election to be held from 7:00 a.m. to 8:00 p.m. on May 29, 2024, at the Truro Community Center.

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

**SELECT BOARD
TOWN OF TRURO**

A TRUE COPY, ATTEST:

Kristen M. Reed, Chair

Elisabeth Verde
Town Clerk

Susan H. Areson, Vice-Chair

Date of Posting:

John R. Dundas, Clerk

Robert M. Weinstein

Stephanie J. Rein

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

Constable

Date

ANNUAL TOWN ELECTION



OFFICIAL BALLOT

Commonwealth
of
Massachusetts

Town of
Truro

Wednesday, May 29th, 2024

Elisabeth Verde
Town Clerk

SAMPLE

INSTRUCTIONS FOR VOTERS

TO VOTE FOR A CANDIDATE, MARK A CROSS [X] IN THE SQUARE AT THE RIGHT OF YOUR CHOICE

TO VOTE FOR A PERSON NOT ON THE BALLOT, WRITE THAT PERSON'S NAME AND RESIDENCE ADDRESS IN THE BLANK SPACE PROVIDED AND MARK A CROSS [X] IN THE SQUARE AT THE RIGHT

TO VOTE ON A QUESTION, MARK A CROSS (X) IN THE SQUARE AT THE RIGHT OF YES OR NO

SELECT BOARD, Three Years		Vote for not more than TWO
SUSAN GIRARD-IRWIN	10 Fair Winds Passage	
KEVIN GRUNWALD	1 Longnook Drive	
TIMOTHY HICKEY	32 Hopkins Way	
NANCY MEDOFF	149 Collins Road	
WRITE IN		
WRITE IN		

SCHOOL COMMITTEE, Three Years		Vote for not more than THREE
VIDA RICHTER <small>(Candidate for re-election)</small>	6 Snows Road	
WRITE IN		
WRITE IN		
WRITE IN		

LIBRARY TRUSTEE, Three Years		Vote for not more than TWO
KEITH ALTHAUS <small>(Candidate for re-election)</small>	46 Shore Road	
KAITLIN BLEHM <small>(Candidate for re-election)</small>	12 N Union Field Road	
WRITE IN		
WRITE IN		

CEMETERY COMMISSION, Three Years		Vote for not more than ONE
ROBERT MASSON <small>(Candidate for re-election)</small>	20 Windigo Lane	
WRITE IN		

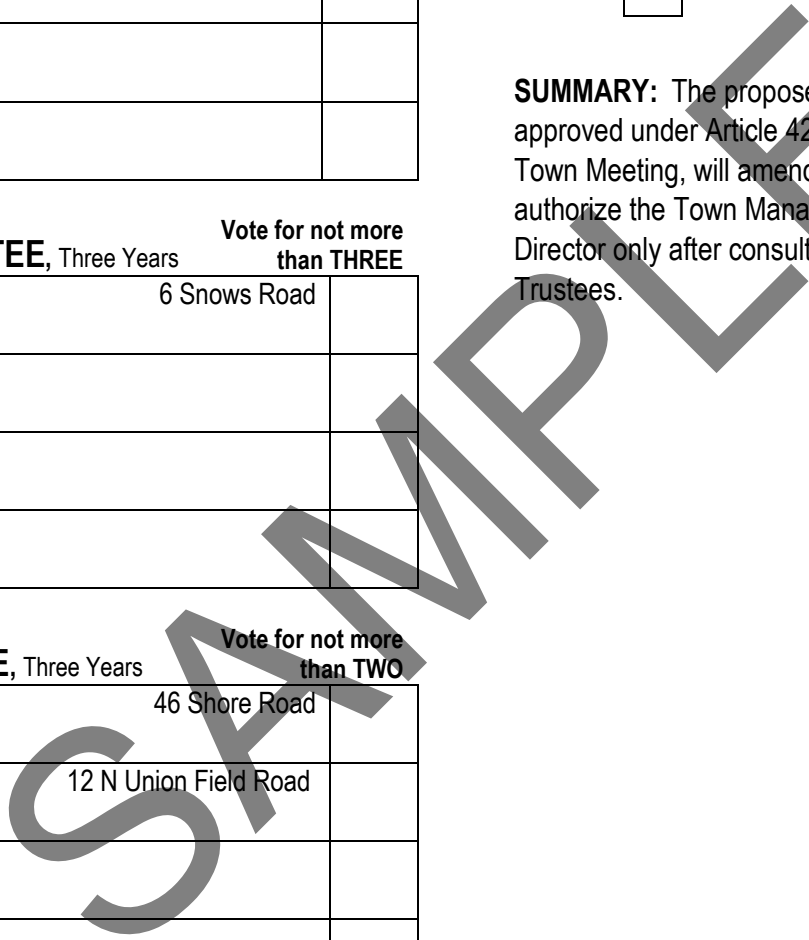
PLANNING BOARD, Three Years		Vote for not more than ONE
ANNE GREENBAUM <small>(Candidate for re-election)</small>	22 Gospel Path	
WRITE IN		

QUESTION 1: Shall the Town of Truro approve the charter amendment proposed by Town Meeting summarized below?

YES

NO

SUMMARY: The proposed Charter amendment, approved under Article 42 of the April 25, 2023 Annual Town Meeting, will amend Chapter 5, Section 4-2, to authorize the Town Manager to appoint the Library Director only after consultation with the Board of Library Trustees.





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

MEMORANDUM

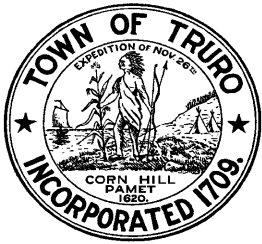
To: Select Board
From: Elisabeth Verde, Town Clerk
Date: May 10, 2024
Subject: Police Detail for the Annual Town Election on May 29, 2024

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

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

The proposed motion is as follows:

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



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Town Clerk

REQUESTOR: Elisabeth Verde, Town Clerk

REQUESTED MEETING DATE: May 14, 2024

ITEM: Discussion and Possible Approval of Special Town Election Date and Special Town Election Ballot Questions

EXPLANATION: With the Special and Annual Town Election complete, ballot questions were able to be drafted. The Board may call a Special Town Election for a date not less than 35 days from approving the ballot question but no later than September 15, 2024.

At tonight's meeting, the Select Board may approve the ballot and select a Special Town Election date. If a date is not chosen at tonight's meeting, the ballot questions should still be approved, and the Board may consider an election date at a subsequent meeting. Once the date is set, a future Select Board agenda item will be included to approve the posting of the warrant and other election-related required motions.

The ballot questions have been reviewed and approved by Town Counsel and Bond Counsel.

FINANCIAL SOURCE (IF APPLICABLE): 2023 Annual Town Meeting Free Cash Transfer (Article 6, Section 5)

IMPACT IF NOT APPROVED: The ballot questions will not be approved.

SUGGESTED ACTION: *MOTION TO approve the 2024 Special Town Election Ballot and to call the 2024 Special Town Election for {{INSERT DATE HERE}}.*

ATTACHMENTS:

1. 2024 Special Town Election Ballot

SPECIAL TOWN ELECTION



OFFICIAL BALLOT

Commonwealth
of
Massachusetts

Town of
Truro

{{DATE}}, 2024

Elisabeth Verde
Town Clerk

TO VOTE ON A QUESTION, MARK A CROSS (X) IN THE SQUARE AT THE RIGHT OF YES OR NO

QUESTION 1: Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of engineering services, construction, and repairs related to the HVAC system and roof repairs at Truro Central School, including, but not limited to, the flat rubber roof with associated components, all HVAC ventilation components and heating system and controls, and for the payment of all other costs incidental and related thereto?

YES

NO

QUESTION 4: Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs associated with engineering services, construction, and remediation related to tidal restoration and drainage improvements at Mill Pond, including, but not limited to, the removal and replacement of a failed 36 inch culvert on Mill Pond Road, and for the payment of all other costs incidental and related thereto?

YES

NO

QUESTION 2: Shall the Town of Truro be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of engineering and related services for a new Department of Public Works Facility predominately at the Town Hall Hill site (excluding the 340 Route 6 site), including the payment of all costs incidental and related thereto?

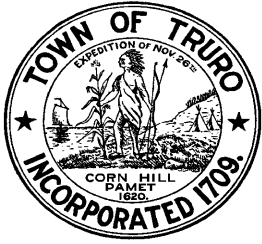
YES

NO

QUESTION 3: Shall the Town of Truro be allowed to assess an additional One Hundred Thirteen Thousand, One Hundred Fifty-eight dollars and no cents (\$113,158.00) in real estate and personal property taxes to supplement the operating budget for the purpose of hiring a human resources coordinator for the fiscal year beginning July first, two thousand and twenty-four?

YES

NO



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: May 14, 2024

ITEM: Request to Close Highland Rd at North Truro Center for Truro Treasures Weekend-Truro Treasures Block Party on September 21, 2024

EXPLANATION: The Event Notification Form from the MADOT for the Truro Treasures Block Party needs to be signed by the Chair with authorization by the Select Board Members. Department Heads have reviewed the application and authorized the request.

FINANCIAL SOURCE (IF APPLICABLE): Police detail is covered by the Truro Treasures non-profit.

IMPACT IF NOT APPROVED: There will not be a Truro Treasures Block Party in North Truro Center.

SUGGESTED ACTION: *MOTION TO approve the Select Board Chair to sign the MADOT Event Notification Form on behalf of the Select Board for September 21, 2024.*

ATTACHMENTS:

1. MADOT Event Notification Form

EVENT NOTIFICATION FORM

Date: 9.21.24

Francisca Heming, District One Highway Director
MassDOT, Highway Division
270 Main Street, Lenox, MA 02140

Dear Sir:

Please be advised that the Grantee(s) of this Event Truro Chamber Commerce has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct road work/parade/race/ride or other events impacting State Highways on Route(s) Highland Rd. in or through the City/Town(s) of North Truro benefiting Truro Treasures

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

LOCAL POLICE DEPARTMENT

Signed: Jamie Calise
Title: Police Chief
City/Town: Truro

FIRE DEPARTMENT

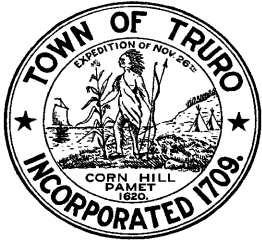
Signed: [Signature]
Title: Fire Chief
City/Town: Truro

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____
Title: _____
City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____
Title: _____
City/Town: _____



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration/Licensing Department

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: May 14, 2024

ITEM: Review and Possible Approval of 2024 Seasonal Business License: American Youth Hostels Inc.-Lodging License

EXPLANATION: American Youth Hostels Inc. has submitted their application for a Lodging License for the 2024 season.

These licenses are under the authority of the Select Board as the Local Licensing Authority. If you approve these licenses for renewal, they will be issued only upon compliance with all regulations, receipt of the necessary documents, fees and proof of taxes paid in full for the fiscal year. There were no reported issues with this establishment in 2023.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 § 23	Lodging House License	American Youth Hostels Inc.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: If not approved, this business will not have the required permitting to operate.

SUGGESTED ACTION:

Motion to approve the Lodging License for American Youth Hostels Inc. and to sign electronically.

ATTACHMENTS:

1. 2024 Seasonal Application for American Youth Hostels Inc.



TOWN OF TRURO

PO Box 2030, Truro MA 02666

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

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

Section 1 – LICENSE TYPE

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

RCUT 2024 APR 29 10:09:24

ADMINISTRATIVE OFFICE
TOWN OF TRURO

New Renewal/No Changes (Skip to Section 3) Name of Business American Youth Hostels Inc.

FACILITY:

Motel-\$50 Cottage Colony-\$50 Condominium-\$50 # Units _____ Lodging-\$50

Transient Vendor-\$75 _____ Campground-\$50 _____ Gas Station*-\$25

*Gas Station-\$25 (Please submit your Service Station Compliance Form & Third Part Underground Storage Tank Inspection Report (FP 289))

Section 2 – BUSINESS INFORMATION

Federal Employers Identification Number (FEIN/SS) _____

Print Name of Applicant _____ Business Name _____

Owner Name _____

Street Address of Business _____ Mailing Address of Business _____

Business Phone Number _____ Business E-Mail Address _____

Section 3-HOURS OF OPERATION

Annual Seasonal Opening Date: 6/28/2024 Closing Date: 9/3/2024

Days of the Week Open: 7

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

Section 4-MANAGER INFORMATION

Name of Onsite Manager:

Name: Catherine Clark Unit Number: Staff Room

Mailing Address: 111 N. Pamet Rd. Truro, MA 02666

Phone: (24 Hour Contact): _____ Email Address: _____




Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: Angela Morris Business Name: Hostelling International USA

Business Address: 8455 Colesville Rd. STE 1225, Silver Spring, MD 20910

Phone: (24 Hour Contact): _____ Email Address: _____



Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: _____ Business Name: _____

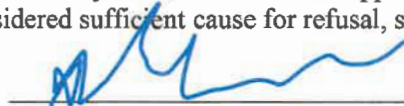
Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Co-Manager's Signature (REQUIRED)

Section 5 – ATTESTATION

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



Angela Morris

4/10/2024

Signature of Applicant

Print Name

Date

Additional Applications & Documentation

REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

- Smoke detector/CO detector/fire protection certification
- IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

- Application for Pool or Hot Tub Permit
- Application to Name a Manager
- Entertainment License
- Application to sell Tobacco
- Application for Food Service Permit
- Business certificate with the clerk's office
- Septic System Inspection Report (submitted every 3 years)



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

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

Applicant Information

Please Print Legibly

Business/Organization Name: American Youth Hostels Inc

Address: 8455 Colesville Rd. Suite 1225

City/State/Zip: Silver Spring MD 20910 Phone #: _____

Are you an employer? Check the appropriate box:

1. I am a employer with 150 employees (full and/ or part-time).*

2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]

3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**

4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. Retail

6. Restaurant/Bar/Eating Establishment

7. Office and/or Sales (incl. real estate, auto, etc.)

8. Non-profit

9. Entertainment

10. Manufacturing

11. Health Care

12. Other Lodging

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 **If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: Bankers Standard Insurance Company (CHUBB)

Insurer's Address: 15 Mountain View Road

City/State/Zip: Warren, New Jersey 07061-1615

Policy # or Self-ins. Lic. : _____ Expiration Date: 2/1/2025

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

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

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

Signature: [Signature] Date: 04/17/2024

Phone #: 614-802-1867

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/05/2024

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

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

PRODUCER Aon Risk Services, Inc. of Washington, D.C. 2001 K Street NW Suite 625 N Washington DC 20006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Hostelling International USA 8455 Colesville Rd Ste 1225 Silver Spring MD 20910 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Casualty&Surety Co of America		31194
	INSURER B: Indian Harbor Insurance Company		36940
	INSURER C: Bankers Standard Ins Co		18279
	INSURER D: Indemnity Insurance Co of North America		43575
	INSURER E: Underwriters at Lloyds		32727
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 57010495558** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			SIR applies per policy terms & conditions	03/31/2024	02/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				03/31/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			(Primary \$2M)	03/31/2024	02/01/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
E	EXCESS LIAB DED RETENTION			(\$2M xs \$2M)	03/31/2024	02/01/2025	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NWCC55709130	03/31/2024	02/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Directors & Officers-Primary			(Claims-Made) SIR applies per policy terms & conditions	04/14/2024	02/01/2025	LIMIT \$5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

HI Truro 111 North Pammett Road Truro MA 02666 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Washington D.C.</i>
--	--

Holder Identifier :

Certificate No : 57010495558





FIRE EQUIPMENT
I N C O R P O R A T E D

Fire Alarm Inspection Certificate

For

ROUTE 200 WESS 44742
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Need Academy
111 North Pamet Road
Truro, MA 02666

Tested to NFPA Standards

This Inspection was performed in accordance with NFPA 72 Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date:
4/12/2024

Inspector Name: Joshua Murdock - T5
Title: Service Technician



FIRE EQUIPMENT INCORPORATED

Local annunciator	N/A	
Remote annunciators	N/A	
Other (specify)	N/A	

Control Unit Power Supplies
Description

Comments

120-volt power	Functional Test	
Battery Condition	Functional Test	
Discharge test	Functional Test	
Charger test	Functional Test	
Other (specify)	N/A	

Monitored Systems
Description

Comments

Engine-driven generator	N/A	
Fire pump	N/A	
Special suppression systems	N/A	
Other (specify)	N/A	

Auxiliary Functions
Description

Comments

Door-releasing devices	N/A	
Door unlocking	N/A	
Elevator recall	N/A	
Other (specify)	N/A	

NOTIFICATIONS THAT TESTING IS COMPLETE

Monitoring organization Contact:	Cape Cod Alarm	Date: 04/12/2024
Building management Contact:	Management	Date: 04/12/2024
Building occupants Contact:	Management	Date: 04/12/2024
Authority having jurisdiction Contact:	Truro Fire Department	Date: 04/12/2024
Other, if required Contact:		Date:

SYSTEM RESTORED TO NORMAL OPERATION

Date: 04/12/2024

Inspector Certification:

This system, as specified herein, has been inspected and tested according to all NFPA standards cited herein.

Printed name : Joshua Murdock

Date: 04/12/2024

Organization: Fire Equipment

Title: Fire Alarm Technician

COMMENTS:



FIRE EQUIPMENT INCORPORATED

Heat Detector	System Sensor	5601P		First floor living room	Pass
Heat Detector	System Sensor	5601P		Second floor bedroom NE	Pass
Heat Detector	System Sensor	5601P		Attic	Pass
Heat Detector	System Sensor	5601P		First floor bedroom	Pass
Heat Detector	System Sensor	5601P		Second floor bedroom SW	Pass
Heat Detector	System Sensor	5601P		Attic	Pass
Photoelectric Smoke	System Sensor	2151		First floor bedroom closet	Pass
Heat Detector	System Sensor	5601P		Second floor bathroom Middle	Pass
Photoelectric Smoke	System Sensor	2151		First floor bedroom	Pass
Photoelectric Smoke	System Sensor	2151		Basement stairway	Pass
Photoelectric Smoke	System Sensor	2151		Basement hallway	Pass
Photoelectric Smoke	System Sensor	2151		Second floor bedroom NW closet	Pass
Photoelectric Smoke	System Sensor	2151		Basement laundry	Pass
Photoelectric Smoke	System Sensor	2151		First floor coat closet	Pass
Photoelectric Smoke	System Sensor	2151		Second floor bedroom NE closet	Pass
Photoelectric Smoke	System Sensor	2151		Second floor stairway	Pass
Photoelectric Smoke	System Sensor	2151		Second floor hallway	Pass



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

TAX STATUS REQUEST FOR LICENSING

Date April 29, 2024

Request is coming from the Select Board's Office

Owner's Name USA Dept. of Interior

Business Name American Youth Hostel

Business Address 111 NORTH PAMET Rd.

Map and Parcel 48-16

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

O. Reynolds
Tax Collector's Signature

04.29.2024
Date

February 27, 2024, Meeting (Hybrid)

Via Zoom Platform

Select Board Members Present: Kristen Reed-Chair, Susan Areson-Vice Chair, John Dundas-Clerk, Stephanie Rein-Member, Robert Weinstein-Member

Select Board Members Absent:

Others Present: Darrin Tangeman-Town Manager; Kelly Clark-Assistant Town Manager; Elisabeth Verde-Town Clerk; Jarrod Cabral-DPW Director; Emily Beebe-Health & Conservation Agent; Brian Massa (Consultant at Horsely Witten Group); Brian Dunne (Truro Resident); Clint Kershaw (Truro Resident); Jon Slater (Truro Voter); Tim Hickey (Truro Voter); Orion Z. White (Applicant); Brian Boyle (Applicant for Ad Hoc Building Committee); Michael Cohen (Applicant for Ad Hoc Building Committee); Anthony Garrett (Applicant for Ad Hoc Building Committee); Bob Higgins-Steele (Applicant for Ad Hoc Building Committee); Clinton Kershaw (Applicant for Ad Hoc Building Committee); Christopher Lucy (Applicant for Ad Hoc Building Committee); Todd Schwebel (Applicant for Ad Hoc Building Committee); Brian Boyle (Chair of the Energy Committee); Bob Higgins-Steele (Member of the Energy Committee); Clinton Kershaw (Lead Petitioner); Planning Board Chair Rich Roberts; Planning Board Vice Chair Anne Greenbaum

Chair Reed called the meeting to order at 5:00 pm and read the information for the public to access the meeting by telephone and participate. Due to the weather, Chair Reed also noted that this meeting would not be live-streamed but would be recorded. Chair Reed introduced the Members and Town staff present.

PUBLIC COMMENT

Prior to recognizing any individual for public comment, Chair Reed read aloud the ground rules regarding public comment.

Chair Reed recognized the following individuals who made public comments: Mr. Dunne, Mr. Kershaw, Mr. Slater, Town Manager Tangeman (response to Mr. Slater public comments regarding Public Records Requests), and Mr. Hickey.

PUBLIC HEARINGS

A. Renewal of an Aquaculture Shellfish Grant License for Grant #16-20, Five-Acres in the Aquaculture Development Area, Orion Z. White, 27 Longnook Road, Truro, MA

At 5:16 pm, Chair Reed read the public notice and opened the hearing. Chair Reed also disclosed that Mr. White was a former employee of Chequessett Chocolate so she recused herself from voting on the application but would run the public hearing. Chair Reed recognized Mr. White who presented the

purpose of his application. Members voiced their support for Mr. White following Mr. White's presentation.

Chair Reed asked if any member of the public wished to comment on this matter and there were none.

Member Weinstein made a motion to close the public hearing in this matter.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Chair Reed made a motion to renew the five-acre Shellfish Aquaculture Grant License in the Aquaculture Development Area for Orion White for five (5) years ending February 27, 2029.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Abstained

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

INTRODUCTION TO NEW EMPLOYEES

None

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

A. Interview and Possible Appointment of Election Officers

Presenter: Elisabeth Verde, Town Clerk

Chair Reed recognized Town Clerk Verde who presented this topic and an update to the Members. Town Clerk Verde provided and read aloud a list of eight individuals who she recommended for these appointments. Town Clerk Verde recommended the following individuals along with her justifications for the following appointments with a temporary term that will expire on April 23, 2024 (may be extended if necessary):

1. William Rex McKinsey – Warden
2. Hannah Gonsalves – Deputy Warden
3. Shawn Grunwald – Clerk
4. Erin Sullivan-Silva – Deputy Clerk
5. Michelle Jarusiewicz – Inspector
6. June Hopf – Inspector
7. Mary Abt – Deputy Inspector

8. Michael Kaelberer - Deputy Inspector

Member Rein made a motion to appoint William Rex McKinsey to the position of Warden for a temporary term which will expire on April 23, 2024.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Member Rein made a motion to appoint Hannah Gonsalves to the position of Deputy Warden for a temporary term which will expire on April 23, 2024.

Vice Chair Areson seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Member Rein made a motion to appoint Shawn Grunwald to the position of Clerk for a temporary term which will expire on April 23, 2024.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Member Rein made a motion to appoint Erin Sullivan-Silva to the position of Deputy Clerk for a temporary term which will expire on April 23, 2024.

Vice Chair Areson seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Vice Chair Areson made a motion to appoint Michelle Jarusiewicz to the position of Inspector for a temporary term which will expire on April 23, 2024.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Vice Chair Areson made a motion to appoint June Hopf to the position of Inspector for a temporary term which will expire on April 23, 2024.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Vice Chair Areson made a motion to appoint Mary Abt to the position of Deputy Inspector for a temporary term which will expire on April 23, 2024.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Vice Chair Areson made a motion to appoint Michael Kaelberer to the position of Deputy Inspector for a temporary term which will expire on April 23, 2024.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

B. Interview and Possible Appointment of Ad Hoc Building Committee – For the Future DPW Facility

Chair Reed announced the process for the applicants and noted that one applicant, Leif Hamnquist, was unavailable this evening and would be interviewed at a later meeting. A vote will be taken this evening by the Members to appoint an individual as the Energy Committee representative to the Ad Hoc Building

Committee. The vote for the remaining Ad Hoc Building Committee vacancies will be taken once all of the interviews are completed at a later meeting.

The following individuals, in alphabetical order, were interviewed by the Select Board utilizing a standardized question format and the Members could ask additional questions once the standard questions were asked and answered:

1. Brian Boyle (Applicant for Ad Hoc Building Committee)
2. Michael Cohen (Applicant for Ad Hoc Building Committee)
3. Anthony Garrett (Applicant for Ad Hoc Building Committee)
4. Bob Higgins-Steele (Applicant for Ad Hoc Building Committee)
5. Clinton Kershaw (Applicant for Ad Hoc Building Committee – withdrew during the interview)
6. Christopher Lucy (Applicant for Ad Hoc Building Committee)
7. Todd Schwebel (Applicant for Ad Hoc Building Committee)

Following the interviews, Members discussed the experience of Mr. Boyle and Mr. Higgins-Steele to determine which of these two individuals would be nominated as the Energy Committee member on the Ad Hoc Building Committee.

Member Weinstein made a motion to appoint Bob Higgins-Steele as the Energy Committee member on the Ad Hoc Building Committee for a term expiring on June 30, 2025.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

After the vote, Chair Reed reiterated that the vote on the final five members and the alternate member for the Ad Hoc Building Committee would be taken at a future meeting.

STAFF/COMMITTEE UPDATES

A. Energy Committee Quarterly Report

Presenters: Brian Boyle, Chair and Bob Higgins-Steele, Member

Chair Boyle and Member Higgins-Steele presented the Quarterly Report to the Members. Highlights included: Town Staff Coordination and the CIP, Solar Revenue Generation, PowerOptions, Enterprise Fund Accounting, and Green Communities.

TABLED ITEMS

None

SELECT BOARD ACTION

A. Discussion and Possible Vote on Warrant Article for 2024 Annual Town Meeting to Acquire 2 Sandpit Road (Noon's Property)

Presenter: Jarrod Cabral, DPW Director

DPW Director Cabral noted that Health & Conservation Agent Beebe and Mr. Massa were also present. DPW Director Cabral then provided an update on the \$6M appraisal for the 23.75 acreage to include the roadway to the sandpit. ***If approved at the Town Meeting, the purchase of the property would give the Town the ability to use the sand in order to perform dune replenishment and beach nourishment due to erosion.***

The highlighted topics discussed among the Members, DPW Director Cabral, Mr. Massa, and Health & Conservation Agent Beebe included: the soil and water testing conducted and the results of the testing; the detection of PFAS in one water well that was not disclosed by the current owner; the increased consumption of sand for commercial and residential purposes (growing at 6% annually according to a United Nations report); no PFAS detected in the soil samples; a summary of PFAS detected and whether those detections exceeded or were below the Massachusetts Department of Agricultural Resources' Groundwater (GW) Protection Regulations; a review of downgraded property status; and the Town's annual cost for the purchase of sand ranges from \$10,000-\$60,000 depending on the amount of snow removal and adverse environmental factors affecting the Town's beaches.

Vice Chair Areson made a motion direct staff to work with Town Counsel and Bond Counsel to develop an article to authorize the purchase and borrowing for 2 Sandpit Road.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Following the vote, Chair Reed read aloud an excerpt from M.G.L. that noted that the Select Board is the chief executive policy making agency for the town. During the most recent Budget Task Force budgeting process, Town departments requested four new positions.

B. Discussion and Possible Vote on New Positions

Presenter: Darrin Tangeman, Town Manager

Town Manager Tangeman provided background information for each position, the justification for each position, and the funding mechanisms for each position.

The positions requested are in rank order of priority: ***Assistant Town Clerk, Human Resources Coordinator, Climate Action Coordinator, and Housing Coordinator.***

The Members, Town Manager Tangeman, and Assistant Town Manager Clark discussed the following highlighted topics: the adequacy of the job description, preferred education, and the salary range for the requested Assistant Town Clerk role; consideration of the Assistant Town Clerk role be a contract position for a pilot program to better gauge utilization over the next year that may result, if needed, to a

fulltime position; the definition of the human resources term “onboarding”; the previous commitment by the Select Board to put the Climate Action Coordinator role (salary range is \$60,000-\$80,000) on a Warrant article and the role would be funded by solar revenues and under the supervision of the Health & Conservation Agent); and the consideration of funding for the Housing Coordinator position without taxpayer monies but by using rental registration fees.

Chair Reed made a motion to direct the Town staff to prepare draft articles for all positions for Town meeting consideration and vote.

Vice Chair Areson seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

C. Discussion on Petitioned Articles for 2024 Annual Town Meeting Related to Snow Removal on Private Roads

Presenter: Clint Kershaw, Lead Petitioner

Mr. Kershaw was joined by DPW Director Cabral as the two have collaborated on these proposed petitioned articles since October 2023. Mr. Kershaw presented background information, provided a brief cost analysis, and other Cape Cod towns which remove snow on private roads.

The Members, DPW Director Cabral, and Mr. Kershaw discussed the following highlighted topics: concerns by citizens who reside on public roads paying the additional expenses associated with snow removal on private roads; Truro has 37 miles of Town-owned roads and 34 miles of private roads which would add an additional \$46,000 to the annual snow removal cost of \$51,000 for a projected total cost of \$97,000; Truro is one of several Cape Cod towns which do not plow private roads; the criteria that private roads must meet to be eligible for snow removal and the impact on Town vehicles; liability issues for the Town and the recourse of private road homeowners if the Town does not adequately remove the snow from the private roads; the intent of HOAs and the responsibility of HOAs to maintain the private roads and remove snow from the private roads; the clearance of public roads would be the priority for the DPW and private roads would be secondary; the need of a second DPW vehicle to remove the snow from the private roads; the issue of Town rights of passage, deeds, and easements; and how to address the situations where homeowners living on private roads do not want the Town to plow their private roads.

Chair Reed asked the Members if they wanted to work on this petitioned article this year and the Members unanimously agreed that they did not. Members noted that this petitioned article was not ready for Select Board consideration, expressed concerns about the projected costs, and the potential of associated legal implications.

Chair Reed thanked Mr. Kershaw and encouraged him to continue working on this petitioned article.

D. Discussion and Possible Vote on Fractional and Corporate Ownership Articles for 2024 Annual Town Meeting

Presenter: Kristen Reed, Chair

Chair Reed introduced this discussion to the Members and noted that the Planning Board was in support of these articles. Chair Reed stated there may be an opportunity to educate the public about these articles on Monday, March 4, 2024, or Tuesday, March 5, 2024, during a public forum.

Chair Reed introduced her concerns regarding fractional and corporate ownership: the impact on local housing authority when real estate is purchased by corporations; community displacement; economic dependence; infrastructure strain, loss of local character; environmental impact; regulatory concerns; employment practices; gentrification; and the issue of long-term sustainability.

Planning Board Chair Roberts and Planning Board Vice Chair Greenbaum provided additional input and noted the Planning Board's support for the three proposed articles. Planning Board Vice Chair Greenbaum provided a summary of Provincetown's articles regarding fractional and corporate ownership as well as the limiting of short-term rentals. Chair Reed also noted that West Tisbury, Nantucket, and Martha's Vineyard were also addressing these issues.

Chair Reed polled the Members who unanimously voiced support for the articles. Chair Reed and the Members agreed to hold the hybrid forum on Monday, March 4, 2024, from 4 pm to 6 pm, at the Community Center. Assistant Town Manager Clark asked that there be flexibility in the location as this date was selected without Town staff's ability to check the availability of Town facilities to hold a large gathering and Chair Reed concurred.

Chair Reed made a motion to direct staff to prepare the draft articles as described and to schedule a public forum for community feedback with a hybrid model on Monday, March 4, 2024, from 4 pm to 6 pm, at either the Community Center or Town Hall depending upon availability.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

E. Goals & Objectives Update

Presenter: Darrin Tangeman, Town Manager

Due to the time, Chair Reed announced that this agenda topic would be postponed to the next meeting. There were no objections.

CONSENT AGENDA

A. Review/Approve and Authorize Signature:

1. None

2. Review and Approve Appointment Renewals: None

3. Review and Approve 2024 Seasonal Business Licenses: Truro General Store (Common Victualer and Transient Vendor); Hillside Farmstand, Adventure Bound Camping Resort at Horton's and North Truro Camping Area (Transient Vendor)
4. Review and Approval of Extension of Hours Liquor License-Beach Point Health and Swim Club LLC
5. Review and Approve Select Board Meeting Minutes of 12.5.2023.

Vice Chair Areson made a motion to approve the Consent Agenda as printed in the packet.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

SELECT BOARD REPORT/COMMENTS

Member Rein encouraged individuals to consider coaching opportunities to assist Truro youths participating in Town sports programs.

Member Weinstein attended the ZBA meeting last night and reported that the matter regarding Robert Martin (Applicant) will now be overseen by KP Law and not Town Planner/Land Use Counsel Carboni as it is now being litigated in court. Member Weinstein noted that Ebb Tide, a property on Shore Road, must move buildings away from the shore of Cape Cod Bay and noted nature's impact on properties along the shoreline. The Ebb Tide application will require an additional hearing.

Member Dundas reported that the Cemetery Commission published the "Field Guide to the Historic Cemeteries of Truro" with the assistance of several Truro residents whom he thanked. Member Dundas also congratulated Truro residents and Naust High School varsity hockey players, Zach Coelho and Logan Poulin, who were named to the 2024 Cape and Islands Hockey All-Star team.

Vice Chair Areson said that she had no comments this evening.

Chair Reed recognized and thanked DPW Director Cabral and Town staff involved with the moving of the two homes recently which will create workforce housing. Chair Reed encouraged the public to participate in the "open houses" when the buildings are in a condition to be visited.

TOWN MANAGER REPORT

Town Manager Tangeman agreed with Chair Reed's comments about the DPW and the Town staff's success in the move of the two buildings. Town Manager Tangeman reminded the public that the applications for the second half of this year's Childcare Voucher Program are due at 4 pm tomorrow. Application forms and additional information are available on the Town's website. The deadline for all petitioned articles and committee articles are due on March 5, 2024, at 4 pm. Town Manager Tangeman reiterated the date for the upcoming public forum regarding fractional and corporate ownership.

Town Manager Tangeman reviewed the agenda for the next Select Board meeting on March 12, 2024.

Member Dundas made a motion to adjourn at 8:57 pm.
Member Weinstein seconded the motion.
By unanimous consent, the meeting was adjourned.

Respectfully submitted,



Alexander O. Powers
Board/Committee/Commission Support Staff

Kristen Reed, Chair

Susan Areson, Vice Chair

John Dundas, Clerk

Stephanie Rein, Member

Robert Weinstein, Member

Public Records Material Attachments

Legal Notice

Renewal Aquaculture Hearing Notice

White Shellfish License Renewal Application, Current Aquaculture License and 2023 Annual Report, 2023 Propagation Permit (DMF is working on issuing 2024 Permits)

Aquaculture Regulations

Photographs

List of Candidates for the Appointment of Election Officers (to be provided at the 2/27/24 SB Meeting)

Application to Serve-Brian Boyle

Application to Serve-Michael Cohen

Application to Serve-Anthony Garrett

Application to Serve-Robert Higgins-Steele

Application to Serve-Clinton Kershaw

Application to Serve-Christopher Lucy

Application to Serve-Leif Hamnquist

Application to Serve-Todd Schwebel

Ad Hoc Building Committee - For the Future Public Works Facility Charge

Press Release May 11, 2023

Assistant Clerk Job Description and Position Justification

Climate Action Coordinator Job Description and Position Justification

Housing Coordinator Job Description and Position Justification

Human Resources Coordinator Job Description and Position Justification

Copy of MA Gen Law Chapter 40-Section 6D

Proposed Warrant Article-Accept a Massachusetts General Law that will allow the Town to plow private roads.

Proposed Warrant Article-To pay for the plowing of qualified private roads in the Town of Truro.

Budget Summary

Proposed Warrant Article-To purchase a pickup truck with a snowplow for the Department of Public Works

Proposed Warrant Article-To set policy for plowing private roads in the Town of Truro

Preliminary draft articles prepared by Town Counsel

Provincetown 2023 Special Town Meeting Articles 11, 12, and 13

Provincetown Special Town Meeting informational pamphlet on relevant articles

News articles (4) on similar efforts by Cape & Island communities

FY2024 Select Board Goals & Objectives

FY2024 Select Board Goals & Objectives Update

Renewal Application for 2024: Truro General Store

Renewal Application for 2024: Hillside Farmstand

Renewal Application for 2024: Adventure Bound Campground at Horton's

Renewal Application for 2024: North Truro Camping Area

Beach Point Health and Swim Club Application, Chief of Police Memorandum and Current Alcohol License

Select Board Special Meeting Minutes

March 4, 2024, Meeting (Hybrid)

Via Zoom Platform

Select Board Members Present: Kristen Reed-Chair, Susan Areson-Vice Chair, John Dundas-Clerk, Stephanie Rein-Member, Robert Weinstein-Member

Select Board Members Absent:

Others Present: Darrin Tangeman-Town Manager; Kelly Clark-Assistant Town Manager; Jarrod Cabral-DPW Director; Leif Hamnquist (Applicant for Ad Hoc Building Committee); Paul Wisotzky-Town Moderator

Chair Reed called the meeting to order at 2:30 pm and read the information for the public to access the meeting by telephone and participate. Chair Reed introduced the Members and Town staff present.

PUBLIC COMMENT

Prior to recognizing any individual for public comment, Chair Reed read aloud the ground rules regarding public comment.

Chair Reed asked if any member of the public wished to comment on this matter and there were none.

BOARD ACTION

Interview and Possible Appointment of Ad Hoc Building Committee – For the Future DPW Facility

Note: There were repetitive technical issues during Mr. Hamnquist's interview, and the issues were resolved during the interview.

Chair Reed summarized the previous interviews held for Applicants at the last meeting and noted that one applicant, Mr. Hamnquist, was unavailable to interview at the last meeting and hoped that he was present this evening.

Chair Reed called Mr. Hamnquist's name, and he announced that he was present.

Mr. Hamnquist provided background information about himself and then he was interviewed by the Select Board utilizing a standardized question format. Members could ask additional questions once the standard questions were asked and answered.

Following the interviews, Members discussed the experience of all the Applicants interviewed for the Ad Hoc Building Committee. Members would vote for five full member positions and one alternate position.

Member Rein made a motion to appoint Michael Cohen, Anthony Garrett, Chris Lucy, and Leif Hamnquist as full members on the Ad Hoc Building Committee for a term expiring on June 30, 2025.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Member Rein made a motion to appoint Todd Schwebel as an alternate member on the Ad Hoc Building Committee for a term expiring on June 30, 2024.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Discussion and Possible Vote on the Location of the 2024 Annual Town Meeting

Town Manager Tangeman, Assistant Town Manager Clark, Town Moderator Wisotzky, and the Members discussed the possible options for the location of the 2024 Annual Town Meeting and the variables (parking, traffic management, capacity, A/V requirements, staff/volunteer requirements) for each option. Town Manager Tangeman also provided that a majority of the 116 respondents from the Town survey favored the Truro Central School and the adjacent Truro Central School's ballfield.

Town Manager Tangeman recommended that the Town rent a tent that would have a capacity to accommodate 1,200-1,400 individuals at the Truro Central School's ballfield. Town staff also recommended the requisition of three shuttle buses to shuttle individuals to the ballfield. Town Manager Tangeman also noted that check-in time for Truro voters would be at least two hours prior to the start of the Town Meeting.

Town Manager Tangeman, Assistant Town Manager Clark, Town Moderator Wisotzky, and the Members discussed the cost associated with the rental of the tent and chairs for the Special Town Meeting and the Annual Town Meeting. Assistant Town Manager Clark noted that the cost would be \$20,000.

Town Manager Tangeman also said that the cost could be increased if a Special Town Meeting was held during the winter months as that would require the additional cost associated with the rental of heating equipment for attendees.

Town Moderator Wisotzky reminded the Town's registered voters that there would be two Pre Town-Meetings. One pre-Special Town Meeting and one pre-Annual Town Meeting. Town Moderator Wisotzky noted that these meetings would not be together.

Town Moderator Wisotzky announced that since one Pre-Special Town Meeting had already occurred, the next Pre-Special Town Meeting would be virtual and held on April 11, 2024. The Budget Hearing and

Pre-Annual Town Meeting would be a hybrid meeting, held at the Community Center, on April 24, 2024. This would meet the Town Charter's requirement.

Vice Chair Areson made a motion to hold the 2024 Annual Town Meeting at the Truro Central School Ballfield.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

Member Weinstein made a motion to adjourn at 3:17 pm.

Vice Chair Areson seconded the motion.

By unanimous consent, the meeting was adjourned.

Respectfully submitted,



Alexander O. Powers
Board/Committee/Commission Support Staff

Kristen Reed, Chair

Susan Areson, Vice Chair

John Dundas, Clerk

Stephanie Rein, Member

Robert Weinstein, Member

Public Records Material Attachments

Legal Notice

Application to Serve-Brian Boyle

Application to Serve-Michael Cohen

Application to Serve-Anthony Garrett

Application to Serve-Robert Higgins-Steele

Application to Serve-Clinton Kershaw
Application to Serve-Christopher Lucy
Application to Serve-Leif Hamnquist
Application to Serve-Todd Schwebel
Satellite Image of Truro Central School Ballfield