



Truro Select Board

Tuesday, March 8, 2022

Executive Session-4:30pm

Regular Meeting-5:00pm

AMENDED

EXECUTIVE SESSION

<https://meet.goto.com/629043453>

1-877-309-2073 Access Code: 629-043-453

This will be a remote meeting. 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 locked and closed to the public once the Board votes to enter into Executive Session.

Move that the Select Board enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21(a) 3 to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the Chair so declares; and not to reconvene in open session.

REGULAR MEETING

<https://meet.goto.com/969877501>

1-866-899-4679 Access Code: 969-877-501

This will be a remote meeting. Citizens can view the meeting on Channel 18 in Truro and on the web on the "Truro TV Channel 18" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. **To provide comment during the meeting please call in toll free at 1-877-309-2073 and enter the following access code when prompted: 311-786-589 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser:** <https://meet.goto.com/311786589>. 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. Transfer of All Alcohol Seasonal Liquor License from Salty Market LLC to Salty Market Farmstand Inc.

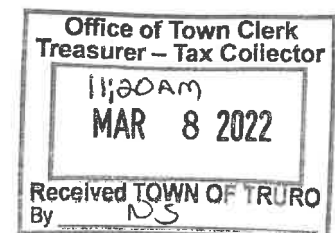
3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Interview and Appoint:

4. STAFF/ COMMITTEE UPDATES

- A. Board/Committee Report: School Committee—Kolby Blehm, Chair

5. TABLED ITEMS NONE

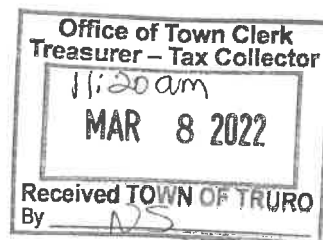


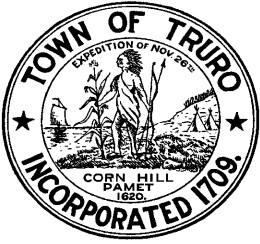
6. SELECT BOARD ACTION

- A. Review and Approve Host Community Agreement for The Hatchery
Presenter: Kristen Reed, Vice-Chair; Darrin Tangeman, Town Manager; and Attorney Jonathan Silverstein, KP Law
- B. Town Manager's Presentation of Draft FY2023 Budget and Recap
Presenter: Darrin Tangeman, Town Manager and Trudi Brazil, Town Accountant
- C. Review and Possible Approval of Curb Cut Applications: 33 Old County Rd and 126 Old County Rd
Presenter: Jarrod Cabral, DPW Director
- D. Recommended Changes to Charter
Presenter: Brian Boyle, Charter Review Committee Chair
- E. Review and Approve Recommendation to Increase Beach Sticker Fees
Presenter: Damion Clements, Recreation/Beach Director
- F. Referral of Planning Board Articles
Presenter: Anne Greenbaum, Planning Board Chair
- G. Discussion and Possible Vote to Recommend CPC Warrant Articles
Presenter: Mary Rose, Co-Chair of Community Preservation Committee
- H. Review and Vote to Recommend Select Town Meeting Articles
Presenter: Darrin Tangeman, Town Manager
- I. Referral of Floodplain Bylaw
Presenter: Emily Beebe, Health & Conservation Agent and Barbara Carboni, Town Planner & Land Use Counsel

7. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 1. Cell Tower Agreements
 - B. Review and Approve Appointment Renewals: Anthony Jackett as Truro's Harbor Master, Kevin Grunwald as Truro's Representative to the Cape Cod Commission
 - C. Review and Approve 2022 Seasonal Business Licenses-Savory and the Sweet Escape (Common Victualer); Adventure Bound-North Truro Camping Area (Transient Vendor); Adventure Bound-Horton's (Transient Vendor); Whitman House Restaurant (Common Victualer); Top Mast Café (Common Victualer); Beach Point Health & Swim Club (Common Victualer)
 - D. Review and Approve Select Board Minutes:
8. Select Board Reports/Comments
 9. Town Manager Report
 10. Next Meeting Agenda: Potential Work Session-Date TBD; Regular Meeting-March 22, 2022





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: March 8, 2022

ITEM: Transfer of Seasonal All Alcohol Retail Alcohol License

EXPLANATION: The Truro Select Board will hold a Public Hearing on the application from proposed transferee Salty Market Farmstand Inc dba Salty Market Farmstand, Liam Luttrell Rowland, Owner & Manager for a petition of transfer of an all-alcohol retail package store liquor license under MGL Chapter 138, Section 23 from licensee Salty Market LLC, Ellery Althaus, Manager & Owner, 2 Highland Rd, Truro, MA.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The transfer of the seasonal all alcohol retail package store liquor license will not proceed.

SUGGESTED ACTION: *Motion to approve the application to transfer the seasonal all alcohol retail package store liquor license from licensee Salty Market LLC, Ellery Althaus to proposed transferee Salty Market Farmstand Inc. dba Salty Market Farmstand, Liam Luttrell Rowland.*

ATTACHMENTS:

1. Public Hearing Notice
2. ABCC Application
3. Police Chief Memo



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 TRANSFER OF SEASONAL ALL ALCOHOL RETAIL PACKAGE STORE LIQUOR LICENSE

The Truro Select Board will hold a Public Hearing on Tuesday, **March 8, 2022 at 5:00 p.m.** to hear the application from proposed transferee Salty Market Farmstand, Inc. dba Salty Market Farmstand, Liam Luttrell Rowland, Owner and Manager for a petition of a transfer of a seasonal all alcohol retail package store liquor license under {MGL Chapter 138, Section 23} from licensee Salty Market LLC, Ellery Althaus, Manager & Owner, located at 2 Highland Rd, Truro, MA.

The public is encouraged to submit comments in writing to the Office of the Town Manager/Select Board, PO Box 2030, Truro MA , 02666, or by emailing the Town Manager at dtangeman@truro-ma.gov or by calling into the hearing. To provide comment during the hearing, please call-in toll free at 1-877-309-2073 and enter the following access code when prompted 311-786-589 or use the link: <https://meet.goto.com/311786589>. You can also view the meeting on Channel 18 in Truro and on the web on “Truro TV Channel 18” button under “Helpful Links” on the homepage of the Town of Truro website. Click on the green “Watch” button in the upper right of the page.

Robert Weinstein
Chair Select Board

Robin B. Reid
Mediator
Attorney at Law

Mailing address: Post Office Box 1713
Provincetown, Massachusetts 02657

Telephone: (508) 487-7445
E-mail: Robin@RobinBReidEsq.com

February 17th, 2022

Nicole Tudor
Town of Truro
Truro Town Hall

BY HAND

RE: Transfer of Seasonal All Alcohol
Package Store License and New Common
Victualer License applications

Salty Market, LLC to Salty Market Farmstand,
Inc.

2 Highland Road, North Truro

Dear Nicole:

I represent Salty Market Farmstand, Inc., and Liam Rowland, the corporate principal and proposed manager for the business to be operated as Salty Market Farmstand.

Enclosed please find the application to transfer the Seasonal All Alcohol Licenses for the package store, located at 2 Highland Road in North Truro. Specifically:

- i. a Massachusetts Department of Revenue Certificate of Good Standing for Salty Market, LLC;
- ii. a Massachusetts Department of Unemployment Assistance Certificate of Good Standing for Salty Market, LLC;
- iii. an ABCC Monetary Transmittal Form;
- iv. an ABCC Application for a Transfer of License;
- v. an ABCC Manager's application;

Re: Salty Market Farmstand , Inc.
2 Highland Road, North Truro
page 2 of 3

- vi. an ABCC Applicant's Statement;
- vii. an ABCC Entity Vote;
- viii. a copy of the CV of Liam Rowland;
- ix. a copy of the US Passport front sheet of Liam Rowland;
- x. a Commonwealth of Massachusetts CORI authorization form for Liam Rowland;
- xi. a copy of the Articles of Organization of Salty Market Farmstand, Inc.;
- xii. a copy of a floor plan for the premises;
- xiii. a copy of the food service menu;
- xiv. a copy of the Asset Purchase Agreement for the conveyance of the assets of the business, located at 2 Highland Road in North Truro;
- xv. a copy of the lease for the premises;
- xvi. a copy of a bank statement from the USAA Federal Savings Bank for the bank account of Liam & Rachel Rowland;
- xvii. a copy of the settlement statement for the sale of real property of Liam and Rachel Rowland, located in Asheville, NC;
- xviii. a Town of Truro Common Victualer Application;
- xix. a copy of the ServeSafe certificate for Liam Rowland;
- xx. a copy of the Allergy Awareness certificate for Liam Rowland;
- xxi. a copy of the TIPS certificate for Liam Rowland;
- xxii. a copy of the fire suppression inspections of the premises;
- xxiii. a copy of the hood inspection;
- xxiv. a quote for the WC insurance to be placed;
- xxv. a quote for the liquor liability insurance to be placed;
- xxvi. a Town of Truro Tobacco Application; and
- xxvii. an application narrative.

Please schedule the application for the Transfer of the Alcohol License for the Select Board meeting of March 8, 2022.

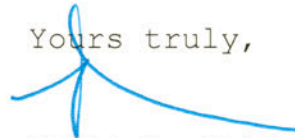
Nicole Tudor
Town of Truro

Re: Salty Market Farmstand , Inc.
2 Highland Road, North Truro
page 3 of 3

Please let me know when the new Common Victualer and Tobacco Permit applications will be heard by the Board of Health.

Thank you for your consideration in this matter. Please do not hesitate to call or email if you have any questions.

Yours truly,



Robin B. Reid, Esq.

cc. Liam Rowland



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SALTY MARKET LLC
2 HIGHLAND ROAD
NORTH TRURO MA 02652

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, SALTY MARKET LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



386557794

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Salty Market LLC
P.O. BOX 992
NORTH TRURO, MA 02652

EAN: [REDACTED]
February 03, 2022

Certificate Id [REDACTED]

The Department of Unemployment Assistance certifies that as of 2/3/2022, Salty Market LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

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.



Transaction Processed Successfully.

INVOICE #: 9d1fe634-635c-4cbe-a066-30921fe874e3

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	[REDACTED]	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 2/17/2022 9:28:35 AM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:

Fee Type:

FILING FEES-RETAIL

Billing Information

First Name:

Robin

Last Name:

Reid

Address:

POB 1713

City:

Provincetown

State:

MA

Zip Code:

02657

Email Address:

robin@robinbreidesq.com

TRANSFER OF LICENSE

To apply for a transfer of alcoholic beverages retail license, you will need the following:

- **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- **Monetary Transmittal Form**
- **DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer.
- **DUA Certificate of Compliance** This must be obtained by the seller, not the buyer.
- **Transfer 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.*
- **Purchase and Sales Agreement**
- **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**
- **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 13 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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF 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 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 checked="" 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 MAIL THIS
 TRANSMITTAL FORM ALONG WITH
 COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

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 TRANSFER OF LICENSE

Municipality

TRURO

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

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.

The applicant is purchasing a turnkey corner market, to-go food service and package store business.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premises-15	\$15 Package Store	All Alcoholic Beverages	Seasonal

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number [REDACTED] FEIN [REDACTED]

Entity Name Salty Market Farmstand, Inc.

DBA Salty Market Farmstand Manager of Record Liam Rowland

Street Address 2 Highland Road, North Truro

Phone 508 487 0711 Email [REDACTED]

Add'l Phone [REDACTED] Website

4. 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. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Located in a 2 1/2 story structure. 2 public rooms + deli prep space on one floor + basement storage. Front entry/exit. 2 rear doors. See attached floor plan.

Total Sq. Footage	+/- 2,382 + 841	Seating Capacity	0	Occupancy Number	
Number of Entrances	1	Number of Exits	3	Number of Floors	1+bsmt storage

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name <input style="width: 90%;" type="text" value="Salty Market, LLC"/>	By what means is the license being transferred? <input style="width: 90%;" type="text" value="Purchase"/>
---	---

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<input style="width: 95%;" type="text" value="Ellery Althaus"/>	<input style="width: 95%;" type="text" value="Manager & Member"/>	<input style="width: 95%;" type="text" value="50"/>
<input style="width: 95%;" type="text" value="Claire Adams"/>	<input style="width: 95%;" type="text" value="Member"/>	<input style="width: 95%;" type="text" value="50"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

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, LLC Members, 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
<input style="width: 95%;" type="text" value="Liam Rowland"/>	<input style="width: 95%;" type="text" value="25 Way 112, Wellfleet, MA 02667"/>	<input style="width: 95%;" type="text" value="[REDACTED]"/>	<input style="width: 95%;" type="text" value="[REDACTED]"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text" value="President, Director, Manager & Owner"/>	<input style="width: 95%;" type="text" value="100"/>	<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		
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

APPLICATION FOR A TRANSFER OF LICENSE

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. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? Yes No

8. 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

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

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input style="width: 95%;" type="text"/>
B. Purchase Price for Business Assets	<input style="width: 95%;" type="text"/>
C. Other* (Please specify)	<input style="width: 95%;" type="text"/>
D. Total Cost	<input style="width: 95%;" type="text"/>

*Other: (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
Liam & Rachel Rowland	<input style="width: 95%;" type="text"/>
Total:	<input style="width: 95%;" 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.

Estimated initial inventory and start up, \$30,000.00.
 Source of funds is sale of home in Asheville, NC.
 See attached closing statement and bank statement .

11. 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?

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

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

*Other: (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):"

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Total:	<input type="text"/>

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			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

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 See attached closing statement and bank statement .

11. 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?

12. 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
see attached				

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

13. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 13.

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

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.*

13A. 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.

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, 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

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, 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

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, 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

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D 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

13F. 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:

APPLICANT'S STATEMENT

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

of Salty Market Farmstand, Inc.
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: 02/11/2022

Title: President, Treasurer and Clerk

ADDITIONAL INFORMATION

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

A large, empty rectangular box with a thin black border, occupying the majority of the page below the introductory text. It is intended for the applicant to provide additional information or clarify previous answers.

CORPORATE VOTE

The Board of Directors or LLC Managers of

Salty Market Farmstand, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

TRURO

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

03/07/2022

Date of Meeting

For the following transactions (Check all that apply):

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

“VOTED: To authorize

Liam Rowland and Robin B. Reid, Esq.

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

Liam Rowland

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

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

6. PROPOSED OFFICER, 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 <input style="width: 95%; height: 20px;" type="text"/>	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed) <input style="width: 95%; height: 20px;" type="text"/>
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Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" 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 style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" 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 style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" 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 style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" 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
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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" 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 style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" 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
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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" 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?
 If yes, attach an affidavit providing the details of any and all convictions.

Yes No

Liam Luttrell Rowland



OBJECTIVE

Dedicated to creating a positive kitchen environment – as a safe space to learn and evolve, I am committed to my profession as a Chef and my practices as a cook, to change our food system for the better.

EDUCATION

North Carolina University Of Asheville, BA. Anthropology and Interdisciplinary Studies
2002-2006 (Summa Cum Laude)

Asheville Buncombe Community College, AS. Culinary Arts and Science
2011-2013

Extra Qualifications

- Bi-Lingual in conversational Spanish (Traveling and working in Mexico for over ten years)
- Serve Safe Certified for over 20 years, with 2 years of teaching serve safe food handlers course as a proctor

WORK EXPERIENCE

Executive Chef Spindlers, Provincetown MA (2017- 2020)

- Managed Operations Budget of + \$550,000
- Increased Sales by \$1,000,000 in 3 year period
- Managed food operations with staff of +12 employees including (J-1 visa learning program)
- Received and maintained excellent food brand associated with Chef Barbara Lynch
- Helped organize over 8 different events in three years that created + 150,000 in revenue for local non-profits
- Represented Spindlers and my self in the Ocean Spray Cranberry Chef Collective – a collection of chefs leading their industry towards sustainability and the highest standards of cooking in the northeast.

Assistant Dining Director Givens Estates, Black Mountain

- Managed Operations Budget of + \$450,000

- Managed schedules for over 40 employees
- Managed FOH and BOH for Breakfast, Lunch and Dinner of the Resident Dining services
- Managed Safety protocols and Disciplinary matters for BOH / Kitchen Staff over 30 employees

Culinary Leadership Stage with Curate, and NightBell, by Chef Katie Button (3 months)

- Shadowed Frank Muller (the Chef Director of the company)
- Attended management meetings
- Line-cooked at both Curate and Nightbell as needed
- Worked rotating shifts with prep team, including whole animal butchery
- Expo at Curate and Nightbell.

Chef Director

Green Opportunities, Asheville NC (2012 – 2016)

- Managed Operations Budget of + \$350,000
- Increased Sales by \$200,00 in 3 year period
- Managed operations with staff of 6- 10 employees who served 20 students of daily learning and food service.
- Help Lead and co-work with another 10 employee responsible for student services Including Bi-monthly diversity training, non-violent communication, and team building sessions.
- Managed Federal Grants (Kresge and CED) and helped create outcomes to secure future funding
- Received and maintained Highest Food Sanitation Rating in 28801 zipcode
- Helped implement and create Work-Experience job placement of students which required fostering lasting partnerships with James Beard Outstanding Chefs John Fler,
- Created Chef

Pastry Chef

The Admiral, Asheville NC (2012-2014)

- Worked on the line in all stations
- Worked with Elliot Moss (James Beard Nominee Best Chef South East) to Create Award Winning Restaurant focusing on locally sourced ingredients and modern southern cuisine
- Wrote HCCAP Plan for Restaurant for vacuum sealing, sous vide cooking, and fermentation practices

Adjunct Chef Instructor

AB Tech Community College, Asheville NC (2011 – 2016) (overlapped with Green Opportunities listed above)

- Built Curriculum for Culinary 142 class
- Designed Programing that included testing and performance matrix
- Managed positive classroom environment for students with diverse backgrounds learning
- Lowered attrition rate

- Raised graduation rate
- Received positive student feed back for ten cycles of training and placed over 90 students in local restaurants around the city

Head Chef

The Magnetic Field, Asheville NC (2010- 2012)

- Consultant to open restaurant
- Managed team of 5 employees
Grew company to well-established eatery recognized in a thriving new food destination
In the mountains for North Carolina

AWARDS

Ocean Spray Cranberry Chef Sponsorship (2019-2020)

Sponsorship given to five Chefs in the northeast seeking to better their industry towards sustainability and use of local food

Martin Luther King Jr. Community Service Award (2015)

Regional community service award given out by MLK association and Buncombe County

Blind Pig Dinner (2012)

Regional Dinner Club Highlighting the Cities Top Chefs

Wild Wild Wellfleet, People's Choice Best Dish (2010)

Regional competition in Cape Cod for Best Dish

Outstanding in the Field, Cape Chef (2009)

National Award given by Outstanding in the Field Food Tour (www.outstandingintheield.com)

PRESS

<https://mountainx.com/food/one-meal-at-a-time-dinner-at-green-opportunities-kitchen-ready-table/>

<http://www.citizen-times.com/story/news/local/2016/05/19/mountain-causes-soul-food-southside>

<https://www.prnewswire.com/news-releases/ocean-spray-launches-the-cranberry-chef-collective-a-culinary-collaboration-featuring-five-of-new-englands-most-influential-culinary-leaders-300958433.html>

<https://ediblecapecod.ediblecommunities.com/food-thought/spindlers>



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 00036-PK-1292

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	[REDACTED]	LICENSEE NAME:	Salty Market Farmstand, Inc.	CITY/TOWN:	TRURO
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APPLICANT INFORMATION

LAST NAME:	Rowland	FIRST NAME:	Liam	MIDDLE NAME:	Luttrell
MAIDEN NAME OR ALIAS (IF APPLICABLE):	[REDACTED]	PLACE OF BIRTH:	[REDACTED]		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	[REDACTED]
MOTHER'S MAIDEN NAME:	Luttrell	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
EYE COLOR:	[REDACTED]				
CURRENT ADDRESS:	25 Way 112				
CITY/TOWN:	Wellfleet	STATE:	MA	ZIP:	02667
FORMER ADDRESS:	5 Broadview Drive				
CITY/TOWN:	Ashville	STATE:	NC	ZIP:	28803

PRINT AND SIGN

PRINTED NAME:	Liam Rowland	APPLICANT/EMPLOYEE SIGNATURE:	<i>[Handwritten Signature]</i>
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NOTARY INFORMATION

On this 03/07/2022 0214 | 2022 before me, the undersigned notary public, personally appeared Liam Rowland
(name of document signer), proved to me through satisfactory evidence of identification, which were US passport
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.

[Handwritten Signature]
NOTARY



DIVISION USE ONLY

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

The DCJL Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJL. 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 DCJL via mail or by fax to (617) 660-4614.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: [REDACTED]

ARTICLE I

The exact name of the corporation is:

SALTY MARKET FARMSTAND, INC.

ARTICLE II

Unless the articles of organization otherwise provide, a corporation formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. A corporation must authorize stock. If on any one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Number of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	250,000	\$0.00	250,000

G.L. C156D defines the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established with any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

A. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. B. PERSONAL LIABILITY OF DIRECTORS TO CORPORATION. NO DIRECTOR SHALL HAVE PERSONAL LIABILITY TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF HIS OR HER FIDUCIARY DUTY AS A DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, PROVIDED THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR (A) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS SHAREHOLDERS, (B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (C) FOR IMPROPER DISTRIBUTIONS UNDER MGL C.156D, §6.40 OR (D) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. C. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN MGL C.156D, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and the time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: LIAM L. ROWLAND
 No. and Street: 2 HIGHLAND ROAD
 City or Town: NORTH TRURO State: MA Zip: 02666 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First Middle Last Suffix	Address (no PO Box) Address City or Town State Zip Code
PRESIDENT	LIAM L. ROWLAND	25 WAY 112 WELLFLEET MA 02667 USA
TREASURER	LIAM L. ROWLAND	25 WAY 112 WELLFLEET MA 02667 USA
SECRETARY	LIAM L. ROWLAND	25 WAY 112 WELLFLEET MA 02667 USA
DIRECTOR	LIAM L. ROWLAND	25 WAY 112 WELLFLEET MA 02667 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

RETAIL GROCERY AND FOOD SERVICE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 2 HIGHLAND ROAD
City or Town: NORTH TRURO State: MA Zip: 02666 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 2 HIGHLAND ROAD
City or Town: NORTH TRURO State: MA Zip: 02666 Country: USA

which is

its principal office
 an office of its secretary/assistant secretary
 an office of its transfer agent
 its registered office

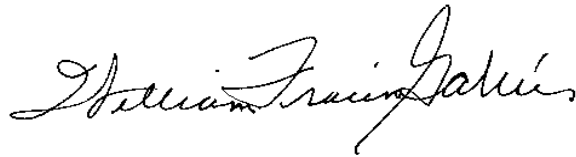
Signed this 4 Day of February, 2022 at 9:16:12 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

ROBIN B. REID, ESQ.

THE COMMONWEALTH OF MASSACHUSETTS

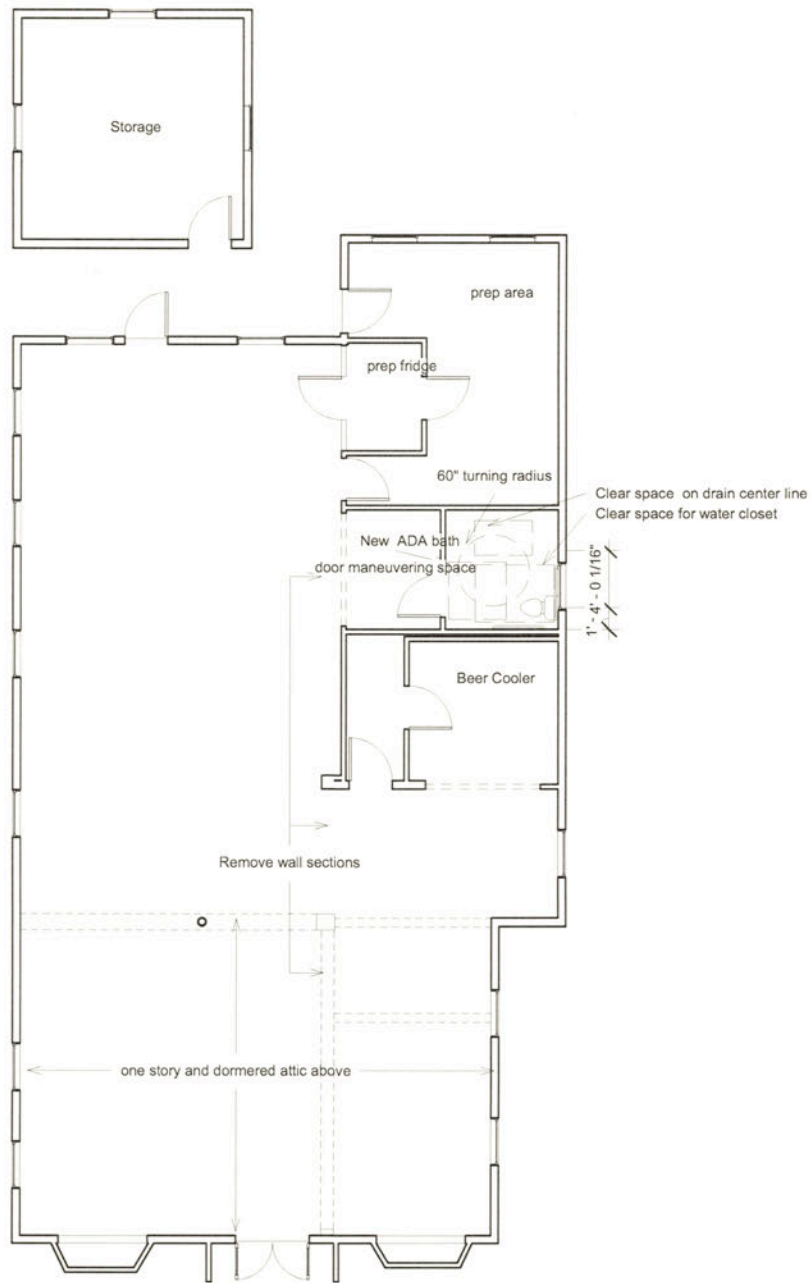
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

February 04, 2022 09:10 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth




2 First Floor Existing
 1/8" = 1'-0"

PROPOSED	First Floor Plan	6/19/13	<h1>WILD WATER DESIGN</h1>	
			Salty Market	2 Highland Rd Truro Ma Brian Hopkins

BREAKFAST

served daily until 11am



EGG : CHEDDAR \$4

BACON, EGG : CHEDDAR \$5.5

SAUSAGE, EGG : CHEDDAR \$5.5

HAM, EGG : CHEDDAR \$5.5

AVOCADO, EGG : CHEDDAR \$5.5

BREAD: multigrain or sourdough toast, bulkie roll
house-made buttermilk or jalapeno-cheddar biscuit +\$1
house-made bagel +\$1
gluten free bread +\$1, soladized +\$2

ADD-ONS: arugula, tomato, onion, pepper relish, spicy mayo +\$0
avocado or extra meat +\$1.5
extra cheese +\$1

BREAKFAST GRAIN BOWL \$6
quinoa with onion, chickpeas, arugula, fried egg,
seasonal veggies, yogurt sauce
(add: cheese +\$1, avocado or meat +\$1.5)

TOAST AND JAM \$3.25
buttered, toasted sourdough, mixed berry jam

AVOCADO TOAST \$4.5
multigrain, avocado, everything bagel seasoning

BAGEL AND CREAM CHEESE \$4
toasted house bagel, plain or scallion cream cheese
(add lox +\$6)

SAUSAGE BISCUIT \$4
grilled buttermilk or jalapeno cheddar biscuit
with breakfast sausage patty

THE SENATOR \$6.99
fried egg, cheddar, ham, avocado,
arugula, spicy mayo,
on jalapeno-cheddar biscuit

THE BOSSLADY \$6.99
fried egg, cheddar, bacon,
Cuddy Provisions garlic chili crisp cream cheese
on a house made bagel.


THE SIBERIAN \$10
scallion cream cheese, lox,
tomato, cucumber, dill, on a house bagel

THE GENERAL \$6.99
fried egg, cheddar, sausage, arugula,
pepper relish, on house everything bagel

THE BLT-E \$6.99
fried egg, cheddar, bacon, lettuce, tomato,
spicy mayo, on bulky roll

THE NO EGG BREAKY \$5.5
mashed avocado, seasonal roasted vegetables,
arugula, hot sauce, on sourdough (vegan)


2 HIGHLAND ROAD, NORTH TRURO, MA
508-487-0711



LOCAL STORE

SANDWICHES
GROCERIES
LIQUOR

VISIT WWW.THESALTYMARKET.COM FOR
HOURS AND SPECIALS



Salty Market Farmstand

- We will offer similar sandwich & quick serve Bagel and egg sandwich along with a lunch of classic soups and sandwiches like Pastrami on Rye, Corned Beef and the Italian.
- Regionally sourced meats including organic slow cooked meats Like rotisserie chickens and brisket
- Charcuterie Boards and house made Snacks for Entertaining to accompany the stores wine selection
- Fresh Salads & Juice shared with theme of the store:
A farm stand or fruit stand

ASSET PURCHASE AGREEMENT

(hereinafter, "Agreement")

AGREEMENT entered into as of February 4, 2022, by and between **SALTY MARKET, LLC**, a Massachusetts limited liability company having an address of 2 Highland Road, P.O. Box 992, North Truro, MA 02652 (the "**Seller**"), and **LIAM LUTTRELL-ROWLAND** (or his nominee), with a mailing address of 25 Way-112, Wellfleet, MA 02667 (the "**Buyer**").

WITNESSETH

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell certain of its properties and assets; and

WHEREAS, subject to the terms and conditions hereof, Buyer desires to purchase said properties and assets of Seller for the consideration specified herein;

NOW, THEREFORE, in order to consummate said purchase and sale and in consideration of the mutual agreements set forth herein, the parties hereto agree as follows:

SECTION 1. PURCHASE AND SALE.

Section 1.01. Sale of Assets. Subject to the provisions of this Agreement, the Seller agrees to sell, and the Buyer agrees to purchase, at the Closing (as defined in Section 1.04 hereof), all of the assets of the business operated by the Seller at 2 Highland Road, North Truro, MA (the "**Premises**") commonly known as "Salty Market" (the "**Business**"), free and clear of all liens and encumbrances, including but not limited to all furniture, fixtures, trademarks and equipment as present at the time of showing; and licenses and permits authorizing the operation of the business, as well as all assets of the business known as "Salty Market", including the name, and without limitation, all inventory, fixtures, equipment, furnishings, licenses and permits authorizing the operation of the business; and all goodwill and other intangibles, including the right to use the name "Salty Market", all as more fully described on **Exhibit A** hereto, and excluding all items set forth on **Exhibit B** hereto.

The assets, property and business of the Seller to be sold to and purchased by the Buyer under this Agreement are hereinafter sometimes referred to as the "**Subject Assets**".

Section 1.02. Assumption of Liabilities. Buyer assumes none of Seller's liabilities, including, without limitation, (i) any obligations payable to officers, shareholders, affiliated companies or other parties related to Seller, and (ii) any liability of the Seller for any employee benefit plans or contributions to said plans. Buyer shall also have no obligation to offer employment to employees of Seller.

Section 1.03. Purchase Price and Payment. The purchase of the Subject Assets shall be on the following terms and conditions:

(a) The purchase price for the Subject Assets shall be **FIFTY THOUSAND DOLLARS (\$50,000.00)** (the "**Asset Purchase Price**"), which Asset Purchase Price shall be payable to the Seller at the Closing by attorney's I.O.L.T.A. check.

(b) At Closing, the aggregate of all outstanding gift certificates issued by the Seller, a list of which

shall be provided at Closing, shall be deducted from the balance of the Purchase Price payable by Buyer at Closing pursuant to Section 1.03(a).

Section 1.04. Closing. The closing of the purchase and sale provided for in this Agreement (herein called the "Closing") shall be at the office of David Marshall Datz, P.C., 167 Commercial Street, Provincetown, MA at the same time as the closing of the purchase and sale of the related real estate contemplated by the Purchase and Sale Agreement of Commercial Real Estate dated as of the date hereof (the "Real Estate P&S") entered into between Claire Adams, LLC (the "Real Estate Seller") and Buyer or its nominee (the "Real Estate Buyer"). It is agreed that time is of the essence. At the Closing,

(a) Seller shall deliver or cause to be delivered to the Buyer full possession of good, clear and marketable title to all the Subject Assets, free and clear of any liens or encumbrances by Warranty Bill of Sale and Assignment in substantially the form attached hereto as **Exhibit C**.

(b) Buyer will deliver the Purchase Price for the Subject Assets in cash or by bank cashier's check or attorney's I.O.L.T.A. check.

Section 1.05. Allocation of Purchase Price.

(a) Buyer and Seller agree that the Asset Purchase Price for the Subject Assets shall be allocated as follows: \$50,000.00 to inventory, furniture, fixtures and equipment, and \$0.00 to goodwill and other intangibles.

(b) Buyer and Seller agree and acknowledge that the above allocations are being agreed upon for the purposes of allocation for tax reporting only and no warranties have been given relative to the actual value of any one item. Buyer and Seller declare that the allocations stated above will be determined in good faith, through arms-length negotiations.

(c) Buyer and Seller will each complete and execute their federal, state and local tax returns in a manner that is consistent with the allocations determined pursuant to this Agreement.

SECTION 2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLERS.

Section 2.01. Making of Representations and Warranties. As a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby, Seller hereby makes to Buyer the representations and warranties contained in this Section 2.

Section 2.02. Organization of Seller. The Seller is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts with full power and authority to own or lease its properties, and to conduct its business in the manner and in the places where such properties are owned or leased, or such business is currently conducted.

Section 2.03. Authority of Seller. The Seller has full right, power, authority and capacity to enter into this Agreement and each agreement, document and instrument to be executed and delivered by the Seller pursuant to this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance by the Seller of this Agreement and each such other agreement, document and instrument require no consent, authorization, permission or filing with or from any other person, entity or agency, violate no contract, agreement, order, judgment or the like that is binding upon the Seller, and have been duly authorized by all necessary action of the Seller, and no other action on the part of the Seller is required in connection therewith.

Section 2.04. Enforceability. This Agreement and each agreement, document and instrument executed and delivered by Seller pursuant to this Agreement constitutes, or when executed and delivered will constitute, valid and binding obligations of Seller enforceable in accordance with their terms.

Section 2.05. Absence of Violations. Seller represents that, to the best of its knowledge, the Premises are zoned for use as currently operated, that there are no outstanding violations or enforcement orders against the Business by any state or local authority, and that the Premises are suitable for the current use.

Section 2.06. Absence of Litigation. Seller represents that there are no undisclosed liens, suits, claims, liabilities or proceedings of any kind pending before any court, agency, regulatory or other body.

Section 2.07. Taxes. Seller represents that all required tax returns have been filed and all federal, state, local and other taxes will be paid through the Closing.

Section 2.08. Absence of Agreements. Seller represents that there are no undisclosed employment agreements or other contracts that cannot be terminated on twenty (20) days' prior notice.

Section 2.09. Transfer of Licenses. The Seller shall cooperate with the Buyer in the transfer of any licenses, all costs and expenses of such transfer to be borne by Buyer. Sale of real estate and assets are contingent upon obtaining liquor license.

Section 2.10. Financial Information. Seller represents that any financial information and documentation previously provided to the Buyer is to the best of Seller's actual knowledge, true, accurate and complete.

Section 2.11. Books and Records. Seller represents that all books and records relating to operating income and expenses of the Business furnished or made available to Buyer by Seller or Seller's agent were those maintained by Seller in regard to the Premises in the normal course of business and are true and correct and accurately reflect, as of the date thereof, the matters contained therein and all financial statements relating to Seller or the Business for each of the periods preceding the date of the Agreement heretofore delivered by Seller to Buyer have been prepared on a consistent basis; and are true, correct, and complete.

Section 2.12. Employee Benefit Plans. Seller represents that it does not currently maintain any pension, profit sharing, retirement, deferred compensation, disability, bonus or severance pay plan. Seller states, to the best of its actual knowledge, that none of its current employee benefit programs require Seller to provide compensation, health or life insurance benefits for Seller's retirees, if any.

Section 2.13. Labor Disputes. Seller represents that there is no unfair labor practice charge or complaint pending or threatened against or relating to the Business and no pending or contemplated strikes, picketing, slow downs or other curtailments of work by any employees or representatives of employees or picketing or attempts to interfere with the normal operation of the Business by any person, group of persons or organization.

Section 2.14. Operation Pending Closing. From and after the date of this Agreement and until Closing, Seller agrees to operate the Business in substantially the same manner as currently operated and shall carry on the Business diligently in the ordinary course, shall use reasonable efforts to preserve the goodwill of the Business's suppliers, customers and others having a business relationship with the Seller and shall pay all bills for goods and services as and when due, keep all computers, appliances, refrigeration, and other equipment in good working order, and do nothing to impair the value of the

Subject Assets.

SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER.

Section 3.01. Making of Representations and Warranties. As a material inducement to Seller to enter into this Agreement and consummate the transactions contemplated hereby, Buyer hereby makes to Seller the representations and warranties contained in this Section 3.

Section 3.02. Organization of Buyer. If the Buyer is not an individual at the time of Closing, the Buyer will be duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts with full power and authority to own or lease its properties, and to conduct its business in the manner and in the places where such properties are owned or leased, or such business is currently conducted.

Section 3.03. Authority of Buyer. The Buyer has full right, power, authority and capacity to enter into this Agreement and each agreement, document and instrument to be executed and delivered by Buyer pursuant to this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and each such other agreement, document and instrument require no consent, authorization, permission or filing with or from any other person, entity or agency, violate no contract, agreement, order, judgment or the like that is binding upon Buyer, and have been duly authorized by all necessary action of Buyer, and no other action on the part of Buyer is required in connection therewith.

Section 3.04. Enforceability. This Agreement and each agreement, document and instrument executed and delivered by Buyer pursuant to this Agreement constitutes, or when executed and delivered will constitute, valid and binding obligations of Buyer enforceable in accordance with their terms.

Section 3.05. Absence of Representations and Warranties. Buyer acknowledges that, except as provided in Section 2.10 of this Agreement, there are no representations or warranties made by Seller with respect to the earnings of the Business.

SECTION 4. CONDITIONS.

Section 4.01. Conditions to the Obligations of Buyer. Unless waived in whole or in part by Buyer, the obligation of Buyer to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, prior to or at the Closing, of the following conditions precedent:

- (a) Each of the representations and warranties of Seller contained in Section 2 shall be true and correct in all material respects.
- (b) The Subject Assets shall be in the same condition as they were at BUYER's inspection reasonable wear excepted.
- (c) No suit shall be pending before any court, agency, regulatory or other body in which it will be or is sought to restrain, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.
- (d) Seller shall have delivered to Buyer a good standing certificate from the Commonwealth of Massachusetts and a good standing certificate from the Massachusetts Department of Revenue.
- (e) At the time of Closing, Seller shall have terminated the employment of its employees and shall pay all such employees for any accrued wages and paid time off due to such employees as of the Closing. Upon the signing of this Agreement, Buyer shall be entitled, in its sole discretion, to negotiate the hiring of such former employees of Seller, on such terms and conditions as shall be

determined by Buyer.

- (f) This Agreement is subject to the approval of the transfer of all necessary permits, licenses and approvals on or before the Closing, including the approval of the transfer of the liquor licenses from the Town of Truro and the Massachusetts Alcohol Beverage Control Commission, and the approval of the Town of Truro Health Department. In the event that Buyer is unable to obtain approval of the transfer or issuance of the licenses, then upon written notice to Seller all deposits paid under this Agreement shall be refunded to Buyer and this Agreement shall terminate without further recourse to the parties hereto.
- (g) Seller shall have paid all vendors and suppliers in full prior to or at Closing.
- (h) Performance of Buyer's obligations under this Agreement is contingent upon simultaneous performance by the Real Estate Seller and the Real Estate Buyer under that certain Real Estate P&S relating to the acquisition of the Premises.

Section 4.02. Conditions to Obligations of Seller. Unless waived in whole or in part by Seller, the obligation of Seller to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, prior to or at the Closing, of the following conditions precedent:

- (a) Each of the representations and warranties of Buyer contained in Section 3 shall be true and correct in all material respects.
- (b) The Subject Assets shall not have been materially adversely affected in any way, including but not limited to as a result of fire, explosion, natural or other disaster or taking by any governmental entity.
- (c) No suit shall be pending before any court, agency, regulatory or other body in which it will be or is sought to restrain, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.
- (d) The Buyer shall have delivered to Seller copies of the resolutions of the Buyer's Board of Directors authorizing the execution and performance of this Agreement and the transactions contemplated hereby.
- (e) Performance of Seller's obligations under this Agreement is contingent upon simultaneous performance by Real Estate Buyer and Real Estate Seller under that certain Real Estate P&S relating to the acquisition of the Premises,
- (f) Buyer agrees that for a period of five (5) years following the Closing, Buyer shall not make its own bagels for sale at the business. This provision shall survive the Closing.

SECTION 5. RIGHTS AND OBLIGATIONS SUBSEQUENT TO CLOSING.

Section 5.01. Payment of Obligations. Seller shall pay all of its liabilities in the ordinary course of business as they become due.

SECTION 6. INDEMNIFICATION.

Section 6.01. Buyer Indemnification. Except as otherwise specifically provided to the contrary, Buyer shall release, defend, indemnify and hold harmless Seller from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorney's fees and expenses) imposed upon, incurred by or asserted against Seller based upon or as a result of a breach of any representation, warranty or covenant made by Buyer in this Agreement by reason of any claim, action or proceeding asserted or instituted or growing out of any matter covered by such representations, warranties or covenants.

Section 6.02. Seller Indemnification. Except as otherwise specifically provided to the contrary, Seller

shall agree to defend, indemnify and hold Buyer harmless from and against any damages, liabilities, losses and expenses (including reasonable counsel fees and expenses) of any kind or nature whatsoever which may be sustained or suffered by Buyer based upon a breach of any representation, or covenant made by or obligation of Seller in this Agreement by reason of any claim, action or proceeding asserted or instituted or growing out of any matter covered by such representations, or covenants. In addition, Seller agrees to defend, indemnify and hold Buyer harmless from and against any damages, liabilities, losses and expenses (including reasonable counsel fees) of any kind or nature whatsoever which may be sustained or suffered by Buyer based upon a claim of any kind or nature related to the operations of the Business that accrued or existed prior to the Closing hereunder even if such claim for damages, liabilities, losses or expenses arises after the Closing.

SECTION 7. REMEDIES.

Section 7.01. Default by Seller. In the event Seller is unable to perform its obligations required by this Agreement for Closing, then this Agreement shall, at the option of Buyer, be null and void and all deposits shall be refunded to Buyer, and the parties shall be without further recourse hereunder both in law and in equity. If Buyer does not exercise its option to void this Agreement, then Buyer may seek all remedies available in law or equity, including, but not limited to, specific performance of this Agreement.

Section 7.02. Default by Buyer. In the event Buyer shall fail to fulfill its obligations herein, all deposits made by Buyer hereunder shall be retained by Seller as liquidated damages and this shall be Seller's sole and exclusive legal and/or equitable remedy for any default by the Buyer hereunder.

SECTION 8. CONFIDENTIALITY

Seller and Buyer acknowledge that in the course of this transaction each has acquired, discovered or disclosed to the other confidential or proprietary information ("information"). Seller and Buyer agree to protect and maintain in strict confidence said information and that neither party shall, at any time or in any manner, directly or indirectly, use for its/her benefit or divulge, disclose or communicate in any manner to any third party, any information of the other party, without the prior written consent of such party, which consent may be withheld at such party's discretion. Further, Buyer hereby agrees not to discuss, divulge, disclose or communicate in any manner whatsoever the existence, nature and/or substance of the pending transaction to and/or with Seller's employees, vendors and customers without Seller's prior written consent.

SECTION 9. MISCELLANEOUS.

Section 9.01. Fees and Expenses. Each of the parties will bear its own expenses in connection with the negotiation and the consummation of the transactions contemplated by this Agreement.

Section 9.02. Governing Law. This Agreement shall be construed under and governed by the internal laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and this Agreement may be enforced with such provision severed, or as modified by such court.

Section 9.03. Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered or sent by (a) electronic mail transmission, upon receipt, between the hours of 9:00 am and 6:00 pm with a confirmation copy delivered by another method permitted under this Section 9.03; or (b) overnight courier by a courier

providing tracking and a receipt; or (c) by personal delivery. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail shall be deemed effective upon confirmation of transmission; it being agreed that upon a transmitting party's request, the recipient of an email shall promptly confirm its receipt of such email by return email. All notices to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

TO BUYER:

Michael J. Clancy, Jr., Esq.
David Marshal Datz, P.C.
530 Tremont Street
Boston, MA 02116
617-357-9333
michael@datzlawoffices.com

TO SELLER:

Melanie J. O'Keefe, Esq.
LaTanzi, Spaulding & Landreth, LLP
P.O. Box 2300
Orleans, MA 02653
508-255-2133
mokeefe@latanzi.com

Any notice given hereunder may be given on behalf of any party by his or her counsel or other authorized representatives.

Section 9.04. Entire Agreement. This Agreement, including any Schedules and Exhibits referred to herein and the other writings specifically identified herein or contemplated hereby, is complete, reflects the entire agreement of the parties with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings. No promises, representations, understandings, warranties and agreements have been made by any of the parties hereto except as referred to herein or in such Schedules and Exhibits or in such other writings; and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein or in such Schedules or Exhibits or in such other writings.

Section 9.05. Assignability; Binding Effect. This Agreement shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, provided, however, that except with respect to Buyer's right to assign his rights and duties under this Agreement to a member of his immediate family, or a trust, corporation or other entity beneficially owned or controlled by Buyer, this Agreement may not be assigned without the prior written consent of the other party hereto which consent shall not be unreasonably withheld.

Section 9.06. Section Headings and Gender. The section headings in this Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision hereof. The use in this Agreement of the masculine pronoun in reference to a party hereto shall be deemed to include the feminine or neuter, as the context may require.

Section 9.07. Execution in Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

Section 9.08. Amendments. This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each party hereto, or, in the case of a waiver, the party waiving compliance.

Section 9.09. Further Assurances. Each party shall proceed in good faith and exercise best efforts to satisfy all conditions required to consummate this Agreement and the transactions contemplated thereby. Each party shall further execute and deliver such additional documents, and shall take such other and further action, upon reasonable request, in order to effectuate the purposes of this Agreement and to vest and evidence title to the Subject Assets in Buyer.

Section 9.10. Consent to Jurisdiction. Solely for the purpose of allowing a party to enforce its indemnification and other rights hereunder, each of the parties hereby consents to personal jurisdiction, service of process and venue in the federal or state courts of Massachusetts, or in the court in which any claim for which indemnification may be sought hereunder is brought against an indemnified party.

Section 9.11. Buyer is not buying any corporation and shall not assume any liabilities of the business or the Seller.

Section 9.12. Buyer shall also have the non-exclusive right to utilize certain designs owned by Susan Baker, said designs being the Salty Market logo, and the Truro, North Truro and Provincetown designs, in its apparel, provided that said artist retains the right to utilize the designs for any purposes. These provisions shall survive delivery of the deed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date set forth above by their duly authorized representatives.

SELLER:

SALTY MARKET, LLC

DocuSigned by:
Ellery Althaus
1118AA31D133AB

Ellery P. Althaus, Manager

DocuSigned by:
Claire Adams
BSCL7840782D495

Claire S. Adams, Manager

BUYER:

DocuSigned by:
Liam Luttrell Rowland
1118AA31D133AB

Liam Luttrell-Rowland

2/4/2022

Exhibit A

Subject Assets

All Assets of the Business, including but not limited to, all furniture, fixtures, and equipment as present at the time of showing; and licenses and permits authorizing the operation of the business, as well as all assets of the business known as "Salty Market", including the name, and without limitation, all inventory, fixtures, equipment, furnishings, licenses and permits authorizing the operation of the business; and all goodwill and other intangibles, including the right to use the name "Salty Market, other than those items set forth on Exhibit B.

Exhibit B

Excluded Assets

All cash assets of the Business including, but not limited to, cash, cash equivalents, notes receivable, accounts receivable, prepaid items, security deposits, unearned revenues and refunds.

All personal property of the Seller's officers, directors, and employees not constituting assets of the Business, and listed below.

All business and personal retirement, employee benefit, investment and/or savings plan(s) including, but not limited to, pension plans, profit sharing plans and individual retirement accounts (including Regular, Simple and SEP IRA's, if any).

All assets pertaining to the bagel business of the Seller.

Exhibit D

WARRANTY BILL OF SALE AND ASSIGNMENT

KNOW THAT, for valuable consideration, in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)**, **SALTY MARKET, LLC**, a Massachusetts limited liability company ("Seller"), does hereby grant, sell, transfer and assign unto _____ ("Buyer"), with **WARRANTY COVENANTS**, all right, title and interest of Seller in and to the tangible personal property set forth on **Exhibit A** attached hereto and made a part hereof, together with (i) all inventory, trade fixtures, equipment, appliances, furnishings, goodwill, supplier lists, leases, copyrights, trademarks, tradenames, service marks, signage, prepaid advertising, customer lists, mailing lists, telephone numbers and all business licenses, and (ii) all agreements in effect on the date hereof, excepting accounts receivable, and (iii) all other intangibles.

And Seller hereby covenants with the grantee that it is the lawful owner of said goods and chattels; they are free from all encumbrances, liens, and claims whatsoever, and that there are no judgments, executions, attachments or replevins outstanding against Seller, and that no petition in bankruptcy or pursuant to any other insolvency law or regulation has been filed against Seller, and that no proceeding is pending which could affect title to the goods and chattels, that it has good right to sell the same as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all persons, and that all actions necessary to sell the same have been properly taken.

TO HAVE AND TO HOLD the same unto Buyer and its successors and assigns forever.

IN WITNESS WHEREOF, Seller has duly executed this Warranty Bill of Sale and Assignment on _____, 2022.

SALTY MARKET, LLC

DocuSigned by:
Ellery Althaus
By: _____
Ellery P. Althaus, Manager

DocuSigned by:
Claire Adams
By: _____
Claire S. Adams, Manager

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable, ss.

On this ____ day of _____ 2022, before me, the undersigned notary public, personally appeared Ellery P. Althaus and Claire S. Adams, Managers as aforesaid and not individually, known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of said limited liability company.

Notary Public
My commission expires:



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: Chief Jamie Calise, Truro Police Department
 From: Nicole Tudor, Executive Assistant
 Date: March 1, 2022
 Re: ABCC Application for Transfer of Seasonal All Alcohol Retail Alcohol License
 Salty Market Farmstand Inc., dba Salty Market Farmstand, 2 Highland Rd
 ABCC License # 00036-PK-1292

Dear Chief Calise,

Salty Market, LLC, dba Salty Market Farmstand, Liam Luttrell Rowland, owner and manager, submitted an Alcoholic Beverages Control Commission (ABCC) application for the transfer of the seasonal all alcohol retail alcohol license for Salty Market Farmstand Inc., 2 Highland Road, from current license holder Ellery Althaus, manager and owner.

Proposed transferee:

Salty Market Farmstand, Inc. dba Salty Market Farmstand, Liam Luttrell Rowland, 25 Way 112, Wellfleet, MA 02667

I have included the ABCC application as submitted by the applicant that will be provided to the Alcoholic Beverages Control Commission upon approval of the Select Board at a duly held public hearing on March 8, 2022.

Please kindly review for purposes of approval with the Local Licensing Authority this request for a transfer of license for the off premise seasonal wine and malt retail license to ensure that the safety and well-being of the public will be protected.

Please provide any questions/comments or concerns below:

POLICE DEPARTMENT REVIEW:

Date: 3/1/2022

Signature: 

Jamie Calise
Chief of Police



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Kristen Reed Vice-Chair and Susan Areson Clerk

REQUESTED MEETING DATE: March 8, 2022

ITEM: Committee Updates-School Committee

EXPLANATION: The School Committee Chair, Kolby Blehm, will speak briefly with the Select Board Members on the board's questions.

Name of Committee/Board:

Date of Presentation:

Number of Members:

Number of Vacancies:

Accomplishments for the past 12 months:

Goals for the next 12 months:

Status of goals:

Challenges in Achieving Goals:

Support required from the Select Board/Town Manager:

SUGGESTED ACTION: Discussion only



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: March 8, 2022

ITEM: Cannabis Manufacturing Applicant Presentation

EXPLANATION: The Hatchery, a boutique marijuana cultivation and product manufacturing facility, presented a proposal to the Select Board on March 23, 2021. They requested to execute a Host Community Agreement with the Town of Truro for their proposed project at 1 Noons Heights in North Truro. To apply for licensing from the Cannabis Control Commission, a Cannabis business must first execute a Host Community Agreement (HCA) with the Municipality in which it intends to be located per MGL Chapter 94G §3. Select Board Vice-Chair Kristen Reed and Town Manager Darrin Tangeman were appointed by the Board to serve on the negotiating team for the Host Community Agreement.

With the assistance of Attorney Jonathan Silverstein of KP Law, the Host Community Agreement is prepared and is ready for the Board's approval. Attorney Silverstein will be present to answer any of the Board's questions and to provide a brief overview of the terms of the agreement.

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: *Move to approve and electronically sign the Host Community Agreement between the Town of Truro and The Hatchery.*

ATTACHMENTS:

1. Host Community Agreement

THE HATCHERY, LLC

**HOST COMMUNITY AGREEMENT FOR THE SITING OF A MARIJUANA
CULTIVATION AND PRODUCT MANUFACTURING FACILITY
IN THE TOWN OF TRURO**

This Host Community Agreement (the “**Agreement**”) is entered into this ___ day March, 2022 (the “**Effective Date**”) by and under the laws of the Town of Truro, Massachusetts, a municipal corporation duly organized under the Laws of the Commonwealth, acting through its Board of Selectmen, with a principal address of 24 Town Hall Road, Truro, MA 02666 (hereinafter the “**Town**”) and The Hatchery LLC, (hereinafter “**Licensee**”) (Town and Licensee, collectively the “**Parties**”).

RECITALS

WHEREAS, Licensee intends to locate a licensed Marijuana Cultivation and Manufacturing Facility in the Town on the property known as 1 Noon Heights, North Truro, MA 02652 (hereinafter the “**Facility**”) for the cultivation, processing, and packaging of marijuana, and the delivery of marijuana or transfer of marijuana to other marijuana establishments, but not to consumers, in accordance with G.L. c.94G and 935 CMR 500.000 et seq. (“**State Law**”), and such approvals as may be issued by the Town, and other applicable regulations, as may be amended (“**Local Law**”); and

WHEREAS, G.L. c.94G, §3(d), and the regulations issued thereunder, require that Town and Licensee execute an agreement setting forth the conditions to have the Facility within it that must include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of G.L. c.94G, §3(d), applicable to the operation of the Facility in the Town; and

NOW THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Authorization**. The Parties respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and

- b. This Agreement has been duly authorized, executed and delivered and constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms, and there is no action, suit, or proceeding pending, or, to the knowledge of either party, threatened against or affecting wither wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this Agreement.
2. **Local Permitting.** Licensee agrees that it is required to obtain all local permits required pursuant to Massachusetts Law and the Town's Bylaws and regulations. Provided the Town acts in accordance with the procedures set forth in G.L. c.44, §53G, Licensee shall be required to pay the reasonable costs of the employment by the Town's boards and/or officials of outside consultants, including without limitation, engineers, architects, scientists and attorneys required to review the application for such local permits required to operate the Facility.
3. **Community Impact.** Licensee anticipates that the Town will incur additional expenses and impacts upon the Town's road system, law enforcement, fire protection services, inspectional services and permitting services, public health services, abuse prevention efforts, and potential additional unforeseen impacts upon the Town. The Parties acknowledge and agree that the extent and scope of these costs will be inherently difficult to identify and quantify, and to document notwithstanding the provisions of G.L. c. 94G, §3. Accordingly, in order to mitigate the financial impact upon the Town and use of the Town's resources, the Licensee agrees to make payments to the Town, in the amounts and under the terms provided herein.
4. **Host Community Payments.**
 - a. **Community Impact Payments.** In the event that Licensee obtains a final license, or any other such license/or approval as may be required under State Law, for the operation of the Facility in the Town from the Massachusetts Cannabis Control Commission ("CCC"), and receives all required approvals from the Town to operate the Facility, then Licensee agrees to make quarterly community impact payments to the Town in an amount equal to three percent (3.00%) of the Gross Sales Price of all marijuana and marijuana-infused products cultivated and/or manufactured or processed at the Facility (the "**Community Impact Payment**"). For purposes of calculation under this paragraph, the term "Gross Sales" shall mean the grand total of all sales transactions from the Facility without any deductions included in the figure. This definition shall include but not be limited to sales of marijuana, marijuana infused products or derivatives, marijuana accessories, and any other products that facilitate the use of marijuana, such as vaporizers, and as further defined in G.L. c.94G, §1 or 105 CMR 725.004, and any other merchandise or product sold by the Licensee or any affiliated entity, cultivated, processed or sold from or

through the Facility ("Goods"). The term "Gross Internal Sales" as used in this Agreement shall mean all Gross Sales occurring through transfers of Goods cultivated or processed at the Facility to a Medical Marijuana Treatment Center (RMD), Marijuana Retailer, or other facility wholly or partly owned by the Company or other related entity at less than fair market value, and such Sales shall be valued at the price paid when such Goods are sold at arms length to any Qualified Patient or retail customer. The initial Community Impact Payment shall be due 30 days after the 90th day following the first sale of harvested cannabis the "**Initial Payment**"), and each subsequent payment shall be due on the same day of each quarter thereafter.

- b. **Community Benefit Payments.** In or within thirty (30) days after the 90th day following the first sale of harvested cannabis, the Licensee shall make an initial contribution to the Town in the amount of Thirty Thousand Dollars (\$30,000), representing the approximate cost of designing and installing eighteen landscaped islands along Route 6 in the vicinity of the Facility ("**Initial Community Benefit Payment**"). During the Term hereof, the Licensee shall pay to the Town the sum of Ten Thousand Dollars (\$10,000) per year, which amount shall increase at the rate of two and one half percent (2 1/2 %) per year ("**Annual Community Benefit Payment**"). The Town intends to request that Town Meeting appropriate the Annual Community Benefit Payment for the purposes of funding beach cleanup events and maintenance of the landscaped islands funded through the Initial Community Benefit Payment.
 - i. The Parties agree that the Initial Community Benefit Payments shall be applied toward the design and installing eighteen landscaped islands along Route 6 in the vicinity of the Facility including signage denoting that such landscape islands were funded by the Licensee or its Owners the exact specifications of which shall be proposed by the Licensee and approved by a majority vote of the Select Board.
 - ii. If the Town does not proceed with the design and/or construction of such landscape islands within twelve (12) months of the initial contribution, a) the Annual Community Benefit Payment shall not be due, b) the Initial Community Benefit Payment shall be applied toward any Community Impact Payment due then or in the future per section 4a of this agreement, and c) the Licensee shall use at least a portion of the funds that would have been applied to The Annual Community Benefit Payment to defray the costs of beach cleanup events that shall be organized entirely by the Licensee.
- c. **Timely Payment.** Licensee acknowledges that time is of the essence with respect to performance of its obligations under each and every paragraph of this Agreement and that late payments shall be subject to interest at the rates prescribed by G.L. c. 59, §57, provided that no interest shall be due if such default is cured

within ten (10) days following written notice of default. If Licensee fails to cure such default within said ten (10) days following written notice thereof, interest shall be due from the date of the original default. These payments or benefits shall be made payable to the Town at the direction of the Town Manager. Licensee further acknowledges that all payments due the Town hereunder shall constitute “municipal charges” pursuant to G.L. c.44, §§57 and 58.

- d. **Application of Payments.** The Licensee acknowledges and agrees that the Town is under no obligation to use the Impact Fee and Community Development Payments made herein in any particular manner, except as outlined in section 4a and 4.b of this agreement, and that such funding is subject to the provisions of state law, including without limitation, G.L. c.44, §53.
5. **Annual Filing.** Licensee shall notify the Town when it commences cultivation at the Facility and shall submit quarterly financial statements to the Town, which shall include certification of itemized gross sales, and all other information required to ascertain compliance with the terms of this Agreement. The Licensee shall provide the Town access to its financial records and copies of its financial filings to the CCC, documenting gross revenues. Such financial records shall include, without limitation, an accounting of all transfers to related entities of cannabis products cultivated and/or produced at the Facility, the prices actually paid by such related entities and the prices utilized by Licensee to calculate the Community Impact Fees for such transfers.

The Licensee shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the Commonwealth of Massachusetts. All records shall be retained for a period of at least seven (7) years.

6. **Term and Termination.** The term of this Agreement shall be for five (5) years from the date the Town receives the first Community Impact Payment (“Term”). All payments required hereunder shall remain in effect for the duration of the Term. One year prior to the expiration of the Term, the parties shall meet in good faith to negotiate a new Host Community Agreement, which shall include a Community Development Payment and an Community Benefit Fee. It shall be presumed that the new MCF Community Impact Fee will be 3.00% of the gross sales of marijuana and marijuana-infused products, and the burden shall be on the Licensee to demonstrate that the new Community Impact Fee should be a lower percentage of such gross sales. If the parties fail to enter into a new Host Community Agreement prior to the expiration of the Term, this Agreement shall expire, and the Town’s support for the Facility shall be deemed to have terminated. Upon voluntary or involuntary permanent termination of the use, and upon delivery to the Town of written notice of such termination, payments or benefits shall immediately cease; provided, however, that Licensee shall, within seven (7) days of such notice, pay to the Town the payments required under paragraph 4 hereof, prorated based upon the number of days that elapsed from the immediately prior payment date to the date of such termination of use and the amount of gross sales during such period

7. **Acknowledgements.** The Town understands and acknowledges that Payments due pursuant to this Agreement are contingent upon the Licensee's receipt of all state and local approvals to operate a MCF at the Facility. The Licensee acknowledges that the Town's support for the Facility is contingent upon the Payments due pursuant to this Agreement.

8. **Local Property Taxes.** At all times during the Term of this Agreement, property, both real and personal, owned or operated by Licensee shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Licensee or by its landlord, and neither Licensee nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by Licensee is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if Licensee is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then Licensee shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payments made by Licensee under Section 4 of this Agreement.

9. **Community Support and Additional Obligations.**
 - a. Local Vendors – To the extent consistent with federal, state, and municipal laws and regulations, Licensee shall use best efforts in a legal and non-discriminatory manner to give priority to qualified Truro businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, furnishing, maintenance, and continued operation of the Facility.
 - b. Employment/Salaries – Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Licensee shall use best efforts in a legal and non-discriminatory manner to give priority to hire qualified Truro residents as employees of the Facility.
 - d. The Licensee shall, at least annually, provide the Town with copies of all reports submitted to the CCC regarding Licensee's operations at the Facility.
 - e. The Licensee will work cooperatively with all necessary municipal departments, boards, commissions, and agencies ensure that Licensee's operations are compliant with all of the Town's codes, rules, and regulations.

10. **Application Support.** The Town agrees to submit to the CCC all documentation and information required by the CCC from the Town for the Licensee to obtain approval to operate a MCF. This Agreement does not prevent the Town from withdrawing its support of the Facility or request that the CCC revoke any license(s) or approval issued for the

Facility, including by the CCC, upon expiration of the Term, if the parties have not entered into a new Host Community Agreement.

This Agreement does not affect, limit, or control the authority of the Town's boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for a MCF to operate in the Town, or to refrain from enforcement action against the Licensee and/or the Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

11. **Security.** Licensee shall maintain security at the Facility in accordance with a security plan presented to the Town and approved by the CCC. In addition, Licensee shall at all times comply with State Law and Local Law regarding security of the Facility. Such compliance shall include, but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations; and requiring Licensee's agents to produce their Program ID Card to law enforcement upon request.

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, the Licensee shall work with the Town's Police Department in determining the placement of exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the facility is located.

Licensee agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, randomized delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Licensee shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion in compliance with 935 CMR 500. Such plan to be in place prior to the commencement of operations at the Facility. Such plan shall include, but is not limited to, (i) training Licensee employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Licensee employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.

12. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of law thereof.
13. **Amendments/Waiver.** Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment.

14. **Severability**. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby, unless the Town would be substantially or materially prejudiced. Elimination or reduction of any payment required hereunder shall constitute substantial or material prejudice to the Town. If any term or condition deemed unlawful concerns the right of the Town to the payment and use of any part of the Annual Payments, the parties agree that such part of the Annual Payments paid and to be paid to the Town hereunder shall constitute a grant or donation for the purposes set forth herein, and shall be held and used accordingly. Further, the Licensee agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and, the Licensee shall pay for all reasonable fees and costs incurred by the Town in defending and enforcing this Agreement.
15. **Successors/Assigns**. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Town shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Licensee, which shall not be unreasonably delayed, conditioned, or withheld. The Licensee shall not assign, sublet or otherwise transfer any interest, its rights nor delegate its obligations under this Agreement (other than to its affiliates) without the prior written consent of the Town, which shall not be unreasonably delayed, conditioned, or withheld.
16. **Force Majeure**. If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the Parties shall instead negotiate in good faith with respect to appropriate modifications of the terms hereof. For purposes of this Agreement, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquakes, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials, or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of any governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.
17. **Attorney's Fees**. Licensee shall reimburse the Town for reasonable attorney fees incurred by the Town in conjunction with the Facility, except as a result of the willful or intentional misconduct of the Town, including in connection with the negotiation of this Agreement. Such reimbursement shall be made within fourteen days after written request by the Town.
18. **Indemnification**. The Licensee shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, and/or proceedings, including resultant costs and attorney's fees, except as a result of the willful or intentional misconduct of the Town (collectively, the "Claims"), brought against the Town, its agents, departments, officials, employees, and/or successors,

by any third party arising from or relating to the Facility or the Agreement. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and consultants of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Licensee agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

19. **Entire Agreement**. This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.
20. **Notices**. Except as otherwise provided herein, any notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following address:

To the Town:

Town of Truro
Town Manager
24 Town Hall Road
Truro, MA 02666

To the Licensee:

The Hatchery, LLC
10 Main Street
Wellfleet, MA 02667

21. **Third-Parties**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Licensee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

**TOWN OF TRURO
BY ITS SELECT BOARD**

THE HATCHERY, LLC

Robert Weinstein, Chair

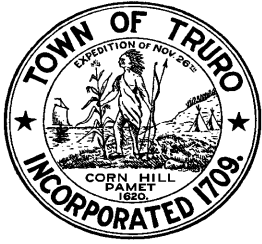
Name:
Title:

Kristen Reed, Vice-Chair

Stephanie Rein, Member

Susan Areson, Member

John Dundas, Member



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager, and Trudi Brazil, Town Accountant

REQUESTED MEETING DATE: March 8, 2022

ITEM: Fiscal Year 2023 Budget Presentation

EXPLANATION: The proposed Fiscal Year 2023 Budget will be presented to the Select Board, as will an overview of related financial articles. Some financial articles that are finalized and have been reviewed by Town Counsel are included for vote in a subsequent agenda item. Town Manager Tangeman and Town Accountant Trudi Brazil will present the FY2023 Proposed Budget that was refined based on conversations during the Budget Task Force process and with support from Finance Director Lessin, Assistant Town Manager Clark, Superintendent Costigan, Business Manager Harper and department heads.

Costs of energy, fuel, services, supplies, and wages are rising well beyond the 2.5% levy limit, and after an initial \$800,000 deficit, staff worked hard to produce an expenditure budget that will not require a general override. The only override requested is a specific override for the Fire and Rescue Department.

FINANCIAL SOURCE (IF APPLICABLE): See FY2023 Recapitulation

SUGGESTED ACTION: Discussion only. Votes to recommend will occur at a subsequent meeting.

ATTACHMENTS:

1. FY2023 Simple Budget
2. FY2023 Simple Recapitulation

DEPARTMENT

Agenda Item: 6B1

NAME	2022 Adopted Budgeted	2023 Proposed	\$ Difference	Category	Total '22 Adopted	Total '23 Proposed	\$ Variance	% Variance
Transfers to Other Funds								
Moderator	295.00	295.00	0					
Board of Selectmen	108,295.00	117,695.00	9,400					
Town Manager	553,214.00	593,865.00	40,651					
Finance Committee	500.00	500.00	0					
Reserve Fund	225,000.00	100,000.00	(125,000)					
Operating Capital Account (CIP)	594,900.00	500,700.00	(94,200)					
Accounting	179,653.00	189,226.61	9,574					
Assessing	224,111.00	226,641.00	2,530					
Finance Director: Treasurer/Collector	405,676.00	331,145.00	(74,531)					
Legal Counsel	162,536.00	162,536.00	0					
Pending Salary/Wage Adjustments/ Buy-outs/Vac_Sick Leave	179,700.00	373,262.00	193,562					
COLA	72,475.00	135,821.52	63,347					
IT	354,015.00	367,065.75	13,051					
Town Clerk	0.00	120,582.00	120,582					
Elections / Registrars	14,725.00	18,444.00	3,719					
Cable TV and Internet Advisory Committee	89,380.00	101,000.00	11,620					
Planning Department	141,450.00	143,078.77	1,629					
Zoning Board of Appeals	3,075.00	1,200.00	(1,875)					
Town Hall Operations	74,550.00	79,550.00	5,000					
Annual Town Report/ATM Warrant printing	9,000.00	9,000.00	0					
Town Energy Committee	1,000.00	0.00	(1,000)	Included in SB Board / Committee Support				
Allocated Communications Account	29,600.00	29,600.00	0					
Allocated Energy Account	168,663.00	159,225.00	(9,438)					
Municipal Postage	14,000.00	14,400.00	400	General Government	3,605,813	3,774,833	169,019.65	4.69%
Police	2,250,007.00	2,254,985.00	4,978					
Parking Magistrate	5,520.00	5,520.00	0					
Fire / Rescue / EMS	1,161,489.00	1,230,299.00	68,810					
Lower Cape Ambulance Assoc	417,150.00	436,339.00	19,189					
Cape & Islands EMS System	1,750.00	1,750.00	0					
Building / Inspections Department	115,673.51	126,552.56	10,879					
TEMA	15,000.00	17,000.00	2,000	Public Safety	3,966,590	4,072,446	105,856.05	2.67%
Public Education Budgets	5,908,031.00	5,841,833.00	(66,198)	Truro School Committee Budget	5,908,031.00	5,841,833.00	-66,198.00	-1.12%
CCRTHS Assessment	331,360.00	266,426.00	(64,934)	Cape Cod Regional Tech HS	331,360.00	266,426.00	-64,934.00	-19.60%
Public Works Highway Operations	740,924.28	829,325.00	88,401					
Snow Removal	25,000.00	25,000.00	0					
Street Lights	1,000.00	1,200.00	200					
Transfer Station	552,751.00	577,951.00	25,200					
Public Building Maintenance	420,464.04	439,026.00	18,562					
DPW Total	1,740,139.32	1,872,502.00	132,363					
Town Cemeteries	31,000.00	31,000.00	0					
Soldiers & Sailors Lots	3,000.00	3,000.00	0					
CC Greenhead Fly Control District	1,500.00	1,500.00	0	Public Works	1,775,639	1,908,002	132,362.68	7.45%
Human Service Providers	46,850.00	48,750.00	1,900					
Health & Conservation Department	382,239.00	385,460.00	3,221					
WROC	0.00	0.00	0	Included in SB Board / Committee Support				
COA / Community & Senior Services	319,707.16	343,009.00	23,302					
Veteran's Services	51,713.00	37,500.20	(14,213)					
Commission on Disabilities	200.00	0.00	(200)	Included in SB Board / Committee Support	800,709	814,719	14,010.04	1.75%

Library	448,709.00	461,965.13	13,256					
Combined Beach & Recreation Program Operations	512,099.34	524,397.00	12,298					
Bicycle & Walkways Committee	2,000.00	2,000.00	0					
Pamet Harbor Commission	325.00	0.00	(325)	Included in SB Board / Committee Support				
Pamet Harbor/Shellfish Warden Operations	146,522.00	156,114.00	9,592					
Pamet Harbor Dredge	99,179.00	99,179.00	0					
Historical Commission	175.00	0.00	(175)	Included in SB Board / Committee Support	1,209,009	1,243,655	34,645.79	2.87%
Principal on Long Term Debt	675,000.00	690,000.00	15,000					
Interest on Long Term Debt	51,150.00	36,885.00	(14,265)					
Short Term Borrowing Interest	195,413.00	208,750.00	13,337	Debt	921,563	935,635	14,072.00	1.53%
State Assessments			0					
County Retirement Assessment	1,320,555.00	1,357,966.00	37,411					
Workers Compensation	78,000.00	78,000.00	0					
Unemployment Insurance	63,500.00	63,500.00	0					
Group Health Insurance: Town Share	1,519,378.00	1,564,959.00	45,581					
Group Life Insurance: Town Share	2,150.00	2,150.00	0					
FICA: Town Share	149,533.00	154,019.00	4,486					
Municipal Liability Insurances	235,500.00	235,000.00	(500)	Employee Benefits & Insurances	3,368,616	3,455,594	86,978.00	2.58%
Grand Totals:	21,887,330.33	22,313,142.54	425,812		21,887,330	22,313,143	425,812.21	1.95%

2023 Budget Summary Recap

Expenditures

Projected Appropriation at ATM

Operating Budget	22,313,143
Expenditures Subject to Exclusion	0
Expenditures Subject to Override	355,765
CPA Articles	0
Total Appropriation - at ATM	22,668,908

Not Appropriated at ATM

Overlay for Tax Abatements	100,000
Cherry Sheet Offsets	197,357
State & County Charges	611,529
Total Other Charges	908,886
Expenditures using Other Financing Sources	244,000
Free Cash Transfers	1,879,500
Total Expenditures	25,701,294

Cap Stab: \$244,000

OPEB Trust \$400,000
 Cap Stab Fund \$100,000
 Stabilization Fud \$100,000
 Snow & Ice Removal Deficit \$65,000 ('22)
 Reserve Fund \$125,000
 Employee Bene buy-out & Signing Bonuses \$100,000
 HOM & CH Parking lot engineering \$150,000
 School Retrofits: \$100,000
 OS & Rec Plan Update: \$30,000
 Town Clerk binding project: \$39,000
 Expanded Childcare voucher program \$300,000
 ClearGov Suite Expansion \$10,500

Beach RRA \$278,900
 Harbor RRA \$88,800
 Recreation RRA \$4,300
 Con Com RRA \$5,000
 Ed/Gov Access (Comcast) \$101,000
 Cap Exp Stab Fund: \$244,000

Reappropriations:
 Energy projects funds

Revenues

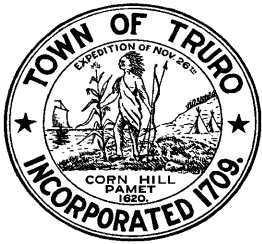
Other Funds (Not taxes)

CPA Funds (CPA Articles)	0
Free Cash	1,879,500
Local Revenues (LER)	2,300,000
Receipts Reserved / Other Available Funds	722,000
Other Local	0
State Aid	693,325
Free Cash to Mitigate Tax Rate	900,000
Total Other Revenues	6,494,825

Total Levy Limit **19,160,983**

Total Funding Available **25,655,807**

Difference Revenue to Expenditures **(45,486)**



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: March 8, 2022

- ITEM:**
- (1) Review and Possible Approval of Curb Cut for 33 Old County Road.
 - (2) Review and Possible Approval of Curb Cut for 126 Old County Road.

EXPLANATION:

- (1) A Curb Cut Application has been submitted for 33 Old County Road. This is a proposal for a new driveway to a proposed dwelling.
- (2) A Curb Cut Application has been submitted for 126 Old County Road. This is a new home build.

Curb Cut Applications for 33 Old County Road and 126 Old County Road were removed from the Consent Agenda at the February 8, 2022 Select Board Meeting for future discussion.

Public Works Director Cabral will be available to answer questions related to this agenda item.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Curb cuts will not be permitted.

SUGGESTED ACTION: (1) *Motion to approve/disapprove the curb cut for 33 Old County Road.*
(2) *Motion to approve/disapprove the curb cut for 126 Old County Road.*

ATTACHMENTS:

1. Curb Cut Application for 33 Old County Road.
2. Narrative for 33 Old County Road.

3. 33 Old County Road Curb Cut Original Plan 1.12.2022
4. 33 Old County Road Driveway Alternate
5. Curb Cut Application for 126 Old County Road.
6. 126 Old County Personal Letter
7. 126 Old County Curb Cut Narrative
8. Felco Driveway Plan and Drainage Calculations-126 Old County
9. Letter from Brian Hopkins/Augustus Construction-Drive Drainage-Site/Sewage Plan-Planting Plans for 126 Old County
10. Historical Documents for 126 Old County

EXHIBIT 1

**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: Nov 15 2021

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

TOWN 2022 JAN 12 4:30 PM
ADMINISTRATIVE OFFICE
TOWN OF TRURO

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): Ms. Emily Balskus & Mr. Andrew Haidle

Address: 23 Village Street, Somerville, MA

Phone Number: [REDACTED]

Email Address: [REDACTED]

Curb Cut Street Location: 33 Old County Road

Affected Town or State road: 33 Old County Road

Truro Assessor's Map Number: 54 Parcel Number: 121

Name of contractor: Bannon Custom Builders

Contractor Phone Number: (508) 833-0050

Contractor Email: pbannon@bannonbuilds.com

Reason/explanation: Main access to the proposed house to be built.

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

Applicant's Signature: Andrew Haidle [Signature]


Owner's Signature (if different): _____ Date: _____

Owner's Address (if different): _____

Application for a Curb Cut Permit
Page 2

HEALTH/CONSERVATION AGENT
Approved Disapproved

Director, Department of Public Works Preliminary Approval:
 Approved Disapproved Not Applicable

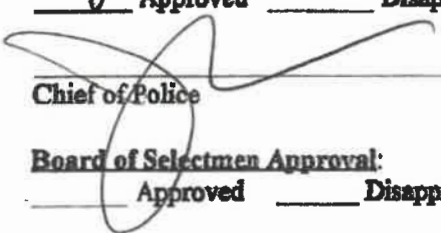

Emily Beebe



Director, Department of Public Works

Jan 12, 2022
Date

Chief of Police Approval:
 Approved Disapproved Not applicable



Chief of Police


Date

Board of Selectmen Approval:
 Approved Disapproved

Chairman, Board of Selectmen

Date

Planning Board Approval (if required):
 Approved Disapproved Not Applicable

Chairman, Planning Board

Date

Building Commissioner Approval:
 Approved Disapproved

Building Permit Number _____

Building Commissioner

Date

Mass Highway Referral (if required):
Date Forwarded _____

Signature

Director, Department of Public Works Declaration of Compliance:

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 Board of Selectmen Policy #28 - Curb Cut Policy.

Director, Department of Public Works

Date

Building Commissioner Final Approval:
 Approved Disapproved

Certificate of Occupancy _____

Building Commissioner

Date



Curb Cut Application

TO: Town of Truro

FROM: Leblanc Jones Landscape Architects

DATE: 03/08/2022

RE: Curb Cut Application

Original Design

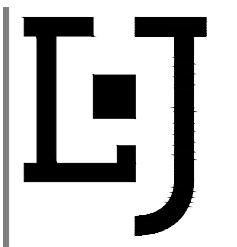
We are proposing a new driveway to the proposed dwelling at 33 Old County Road, Truro, MA. The current slope where the curb cut is proposed is roughly 15%. The design of the curb cut shows a 3% negative slope (3" over 7'-6") from Old County Road to a low point; and then a 6% positive pitch (5.5" over 7'-6") to the property line. Runoff from the proposed driveway would be directed toward the existing vegetation on the downhill side of the driveway. Additional native grasses will be planted to stabilize soil and mitigate stormwater and sediment runoff. The driveway material will be asphalt. This driveway layout works to preserve as much existing vegetation as possible while providing the least overall disturbance to the site. This option would require the removal of +/- 9 existing trees.

Alternate Design – 1

At the request of the Town of Truro, we looked at an alternate driveway layout which moves the driveway further south on Old County Road. The current slope where the curb cut is proposed is roughly 15%. This alternate design shows a similar curb cut design which shows a 3% negative slope (3" over 7'-6") from Old County Road to a low point; and then a 6% positive pitch (5.5" over 7'-6") to the property line. Runoff from the proposed driveway would be directed towards the existing vegetation on the downhill side of the driveway and additional native grasses will be planted to stabilize and mitigate stormwater & sediment runoff. This alternate design would also be asphalt. This driveway layout does create more disturbance to the existing site than the original option and cuts into the existing grove of trees along Old County Road. This option would require the removal of +/- 13 trees.

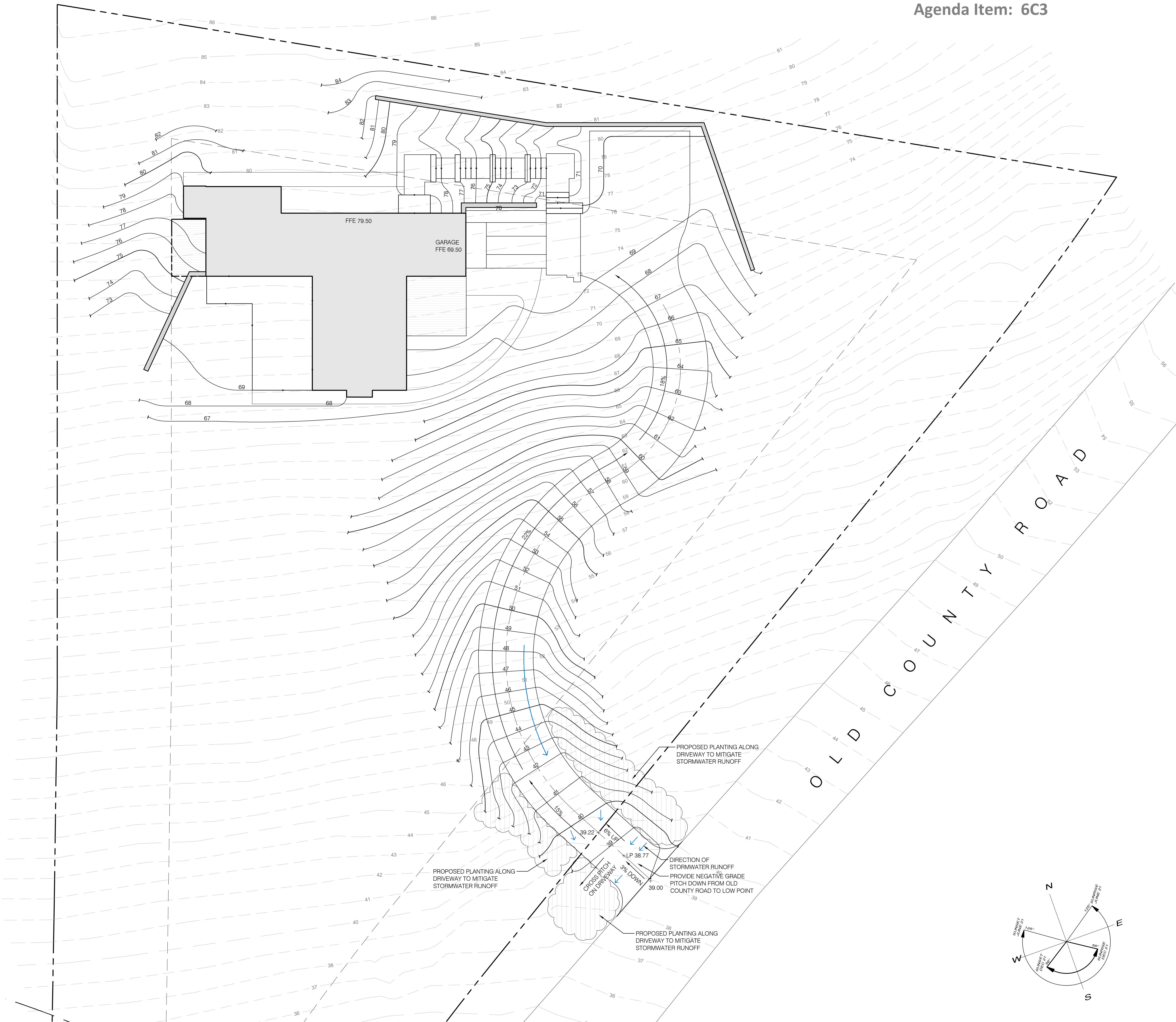
Alternate Design – 2

At the request of the Town of Truro, we looked at a second alternate driveway layout which keeps the drive in the same location as alternate 1 but keeps slope of driveway @ 10% over the first 100 feet and then jumps to 20% for the remainder. The current slope where the curb cut is proposed is roughly 15%. This alternate design shows a similar curb cut design which shows a 3% negative slope (3" over 7'6") from Old County Road to a low point; and then a 6% positive pitch (5.5" over 7'-6") to the property line. Runoff from the proposed driveway would be directed towards the existing vegetation on the downhill side of the driveway and additional native grasses will be planted to stabilize and mitigate stormwater & sediment runoff. This alternate design would also be asphalt. This driveway layout creates the most disturbance to the existing site and requires the most amount of regrading to provide a 10% slope over the 1st 100 ft. This option also cuts into the existing grove of trees along Old County Road. This option would require the removal of +/- 20 trees.



535 Albany Street No 5A
 Boston, MA 02118
 617.426.6475
 leblancjones.com

LEBLANC JONES LANDSCAPE ARCHITECTS, INC.



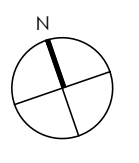
Revisions	No	Date	Description
	1	01-12-22	CURB CUT APPLICATION

33 OLD COUNTY ROAD
 TRURO, MA

Scale: 1"=10'

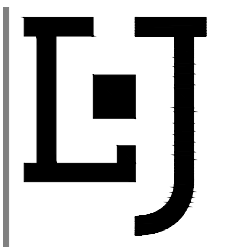
Project No: 2117

Date: 01-12-22

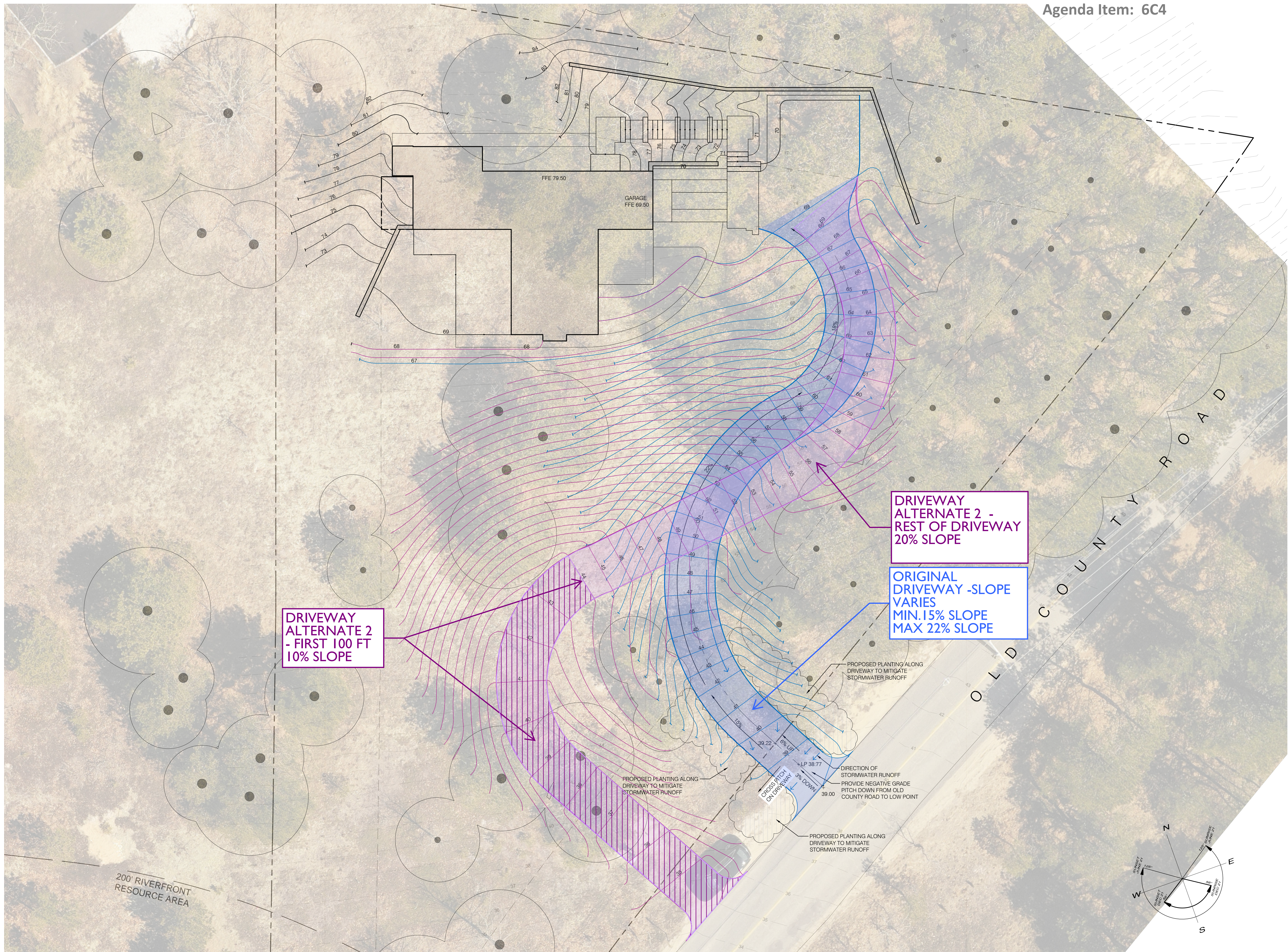


CURB CUT & DRIVEWAY PLAN

© LeBlanc Jones Landscape Architects, Inc.



535 Albany Street No 5A
 Boston, MA 02118
 617.426.6475
 leblancjones.com



DRIVEWAY ALTERNATE 2 - FIRST 100 FT 10% SLOPE

DRIVEWAY ALTERNATE 2 - REST OF DRIVEWAY 20% SLOPE

ORIGINAL DRIVEWAY -SLOPE VARIES MIN.15% SLOPE MAX 22% SLOPE

Revisions

No	Date	Description
1	01-12-22	CURB CUT APPLICATION

33 OLD COUNTY ROAD
 TRURO, MA

Scale: 1"=10'
 Project No: 2117
 Date: 01-12-22

CURB CUT & DRIVEWAY PLAN

EXHIBIT 1

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: 9/14/2021

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

RCVD 2021SEP16 09:10
ADMINISTRATIVE OFFICE
TOWN OF TRURO

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): Jonathan R Funke & Kelly Macmanus Funke

Address: 1330 5th Ave, APT 2G New York, NY 10026

Phone Number: [REDACTED]

Email Address: [REDACTED]

Curb Cut Street Location: 126 Old County Rd

Affected Town or State road: Truro

Truro Assessor's Map Number: 59 Parcel Number: 91

Name of contractor: Augustus Construction Company Inc.

Contractor Phone Number: 508-487-7177

Contractor Email: office@augustusconstruction.com

Reason/explanation: New Home Build. See attached plans.

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

Applicant's Signature: 

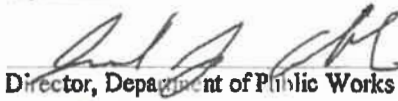
Owner's Signature (if different):  Date: 9/15/2021

Owner's Address (if different): _____

Application for a Curb Cut Permit
Page 2

Director, Department of Public Works Preliminary Approval:

Approved Disapproved Not Applicable




Director, Department of Public Works

9.16.2021
Date

Chief of Police Approval:

Approved Disapproved Not applicable



Chief of Police

9.16.2021
Date

Health and Conservation Agent:

Approved Disapproved



Health & Conservation Agent

12/16/2021
Date

Board of Selectmen Approval:

Approved Disapproved

Chairman, Board of Selectmen

Date

Planning Board Approval (if required):

Approved Disapproved Not Applicable

Chairman, Planning Board

Date

Building Commissioner Approval:

Approved Disapproved Building Permit Number _____

Building Commissioner

Date

Mass Highway Referral (if required):

Date Forwarded _____
Signature _____

Director, Department of Public Works Declaration of Compliance:

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 Board of Selectmen Policy #28 - Curb Cut Policy.

Director, Department of Public Works Date

Building Commissioner Final Approval:

Approved Disapproved Certificate of Occupancy _____

Building Commissioner

Date

March 1, 2022

Truro Select Board
c/o Robert Weinstein, Chair
24 Town Hall Road, P.O. Box 2030
Truro, MA 02666

Chair Weinstein, Vice Chair Reed, and other Members of the Select Board:

Thank you for the opportunity to help communicate the details of our Curb Cut Application for our property at 126 Old County Road, where we are trying to build a two-bedroom home on our just-under one-acre lot.

In this letter, we lay out some basic background. The accompanying Application Narrative assembles technical material to address the questions that DPW Director Jarrod Cabral sent to us. It discusses the planned location of the home and driveway, and how this design improves upon the curb cut plan that the Select Board previously approved when the property was owned by Larry Lown.

By providing these written narratives in advance to supplement our design drawings and Department-approved application, we hope our time at the March 8, 2022 Select Board meeting can focus on any remaining questions the Board may have.

History

The previous owner of the property, Larry Lown, made our purchase contingent upon "determination from the Town of Truro for a driveway curb cut to be installed at the southern-most corner of the lot as it meets Old County Road, as depicted in the preliminary FELCO plan." As a corresponding condition, we would relinquish an easement for a driveway across 120 Old County Road, which Mr. Lown still owns.

Mr. Lown had already secured all Departmental approvals for a Curb Cut Permit based in part on the FELCO topographic plan; only the Select Board approval remained. Once the Select Board unanimously approved it in November 2020, again with the topo included, we bought the land the following month.

We developed architectural plans, budgets and financing in the first half of 2021, then built the base for the construction driveway, in the area shown in the topo map in Mr. Lown's approved application.

After our surveyor and contractors roughed it out onsite, we personally drove its full length, then instructed our GC, Augustus Construction, to begin paving under our approved Curb Cut Permit.

Just as we were about to seal the driveway, execute our planting plan, and let the worksite begin to heal, DPW asked us to submit a new Curb Cut Application.

In communicating this, Mr. Cabral acknowledged the Lown plan, writing, "Yes I have that on file with a sketch depicting the topo, this application was approved." The problem was not with the topography or pitch of the driveway, but rather an inconsistency he identified between the Materials List for Mr. Lown's approved Curb Cut Permit, and the Septic Plan on file with his approved Septic Permit.

Mr. Lown's approved Septic Plan called for a fully paved driveway and a trench drain. In his Curb Cut Application, Mr. Lown had acknowledged and accepted Truro's requirement that "driveways or private road entrances or exits shall be" paved. However, he also expressed a preference "to investigate the use of gravel," and his Materials List indicated gravel, cobble apron and a catch basin for the curb cut.

We immediately complied with DPW, and paused work to address what appeared to be an ambiguity in otherwise-approved paperwork. To our astonishment, the patient has been on the table, exposed with all the ugly scarring you'd expect in a project frozen in mid-construction, since last July.

I know this delay has tried the patience of many residents and this Board. It has tried ours as well.

Our Work Since Then

The good news is that the review process in the meantime has been extensive and productive.

First of all, our Materials List now aligns with Mr. Lown's approved Septic Plan. Every aspect of our application, without ambiguity, complies with the Town's requirement that not only the curb cut itself, but also the full length of the driveway be paved, not covered with loose gravel. We will likewise use a trench drain, which offers superior stormwater management than a cobble apron and catch basin.

A number of other changes have also made our plan safer and more conscientious than the one that you previously approved. It has again earned the endorsements of the Town's departmental experts.

We thank the Cons Comm and Conservation Agent, DPW and its Director, and the Police and Fire Chiefs. Indeed, much of the attached Presentation summarizes information that was professionally vetted at the department and commission level.

Chief Collins is not officially part of the current curb cut process. So I appreciate him conveying to us, through Mr. Cabral, his strong request for a heated driveway. We have already solicited bids for this feature. We recognize it is not a luxury, but a safety priority.

The Driveway

Before you consider the details in the Application Narrative, let us say two things about the driveway.

First, we respectfully disagree with the Town's Land Use Counsel's position that roadway tables for Subdivisions somehow apply to driveway projects on approval-not-required (ANR) lots, a position that we heard expressed for the first time at the Select Board meeting on Feb. 8.

You have or will have soon under separate cover an opinion from Rubin & Rudman LLP stating our legal concerns. We do not wish to dwell on these here. We want only for our driveway to be as good as we can make it, and when we are ready, to proceed to file for our Building Permit in the proper sequence.

Second, you have not only our stamped site plan, but our stamped formal grading plan for the driveway. We commissioned it from scratch to comply with the negative grade requirement as soon as we were instructed by DPW to do so. We took this opportunity to improve on the current construction driveway in other respects as well.

This carefully engineered plan is the heart of our current application. It represents the safest and least disruptive position, path and pitch for the driveway.

It is limited to the part of the site that's already impacted, right where it has been since Mr. Lown's initial approved topo map in 2020, as well as in his approved Septic Plan.


It will be executed by a GC and subcontractors with long track records of delivering projects that safely meet a variety of site-specific challenges on private properties in Truro and across the Outer Cape.

And while the basic topography of the site has not changed since you approved Mr. Lown's plan, we have incorporated numerous mitigation measures that his application did not contemplate.

In fact, we suspect our mitigations go beyond anything this Board has ever reviewed for a Curb Cut Application to serve a two-bedroom home on an ANR lot—particularly for a curb cut that has already been vetted, Department endorsed, and already largely built under a previously issued valid permit.

We thank you for your attention, and look forward to our appearance before you on March 8.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jonathan Funke".

Jonathan Funke

A handwritten signature in blue ink, appearing to read "Kelly Macmanus Funke".

Kelly Macmanus Funke

SATISFACTION OF REQUIREMENTS

The Curb Cut Policy, Policy Memorandum #28, requires:

“All curb cuts shall be located and constructed in such a manner so as to preclude:

a. Damage to the Town or State road either at the time of construction or in the future;”

We will accomplish this through customary best construction practices, as well as utilization of a stamped, detailed engineered driveway plan, and create a 17.5’ negative slope area, as approved by DPW.

“b. Drainage from private property onto the Town or State road;”

We will accomplish this through the 17.5’ negative slope area; a trench drain and 5-chamber leaching system; and a slope stabilization and planting plan, all as approved by DPW, the Truro Health Agent, Truro Conservation Agent, and/or Truro Conservation Commission as applicable. Owners also intend to consider measures such as stone trench drain, step-swales etc. as may prove promising and feasible onsite, in consultation with the DPW Director and Conservation Agent under their ordinary field discretion.

“c. Introduction of sand, soils, or other materials onto the Town or State road; and”

This will be accomplished through the same methods indicated above, as well as by a paved driveway and curb cut surface, as required “to prevent erosion” in Exhibit 2 of the Curb Cut Policy.

“d. Any other potential hazard to public safety as may be identified by the Director of the Department of Public Works and/or the Chief of Police.”

The DPW Director and Chief of Police have visited the property and approved our application. In addition, we have addressed concerns expressed by the Fire Chief and DPW Director about access during or after snow emergencies by providing for a heated driveway surface, in addition to the paved surface.

“All curb cuts will comply with the Town of Truro construction requirements, as noted on the attached information sheet and shown as Exhibit 2;”

We have complied with Exhibit 2 requirements, including plans drawn to scale of 40’ = 1”; a list of all materials to be part of any construction within the Town or State layout; location of driveway “to the best advantage with regard to the road alignment, profile, sight distance conditions, road safety, and so forth”; single curb cut per property; and paving requirement (“hot mixed and bermed,” etc.). Our plan is drawn to comply with the radius requirement, subject to such customary minor adjustment as may be needed by the Estimator onsite.

“the design standards shown under the Rules and Regulations, Section 2.5.8;”

While the Two Year Deadline referenced here applies to public road construction within a Subdivision, not to private curb cuts on Approval Not Required (ANR) lots, it is our intention to complete construction of our curb cut within two years.

“the Mass Highway permit requirements as applicable;

Our curb cut does not require a Mass Highway permit.

“and/or as required by the Director of the Department of Public Works.”



We submitted a new Curb Cut Application at the Director's request, and our stamped regrading plan provides for the negative slope area he requested.

Exhibit 1 Departmental approvals: We have all approvals (Police, DPW and Health & Conservation).

Truro General Bylaws: Our 10' wide driveway exceeds the with the 8' minimum requirement under 1-9-13-1, and height clearance will exceed the 14' required under 1-9-13-3.

We also expect the length of the driveway to achieve 14' of "clearance of any obstacles including vegetation" referenced in 1-9-13-2. However, if the physical boundaries under actual site conditions present any limitation for any portion of the driveway length, we will in any case comply at all times with the alternative requirement of 1-9-13-4: "If boundaries do not allow full compliance with 1-9-13-1 and 1-9-13-2, then the required width shall be reduced to the full width the current physical boundaries allow."

Greater detail on our compliance is included below in our responses to the specific questions conveyed to us by DPW Director Jarrod Cabral.

RESPONSES TO QUESTIONS

1. Overall Topography and Driveway Position

We were asked to begin with a discussion of the overall topography of the site.

Below is the driveway site, looking East from Old County Road, prior to any construction:



The left side of the picture shows the steeper, more heavily vegetated terrain with steadily rising elevations as you proceed North along Old County Road toward Provincetown:



In the center, you see a more lightly vegetated, sandy area, nearer the southern property line:



This location represents the shallowest and least intrusive path for the driveway.



2. Alternative Driveway Designs

We were asked to discuss “any alternative driveway designs we considered prior to the final plan.”

Regarding the surface material, we intend to use pavement.

This respects the requirement for pavement in the Curb Cut Policy, “to prevent erosion.”

We rejected the alternative design of loose gravel. This was in part to prevent erosion, as well as to improve traction and avoid the hazard of loose stones migrating into the public roadway.

Alternatives such as three-eighths piece stone macadams, gel-embedded stone, permeable pavers, geogrid, chip-seal and similar approaches were rejected as well.

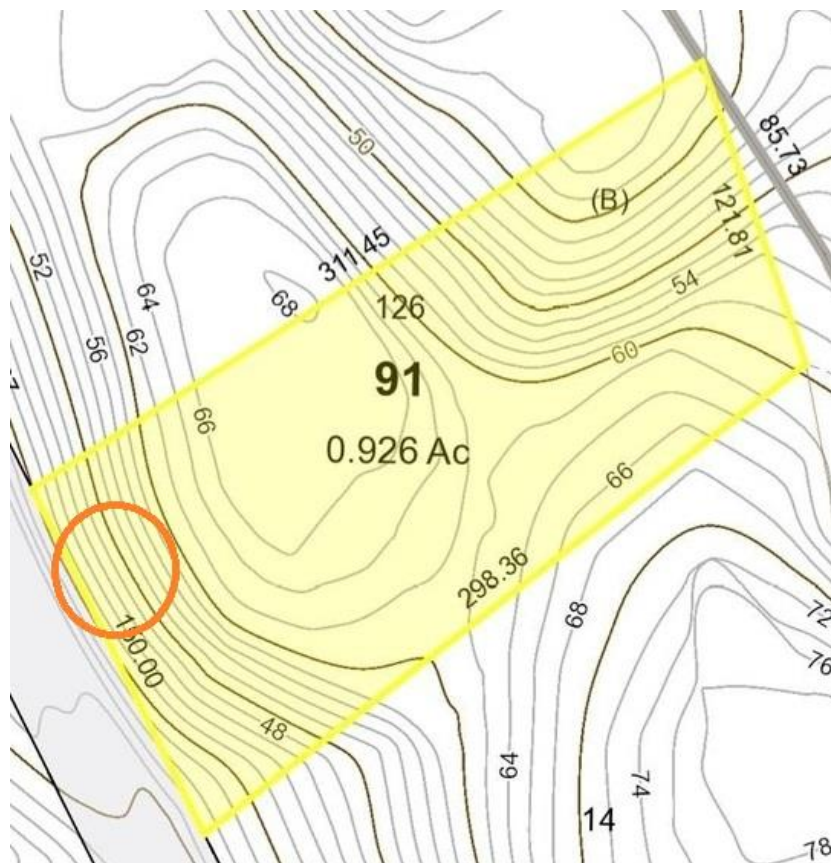
Despite their aesthetic appeal, multiple engineers/contractors report that coarse surfaces such as these can start shedding stones over a 3-5 year timeframe.

This compromises traction, creates a maintenance condition, and renders the surface impervious as particles accumulate.

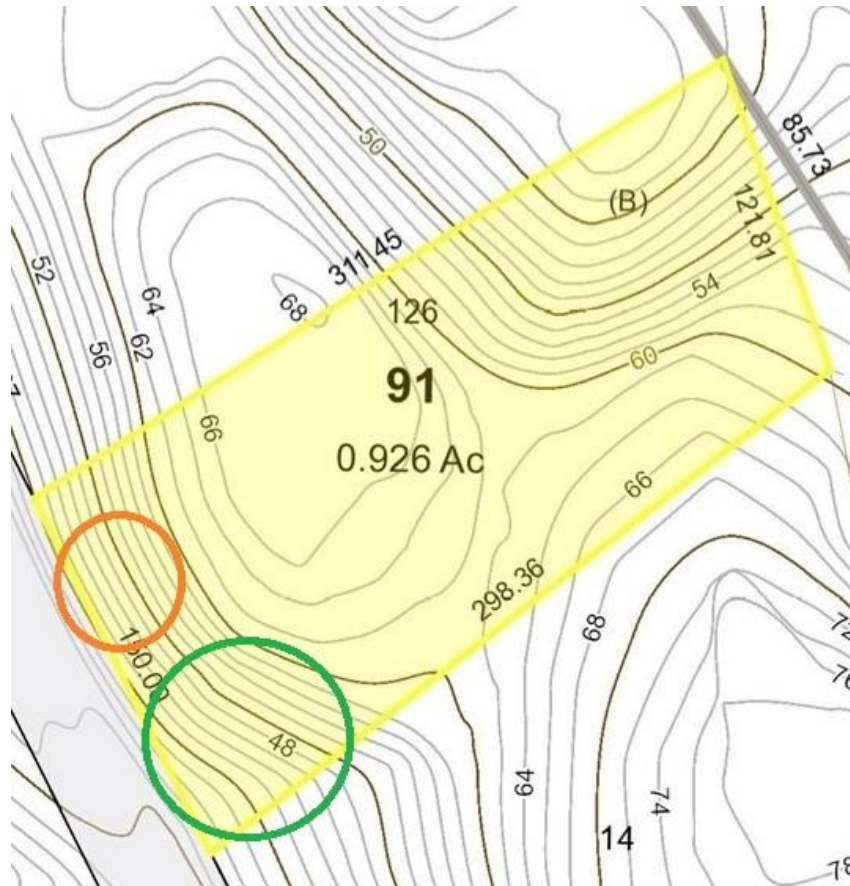
Regarding the overall position and form of the driveway, the Southerly position is optimal.

This topographical map depicts the elevations of the entire site.

The tight grouping of lines on the Left (orange circle) represents the steeper part of the site:



The less densely packed lines in the bottom corner (green circle) are where the foot of the driveway stands today:



Placing the driveway within the shallower Southerly natural grade minimizes the driveway grade.

Any alternative design placement further South is impossible due to the property line.

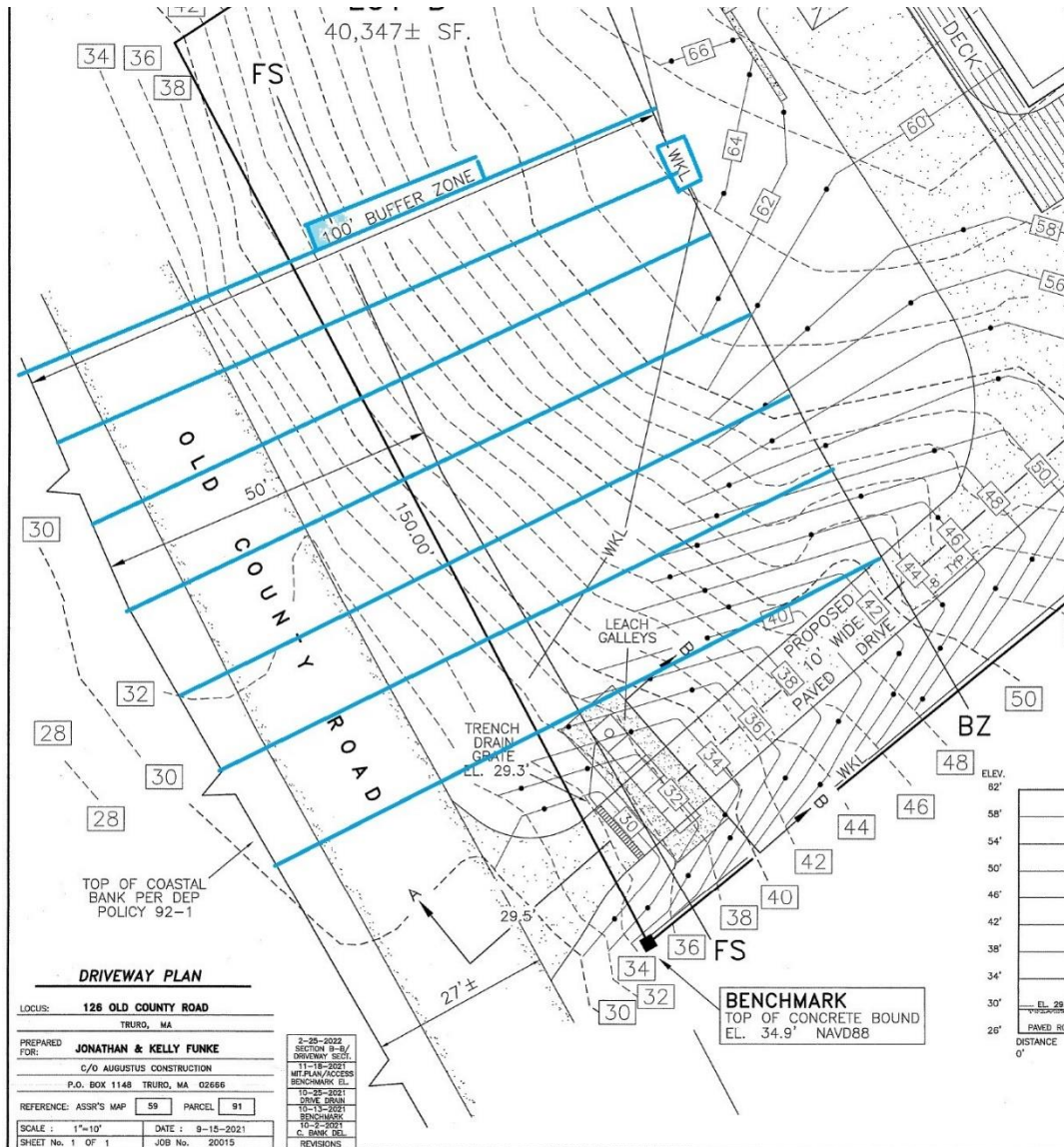
Any alternative further East would still require traversing the hill, intrude much deeper into the site, and/or require unacceptable levels of additional digging into the hillside.

Any further North and West would require a steeper ascent (the orange circle above), and extensive retaining walls disruptive to multiple trees due to the amount of displaced earth.

In particular, a “switchback” design criss-crossing the Western face would decimate the entire parcel along Old County Road, with unattractive and prohibitively expensive engineered retaining walls.



Such a design would intrude heavily into the wetlands buffer zone, which our plan protects by means of our approved Work Limit Area shown below:



It is also doubtful that we could meet radius requirements for turns, or even how much the grade could be reduced given those requirements.

To summarize: Given the site characteristics, the current position and path for the driveway--

- minimize disruption to the more heavily vegetated part of the Western face of the site;
- minimize the extent of the driveway's intrusion into the site in any direction; and
- follow the path of least resistance, along the shallower slope near the southerly line.



This position and path were therefore chosen for the application previously approved for Mr. Lown, shown in the topo below; for the current construction driveway as built last summer; and in our stamped regrading plan, with some reduction in overall grade, as well as to achieve a negative grade to the lot line.



Lown Plan—2020

3. Grade Comparison

We were asked to address “the overall maximum grade percentage increase from Old County Road; the existing grade; and the new proposed grade.”

First, the overall maximum from the Road, based on the natural topography.

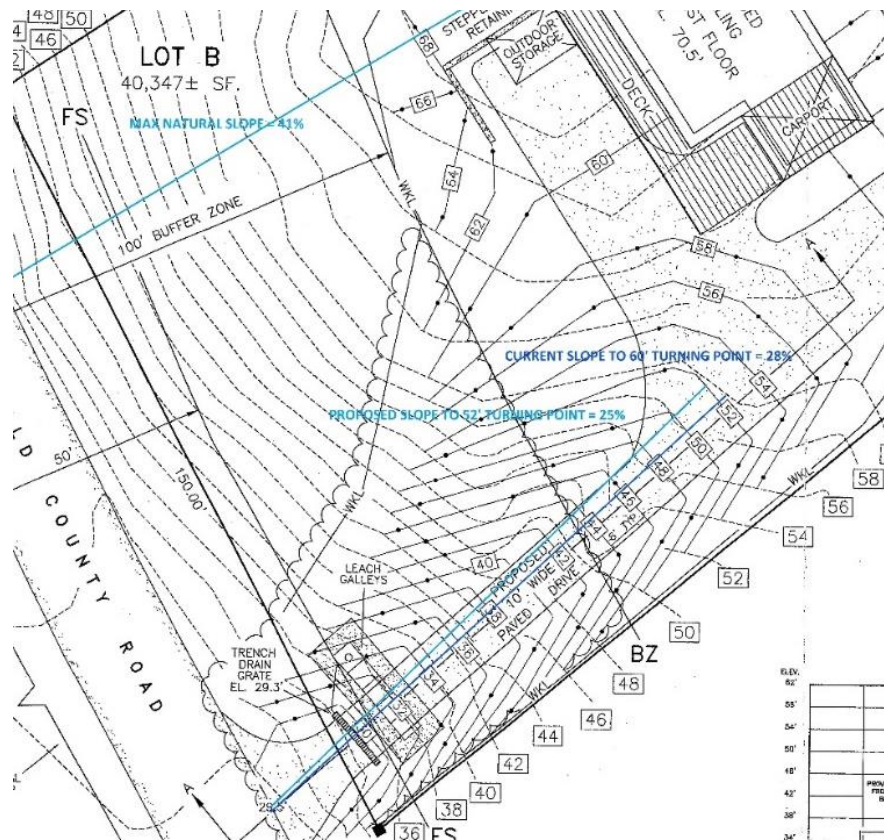
At the steepest part of the site, the natural course of the hill rises from a road elevation of 34’ to the site’s high point of 70’, over a straight-line perpendicular distance of 88’, for a raw natural slope of 41%.

Obviously that is unacceptable, and the main reason we rejected putting the driveway there.

By following the more southerly course, and turning toward the below-grade garage at 60’, we were able to achieve the 28% that you see onsite today.



In our regrading plan, the driveway will turn at the considerably lower elevation of approximately 52', which allows us to achieve a grade of 25% to the turning point, declining to 17% after that.



Funke Plan—2022

The shallower grade of the slope as you near the top of the hill, combined with the Safe Harbor plan for naturally vegetating the side slopes discussed next, make this possible.

The owners also accepted a primary arrival point and 1-car garage in the basement level, rather than at grade. This effectively reduces the climb required over the same linear distance by nearly an entire story.

4. Slope Stabilization and Planting Plan

After the driveway is complete, the majority of the surface area of the construction site you see today will be vegetated, with the exception of the standard 10' width of the paved driveway itself.

Slopes will curve naturally to rejoin the natural elevation of the site along the length of the driveway.

The image below depicts the first part of the multi-phase strategy, which was developed and is planned to be executed by Gordon Peabody at Safe Harbor Environmental Management:





This phase will focus on slope stabilization accomplished through benching, jute netting, and sock placement. In terms of vegetation, it will include a three-seed mix to rapidly create groundcover.

The second growing season will diversify the planting plan to include woody stems and plugs:



This phase will include 7 different varieties including bearberry, bear oak, yarrow and beach plum.



Protocols will include ladders on the slope. Progress will be reviewable annually by the Conservation Commission, and served by a well-based irrigation system if necessary.

The entire slope stabilization and planting plan as approved by Cons. Comm. is included in your packet.

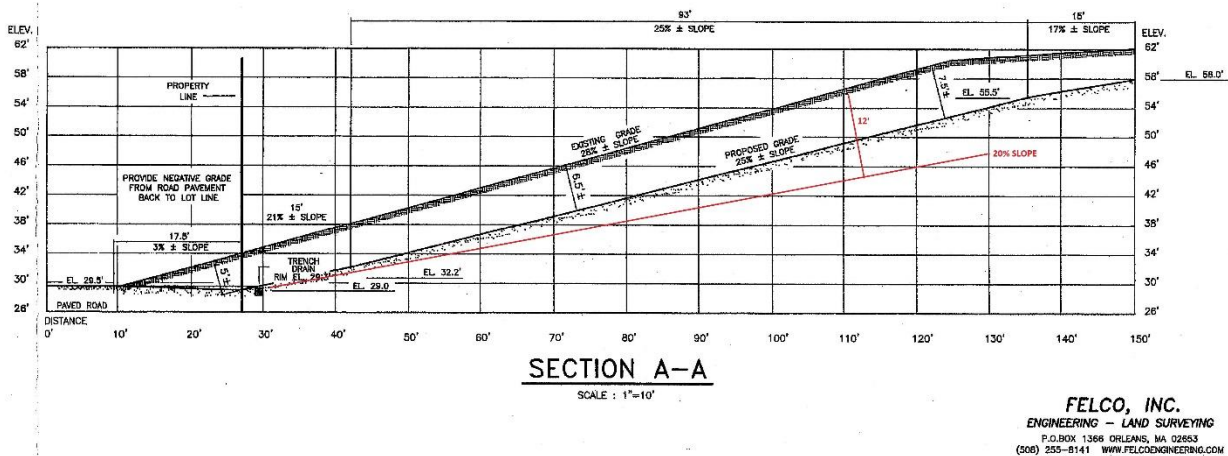
5. Reducing the Grade

We were asked why we cannot reduce the grade any further.

Our grading plan reduces the current grade of 28% to 25%, along a flat and straight course.

Digging any further would require a deeper cut in the hill, and higher side slopes, than the Town would accept, or any owner would tolerate in terms of expense, home placement and loss of natural topography.

For example, even a 20% grade would require digging at least 12' deeper as you turn toward the garage:



That represents an enormous volume of soil to be removed from the site.

For this reason, although it is theoretically possible, even a modest further reduction in grade beyond the one in our engineered plan is simply not achievable in any practical sense. An 8% or 10% grade would be even more dramatically disruptive.

Part of the limitation is the need to create room for the 17.5' of negative slope at the base.

If this were unnecessary, the entire red line could shift to the left, so that it starts at Old County Road.

The driveway could be approximately 3'-4' higher along much of its entire length, allowing a 5% reduction in grade with considerably less soil removal.

However, retaining this negative slope area is crucial both to enhance stormwater retention and for safety. It is the space needed to stop a car, look both ways, and exit safely onto Old County Road.

These benefits greatly outweigh any further modest reduction in grade, which in any case is unacceptable for the reasons outlined above. After much consideration, culminating in a carefully engineered regrading plan, 25% is therefore not a "round number," but represents the best specific grade by which to safely access the site without excessive excavation.



6. Drainage and Stormwater Management

Modeling and managing drainage from stormwater runoff as it relates to the wetland was a primary concern of the Conservation Commission. Runoff calculations were based on a severe rain of 5" per hour:

RUNOFF COEFFICIENT:

Impervious:	DA-1	AC. 0.07	Runoff Coefficient	0.9 Paved Drive
Pervious:	DA-2	AC. 0.03	Runoff Coefficient	0.6 Stone Drive
	DA-3	AC. 0.14	Runoff Coefficient	0.3 Cultivated Slope

AVERAGE RUNOFF COEFFICIENT: 0.6
TOTAL DRAINAGE AREA: 0.24 AC.

RAINFALL INTENSITY:

Distance: 200'
Slope: 25% per Rational Method (interpolated)
Design Storm: 25 years
Design Rainfall Intensity From Rainfall Intensity Graph: 3 IN./HR. USE 5 IN./HR.

FLOW RATE:

Q = CIA
Q = (0.51)(5 IN./HR.)(0.24 AC.)(7.48 GAL./CF.)(60 SEC./MIN.)
Q = 275 GAL./MIN.

LEACHING AREA REQUIREMENTS:

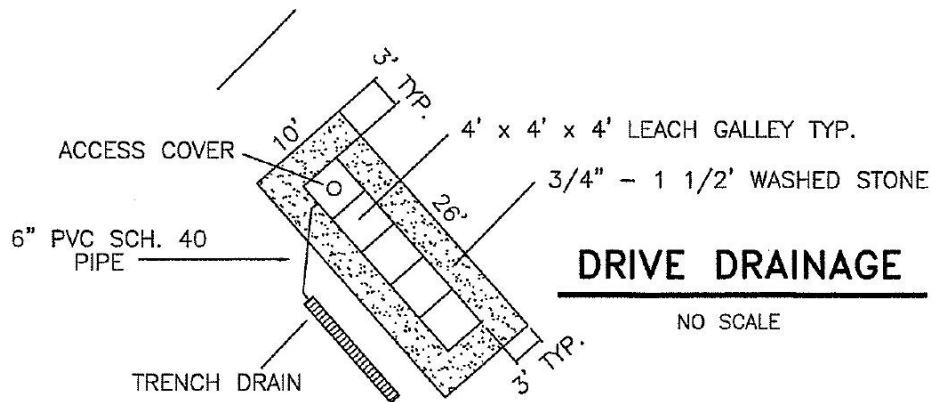
$(275 \text{ GAL./MIN.}) / (0.7 \text{ GAL./SF./MIN.}) = 393 \text{ SF. REQUIRED}$

LEACHING AREA PROVIDED:

USE (5) 4' LONG x 4' WIDE x 4' DEEP LEACH GALLEYS WITH 3' OF STONE AROUND.

SIDE AREA = 288 SF.
BOTTOM AREA = 260 SF.
548 SF. PROVIDED

Water will be captured by an owner-serviceable trench drain running the width of the driveway:



This is sufficient to contain runoff from a 25-year flood within the driveway environment, have it exit the driveway via the trench drain, then empty into a leach galley drainage system.



It is a commercial-grade system, and a significant step up from the cobble apron and catch basin in Mr. Lown’s Curb Cut Materials List. It also complements the negative-pitch area that DPW directed us to include, offering significant redundancy.

The Drainage Plan has been updated with a note to provide for an engineered stone trench. This would be purely additive to the plan already approved by DPW, Conservation Agent and Cons Comm.

It is our intention to evaluate actual conditions as construction progresses, and to consider this and other potential supplemental mitigations in the final execution of the driveway, in consultation with the DPW Director and Conservation Agent within their ordinary discretion onsite. While the engineered trench is one option, possibly supplemented by check-dam stones at regular intervals, natural alternatives such as step-swales might serve the same purpose with less disruption.

Owners will continue to explore details of the driveway execution that might improve on what has already been approved at the Departmental level, and are committed to implementing options that appear promising and feasible in the field as work progresses.

We were asked to address long-term maintenance.

First, the chambers should not require service for many years. Their capacity is substantial, with a septic-system-like design that limits the transit of sand or debris beyond the initial chamber.

Second, the service need will be evident when water starts to traverse the drain instead of diverting into it.

Finally, servicing can be performed by a single adult by picking up the 4 x 4 x 4 section grates, then shoveling out the sand or debris with a regular shovel.

Owners are happy to accept a condition that they will service the drain as soon as any stormwater begins to traverse the trench drain, as DPW crews do every day; and in any case, to inspect and service the system as needed on no less than an annual basis.

7. Comparison of Funke and Lown Plans

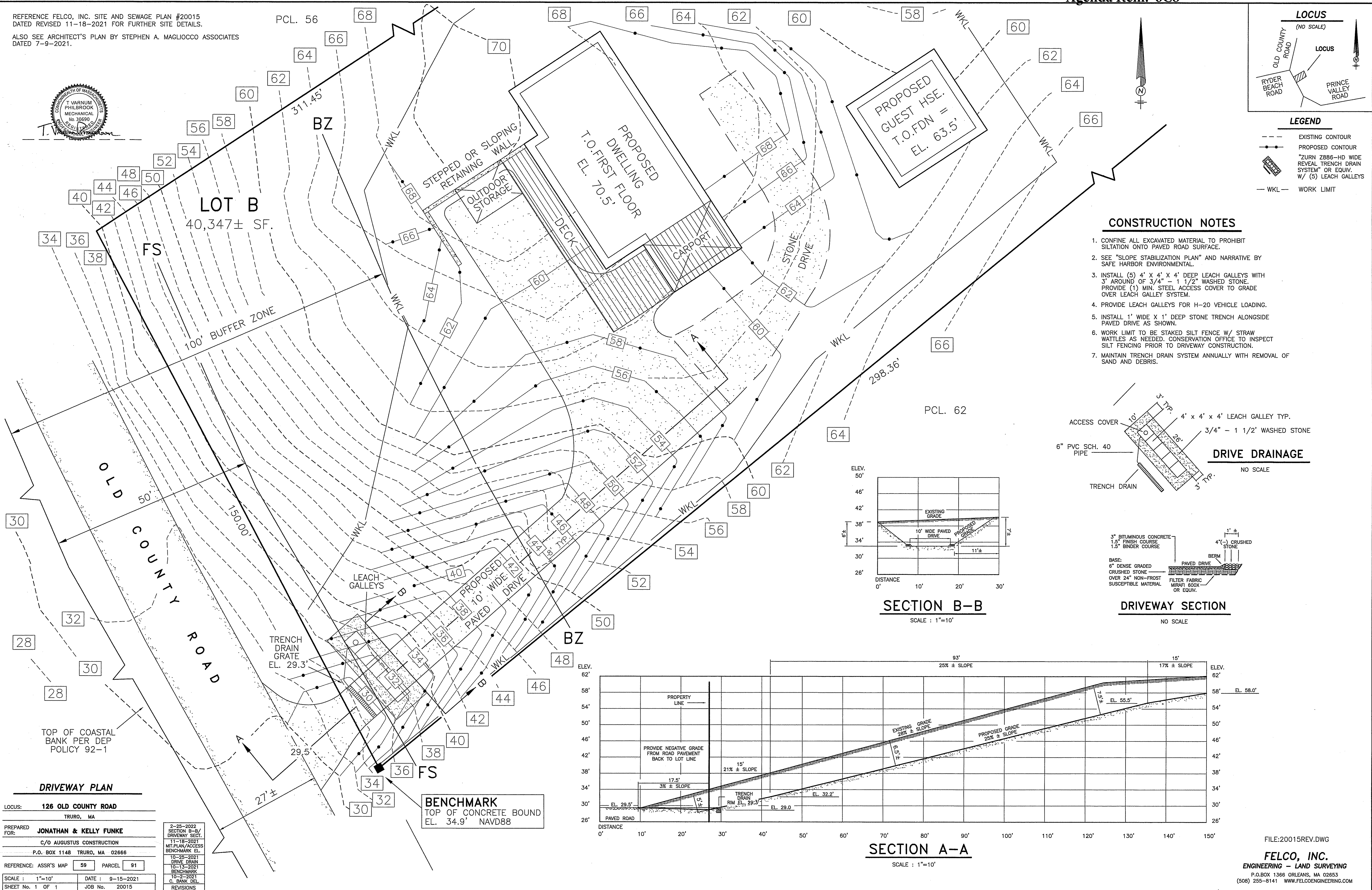
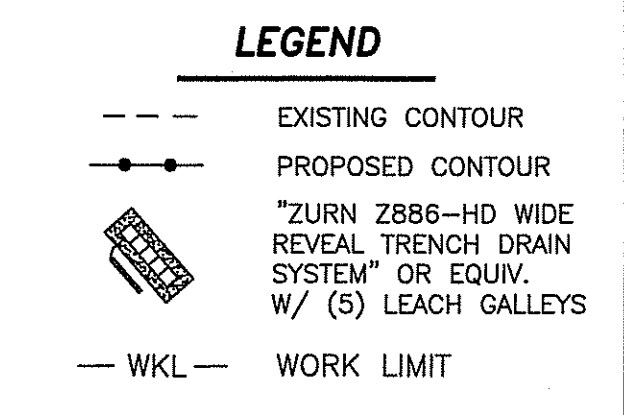
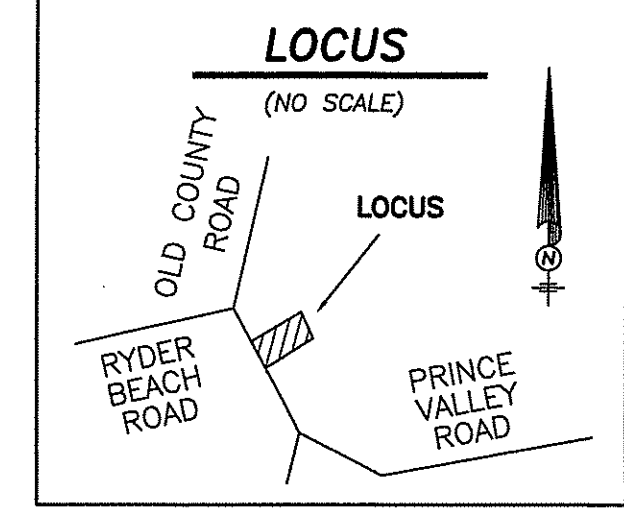
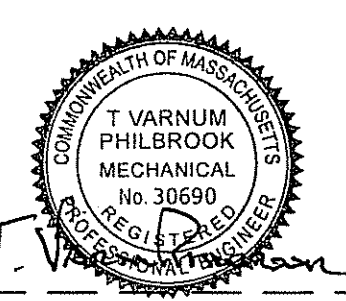
	Proposed Funke Plan	Approved Lown Plan
Regrading Plan	Stamped plan for 25% grade	None provided
Negative Pitch Area	17.5’ for safety & H2O retention	None provided
Primary Arrival Elevation	60’ (below grade)	69’ (at grade) (adjusted for consistency w/NAVD88 datum)
Primary Stormwater Management	Negative pitch area and commercial-grade trench drain with 25-year storm capacity, serviced annually by owners	Cobble apron & catch basin
Potential Additional Stormwater Mitigation Measures (to be considered in actual construction conditions in consultation w/DPW Director and Conservation Agent)	Stone trench(es), check-dams, step-swales, canting/crowning of driveway surface	None provided



Slope Stabilization & Planting Plan	2-season Safe Harbor strategy reviewable by Cons. Comm.	None provided
Driveway Material	Paved per Town requirement; heated for winter safety	Ambiguous; either paved or gravel
Curb Cut Area Material	Paved per Town requirement	Gravel/cobble

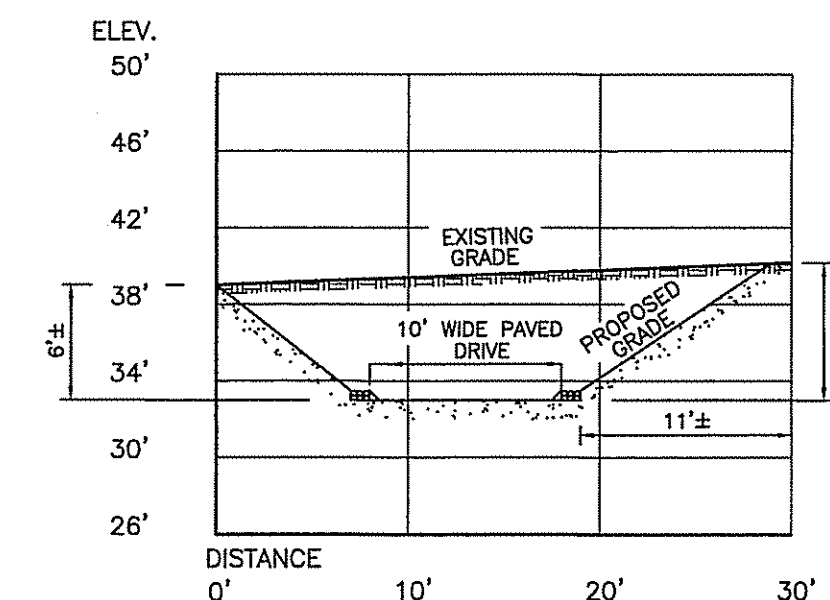
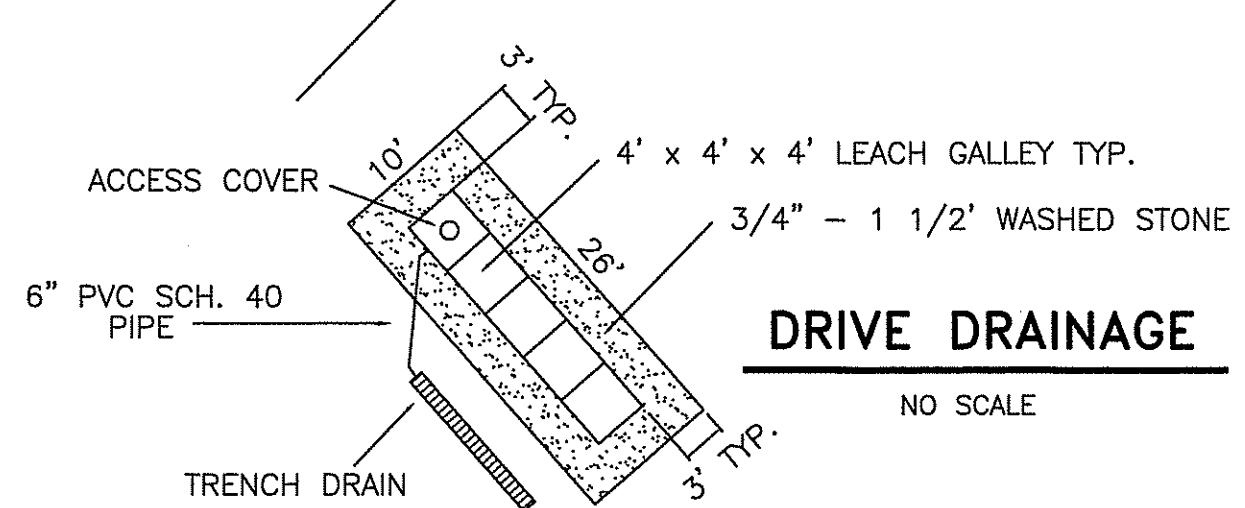


REFERENCE FELCO, INC. SITE AND SEWAGE PLAN #20015
 DATED REVISED 11-18-2021 FOR FURTHER SITE DETAILS.
 ALSO SEE ARCHITECT'S PLAN BY STEPHEN A. MAGLIOCCO ASSOCIATES
 DATED 7-9-2021.

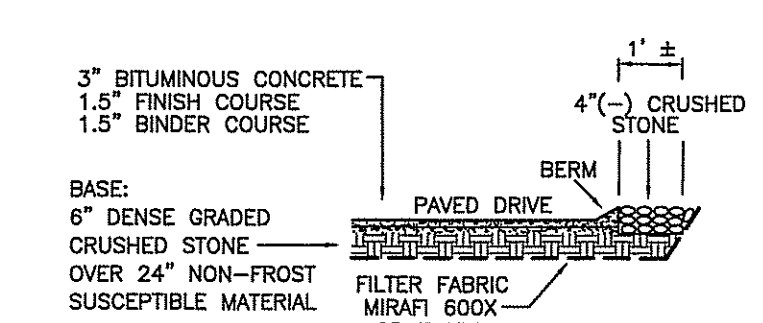


CONSTRUCTION NOTES

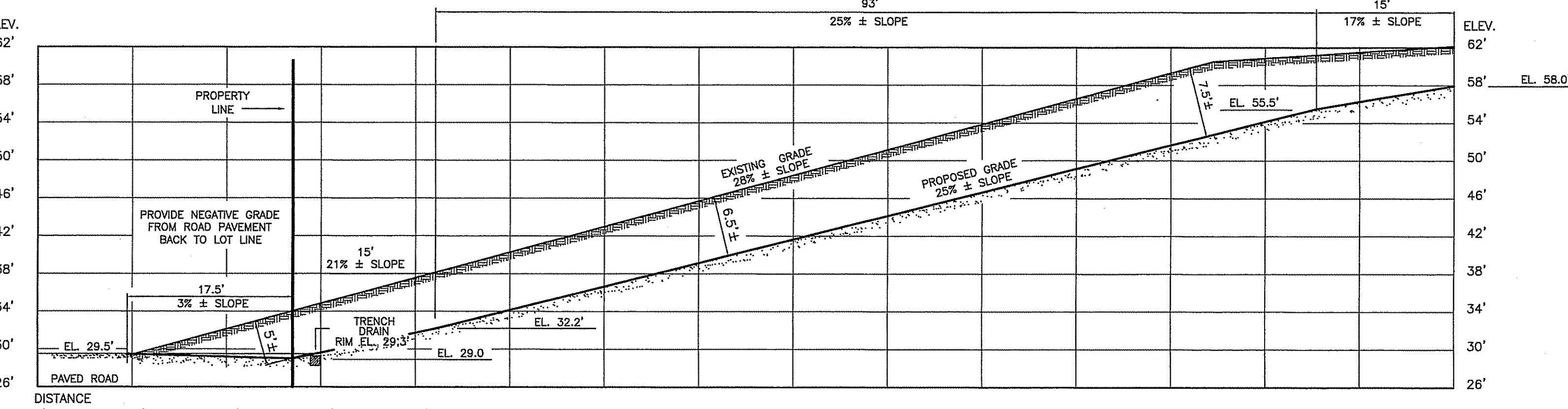
1. CONFINE ALL EXCAVATED MATERIAL TO PROHIBIT SILTATION ONTO PAVED ROAD SURFACE.
2. SEE "SLOPE STABILIZATION PLAN" AND NARRATIVE BY SAFE HARBOR ENVIRONMENTAL.
3. INSTALL (5) 4' X 4' X 4' DEEP LEACH GALLEYS WITH 3' AROUND OF 3/4" - 1 1/2" WASHED STONE. PROVIDE (1) MIN. STEEL ACCESS COVER TO GRADE OVER LEACH GALLEY SYSTEM.
4. PROVIDE LEACH GALLEYS FOR H-20 VEHICLE LOADING.
5. INSTALL 1' WIDE X 1' DEEP STONE TRENCH ALONGSIDE PAVED DRIVE AS SHOWN.
6. WORK LIMIT TO BE STAKED SILT FENCE W/ STRAW WATTLES AS NEEDED. CONSERVATION OFFICE TO INSPECT SILT FENCING PRIOR TO DRIVEWAY CONSTRUCTION.
7. MAINTAIN TRENCH DRAIN SYSTEM ANNUALLY WITH REMOVAL OF SAND AND DEBRIS.



SECTION B-B
SCALE: 1"=10'



DRIVEWAY SECTION
NO SCALE



SECTION A-A
SCALE: 1"=10'

DRIVEWAY PLAN

LOCUS: 126 OLD COUNTY ROAD
TRURO, MA

PREPARED FOR: JONATHAN & KELLY FUNKE
C/O AUGUSTUS CONSTRUCTION
P.O. BOX 1148 TRURO, MA 02666

REFERENCE: ASSR'S MAP 59 PARCEL 91

SCALE: 1"=10' DATE: 9-15-2021
SHEET No. 1 OF 1 JOB No. 20015

2-25-2022 SECTION 9-B/ DRIVEWAY SECT.
11-18-2021 MIT PLAN/ACCESS BENCHMARK EL.
10-25-2021 DRIVE DRAIN
10-13-2021 BENCHMARK
10-2-2021 C. BANK DEL REVISIONS

BENCHMARK
TOP OF CONCRETE BOUND
EL. 34.9' NAVD88

DRAINAGE CALCULATIONS

TO ACCOMPANY:

RESIDENTIAL DRIVEWAY PLAN

LOCATED AT:

126 OLD COUNTY ROAD
TRURO, MASSACHUSETTS

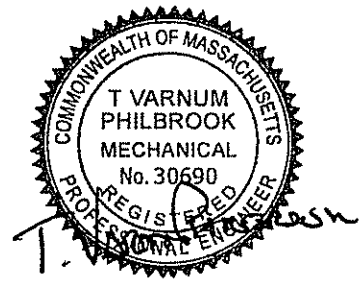
PREPARED FOR:

JONATHAN AND KELLY FUNKE
FEBRUARY 28, 2022

FELCO, INC.
ENGINEERING
LAND SURVEYING

P.O. Box 1366
Orleans, MA 02653
508-255-8141

Job #20015



RESIDENTIAL DRIVEWAY PLAN DRAINAGE SUMMARY

Prepared for Jonathan and Kelly Funke
126 Old County Road, Truro
FELCO, INC. Job #20015
February 28, 2022

DESIGN FOR 25-YEAR STORM EVENT

The drainage system specified for the proposed residential driveway has been designed in accordance with the "Rational Method" drainage design calculation.

The drainage system design for the driveway incorporates a trench drain component that empties into 5 leach galleys. This design is based on a 25-year storm and a 5-inch per hour rain event. The system also utilizes stone trenches alongside the paved drive for sideslope drainage control. The proposed paved drive with a 25% slope is the least disruptive option for the property and provides adequate control of the paved surface and existing disturbed area. The disturbed area outside the driveway has a mitigation plan prepared by Safe Harbor Environmental.

The drainage system calculations are attached for review.

DRAINAGE SYSTEM CALCULATIONS
For Residential Driveway Plan

Prepared for Jonathan and Kelly Funke
126 Old County Road, Truro
FELCO, INC. Job #20015
February 28, 2022

RUNOFF COEFFICIENT:

Impervious:	DA-1	AC. 0.07	Runoff Coefficient	0.9 Paved Drive
Pervious:	DA-2	AC. 0.03	Runoff Coefficient	0.6 Stone Drive
	DA-3	AC. 0.14	Runoff Coefficient	0.3 Cultivated Slope

AVERAGE RUNOFF COEFFICIENT: 0.6
TOTAL DRAINAGE AREA: 0.24 AC.

RAINFALL INTENSITY:

Distance: 200'
Slope: 25% per Rational Method (interpolated)
Design Storm: 25 years
Design Rainfall Intensity From Rainfall Intensity Graph: 3 IN./HR. USE 5 IN./HR.

FLOW RATE:

$Q = CIA$
 $Q = (0.51)(5 \text{ IN./HR.})(0.24 \text{ AC.})(7.48 \text{ GAL./CF.})(60 \text{ SEC./MIN.})$
 $Q = 275 \text{ GAL./MIN.}$

LEACHING AREA REQUIREMENTS:

$(275 \text{ GAL./MIN.}) / (0.7 \text{ GAL./SF./MIN.}) = 393 \text{ SF. REQUIRED}$

LEACHING AREA PROVIDED:

USE (5) 4' LONG x 4' WIDE x 4' DEEP LEACH GALLEYS WITH 3' OF STONE AROUND.

SIDE AREA = 288 SF.
BOTTOM AREA = 260 SF.
548 SF. PROVIDED

9/14/2021
Board of Selectman
Town Of Truro

Dear Board members,

Attached you will find a curb cut permit application for 126 Old County Road Truro; Engineered plan for the driveway. Additional information regarding Exhibit 2, curb cut design and construction requirements.

The engineering firm, Felco Inc. does not think the end of the driveway intrudes into the wetland buffer area.

Please let me know if there is anything else you need.

Sincerely,



Brian Hopkins
Augustus Construction Company Inc.
314 route 6 Truro MA 02666
office@augustusconstruction.com
508-487-7177

Exhibit 2 Curb Cut Design & Construction Requirements

General

1. Included
2. Not applicable

Additional requirements

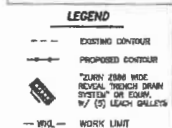
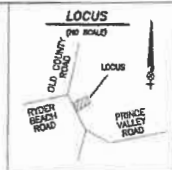
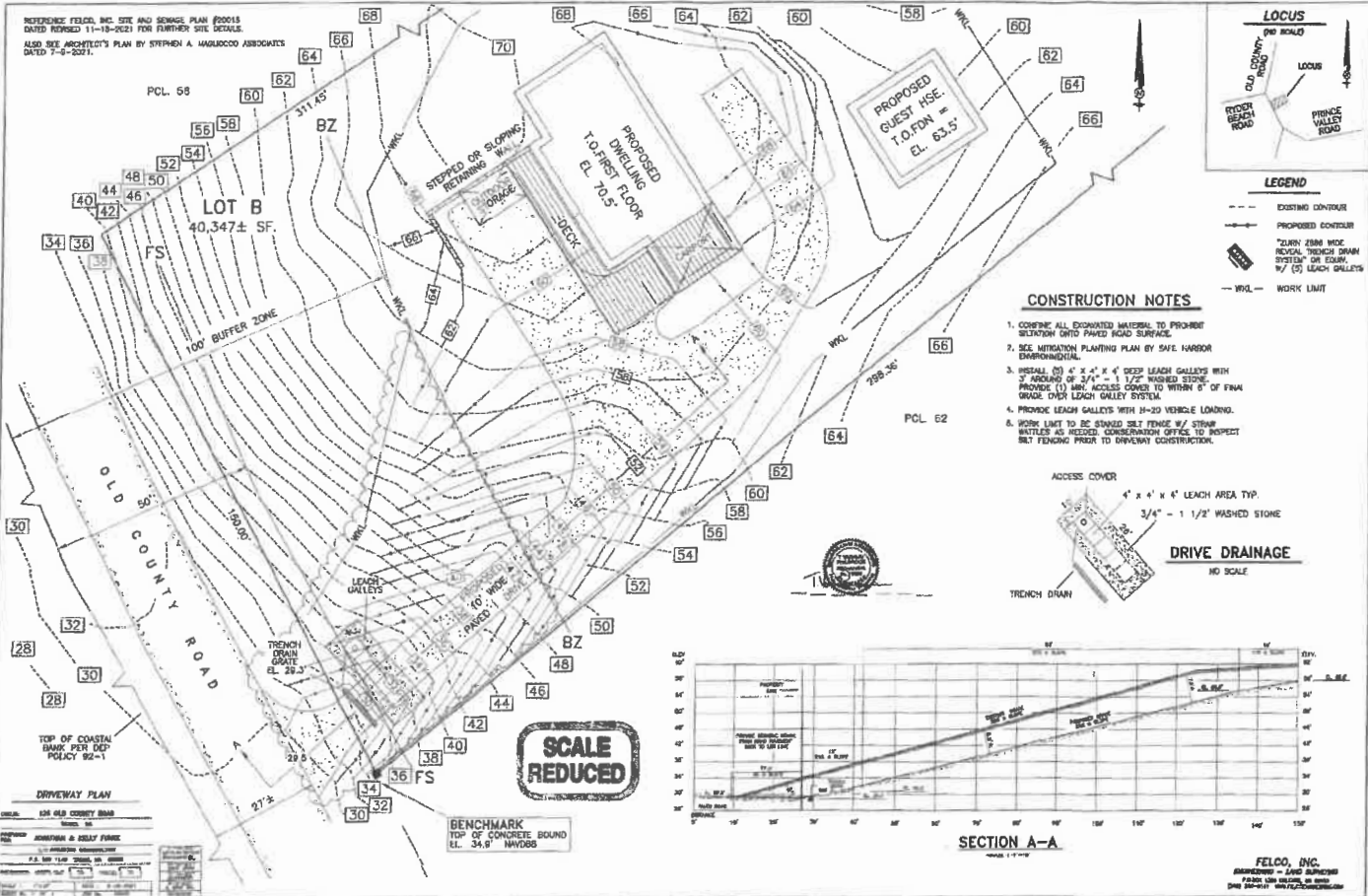
1. Included Materials List
2. Understood
3. Understood
4. Understood
5. Understood

Materials List

1. Re-claimed asphalt base
2. Paved Asphalt
3. Trench drain with deep leach galleys; manhole cover or other means will be provided to clean out the drain.

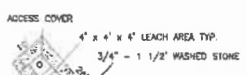
Submitted by Brian Hopkins
Augustus Construction Company Inc.
314 route 6, Truro MA 02666
508-487-7177
office@augustusconstruction.com

PROPOSED FELCO, INC. SITE AND SEWAGE PLAN (20015)
 DATED REVISED 11-18-2021 FOR FURTHER SITE DETAILS.
 ALSO SEE ARCHITECT'S PLAN BY STEPHEN A. MAGLIUCCO ASSOCIATES
 DATED 7-4-2021.



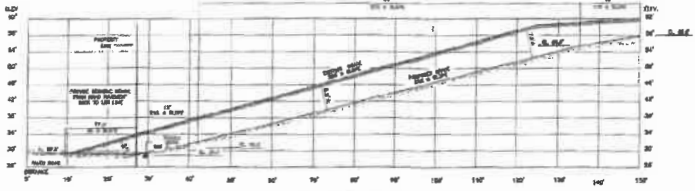
CONSTRUCTION NOTES

1. CONTAIN ALL EXCAVATED MATERIAL TO PREVENT SEDIMENT ONTO PAVED ROAD SURFACE.
2. SEE MITIGATION PLANTING PLAN BY SAFE HARBOR ENVIRONMENTAL.
3. INSTALL (5) 4' x 4' x 4' DEEP LEACH GALLEYS WITH 3" ANCHORS OF 3/4" - 1 1/2" WASHED STONE. PROVIDE (1) MIN. ACCESS COVER TO WITHIN 6" OF FINAL GRADE OVER LEACH GALLEY SYSTEM.
4. PROVIDE LEACH GALLEYS WITH 10-20 VEHICLE LOADING.
5. WORK LIMIT TO BE STAKED SET FENCE W/ STRAP BATTERIES AS NECESS. CONSTRUCTION OFFICE TO INSPECT SET FENCING PRIOR TO DRIVEWAY CONSTRUCTION.

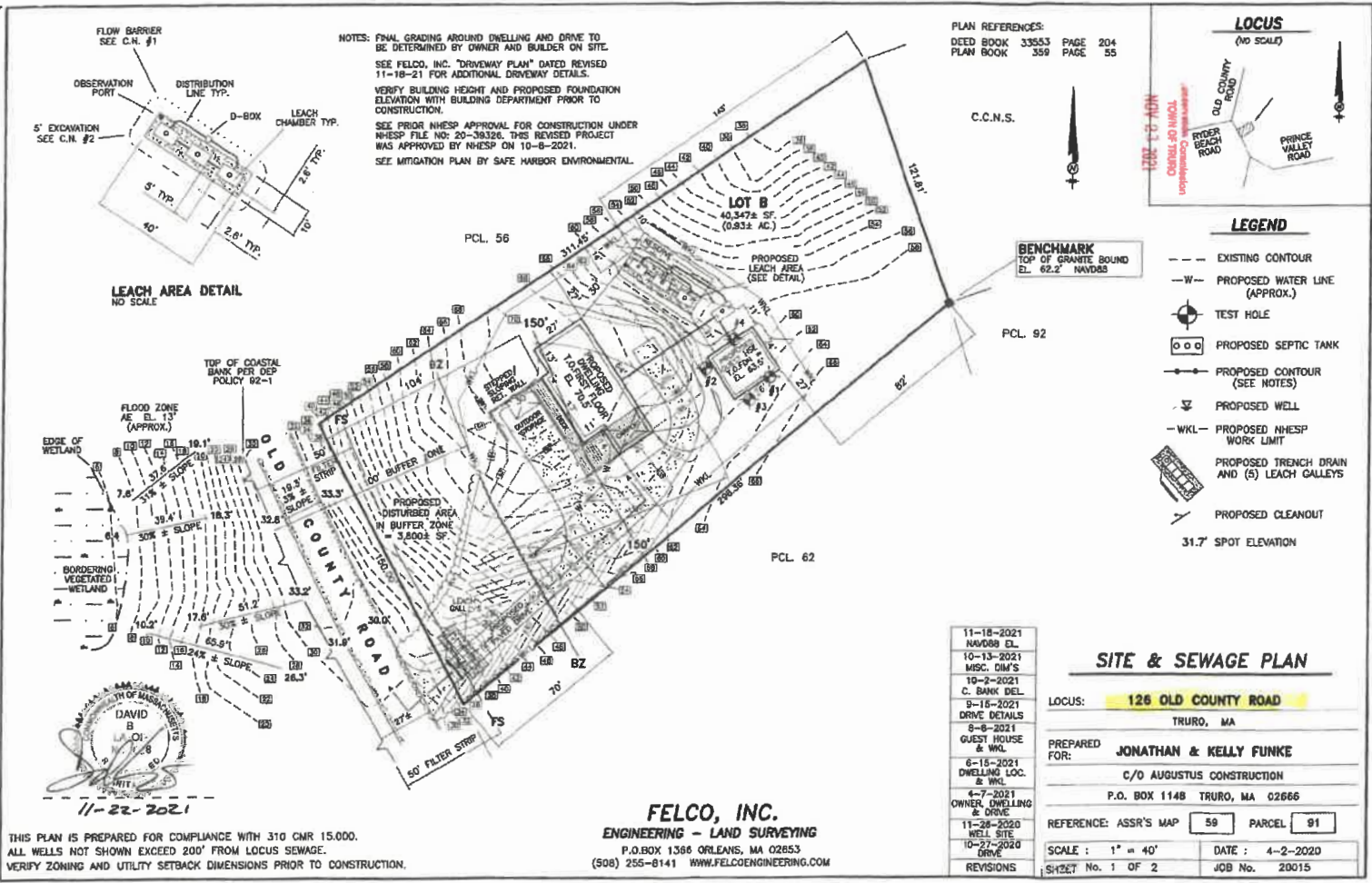


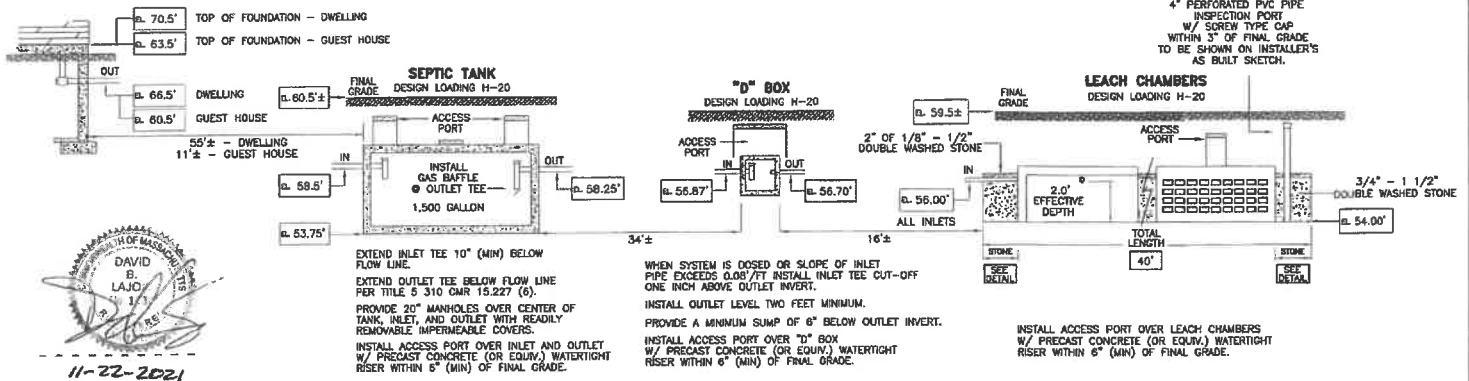
DRIVE DRAINAGE

NO SCALE



FELCO, INC.
 ASSOCIATES - LAND SURVEYING
 10000 W. 100th St., Suite 100
 Overland Park, MO 66204
 (816) 875-1111





SECTION VIEW - SEPTIC SYSTEM COMPONENTS (N.T.S.)

DEEP OBSERVATION HOLE LOG

1. EL. 62.5' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	DEPTH	DESCRIPTION	TEXTURE	STRUCTURE	WETLAND	CONSTRUCTION
0.0'	0.5'	O	ORGANICS			
0.5'	82.0'	A	LOAMY SAND	NO	NO	LOOSE
1.0'	81.5'	B	LOAMY SAND	NO	NO	LOOSE
3.0'	59.5'	B	LOAMY SAND	NO	NO	LOOSE
10.0'	52.5'	C	MEDIUM SAND	NO	NO	LOOSE

4. EL. 60.0' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	DEPTH	DESCRIPTION	TEXTURE	STRUCTURE	WETLAND	CONSTRUCTION
0.0'	0.5'	D	ORGANICS			
1.3'	56.7'	A	LOAMY SAND	NO	NO	LOOSE
3.0'	57.0'	B	LOAMY SAND	NO	NO	LOOSE
11.0'	49.0'	C	MEDIUM SAND	NO	NO	LOOSE

2. EL. 60.5' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	DEPTH	DESCRIPTION	TEXTURE	STRUCTURE	WETLAND	CONSTRUCTION
0.0'	0.5'	O	ORGANICS			
1.0'	59.5'	A	LOAMY SAND	NO	NO	LOOSE
5.0'	57.5'	B	LOAMY SAND	NO	NO	LOOSE
11.0'	49.5'	C	MEDIUM SAND	NO	NO	LOOSE

3. EL. 62.5' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	DEPTH	DESCRIPTION	TEXTURE	STRUCTURE	WETLAND	CONSTRUCTION
0.0'	0.5'	O	ORGANICS			
1.0'	61.5'	A	LOAMY SAND	NO	NO	LOOSE
3.0'	59.5'	B	LOAMY SAND	NO	NO	LOOSE
10.0'	52.5'	C	MEDIUM SAND	NO	NO	LOOSE

CONSTRUCTION NOTES

- INSTALL 40 MIL POLYETHYLENE FLASHING OR EQUIV. AS FLOW BARRIER AS SHOWN IN LEACH AREA DETAIL FROM EL. 56.5' DOWN TO EL. 52.5'.
- EXCAVATE ALL UNSUITABLE SOIL 5' AROUND LEACH AREA DOWN TO MEDIUM SAND AND REPLACE WITH CLEAN MEDIUM SAND.
- PROVIDE CLEANOUT TO GRADE EVERY 50' MIN. ALONG BUILDING SEWER PIPE.

GENERAL NOTES

- ALL CONTRACTORS AND/OR INSTALLERS ARE RESPONSIBLE FOR PROVIDING AND MAINTAINING A SAFE WORK AREA.
- CONTRACTORS AND/OR INSTALLERS: VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- CONTRACTORS AND/OR INSTALLERS: VERIFY ALL WASTE LINE LOCATIONS PRIOR TO CONSTRUCTION.
- CONSTRUCTION DETAILS TO BE IN ACCORDANCE WITH STATE SANITARY CODE 310 CMR 15.000 AND TOWN BOARD OF HEALTH REQUIREMENTS.
- ELEVATION DATUM IS FROM U.S.G.S. QUAD. MAP. N.A.V.D.88
- MUNICIPAL WATER IS AVAILABLE YES NO
- ANY ALTERATIONS TO DESIGN MUST BE APPROVED BY FELCO, INC. AND TOWN BOARD OF HEALTH.
- ALL EXISTING SEWAGE TO BE PUMPED AND FILLED WITH CLEAN MEDIUM SAND.
- SEPTIC TANKS, DOSING CHAMBERS, GREASE TRAPS, AND DISTRIBUTION BOXES SHALL BE INSTALLED WATERTIGHT.
- WHEN SEPTIC TANK, DOSING CHAMBERS, GREASE TRAPS, AND DISTRIBUTION BOXES ARE PLACED IN FILL, PROVIDE A LEVEL STABLE BASE WHICH HAS BEEN MECHANICALLY COMPACTED. VIRGIN GROUND WITH A 6" CRUSHED STONE BASE IS OTHERWISE ADEQUATE.
- GROUND COVER OVER SEPTIC SYSTEM COMPONENTS SHALL NOT EXCEED 36"
- WHEREVER SEWER LINES MUST CROSS WATER SUPPLY LINES, BOTH PIPES SHALL BE CONSTRUCTED OF CLASS 150 PRESSURE PIPE OR EQUIV. AND SHALL BE PRESSURE TESTED TO ASSURE WATERTIGHTNESS.
- ALL SYSTEM COMPONENTS SHALL BE MARKED WITH MAGNETIC MARKING TAPE OR A COMPARABLE MEANS IN ORDER TO LOCATE THEM ONCE BURIED.
- PROVIDE (1) MIN. 4" PERFORATED PVC PIPE INSPECTION PORT PLACED VERTICALLY DOWN TO STONE/SAND INTERFACE W/ SCREW TYPE CAP WITHIN 3' OF FINAL GRADE PER 310 15.240 (13).

DESIGN

FLOW DETERMINATION BEDROOM DESIGN
 GARBAGE GRINDER NO YES
 FLOW RATE = 440 GAL/DAY
 SEPTIC TANK SIZING:
 440 x 2.0 = 880 GAL/DAY
 USE: 1,500 GAL
 LEACHING FACILITY CALCULATIONS:
 PERCOLATION RATE IS < 5 MIN/INCH 1 CLASS
 SIDEWALL = 200 (S.F.) x 0.74 = 444 GAL/DAY
 BOTTOM = 400 (S.F.)
 USE: (3) 4.8' x 8.3' LEACH CHAMBERS
 W/ STONE AS SHOWN IN DETAIL
 = 40' LONG x 10' WIDE x 2' DEEP
 JOB No : 20015 NAME : FUNKE
 DATE : 4-2-2020 SHEET 2 OF 2
 REVISIONS : 10-27-2020 11-26-2020 4-7-2021
 8-15-2021 8-6-2021 8-15-2021
 DWELLING LOC. GUEST HOUSE DRIVE DETAILS & WGL. & WGL.
 10-2-2021 10-13-2021 11-18-2021
 C. BANK DEL. MISC. DIM'S NAVD88 EL.

FELCO, INC.
ENGINEERING - LAND SURVEYING



SLOPE STABILIZATION PLAN; FIRST AND SECOND YEAR PLANTING PLANS

To: Truro Conservation Commission

From: Gordon Peabody, Director, Safe Harbor Environmental

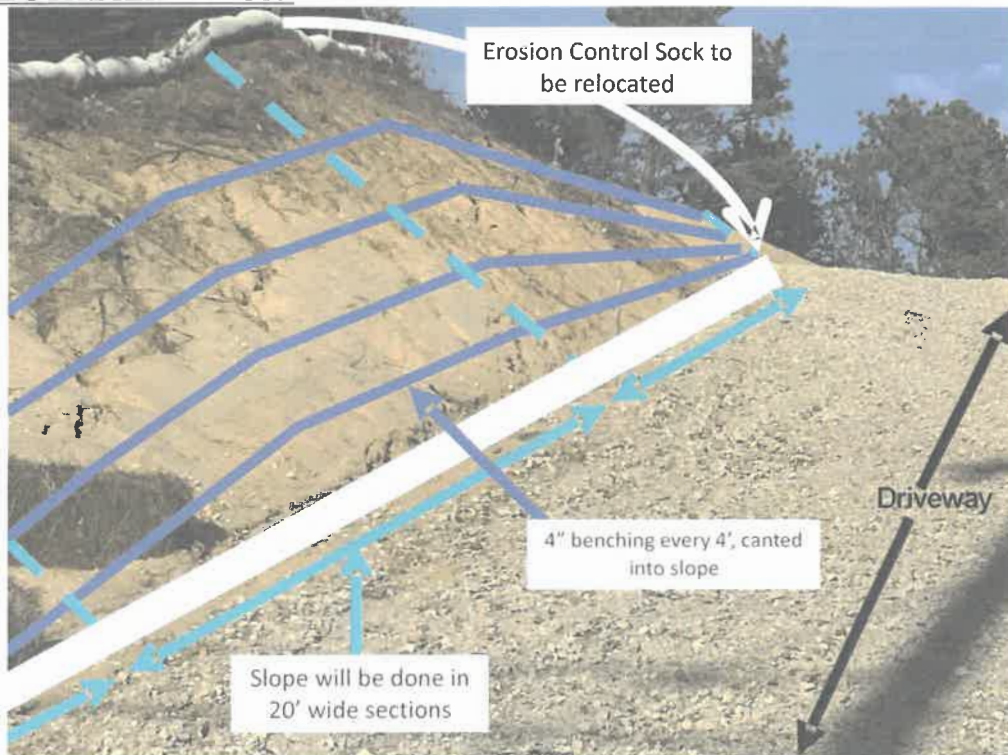
Office: 95 Commercial St. Room 209, Wellfleet, MA, 02667

Mail: P.O. Box 880, Wellfleet, MA, 02667

Contact: email gordonpeabody@gmail.com Phone:508-237-3724

Re: 126 Old County Road, Truro, MA 02666, Narratives and Protocols

SLOPE STABILIZATION



A. Components (See pg. 4, Example 1)

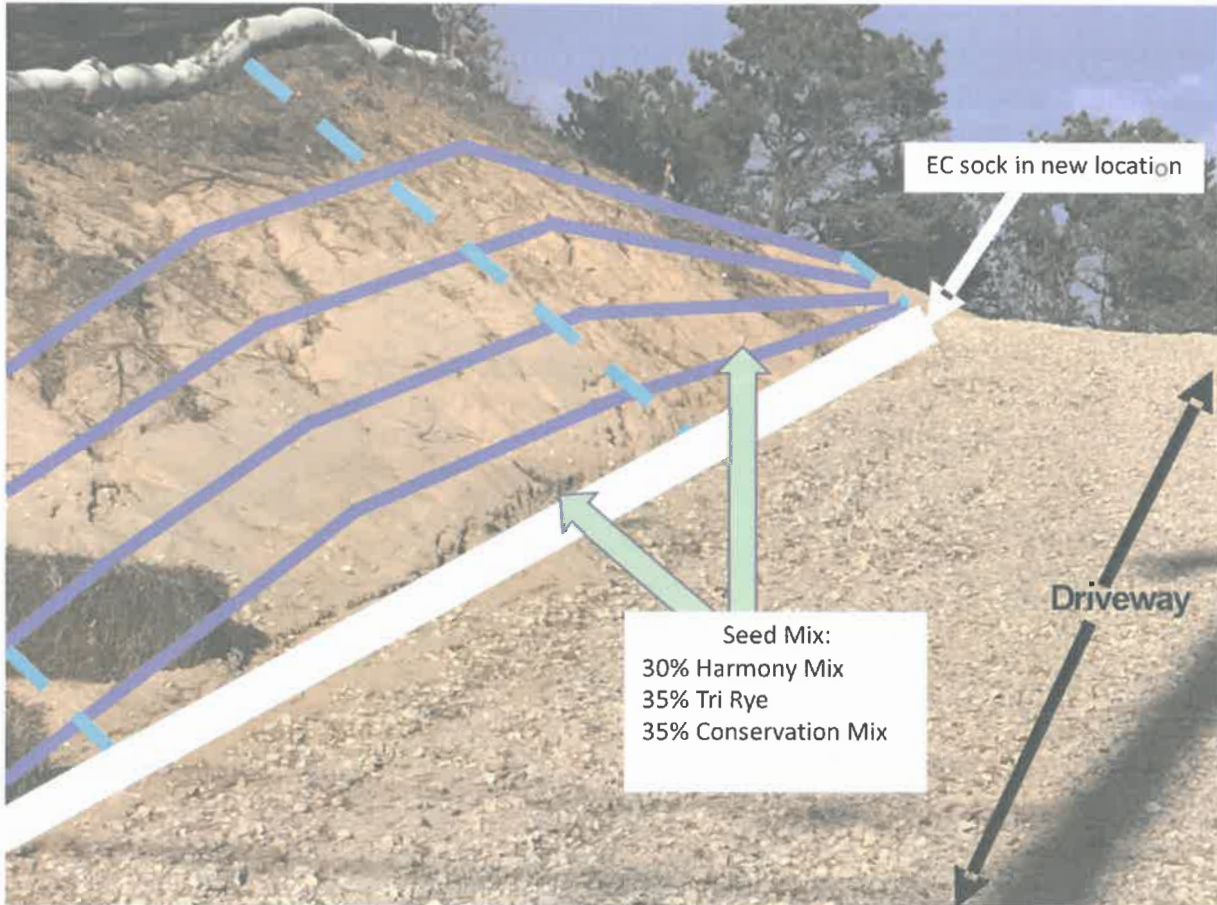
1. Benching
2. Jute netting
3. Relocate EC sock

B. Protocol

1. Designate sections
2. Bench
3. Lay out netting, use corn starch staples
4. Relocate EC sock

Initial Planting Plan

First Growing Season



A. Groundcover – Seed Mix (See pg. 4, Example 2)

1. Harmony Mix.....30%
2. Tri Rye.....35%
3. Conservation Mix.....35%

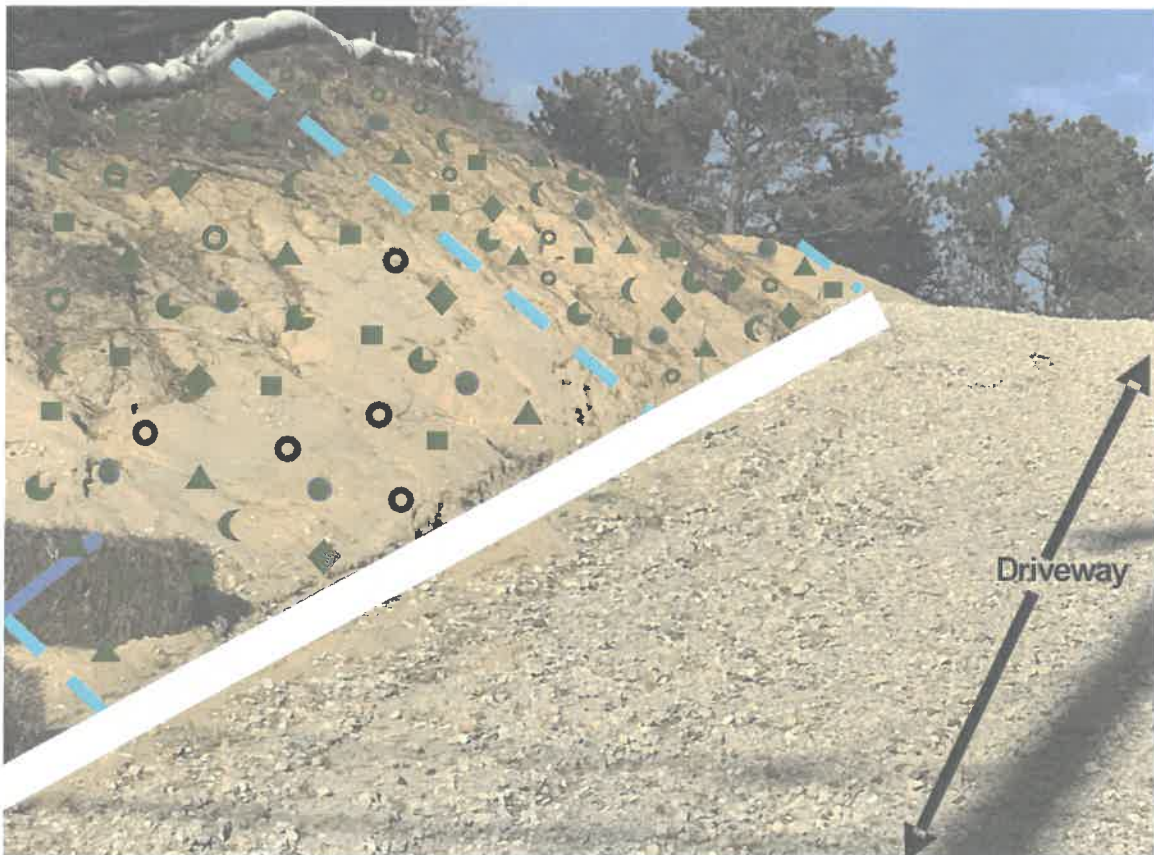
B. Protocol

1. Light mix of native loam and Biotone
2. Light mix of straw (no seeds)
3. Mix components with seed mix
4. Spread mix into netting

Second Growing Season

A. Planting Plan – Woody Stems and Plugs (per section)

- 1. Bayberry – 4
- 2. Narrow Leaf Golden Rod – 10
- ▲ 3. Bearberry – 6
- ◆ 4. Rosa Virginiana – 4
- 5. Yarrow – 10
- ☾ 6. Bear Oak – 4
- ◌ 7. Beach Plum – 4



B. Protocol

- 1. Use ladders on slope
- 2. Plant according to plan
- 3. If watering is necessary, it will be from well

Plan can be modified or extended as necessary



Example 1: initial slope stabilization. Safe Harbor image.



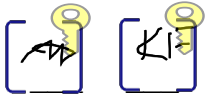
Example 2: ground cover. Safe Harbor image.

PURCHASE OFFER LANGUAGE--SEP. 13, 2020

Curb Cut

This Contract to Purchase is contingent upon the Sellers securing an affirmative determination from the Town of Truro for a driveway curb cut to be installed at the southern-most corner of the lot as it meets Old County Road, as depicted in the preliminary FELCO plan. Said determination to be granted by October 16, 2020. In the event the town does not grant such a curb cut within the specified period of time the Buyer may withdraw from this agreement and this Offer to Purchase and all other subsequent agreements shall become null and void without further recourse between the parties hereto and all deposits shall be returned forthwith.

Initials:



Buyers



Sellers



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: November 10, 2020

ITEM: Curb Cut Application for 126 Old County Road

EXPLANATION: Applicant has submitted a curb cut application for 126 Old County Road. Land is for sale and a potential buyer or current owners may end up building on the property.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicant will need to reapply for curb cut with amendments recommended by Select Board for approval.

SUGGESTED ACTION: *Motion to Approve the Curb Cut for 126 Old County Road and Authorize the Chair to Sign.*

ATTACHMENTS:

1. Curb Cut Application
2. MESA determination letter
3. Applicant letter
4. Site Plan

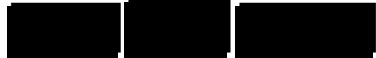


EXHIBIT 1

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: September 09, 2020

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

REC'D 2020 SEP 15 09:55
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Re: **APPLICATION FOR A CURB CUT**

Dear Board Members:

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

Name(s): Larry E. Lown & John Keller(Lown Larry E. & Keller John(LE)RMNDR:Lown Larry E 2010 SP,TR)

Address: 120 Old County Road, PO Box 697 Truro, MA 02666

Curb Cut Street Location: 126 Old County Road

Affected Town or State road: Truro

Truro Assessor's Map Number: 59 Parcel Number: 91

Name of contractor: not applicable at present

Reason/explanation: Right now this land is for sale. Either the potential buyer or we may end up building on it, but the exact date of construction is not yet certain. See attached letter for details on curb cut.

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

Applicant's Signature: 

Owner's Signature (if different): _____ Date: Sept 10, 2020

Owner's Address (if different): _____

Application for a Curb Cut Permit
Page 2

Director, Department of Public Works Preliminary Approval:

Approved Disapproved Not Applicable



Director, Department of Public Works

16 Sep 2020
Date

Chief of Police Approval:

Approved Disapproved Not applicable



Chief of Police

9-17-2020
Date

Board of Selectmen Approval:

Approved Disapproved

Chairman, Board of Selectmen

Date

Planning Board Approval (if required):

Approved Disapproved Not Applicable

Chairman, Planning Board

Date

Building Commissioner Approval:

Approved Disapproved Building Permit Number _____

Building Commissioner

Date

Mass Highway Referral (if required):

Date Forwarded _____
Signature _____

Director, Department of Public Works Declaration of Compliance:

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 Board of Selectmen Policy #28 - Curb Cut Policy.

Director, Department of Public Works

Date

Building Commissioner Final Approval:

Approved Disapproved Certificate of Occupancy _____

Building Commissioner

Date

Material List for 126 Old County Road curb cut application

1. 3/4 inch stone
2. reclaimed asphalt
3. cobble apron
4. 600 gallon catch basin located at base of proposed curb cut

Submitted by Larry E. Lown
120 Old County Road
Truro, MA 02666





MASSWILDLIFE

DIVISION OF
FISHERIES & WILDLIFE

1 Rabbit Hill Road, Westborough, MA 01581
p: (508) 389-6300 | f: (508) 389-7890
MASS.GOV/MASSWILDLIFE

May 1, 2020

Larry Lown
Larry E Lown 2010 Special Trust
PO Box 697
Truro MA 02666

RE: Project Location: 126 Old County Road, Truro
Project Description: Single Family Home
NHESP File No.: 20-39326

Dear Applicant:

Thank you for submitting the MESA Project Review Checklist, site plans (dated 4/2/2020) and other required materials to the Natural Heritage and Endangered Species Program of the MA Division of Fisheries & Wildlife (the "Division") for review pursuant to the Massachusetts Endangered Species Act (MESA) (MGL c.131A) and its implementing regulations (321 CMR 10.00).

Based on a review of the information that was provided and the information that is currently contained in our database, the Division has determined that this project, as currently proposed, **will not result in a prohibited Take** of state-listed rare species. This determination is a final decision of the Division of Fisheries & Wildlife pursuant to 321 CMR 10.18. Any changes to the proposed project or any additional work beyond that shown on the site plans may require an additional filing with the Division pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project.

Please note that this determination addresses only the matter of state-listed species and their habitats. If you have any questions regarding this letter please contact Emily Holt, Endangered Species Review Assistant, at (508) 389-6385.

Sincerely,

A handwritten signature in cursive script that reads "Everose Schlüter".

Everose Schlüter, Ph.D.
Assistant Director

cc: David Lajoie, FELCO, Inc

MASSWILDLIFE

September 09, 2020
Board of Selectmen
Town of Truro

Dear Board Members,

Attached you will find (1) an application for a curb cut for 126 Old County Road, Truro, MA 02666; (2) Engineered plans for the property including location of driveway; (3) MESA approval for building a house on the land; (4) additional information regarding Exhibit 2, design and construction requirements.

I would like to have a curb cut permit in hand before disturbing any of the land with perc tests. I will apply for permitting from the Board of Health and from the Conservation Commission, as necessary.

The engineering firm, FELCO, Inc. does not think the end of the driveway intrudes into the wetland buffer area. I have applied for a Determination of Applicability and/or NOI (if necessary) and approval under the Wetlands Protection Act with the Truro Conservation Agent and the commission.

As you may or may not know, I am a commissioner on the Truro Conservation Commission from which I will recuse myself from any vote on this matter.

Please let me know if there is anything else you need.

Sincerely,



Larry E. Lown



Applicants comments on Exhibit 2 of curb cut design and construction requirements

general

- 1.included with application
2. not applicable

additional requirements

1. Exhibit 2 states that all driveways or private road entrances or exits shall be hot mixed and bermed, oiled, or hardened to prevent erosion. I will be happy to comply with this requirement, but would prefer to investigate the use of gravel and/or pavers, which would be less intrusive than the required materials. Also, a catchment basin that follows town specifications will be built if necessary.
2. See item 2 above.
3. understood
4. understood
5. understood

applicant's additional question

My understanding is that driveways must be 14 feet wide for fire protection purposes. Could this be verified for me, as I can't find any width requirement at the town's web site?

Material List for 126 Old County Road curb cut application

1. 3/4 inch stone
2. reclaimed asphalt
3. cobble apron
4. 600 gallon catch basin located at base of proposed curb cut

Submitted by Larry E. Lown

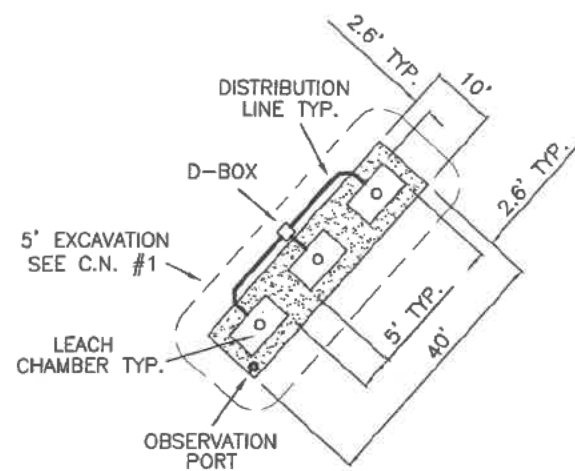
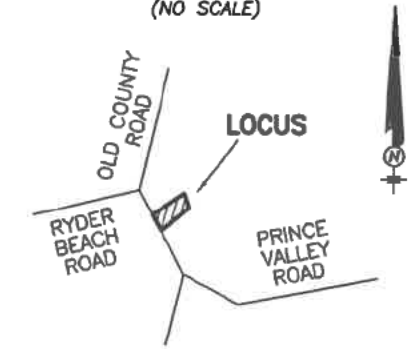


NOTES: FINAL GRADING AROUND DWELLING AND DRIVE TO BE DETERMINED BY OWNER AND BUILDER ON SITE.
 VERIFY BUILDING HEIGHT AND PROPOSED FOUNDATION ELEVATION WITH BUILDING DEPARTMENT PRIOR TO CONSTRUCTION.

PLAN REFERENCES:
 DEED BOOK 24963 PAGE 278
 PLAN BOOK 359 PAGE 55

LOCUS

(NO SCALE)



LEACH AREA DETAIL
 NO SCALE

BENCHMARK
 TOP OF GRANITE BOUND
 EL. 60.7' MSL±

LEGEND

- EXISTING CONTOUR
- W- PROPOSED WATER LINE (APPROX.)
- ⊕ TEST HOLE (PENDING)
- ⊙⊙⊙ PROPOSED SEPTIC TANK
- PROPOSED CONTOUR
- ▽ PROPOSED WELL
- WKL- PROPOSED NHESP WORK LIMIT

NOTE:
 THIS PLAN REQUIRES NHESP REVIEW. PROVIDE TEMPORARY WORK LIMIT DELINEATED FOR ASSOCIATED CONSTRUCTION TO MINIMIZE SITE DISTURBANCE. UPON WORK COMPLETION, REVEGETATE AND STABILIZE ALL DISTURBED AREAS.

**PRELIMINARY
 SITE & SEWAGE PLAN**

LOCUS: **126 OLD COUNTY ROAD**
 TRURO, MA
 PREPARED FOR: **LARRY LOWN**
 P.O. BOX 697
 TRURO, MA 02666-0697

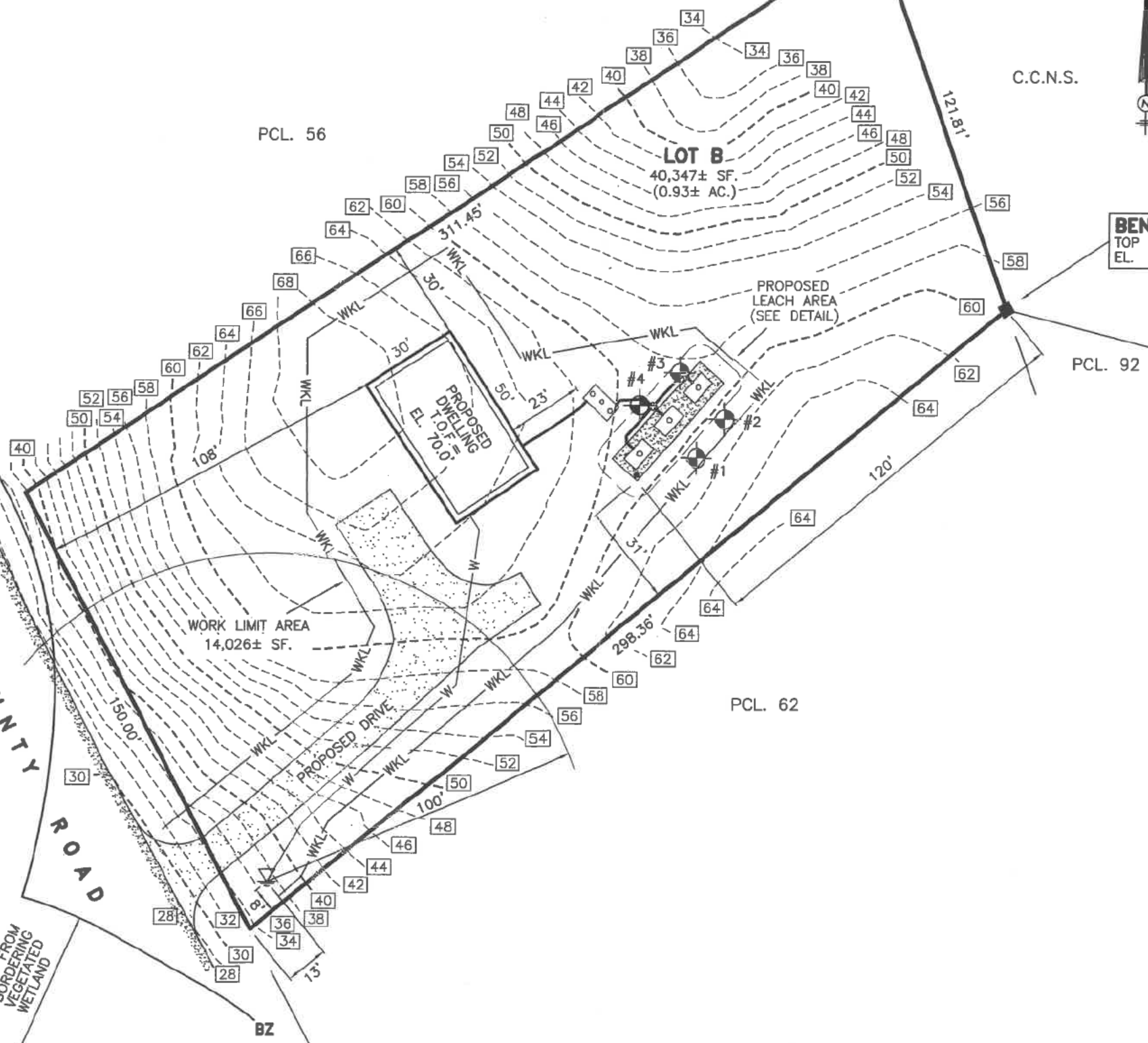
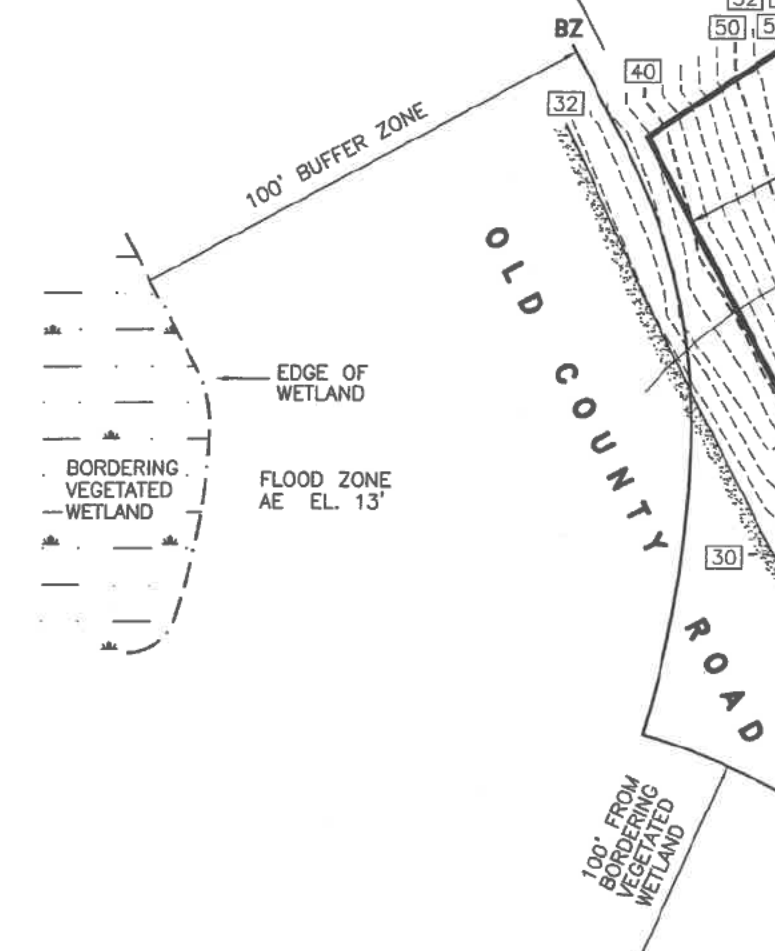
REFERENCE: ASSR'S MAP **59** PARCEL **91**

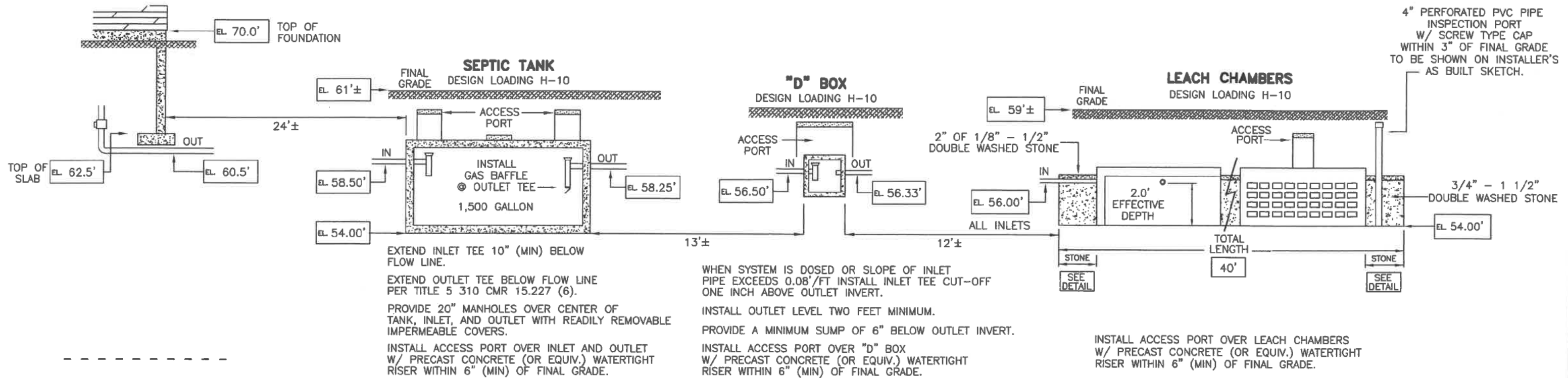
SCALE : 1"=40' DATE : 4-2-2020
 SHEET No. 1 OF 2 JOB No. 20015

FELCO, INC.
ENGINEERING - LAND SURVEYING
 P.O. BOX 1366 ORLEANS, MA 02653
 (508) 255-8141 WWW.FELCOENGINEERING.COM

REVISIONS

THIS PLAN IS PREPARED FOR COMPLIANCE WITH 310 CMR 15.000
 ALL WELLS NOT SHOWN EXCEED 200' FROM LOCUS SEWAGE.
 VERIFY ZONING AND UTILITY SETBACK DIMENSIONS PRIOR TO CONSTRUCTION.





SECTION VIEW - SEPTIC SYSTEM COMPONENTS (N. T. S.)

DEEP OBSERVATION HOLE LOG

1. EL. [] DATE: [] SOIL EVALUATOR: D. LAJOIE
HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	LOWEST ELEVATION	HORIZON	TEXTURE	STRUCTURE	MOTTLING	CONSISTENCE
PENDING						

4. EL. [] SOIL EVALUATOR: D. LAJOIE
HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	LOWEST ELEVATION	HORIZON	TEXTURE	STRUCTURE	MOTTLING	CONSISTENCE
PENDING						

2. EL. [] SOIL EVALUATOR: D. LAJOIE
HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	LOWEST ELEVATION	HORIZON	TEXTURE	STRUCTURE	MOTTLING	CONSISTENCE
PENDING						

3. EL. [] SOIL EVALUATOR: D. LAJOIE
HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	LOWEST ELEVATION	HORIZON	TEXTURE	STRUCTURE	MOTTLING	CONSISTENCE
PENDING						

CONSTRUCTION NOTES

- EXCAVATE ALL UNSUITABLE SOIL 5' AROUND LEACH AREA DOWN TO MEDIUM SAND AND REPLACE WITH CLEAN MEDIUM SAND.

GENERAL NOTES

- ALL CONTRACTORS AND/OR INSTALLERS ARE RESPONSIBLE FOR PROVIDING AND MAINTAINING A SAFE WORK AREA.
- CONTRACTORS AND/OR INSTALLERS: VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- CONTRACTORS AND/OR INSTALLERS: VERIFY ALL WASTE LINE LOCATIONS PRIOR TO CONSTRUCTION.
- CONSTRUCTION DETAILS TO BE IN ACCORDANCE WITH STATE SANITARY CODE 310 CMR 15.000 AND TOWN BOARD OF HEALTH REQUIREMENTS.
- ELEVATION DATUM IS FROM U.S.G.S. QUAD. MAP. N.A.V.D.
- MUNICIPAL WATER IS AVAILABLE YES NO
- ANY ALTERATIONS TO DESIGN MUST BE APPROVED BY FELCO, INC. AND TOWN BOARD OF HEALTH.
- ALL EXISTING SEWAGE TO BE PUMPED AND FILLED WITH CLEAN MEDIUM SAND.
- SEPTIC TANKS, DOSING CHAMBERS, GREASE TRAPS, AND DISTRIBUTION BOXES SHALL BE INSTALLED WATERTIGHT.
- WHEN SEPTIC TANK, DOSING CHAMBERS, GREASE TRAPS, AND DISTRIBUTION BOXES ARE PLACED IN FILL, PROVIDE A LEVEL STABLE BASE WHICH HAS BEEN MECHANICALLY COMPACTED. VIRGIN GROUND WITH A 6" CRUSHED STONE BASE IS OTHERWISE ADEQUATE.
- GROUND COVER OVER SEPTIC SYSTEM COMPONENTS SHALL NOT EXCEED 36".
- WHEREVER SEWER LINES MUST CROSS WATER SUPPLY LINES, BOTH PIPES SHALL BE CONSTRUCTED OF CLASS 150 PRESSURE PIPE OR EQUIV. AND SHALL BE PRESSURE TESTED TO ASSURE WATERTIGHTNESS.
- ALL SYSTEM COMPONENTS SHALL BE MARKED WITH MAGNETIC MARKING TAPE OR A COMPARABLE MEANS IN ORDER TO LOCATE THEM ONCE BURIED.
- PROVIDE (1) MIN. 4" PERFORATED PVC PIPE INSPECTION PORT PLACED VERTICALLY DOWN TO STONE/SAND INTERFACE W/ SCREW TYPE CAP WITHIN 3" OF FINAL GRADE PER 310 15.240 (13).

DESIGN

FLOW DETERMINATION 2 3 4 BEDROOM DESIGN
 GARBAGE GRINDER NO YES
 FLOW RATE = GAL/DAY
 SEPTIC TANK SIZING:
 x 2.0 = GAL/DAY
 USE: 1,500 GAL
 LEACHING FACILITY CALCULATIONS:
 PERCOLATION RATE IS < MIN/INCH CLASS
 SIDEWALL = (S.F.)
 BOTTOM = (S.F.)
 x = GAL/DAY
 USE: (3) 4.8' x 8.3' LEACH CHAMBERS
 W/ STONE AS SHOWN IN DETAIL
 = 40' LONG x 10' WIDE x 2' DEEP

FELCO, INC.
ENGINEERING - LAND SURVEYING

JOB No : 20015	NAME : LOWN
DATE : 4-2-2020	SHEET 2 OF 2
REVISIONS :	

TOWN OF TRURO
TRURO SELECT BOARD MEETING MINUTES
November 10, 2020
Remote Meeting

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

Others Present: Acting Town Manager-Jamie Calise, Assistant Town Manager-Kelly Clark, Health Agent-Emily Beebe, DPW Director-Jarrold Cabral, Board of Health Chair-Tracey Rose, Christine Meade, Nancy Medoff, Ann Courtney, Eric Shapiro, Building Commissioner-Rich Stevens, Larry Lown, Chair of Charter Review Committee-Robert Panessiti

Chair Weinstein called the meeting to order at 5:20pm. He read off instructions on how people could provide comment and also provided the URL for people to view or participate.

Public Comment-None

Public Hearings-None

Board/Committee/Commission Appointments

Christine Meade introduced herself. She has applied to serve on the Bike and Walkways Committee. She gave a brief summary of why she wanted to join the Committee.

Member Areson made a motion to appoint Christine Meade to the Bike and Walkways Committee as an alternate whose appointment expires June 30, 2021.

Member Reed seconded.

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

Nancy Medoff introduced herself. She has applied to serve on the Charter Review Committee. She spoke of her skills and her love of the community.

Member Areson made a motion to appoint Nancy Medoff to the Charter Review Committee to a three-year unexpired term ending June 30, 2021.

Member Reed seconded.

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

Ann Courtney introduced herself and gave a brief summary of other committees she's served on and explained her interest in the Beach Commission.

Member Areson made a motion to appoint Ann Courtney to the Beach Commission for a three-year term expiring June 30, 2023.

Member Worthington seconded.

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

Tabled Items-None

Select Board Action

Year-round condominium conversion for 503 and 522 Shore Road-Sutton Place Condominium

Health Agent Beebe stated that they have four units going to year-round status and Sutton Place is being represented by Mr. Eric Shapiro. Everything is in order. The documents have been provided by

the association as required. All inspections and signoffs were completed. Building Commissioner Stevens said that everything was in order. Health Agent Beebe stated that all units have been renovated/updated so there were no issues with the units going forward for year-round status. Next, Building Commissioner Stevens will issue occupancy permits for these four units, which will signify that they are indeed year-round. The other units will remain seasonal.

Member Areson made a motion to approve the year-round use and removal of the seasonal covenants for Sutton Place Condominiums, located at 503 and 522 Shore Road.

Member Rein seconded.

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

Update on Covid-19

Health Agent Beebe would like to sort out, and simplify, the more recent orders from the Governor.

- The table is set with the stay at home advisory. The advisory is not a curfew, but it is an advisory that folks need to be home by 10pm and stay home until 5am. Leaving home to go to work, go to school, or for essential tasks is allowed.
- Order Number 55-Face Coverings in Public Spaces has now been updated as it is now not optional. You must have a face covering on when you are outside of the house, in public, whether you are indoors or outdoors. There is now enforcement which is more clearly spelled out for the Department of Public Health and local Boards of Health with assistance from State and local police with fines.
- There is also a shift in the exemptions. As an employer, you can require your employees to provide proof of a medical exemption. The proof doesn't need to be detailed. Schools may also require it from their students.
- Order Number 54-Limits on Gatherings is hard to simplify as there is a lot of detail in it. It hinges with the Public Health Advisory. All gatherings, no matter the size or the location, have to end and people have to disperse by 9:30pm. Exceptions are religious and political gatherings. Face coverings are required at all public gatherings. Face coverings are encouraged at private residences but only required where non household members are present in gatherings exceeding 10.
 - Social distancing/physical distancing of at least 6 feet at all events is required.
 - If holding a small party at your home, there can be no more than 10 people and if it's held outdoors you can have no more than 25 people.
 - If you are holding a party at a venue (indoors) it can be no more than 25 people.
 - An event being held outdoors is capped at 100 people, but if there will be more than 50 people attending you are to notify the Health Department.
 - Any time anyone is associated with an attendee (or worker) at an event venue with a positive test result they are required to notify the local Board of Health. They are also required to cooperate with contact tracing.
- Order Number 53-Requiring early closing for certain businesses and activities and limiting hours for alcohol. The categories in this order are restaurants, recreational facilities, indoor and outdoor event venues, fitness centers and health clubs. They must abide by a mandatory nighttime closing period which is 9:30pm. Reopening is not allowed until 5:00am the following day. This order does not apply to religious services or political demonstrations.
- Restaurants can continue to sell take-out food, but they cannot sell alcohol after 9:30pm.
- If you are at a restaurant and it's 9:00pm, you can finish your meal, but you need to be out by 10:00pm. Restaurants cannot seat anyone after 9:30pm.

Health Agent Beebe stated that Covid cases are increasing. Barnstable County picked up 11 new cases yesterday. The County's case count is 2,150 with 186 deaths. Massachusetts does a lot of testing and has the highest testing per thousand rates in the Country. Numbers are going up as we move indoors. We need to keep our interactions with folks outside as much as possible. We have to be mindful of ventilation and keeping visitations with others inside to short periods of time. Having a safe Thanksgiving comes with some takeaways;

- If you have to travel, be mindful of the Travel Order. If you're travelling to a lower-risk state, you're okay (check the status of Lower-Risk States at [mass.gov](https://www.mass.gov)). You can travel to a higher-risk state, but you then must abide by the travel restrictions on your way back in to Massachusetts (get a Covid test or quarantine for 14 days).
- If you are going to be hanging out with other people that you don't live with, be sure to wear a mask, wash your hands, and keep your distance. Try to do small groups and shorten the time with folks outside of your "family bubble". Ventilation is important and if you can move your gathering outdoors, do so.

Health Agent Beebe answered questions regarding testing in Massachusetts.

Chair Weinstein urged people to take advantage of the virtual world and that they demand that the half a million dollars for Barnstable County testing be released immediately.

Member Reed has friends in other communities in Massachusetts who are moving back in phases. She gathers these Orders are to get people to remain vigilant as numbers go up. She asked if Health Agent Beebe has heard Barnstable County (or any of the Cape and Islands) mention moving back in phases. Health Agent Beebe stated that she does know the State is changing the metrics of how they classify different communities. She can get Member Reed more information and talk offline.

Mr. Lown asked if there are guidelines from the Town or the State about how to deal with people who refuse to wear a mask when doing Town business. Health Agent Beebe continues to look at these as opportunities to educate people who are not feeling like mask-wearing applies to them. The way this new masking order is worded, there is enforcement attached to it that's tighter than it's been in the past. She thinks that public pressure is going to help. She also said that people could let the Health Department know.

Member Areson is concerned about the "mask-shaming" and yelling that some people have experienced. We don't know about someone's underlying condition. We are not the police and we have to keep that in mind. Enforcement needs to come from the people in charge of that enforcement. Health Agent Beebe agrees. She also suggested that it can be a discussion without it being a shaming discussion.

Health Agent Beebe wanted people to know that she and Health Agent Hillary Lemos from Wellfleet will be holding a session before Thanksgiving where people can call in. The discussion will most likely be focused on schools and people can ask questions.

Member Reed asked if Interim Town Manager Calise had anything to add to the discussion. Interim Town Manager Calise stated that Health Agent Beebe did a great job laying out the new orders by the State. He strongly encourages voluntary compliance and education as that's where the answer is. Resistance leads to confrontation and confrontation leads to tragedy.

Member Worthington asked if there's been any uptick in Covid in the communities of Provincetown, Truro, and Wellfleet. Health Agent Beebe is not sure of Provincetown's numbers and Wellfleet's numbers just had a bit of a bump. Wellfleet has 3 active cases and Truro has 2.

Discussion on Curb Cut Application Process

Building Commissioner Stevens laid out the process. Someone will obtain a building permit application, which includes a checklist. The last item on the checklist is a question asking if the Applicant needs a curb cut. If they check off “yes” then they proceed from there. The Building Department does their best to determine whether the Applicant needs a curb cut. If the Applicant doesn’t check off that box, the Department will ascertain whether the structure is an addition or a new structure and determine if a curb cut application would be required.

DPW Director Cabral thinks one of the problems is that when an Applicant checks off “yes” or “no” for a curb cut, they are not aware of the policy. After he spoke with Kevin Shea, and people from Ambrose, it was discovered that they weren’t aware that the curb cut application was required because there was an existing curb cut there already. He thinks that if the Building Department includes the Curb Cut Application and Policy with the Building Permit Application 100% of the time then nothing will be missed. DPW Director Cabral also added in a space for email contact information, cell phone information for contractors and homeowner, and he added in Conservation Agent Beebe as an additional person to sign off because a lot of the areas where these curb cuts are located are within her jurisdiction. Building Commissioner Stevens feels everything should go to the DPW where the Director can make the determination as to whether a curb cut is necessary or not. DPW Director Cabral is concerned about logistics. Assistant Town Manager Clark suggested using technology to streamline the process. Chair Weinstein pointed everyone to Policy Memorandum #28 which states that any application for a building permit that includes a proposed curb cut will first require an approved curb cut permit. There is no need to reinvent the wheel. There is a clear process to be followed. The Building Department has to make it clear to all applicants; if they need a curb cut then they need to follow this procedure in order to be issued a building permit.

Vacancy List for Boards/Committees and Commissions

Member Areson and Member Reed met last week with Chairs of three committees; Susan Howe of the Commission on Disabilities, Anne Greenbaum of the Planning Board, and Carol Harris of the Climate Action Committee. There were several upshots of that meeting.

- The citizen group, One Truro, had created a flyer about a year ago for openings on Boards and Commissions. Member Areson submitted a chart which is based on the work of One Truro and Anne Greenbaum. The goal is to update this chart and it is a work in progress.
- They talked about reaching out to every one of the committee Chairs to have a consistent approach to what the committee is, how often it meets, how many members, and whether there are any special requirements needed to serve. The Select Board would create an email to send to the committee Chairs to ask them to provide this information. Member Areson mentioned that clarity is needed in the Charter language.
- Member Areson noted that Member Reed and other members in the group have been working on a Policy Handbook.

Member Reed continued the discussion, stating that the objective of the unofficial group is to bridge the gap between the Town’s citizens and Board/Committee/Commission vacancies. One of the efforts of the group is to have more information on the website that is available to citizens, and to be sure the information is correct and accurate. A responsibility of the Select Board is to look at Charges for the committees and review/edit them. Member Reed has been working on a handbook which will be given to people when they are sworn in. The handbook will go over Open Meeting Law, ethics, laws related to serving on a committee, as well as details of how to set and follow an agenda. In addition to the handbook being given to new committee members, she’d like it available on the Town’s website as well. Member Reed feels that having more things on the website, accessible to people, makes things easier and will hopefully be one of the tools in the toolbox that will encourage citizens to join committees. She also included a copy of an online application to serve which is used in Eastham. It is more thorough and

asks more questions. She'd like the Board's support to authorize Interim Town Manager to direct staff to look into reaching out to Eastham to find out how much software would cost, and if the online application is something we are interested in.

Assistant Town Manager Clark stated that there would be no cost as Truro purchased the software at the same time as Eastham as part of a joint grant. Member Reed asked for the Board's support to have an online application to serve on the Town's website.

Assistant Town Manager Clark said it may be helpful to let people know if we are committed to continuing holding virtual meetings for some of these boards and committees. She suggested getting a recommendation from committee chairs as to whether they'd like to continue meeting virtually after the pandemic is over, or a recommendation that they'd like to start meeting in person. That information might help the recruitment effort. Member Reed stated that it will be up to Governor Baker to decide whether boards and committees can meet in person after the pandemic. Member Areson said that if Governor Baker does not approve virtual meetings Statewide after the pandemic, we could seek a Special Act of the Legislature (which would require Town Meeting approval). We would petition the Legislature to approve this law just for our community. The other big question which has come up a lot is, can people who don't live here full-time serve on committees (thus opening a larger pool of candidates to serve)? Chair Weinstein pointed out that on the Eastham application there is a note which states in order to be appointed to a regulatory committee the applicant must be a registered voter and they may only serve on one regulatory body at a time.

Member Rein mentioned that when looking at applicants for the Walsh Property Committee, more people were willing to join knowing that they could participate from home or another location other than Truro. She asked Member Areson if the document received was a complete listing of all the Committees. Member Areson thought it was complete but will review it. Member Rein then asked if a part-time resident could serve on an advisory committee? She would love to get an answer to that. As a liaison, one of Member Rein's committees asked if there would be an option in the future for chairs of committees and commissions to have a Town email address? Member Areson stated she was going to ask Interim Town Manager Calise or IT Director Wennerberg to pursue that, as both she and Member Reed have been asked that question as well. Member Reed said she'd asked former Town Manager Palmer about this and was told that it came down to cost, staff, and time, but she thinks it's worth looking into. Assistant Town Manager let the Board know that IT Director Wennerberg quoted the cost of email addresses as \$8.00 per address per month.

Charter Review Chair Panessiti remembers going through the section of the Charter that pertains to board and committee appointments. Section 2.10 clearly states that appointments are approved by the Select Board and if the Select Board doesn't appoint within 45 days of notification then the body itself would appoint. They can certainly go through the Charter again to see if there is anything they've missed. Member Reed asked Charter Review Chair Panessiti to look over the document she created and then go through the parts where she could benefit from more clarity. Charter Review Chair Panessiti will add it to their next agenda for review.

Consent Agenda

Member Worthington had a question regarding item B. *Cloverleaf Land Development Option Agreement Extension*. She wanted an explanation of what it was. Chair Weinstein stated the development option was issued on an annual basis and this is asking to extend that for a defined period of time. Town Counsel reviewed it and updated the extension, there was no change to the language of the option. Member Worthington asked if the option was the option to develop the land? Chair Weinstein confirmed that was correct. When the State offered the land to the community, the provision was that the land be only used for this kind of development and the option addresses that. Member Worthington thinks that anything like this should be on the agenda under *Select Board Action*. Member

Reed agrees, but is reluctant to table the item, she doesn't want to obstruct it if it's time sensitive. Interim Town Manager Calise stated that back a few weeks ago the Board asked him to seek an extension on the option agreement since it was expiring at the end of the year. Member Worthington asked if this was something that would have to be repeatedly upped, and the reason why? Chair Weinstein said that the original agreement had an expiration date of May 6, 2020 and this extension would run this agreement from December 31, 2020 to December 31, 2021. The Land Development Agreement that was originally dated in 2019 was an agreement between the Town and the Developer. The agreement was entered into with the unanimous consent of the Select Board between the Developer and the Town. This is asking that the agreement be extended to a calendar date certain. Assistant Town Manager Clark stated that the reason for this is Covid related. Hearings had to be postponed and the ZBA process got pushed back. Member Areson said that the reason for extending the deadline is because the Developer doesn't have the Comprehensive Permit. She does agree with Member Worthington and thinks that any time anything related to the Cloverleaf comes up it should be a separate agenda item.

Member Areson stated she had some corrections on the minutes.

Member Reed made a motion to approve the consent agenda as printed with Member Areson's corrections on the minutes of August 25, 2020.

Member Areson seconded.

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

Select Board Reports/Comments

Member Reed wished to extend her deepest sympathies to Assistant Town Manager Clark and the Sullivan Family for the passing of Kathleen Sullivan. Chair Weinstein added that Kathleen was a valued member of the Town operations and became a friend to many.

Member Areson wished to mention that the Town Moderator has appointed Steven Roderick to the Finance Committee.

Member Rein wished to thank the DPW and DPW Director Cabral for leaving the trash receptacles at some of the local beaches, as requested at a recent Board meeting. She has seen people using them at Ballston Beach.

Town Manager Report

Interim Town Manager Calise stated that all Department Heads received their budget packets on November 6, 2020.

Next Meeting Agenda: November 17

Interim Town Manager Calise reviewed the proposed agenda.

Member Reed made a motion to adjourn at 7:23pm.

Member Areson seconded.

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

Respectfully Submitted,

Noelle L. Scoullar, Executive Assistant

Acting Town Manager, Jamie Calise
Under the Authority of the Truro Select Board

Public Records material of 11.10.2020

1. Application to Serve-Christine Meade
2. Application to Serve-Nancy Medoff
3. Application to Serve-Ann Courtney
4. Application for year-round condominium conversion for 503 and 522 Shore Road-Sutton Place Condominium
5. Order #53
6. Order #54
7. Order #55
8. Stay at Home Advisory
9. Select Board Policy #28-Application for Curb Cut
10. Town of Eastham Volunteer Application
11. Town of Truro Listing of Town Officials, Boards and Committees
12. Curb Cut Application for 9 Mill Pond Road
13. Memorandum by DPW Director Cabral
14. Curb Cut Application for 126 Old County Road
15. MESA determination letter
16. Applicant Letter
17. Site Plan
18. Application to Serve-Eliza Harned
19. Amendment No. 2 to Land Development Option Agreement
20. Memorandum from Alice Boyd, Grant Administrator
21. Truro Subordination Agreement Letter
22. Select Board Minutes of August 25, 2020

EXHIBIT 1

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: September 09, 2020

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

RCVD 2020SEP16 AM8:58
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Re: **APPLICATION FOR A CURB CUT**

Dear Board Members:

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

Name(s): Larry E. Lown & John Keller(Lown Larry E. & Keller John(LE)RMNDR:Lown Larry E 2010 SP,TR)

Address: 120 Old County Road, PO Box 697 Truro, MA 02666

Curb Cut Street Location: 126 Old County Road

Affected Town or State road: Truro

Truro Assessor's Map Number: 59 Parcel Number: 91

Name of contractor: not applicable at present

Reason/explanation: Right now this land is for sale. Either the potential buyer or we may end up building on it, but the exact date of construction is not yet certain. See attached letter for details on curb cut.

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

Applicant's Signature: 

Owner's Signature (if different): Type text here Date: Sept 10, 2020

Owner's Address (if different):

Application for a Curb Cut Permit
Page 2

Director, Department of Public Works Preliminary Approval:
 Approved Disapproved Not Applicable

Director, Department of Public Works

16 Sep 2020
Date

Chief of Police Approval:
 Approved Disapproved Not applicable

Chief of Police

Date

Board of Selectmen Approval:
 Approved Disapproved

Date



Building Commissioner

Permit

11.16.20
Date

Mass Highway Referral (if required):
Date Forwarded

Signature

Director, Department of Public Works Declaration of Compliance:

I have inspected the property located at
requested on the Application for a Curb Cut dated
of Selectmen Policy #28 - Curb Cut Policy.

and found the work
to be in compliance with the Board

Director, Department of Public Works

Date

Building Commissioner Final Approval:
 Approved Disapproved

Certificate of Occupancy

Building Commissioner

Date




PURCHASE & SALE -- RELINQUISHING EASEMENT

32. By executing this Agreement, the BUYER and the SELLER hereby grant to their attorneys, the actual authority to bind them for the sole limited purpose of allowing them to grant extensions and the SELLER and the BUYER shall be able to rely upon signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them.

33. BUYER acknowledges and agrees that SELLER shall record a Termination of Easement for that certain Easement recorded with the Barnstable County Registry of Deeds in Book 10392, Page prior to Closing and that BUYER accepts the Premises without any claim, right or title to such Easement. SELLER's duty to perform under this Agreement is conditional on the Termination of Easement being recorded prior to Closing.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.


Larry E. Lown 2010 Special Trust,

Larry E. Lown, Individually and as Trustee


John G. Kelber, Individually and as Trustee



Jonathan R. Funke, Buyer



Kelly Macmanus Funke, Buyer

TERMINATION OF EASEMENT OVER 120 OLD COUNTY ROAD

N O T N O T
A N A N
O F F I C I A L O F F I C I A L
C O P Y C O P Y

120 Old County Road, Truro, MA

WHEREAS, John G. Keller and Larry E. Lown, Individually and as Trustees of the Larry E. Lown 2010 Special Trust, u/d/t dated February 24, 2010, evidenced by Trustee Certificate recorded in the Barnstable Registry of Deeds in Book 24963, Page 280, (the "Grantors") are the owners of the land shown as LOT B on a plan of land entitled "Supplementary June, 1996 Division Plan of Land in Truro made for Ira and Phyllis Wender Scale 1" = 40 ft. Nov., 1981 Slade Associates, Inc., Registered Land Surveyors, E. Main Street, at Route 6, Wellfleet, MA 02667" and recorded with the Barnstable County Registry of Deeds in Plan Book 527, Page 74 (the "Subdivision Plan") by virtue of a deed from Larry E. Lown, Trustee, dated February 24, 2010 and recorded with said Deeds in Book 24963, Page 278;

WHEREAS John G. Keller, of 120 Old County Road, Truro, MA 02666 (the "Grantee"), is the owner of the land shown as LOT A on the Subdivision Plan by virtue of a deed from John G. Keller, Trustee, dated March 21, 2013 and recorded with said Deeds in Book 27226, Page 305;

WHEREAS the Grantors, as the owners of said LOT B, are the owners and holders of a perpetual right and easement to construct and maintain a driveway and pass and repass by vehicular traffic or otherwise, for driveway purposes over a strip of land located on said LOT A by virtue of an Easement from Phyllis Wender to Ira Tensard Wender dated July 26, 1996 and recorded with said Deeds in Book 10392, Page 71 (the "Easement"); and

WHEREAS a new curb cut has been created providing access to LOT B from Old County Road;

NOW THEREFORE, for consideration paid of ONE DOLLAR and 00/100 John G. Keller and Larry E. Lown, Individually and as Trustees of the Larry E. Lown 2010 Special Trust, u/d/t dated February 24, 2010 hereby terminate, extinguish, discharge and release to John G. Keller and all those claiming by through or under him, said Easement and any and all rights acquired pursuant to said Easement.

SIGNATURES ON THE FOLLOWING PAGES

NOT AN OFFICIAL WITNESS my hand and seal this 4 day of December, 2020 COPY

Larry E. Lown, Trustee NOT AN OFFICIAL COPY

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss

On this 4th day of December, 2020, before me, the undersigned notary public, personally appeared the above-named Larry E. Lown, Individually and as Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was MAFDL to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.



NANCY L. BOUCHER Notary Public Commonwealth of Massachusetts My Commission Expires July 25, 2025

Nancy L. Boucher Notary Public: NANCY L. BOUCHER My Commission expires: 7/25/25

APPLICATION FOR DISPOSAL SYSTEM CONSTRUCTION PERMIT

Application for a Permit to Construct (X) Repair () Upgrade () Abandon () Complete System Individual Components

<u>126 Old County Road</u> Map/Parcel # <u>59/180</u>		<u>Pa Box 677, 120 Old County Rd.</u> Owner's Name Address	
Lot# <u>Felco, Inc</u>		Telephone # <u>508 349 1777</u>	
Installer's Name <u>Felco, Inc</u> Address <u>PO Box 1366, Streets</u>		Designer's Name <u>F Felco Inc</u> Address <u>PO Box 1366, Streets</u>	
Telephone # <u>508-255-8114</u>		Telephone # <u>508-335-8114</u>	

Type of Building: Single Family House Lot Size 40 511 Sq. feet
 Dwelling - No. of Bedrooms _____ Garbage Grinder ()
 Other - Type of Building _____ No. of persons _____ Showers () Cafeteria ()
 Other fixtures _____

Design Flow (min. required) _____ gpd Calculated design flow _____ gpd Design flow provided _____ gpd
 Plan: Date 8/16/2020 Number of sheets _____ Revision Date _____

Description of Soil(s) _____ Name of Soil Evaluator _____ Date of Evaluation _____
 Soil Evaluator Form No. _____
 DESCRIPTION OF REPAIRS OR ALTERATIONS _____

The undersigned agrees to install the above described Individual Sewage Disposal System in accordance with the provisions of TITLE 5 and further agrees not to place the system in operation until a Certificate of Compliance has been issued by the Board of Health.

Signed [Signature] Date Sept 15, 2020

Inspections _____

FORM 1 - APPLICATION FOR DSCP

No. 20-043 THE COMMONWEALTH OF MASSACHUSETTS Fee _____
 BOARD OF HEALTH
 TOWN OF TRURO

CERTIFICATE OF COMPLIANCE

Description of Work: Individual Component(s) Complete System

The undersigned hereby certify that the Sewage Disposal System: Constructed (), Repaired (), Upgraded (), Abandoned ()
 by: _____
 at _____

has been installed in accordance with the provisions of 310 CMR 15.00 (Title 5) and the approved design plans/as-built plans relating to application No. _____ dated _____ Approved Design Flow _____ (gpd)
 Installer: _____
 Designer: _____ Inspector _____ Date _____

The issuance of this certificate shall not be construed as a guarantee that the system will function as designed.
FORM 3 - CERTIFICATE OF COMPLIANCE

No. 20-043 THE COMMONWEALTH OF MASSACHUSETTS Fee 125-
 BOARD OF HEALTH
 TOWN OF TRURO

DISPOSAL SYSTEM CONSTRUCTION PERMIT

Permission is hereby granted to Construct (X) Repair () Upgrade () Abandon () an individual sewage disposal system at 126 Old County Road as described in the application for Disposal System Construction Permit No. 20-043, dated 9/15/2020.

Provided: Construction shall be completed within three years of the date of this permit. All local conditions must be met.
 Date Rec'd 9/15/2020 Board of Health [Signature]
12/16/2020

FORM 2 - DSCP

NOTES: FINAL GRADING AROUND DWELLING AND DRIVE TO BE DETERMINED BY OWNER AND BUILDER ON SITE.

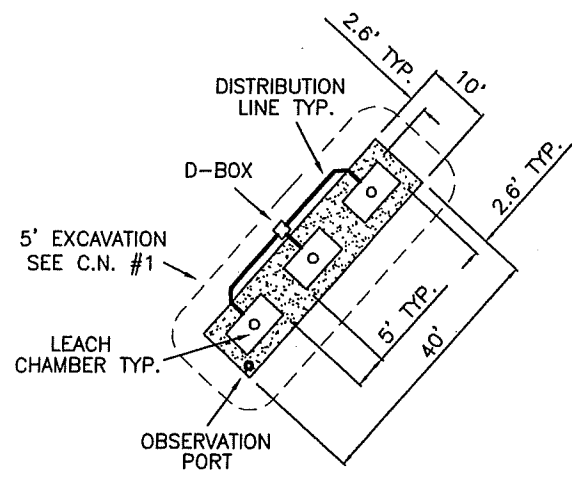
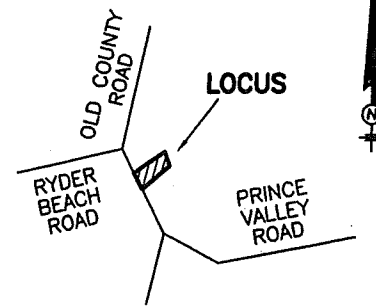
VERIFY BUILDING HEIGHT AND PROPOSED FOUNDATION ELEVATION WITH BUILDING DEPARTMENT PRIOR TO CONSTRUCTION.

THIS PLAN REQUIRES NHESP REVIEW. PROVIDE TEMPORARY WORK LIMIT DELINEATED FOR ASSOCIATED CONSTRUCTION TO MINIMIZE SITE DISTURBANCE. UPON WORK COMPLETION, REVEGETATE AND STABILIZE ALL DISTURBED AREAS.

PLAN REFERENCES:
DEED BOOK 24963 PAGE 278
PLAN BOOK 359 PAGE 55

LOCUS

(NO SCALE)

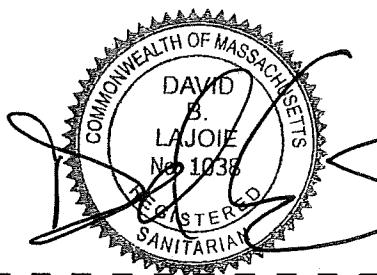
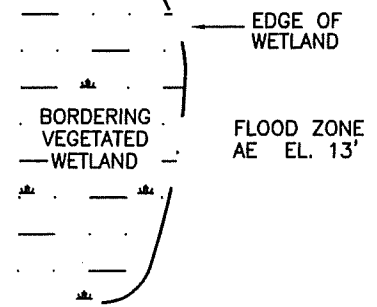
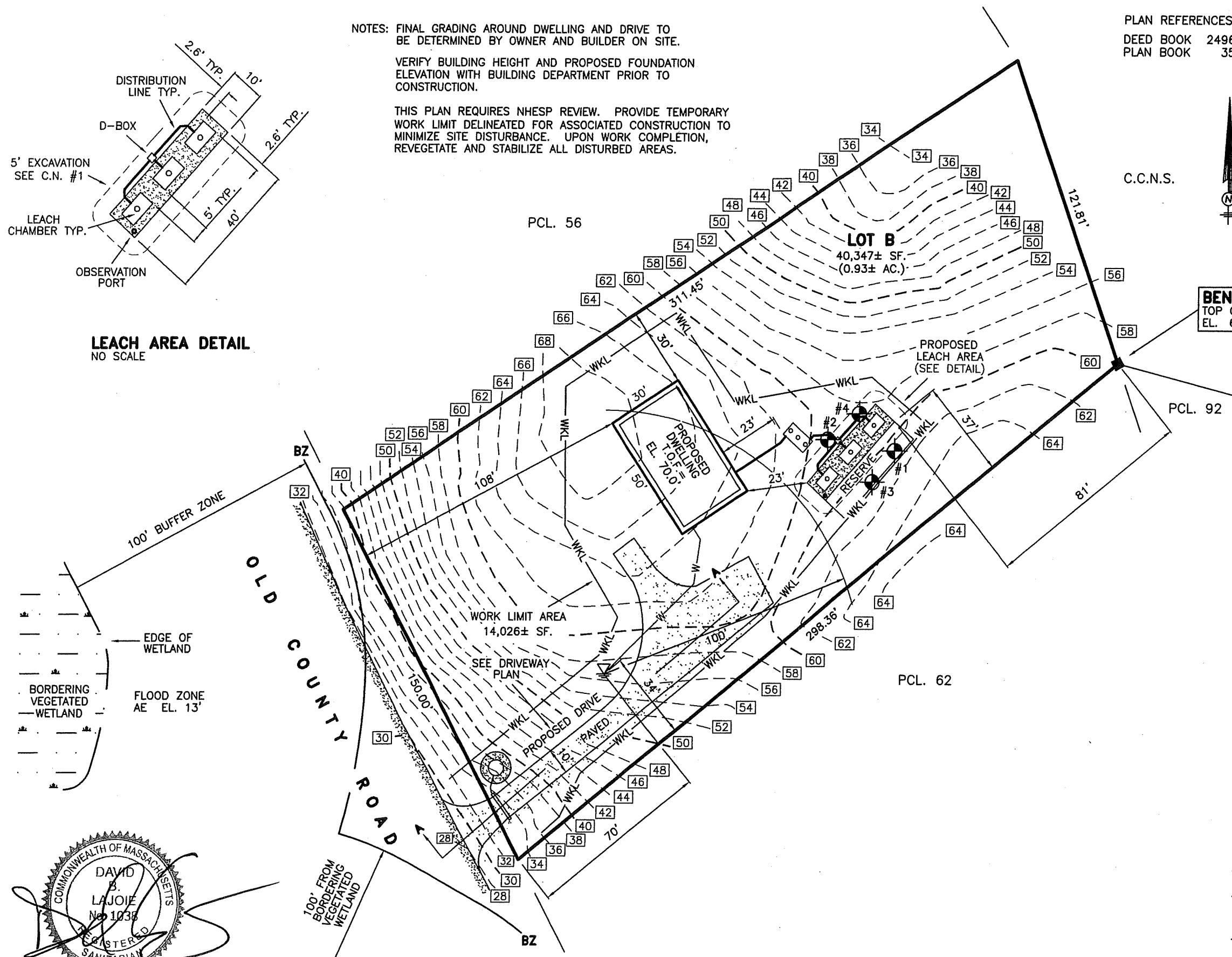


LEACH AREA DETAIL
NO SCALE

BENCHMARK
TOP OF GRANITE BOUND
EL. 60.7' MSL±

LEGEND

- EXISTING CONTOUR
- W- PROPOSED WATER LINE (APPROX.)
- ⊙ TEST HOLE
- ○ ○ PROPOSED SEPTIC TANK
- PROPOSED CONTOUR (SEE NOTES)
- ∇ PROPOSED WELL
- WKL- PROPOSED NHESP WORK LIMIT
- ⊗ PROPOSED TRENCH DRAIN AND LEACH BASIN



12-10-2020

THIS PLAN IS PREPARED FOR COMPLIANCE WITH 310 CMR 15.000.
ALL WELLS NOT SHOWN EXCEED 200' FROM LOCUS SEWAGE.
VERIFY ZONING AND UTILITY SETBACK DIMENSIONS PRIOR TO CONSTRUCTION.

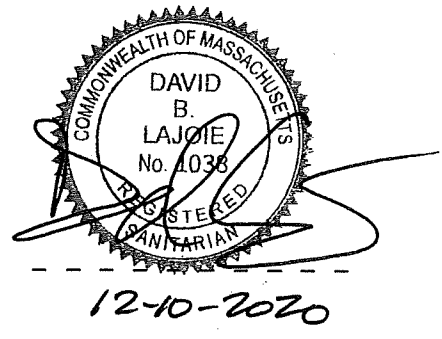
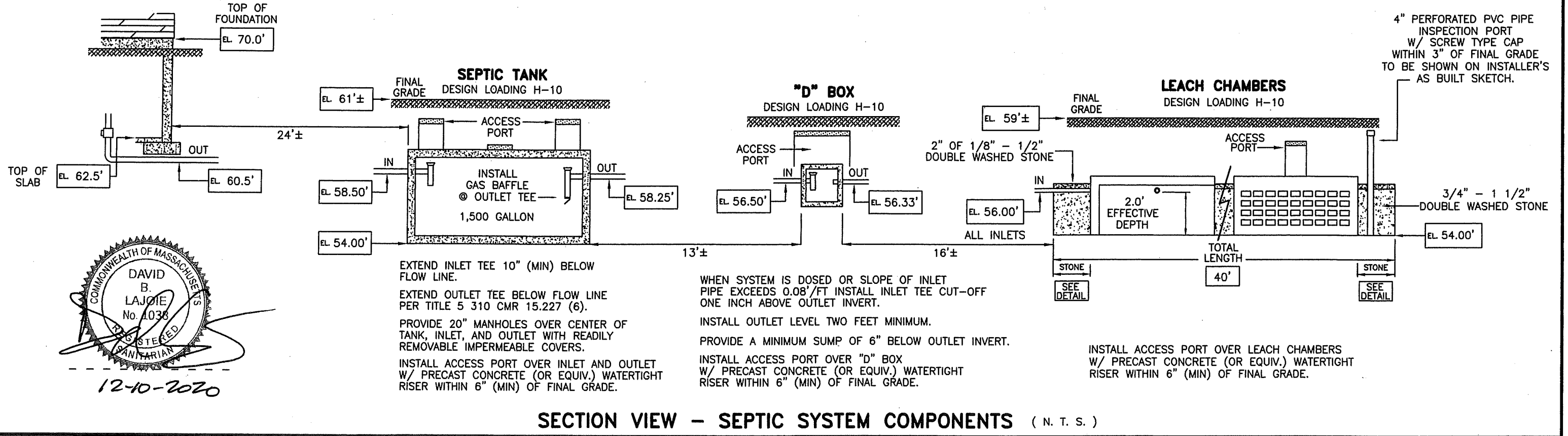
FELCO, INC.
ENGINEERING - LAND SURVEYING
P.O. BOX 1366 ORLEANS, MA 02653
(508) 255-8141 WWW.FELCOENGINEERING.COM

SITE & SEWAGE PLAN

LOCUS: **126 OLD COUNTY ROAD**
TRURO, MA
PREPARED FOR: **LARRY LOWN**
P.O. BOX 697
TRURO, MA 02666-0697

11-26-2020	WELL SITE
10-27-2020	DRIVE
REVISIONS	

REFERENCE: ASSR'S MAP	59	PARCEL	91
SCALE :	1" = 40'	DATE :	4-2-2020
SHEET No.	1 OF 2	JOB No.	20015



EXTEND INLET TEE 10" (MIN) BELOW FLOW LINE.
 EXTEND OUTLET TEE BELOW FLOW LINE PER TITLE 5 310 CMR 15.227 (6).
 PROVIDE 20" MANHOLES OVER CENTER OF TANK, INLET, AND OUTLET WITH READILY REMOVABLE IMPERMEABLE COVERS.
 INSTALL ACCESS PORT OVER INLET AND OUTLET W/ PRECAST CONCRETE (OR EQUIV.) WATERTIGHT RISER WITHIN 6" (MIN) OF FINAL GRADE.

WHEN SYSTEM IS DOSED OR SLOPE OF INLET PIPE EXCEEDS 0.08'/FT INSTALL INLET TEE CUT-OFF ONE INCH ABOVE OUTLET INVERT.
 INSTALL OUTLET LEVEL TWO FEET MINIMUM.
 PROVIDE A MINIMUM SUMP OF 6" BELOW OUTLET INVERT.
 INSTALL ACCESS PORT OVER "D" BOX W/ PRECAST CONCRETE (OR EQUIV.) WATERTIGHT RISER WITHIN 6" (MIN) OF FINAL GRADE.

INSTALL ACCESS PORT OVER LEACH CHAMBERS W/ PRECAST CONCRETE (OR EQUIV.) WATERTIGHT RISER WITHIN 6" (MIN) OF FINAL GRADE.

SECTION VIEW - SEPTIC SYSTEM COMPONENTS (N.T.S.)

DEEP OBSERVATION HOLE LOG

1. EL. 61.0' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	LOWEST ELEVATION	HORIZON	TEXTURE	STRUCTURE	MOTTLING	CONSISTENCE
0.0'		O	ORGANICS			
0.5'	60.5'					
1.0'	60.0'	A	LOAMY SAND	NO	NO	LOOSE
3.0'	58.0'	B	LOAMY SAND	NO	NO	LOOSE
10.0'	51.0'	C	MEDIUM SAND	NO	NO	LOOSE
			PERC @ 5' <2 MIN/IN			

4. EL. 59.0' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	LOWEST ELEVATION	HORIZON	TEXTURE	STRUCTURE	MOTTLING	CONSISTENCE
0.0'		O	ORGANICS			
0.5'	58.5'					
1.3'	57.7'	A	LOAMY SAND	NO	NO	LOOSE
3.0'	56.0'	B	LOAMY SAND	NO	NO	LOOSE
11.0'	48.0'	C	MEDIUM SAND	NO	NO	LOOSE
			PERC RATE <2 MIN/IN			

2. EL. 61.0' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	LOWEST ELEVATION	HORIZON	TEXTURE	STRUCTURE	MOTTLING	CONSISTENCE
0.0'		O	ORGANICS			
0.5'	60.5'					
1.0'	60.0'	A	LOAMY SAND	NO	NO	LOOSE
3.0'	58.0'	B	LOAMY SAND	NO	NO	LOOSE
11.0'	50.0'	C	MEDIUM SAND	NO	NO	LOOSE
			PERC @ 5' <2 MIN/IN			

3. EL. 58.5' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	LOWEST ELEVATION	HORIZON	TEXTURE	STRUCTURE	MOTTLING	CONSISTENCE
0.0'		O	ORGANICS			
0.5'	58.0'					
1.0'	57.5'	A	LOAMY SAND	NO	NO	LOOSE
3.0'	55.5'	B	LOAMY SAND	NO	NO	LOOSE
10.0'	48.5'	C	MEDIUM SAND	NO	NO	LOOSE
			PERC RATE <2 MIN/IN			

CONSTRUCTION NOTES

- EXCAVATE ALL UNSUITABLE SOIL 5' AROUND LEACH AREA DOWN TO MEDIUM SAND AND REPLACE WITH CLEAN MEDIUM SAND.

GENERAL NOTES

- ALL CONTRACTORS AND/OR INSTALLERS ARE RESPONSIBLE FOR PROVIDING AND MAINTAINING A SAFE WORK AREA.
- CONTRACTORS AND/OR INSTALLERS: VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- CONTRACTORS AND/OR INSTALLERS: VERIFY ALL WASTE LINE LOCATIONS PRIOR TO CONSTRUCTION.
- CONSTRUCTION DETAILS TO BE IN ACCORDANCE WITH STATE SANITARY CODE 310 CMR 15.000 AND TOWN BOARD OF HEALTH REQUIREMENTS.
- ELEVATION DATUM IS FROM U.S.G.S. QUAD. MAP. N.A.V.D.
- MUNICIPAL WATER IS AVAILABLE YES NO
- ANY ALTERATIONS TO DESIGN MUST BE APPROVED BY FELCO, INC. AND TOWN BOARD OF HEALTH.
- ALL EXISTING SEWAGE TO BE PUMPED AND FILLED WITH CLEAN MEDIUM SAND.
- SEPTIC TANKS, DOSING CHAMBERS, GREASE TRAPS, AND DISTRIBUTION BOXES SHALL BE INSTALLED WATERTIGHT.
- WHEN SEPTIC TANK, DOSING CHAMBERS, GREASE TRAPS, AND DISTRIBUTION BOXES ARE PLACED IN FILL, PROVIDE A LEVEL STABLE BASE WHICH HAS BEEN MECHANICALLY COMPACTED. VIRGIN GROUND WITH A 6" CRUSHED STONE BASE IS OTHERWISE ADEQUATE.
- GROUND COVER OVER SEPTIC SYSTEM COMPONENTS SHALL NOT EXCEED 36".
- WHEREVER SEWER LINES MUST CROSS WATER SUPPLY LINES, BOTH PIPES SHALL BE CONSTRUCTED OF CLASS 150 PRESSURE PIPE OR EQUIV. AND SHALL BE PRESSURE TESTED TO ASSURE WATERTIGHTNESS.
- ALL SYSTEM COMPONENTS SHALL BE MARKED WITH MAGNETIC MARKING TAPE OR A COMPARABLE MEANS IN ORDER TO LOCATE THEM ONCE BURIED.
- PROVIDE (1) MIN. 4" PERFORATED PVC PIPE INSPECTION PORT PLACED VERTICALLY DOWN TO STONE/SAND INTERFACE W/ SCREW TYPE CAP WITHIN 3" OF FINAL GRADE PER 310 15.240 (13).

DESIGN

FLOW DETERMINATION 2 3 4 BEDROOM DESIGN
 GARBAGE GRINDER NO YES
 FLOW RATE = GAL/DAY
 SEPTIC TANK SIZING:
 x 2.0 = GAL/DAY
 USE: 1,500 GAL
 LEACHING FACILITY CALCULATIONS:
 PERCOLATION RATE IS < MIN/INCH CLASS
 SIDEWALL = (S.F.) x = GAL/DAY
 BOTTOM = (S.F.)
 USE: (3) 4.8' x 8.3' LEACH CHAMBERS
 W/ STONE AS SHOWN IN DETAIL
 = 40' LONG x 10' WIDE x 2' DEEP

FELCO, INC.
 ENGINEERING - LAND SURVEYING

JOB No : 20015	NAME : LOWN
DATE : 4-2-2020	SHEET 2 OF 2
REVISIONS : 10-27-2020 11-26-2020 DRIVE WELL SITE	

jrfunke@outlook.com

From: Jarrod Cabral <jcabral@truro-ma.gov>
Sent: Wednesday, July 28, 2021 9:54 AM
To: Brian Hopkins
Subject: RE: Driveway DPW

Hello, Yes I have that on file with a sketch depicting the topo, this application was approved was approved. The updated sketch with the septic system shows the driveway paved, with no stone or cobble this would be considered an alteration of the approved curb cut.

I'll send out an email to all – Thanks - Jarrod

From: Brian Hopkins <brian@augustusconstruction.com>
Sent: Wednesday, July 28, 2021 9:36 AM
To: Jarrod Cabral <jcabral@truro-ma.gov>
Subject: Fwd: Driveway DPW

Jarrod,
This shows the catch bason on it. Could you revivew this and give me call?
Brian

--

Augustus Construction
Office 1-508-487-7177
Fax 1-508-487-7109

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

EXHIBIT 1

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: 9/14/2021

To the Board of Selectmen
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): Jonathan R Funke & Kelly Macmanus Funke

Address: 1330 5th Ave, APT 2G New York, NY 10026

Phone Number: 1-646-373-1100

Email Address: jrfunke@outlook.com

Curb Cut Street Location: 126 Old County Rd

Affected Town or State road: Truro

Truro Assessor's Map Number: 59 Parcel Number: 91

Name of contractor: Augustus Construction Company Inc.

Contractor Phone Number: 508-487-7177

Contractor Email: office@augustusconstruction.com

Reason/explanation: New Home Build. See attached plans.

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

Applicant's Signature: 

Owner's Signature (if different):  Date: 9/15/2021

Owner's Address (if different): _____

Director, Department of Public Works Preliminary Approval:

_____ Approved _____ Disapproved _____ Not Applicable

Director, Department of Public Works

Date

Chief of Police Approval:

_____ Approved _____ Disapproved _____ Not applicable

Chief of Police

Date

Health and Conservation Agent:

_____ Approved _____ Disapproved

Date

Health & Conservation Agent

Board of Selectmen Approval:

_____ Approved _____ Disapproved

Chairman, Board of Selectmen

Date

Planning Board Approval (if required):

_____ Approved _____ Disapproved _____ Not Applicable

Chairman, Planning Board

Date

Building Commissioner Approval:

_____ Approved _____ Disapproved

Building Permit Number _____

Building Commissioner

Date

Mass Highway Referral (if required):

Date Forwarded _____

Signature

Director, Department of Public Works Declaration of Compliance:

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 Board of Selectmen Policy #28 - Curb Cut Policy.

Director, Department of Public Works Date

Date

Building Commissioner Final Approval:

_____ Approved _____ Disapproved

Certificate of Occupancy _____

Building Commissioner

Date

EXHIBIT 2

TOWN OF TRURO CURB CUT DESIGN AND CONSTRUCTION REQUIREMENTS

General: Any owner of property abutting Town or State roads shall, before beginning any construction, make written application to the Board of Selectmen, in duplicate. The application will be accompanied by a plan showing the following:

1. Complete plans drawn to scale on the property in question, including the location of property lines and all existing driveways, using a scale of no less than 40' = 1".
2. Indication of any drive that is to be altered or closed.

The following additional requirements must be met and agreed upon by the applicant/owner:

1. The applicant must furnish a list of all materials, including any necessary signs, to be part of any construction within the Town or State layout.
2. All work and material shall meet the standards of the Town of Truro and/or the Mass Highway requirements, if applicable.
3. Any alterations to the original application shall require a new permit.
4. All curb cuts and street approaches will be inspected during and after construction, and the Town has the right to stop work until such time as any objectionable conditions are corrected at the applicant/owner's expense.
5. The cost of any/all construction and maintenance of any work to take place within the Town or State layout; all materials and labor; and any work specified and approved by the Board of Selectmen, shall be borne by the applicant/owner, their grantees, successors and assignees.

Design and Construction Requirements:

Driveways should be located to the best advantage with regard to the road alignment, profile, sight distance conditions, road safety, and so forth.

The standards call for not more than one (1) curb cut for any one property. A variance may be granted by the Board of Selectmen, subject to an individual need.

The radius of a private driveway may not extend beyond the private owner's property line without the abutting owner's written consent.

All driveways or private road entrances or exits shall be hot mixed and bermed, oiled, or hardened with such materials to the road/property sideline so as to prevent erosion of such driveway/private road entrance or exit which would cause sand or material to be washed onto Town or State roads. This should be completed as soon as possible, weather permitting.

9/14/2021
Board of Selectman
Town Of Truro

Dear Board members,

Attached you will find a (1) curb cut permit application for 126 Old County Road Truro; (2) Engineered plans for the driveway including location of driveway, house & proposed guest house. (3) Additional information regarding Exhibit 2, curb cut design and construction requirements.

The engineering firm, Felco Inc. does not think the end of the driveway intrudes into the wetland buffer area.

I have applied for an administrative review with Town of Truro Conservation, see attached.

Please let me know if there is anything else you need.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Hopkins", with a long horizontal flourish extending to the right.

Brian Hopkins
Augustus Construction Company Inc.
314 route 6 Truro MA 02666
office@augustusconstruction.com
508-487-7177

Exhibit 2 Curb Cut Design & Construction Requirements

General

1. Included
2. Not applicable

Additional requirements

1. Included Materials List
2. Understood
3. Understood
4. Understood
5. Understood

Materials List

1. Re-claimed asphalt base
2. Paved Asphalt
3. Trench drain with deep leach galleys; manhole cover or other means will be provided to clean out the drain.

Submitted by Brian Hopkins
Augustus Construction Company Inc.
314 route 6, Truro MA 02666
508-487-7177
office@augustusconstruction.com

REFERENCE FELCO, INC. SITE AND SEWAGE PLAN #20015
 DATED REVISED 9-14-2021 FOR FURTHER SITE DETAILS.
 ALSO SEE ARCHITECT'S PLAN BY STEPHEN A. MAGLIOCO ASSOCIATES
 DATED 7-9-2021.

PCL. 56

311.45'

BZ

LOT B
 40,347 ± SF.

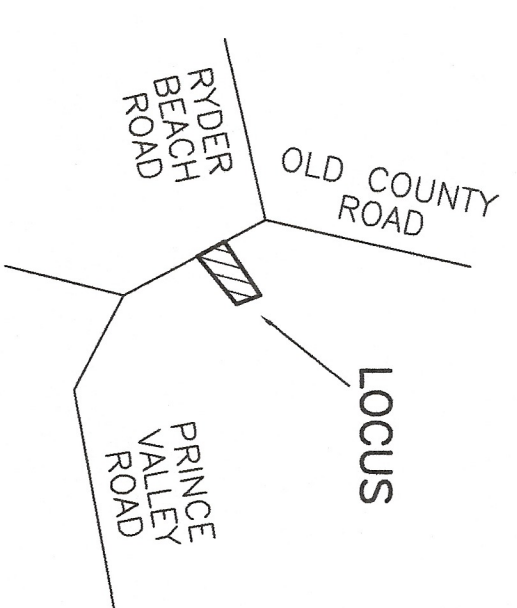
STEPPED OR SLOPING
 RETAINING WALL
 OUTDOOR
 STORAGE

PROPOSED
 DWELLING
 T.O. FIRST FLOOR
 EL. 69.0'

PROPOSED
 GUEST HSE.
 T.O. FDN =
 EL. 62.0'



LOCUS
 (NO SCALE)



LEGEND

- EXISTING CONTOUR
- - - PROPOSED CONTOUR
- TRENCH
- ▨ "TURN 2886 WIDE REVEAL" TRENCH DRAIN SYSTEM" OR EQUIV.

CONSTRUCTION NOTES

1. CONFINE ALL EXCAVATED MATERIAL TO PROHIBIT SILTATION ONTO PAVED ROAD SURFACE.
2. STABILIZE SIDE SLOPES WITH APPROPRIATE JUTE NETTING AND PLANT WITH "HARMONY MIX" OR EQUIV.
3. INSTALL (5) 4' X 4' X 4' DEEP LEACH GALLEYS WITH 3' AROUND OF 3/4" - 1 1/2" WASHED STONE.
4. PROVIDE LEACH GALLEYS WITH H-20 VEHICLE LOADING.

PCL. 62

298.36'

OLD COUNTY ROAD

100' FROM
 BORDERING
 VEGETATED
 WETLAND

DRIVEWAY PLAN

LOCUS: 126 OLD COUNTY ROAD

TRURO, MA

PREPARED BY: JONATHAN & KELLY FUNK

DATE: C/O AUGUSTUS CONSTRUCTION

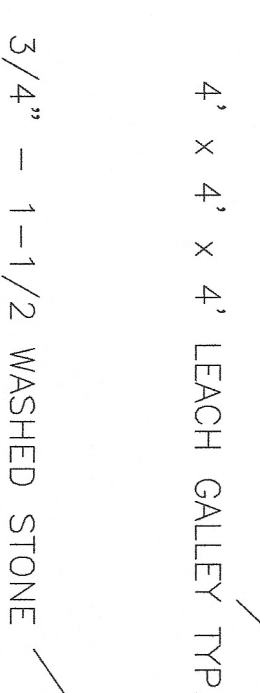
P.O. BOX 1148 TRURO, MA 02868

REFERENCE: ASSR'S MAP 39 PARCEL 91

SCALE: 1"=10' DATE: 9-14-2021

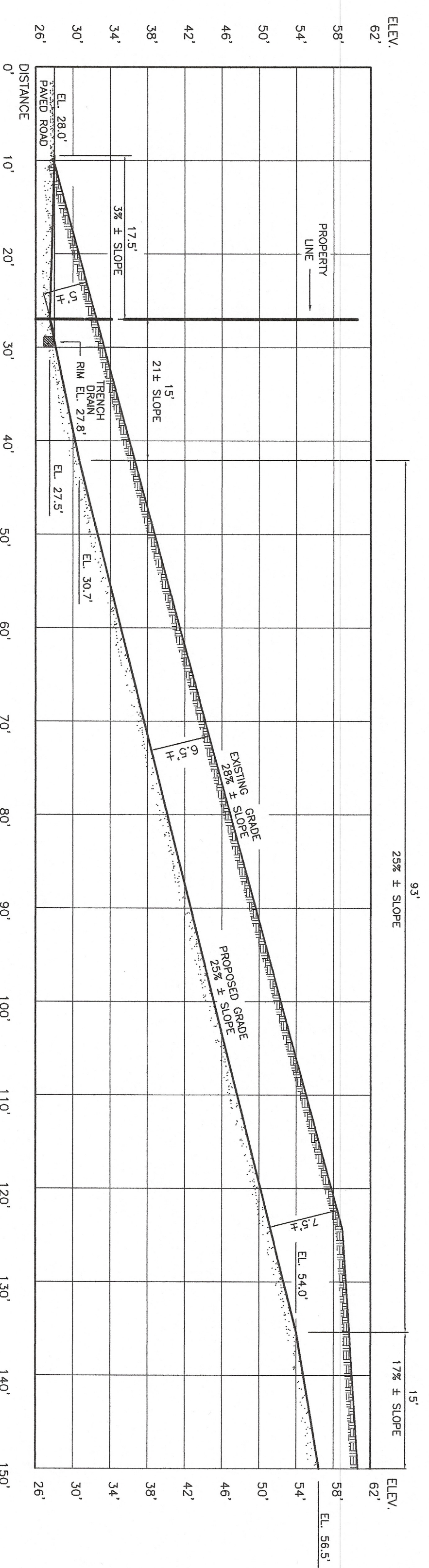
SHEET No. 1 OF 1 JOB No. 20015

REVISIONS



DRIVE DRAINAGE

NO SCALE



SECTION A-A

SCALE: 1"=10'

TOWN OF TRURO
CONSERVATION COMMISSION
P.O. Box 2030
Truro MA 02666-0630

Request for Determination

Project address: 126 Old County Road Map 59 Parcel 91

- Is the project located in a resource area or buffer zone Yes
- Resource Area Type(s): Buffer Zone to Coastal Bank
- If Buffer Zone what is the distance from Resource Area: 27' +/-

Description of project: (list all activities and describe methodology for construction or installation including equipment type if applicable) Regrading per FELCO, Inc. "Driveway Plan". Heavy equipment to be used as is typical for driveway construction.

Attached site plan titles/dates, and any other plan or narratives title/dates: FELCO, Inc. Driveway Plan (Rev. 10/2/21) and Site & Sewage Plan (Rev. 10/2/21).

Describe the best management practices/mitigation that will be used on the site: Work limit to be staked and all disturbed areas to be revegetated with native plants.

Special Conditions required by the Conservation Include: _____

The proposed project is approved subject to the conditions included herein.

The use of town property for beach access or staging of construction materials requires a permit issued by the Board of Selectmen. The owner and applicant/representative are responsible for obtaining this permit prior to work start.

The owner and applicant/representative shall, avoid and otherwise minimize any activities in the buffer zone or in resource areas by use of best management practices on the site, such as:

- Placement of an agreed upon work limit;
- Proper placement of construction materials in developed or already disturbed areas;
- Proper installation/maintenance of erosion control;
- Good housekeeping that includes at a minimum daily trash pickup; no dumping of paint, plaster or concrete on the site but rather, disposing of it properly.

Approval of the project as described herein includes only the scope and specifications reviewed by the Conservation Commission; any changes to this project shall require additional review by the Conservation Commission prior to the work being done. Expansion of the scope of work may result in the applicant being required to file a full notice of intent. Any work done that exceeds the scope defined in the approved application shall be subject to issuance enforcement action; Violation of these conditions may result in issuance of an enforcement Order; non-criminal violation citations to the owner and/or applicant/representative accompanied by fines that accrue per offense and may accrue daily.

By reading and signing this letter of agreement the applicant acknowledges that they have read and understand the terms as stated herein; the scope of this approval is limited to the work described herein; and your signature on this conditional approval is acknowledgement that no work shall go forward until the RDA conditions have been issued by the Conservation Commission.

Applicant/Representative printed name and signature: Jonathan Funke (see owner authorization)
Owners printed name and signature: David Lajoie
David Lajoie

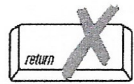
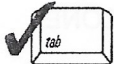


WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. General Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Applicant:

JONATHAN AND KELLY FUNKE

Name

E-Mail Address

C/O AUGUSTUS CONSTRUCTION COMPANY

Mailing Address

P.O. BOX 1148, TRURO

City/Town

MA

State

02666

Zip Code

Phone Number

Fax Number (if applicable)

2. Representative (if any):

FELCO, INC.

Firm

DAVID LAJOIE

Contact Name

info@felcoengineering.com

E-Mail Address

P.O. BOX 1366

Mailing Address

ORLEANS

City/Town

MA

State

02653

Zip Code

508-255-8141 X-105

Phone Number

508-255-2954

Fax Number (if applicable)

B. Determinations

1. I request the TRURO Conservation Commission make the following determination(s). Check any that apply:

- a. whether the **area** depicted on plan(s) and/or map(s) referenced below is an area subject to jurisdiction of the Wetlands Protection Act.
- b. whether the **boundaries** of resource area(s) depicted on plan(s) and/or map(s) referenced below are accurately delineated.
- c. whether the **work** depicted on plan(s) referenced below is subject to the Wetlands Protection Act.
- d. whether the area and/or work depicted on plan(s) referenced below is subject to the jurisdiction of any **municipal wetlands ordinance** or **bylaw** of:

TRURO

Name of Municipality

- e. whether the following **scope of alternatives** is adequate for work in the Riverfront Area as depicted on referenced plan(s).



WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Project Description

1. a. Project Location (use maps and plans to identify the location of the area subject to this request):

126 OLD COUNTY ROAD

Street Address

59

Assessors Map/Plat Number

TRURO

City/Town

91

Parcel/Lot Number

- b. Area Description (use additional paper, if necessary):

THE PROJECT SITE IS A RESIDENTIAL VACANT LOT PARTIALLY WITHIN THE BUFFER ZONE TO A COASTAL BANK. THE BANK IS LOCATED ACROSS A PAVED PUBLIC ROAD.

- c. Plan and/or Map Reference(s):

FELCO, INC. SITE & SEWAGE PLAN - JOB #20015

Title

REV. 10/2/21

Date

FELCO, INC. PRELIM. DRIVEWAY PLAN - JOB #20015

Title

REV. 10/2/21

Date

Title

Date

2. a. Work Description (use additional paper and/or provide plan(s) of work, if necessary):

THE PROPOSED PROJECT IS A NEW DRIVEWAY WITHIN THE BUFFER ZONE TO A COASTAL BANK. THE PROJECT WAS PRESENTED AS A "REQUEST FOR DETERMINATION OF APPLICABILITY" BY THE PREVIOUS OWNER, LARRY LOWN, PRIOR TO CONSTRUCTION OF THE DRIVE. THE DRIVE WAS ROUGHLY CONSTRUCTED BASED ON THE "DETERMINATION OF APPLICABILITY" THAT WAS ISSUED. THE "DETERMINATION OF APPLICABILITY" REQUIRED A NEW FILING FOR ACTUAL PROPOSED CONSTRUCTION. THE COASTAL BANK DELINEATION WAS DETERMINED BY ADDITIONAL TOPOGRAPHIC INFORMATION, AS SHOWN ON THE TWO FELCO, INC. PLANS REFERENCED ABOVE. THESE PLANS SHOW SEVERAL SLOPE CALCULATIONS PLACING THE COASTAL BANK BOUNDARY AT THE WESTERLY SIDE OF OLD COUNTY ROAD. THE REVISED PLANS NOW SHOW THE PARTIALLY CONSTRUCTED DRIVE. THE DRIVE DESIGN REQUIRES A PAVED SURFACE UP THE HILL TO A PROPOSED NEW DWELLING AND GUEST HOUSE. THE 50' AND 100' BUFFER ZONES ARE SHOWN, ALONG WITH PROPOSED REGRADING WITHIN THE 100' BUFFER ZONE, A DRAINAGE SYSTEM FOR THE DRIVE AND A RESTRICTIVE WORK LIMIT.

THE PROJECT ORIGINALLY RECEIVED APPROVAL FROM NHESP ON 5/1/20. THE REVISED PLANS WERE SUBMITTED TO NHESP 9/28/21 FOR REVIEW AND RECEIVED APPROVAL ON 10/8/21. COPIES OF BOTH LETTERS ARE ENCLOSED.



WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Project Description (cont.)

b. Identify provisions of the Wetlands Protection Act or regulations which may exempt the applicant from having to file a Notice of Intent for all or part of the described work (use additional paper, if necessary).

3. a. If this application is a Request for Determination of Scope of Alternatives for work in the Riverfront Area, indicate the one classification below that best describes the project.

- Single family house on a lot recorded on or before 8/1/96
- Single family house on a lot recorded after 8/1/96
- Expansion of an existing structure on a lot recorded after 8/1/96
- Project, other than a single-family house or public project, where the applicant owned the lot before 8/7/96
- New agriculture or aquaculture project
- Public project where funds were appropriated prior to 8/7/96
- Project on a lot shown on an approved, definitive subdivision plan where there is a recorded deed restriction limiting total alteration of the Riverfront Area for the entire subdivision
- Residential subdivision; institutional, industrial, or commercial project
- Municipal project
- District, county, state, or federal government project
- Project required to evaluate off-site alternatives in more than one municipality in an Environmental Impact Report under MEPA or in an alternatives analysis pursuant to an application for a 404 permit from the U.S. Army Corps of Engineers or 401 Water Quality Certification from the Department of Environmental Protection.

b. Provide evidence (e.g., record of date subdivision lot was recorded) supporting the classification above (use additional paper and/or attach appropriate documents, if necessary.)



WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

I further certify that the property owner, if different from the applicant, and the appropriate DEP Regional Office were sent a complete copy of this Request (including all appropriate documentation) simultaneously with the submittal of this Request to the Conservation Commission.

Failure by the applicant to send copies in a timely manner may result in dismissal of the Request for Determination of Applicability.

Name and address of the property owner:

JONATHAN R. AND KELLY MACMANUS FUNKE

Name

1330 FIFTH AVENUE, APT. 2G

Mailing Address

NEW YORK

City/Town

NY

State

10026

Zip Code

Signatures:

I also understand that notification of this Request will be placed in a local newspaper at my expense in accordance with Section 10.05(3)(b)(1) of the Wetlands Protection Act regulations.

Signature of Applicant

Date

Signature of Representative (if any)

David Lajoie
FELCO agent

Date

10/12/21



MASSWILDLIFE

DIVISION OF FISHERIES & WILDLIFE

1 Rabbit Hill Road, Westborough, MA 01581
p: (508) 389-6300 | f: (508) 389-7890
MASS.GOV/MASSWILDLIFE

October 8, 2021

Jonathan & Kelly Funke
c/o Augustus Construction
PO Box 1148
Truro MA 02666

RE: Project Location: 126 Old County Road
Project Description: Single Family Home
Town: TRURO
NHESP File No.: 20-39326

Dear Applicant:

The Natural Heritage & Endangered Species Program of the Massachusetts Division of Fisheries and Wildlife (the "Division") has received and reviewed revised plans (last revised 9/15/2021) for the subject project.

The Division finds that the revised plans do not represent a material change in the plans (dated 4/2/2020) that were previously submitted for review pursuant to the Massachusetts Endangered Species Act (MESA) Regulations. Therefore, the revised plans do not change our original determination (Division letter dated May 1, 2020) that this project **will not result in a prohibited Take** of state-listed rare species, and that original determination stands.

All work is subject to the anti-segmentation provisions (321 CMR 10.16) of the MESA. Any project or activity not included in the revised plans and located within *Priority Habitat* may require an additional filing with the Division for review pursuant to the MESA, if not otherwise exempt. If no physical work is commenced on the proposed project within five years from the date of issuance of our original determination or there is a change to the project, updated information and/or plans must be sent to the Division for review prior to any work.

Please contact Emily Holt, Endangered Species Review Assistant, at (508) 389-6385 with any questions or comments.

Sincerely,

Everose Schlüter, Ph.D.
Assistant Director

MASSWILDLIFE



MASSWILDLIFE

**DIVISION OF
FISHERIES & WILDLIFE**

1 Rabbit Hill Road, Westborough, MA 01581
p: (508) 389-6300 | f: (508) 389-7890
MASS.GOV/MASSWILDLIFE

May 1, 2020

Larry Lown
Larry E Lown 2010 Special Trust
PO Box 697
Truro MA 02666

RE: Project Location: 126 Old County Road, Truro
Project Description: Single Family Home
NHESP File No.: 20-39326

Dear Applicant:

Thank you for submitting the MESA Project Review Checklist, site plans (dated 4/2/2020) and other required materials to the Natural Heritage and Endangered Species Program of the MA Division of Fisheries & Wildlife (the "Division") for review pursuant to the Massachusetts Endangered Species Act (MESA) (MGL c.131A) and its implementing regulations (321 CMR 10.00).

Based on a review of the information that was provided and the information that is currently contained in our database, the Division has determined that this project, as currently proposed, **will not result in a prohibited Take** of state-listed rare species. This determination is a final decision of the Division of Fisheries & Wildlife pursuant to 321 CMR 10.18. Any changes to the proposed project or any additional work beyond that shown on the site plans may require an additional filing with the Division pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project.

Please note that this determination addresses only the matter of state-listed species and their habitats. If you have any questions regarding this letter please contact Emily Holt, Endangered Species Review Assistant, at (508) 389-6385.

Sincerely,

A handwritten signature in cursive script, reading "Everose Schlüter".

Everose Schlüter, Ph.D.
Assistant Director

cc: David Lajoie, FELCO, Inc

MASSWILDLIFE



CO JOB # 20015

Map # 59

PERC TESTS: ①

②

Owner Jonathan &

Pcl # 91

Date: _____

Client Kelly Funke

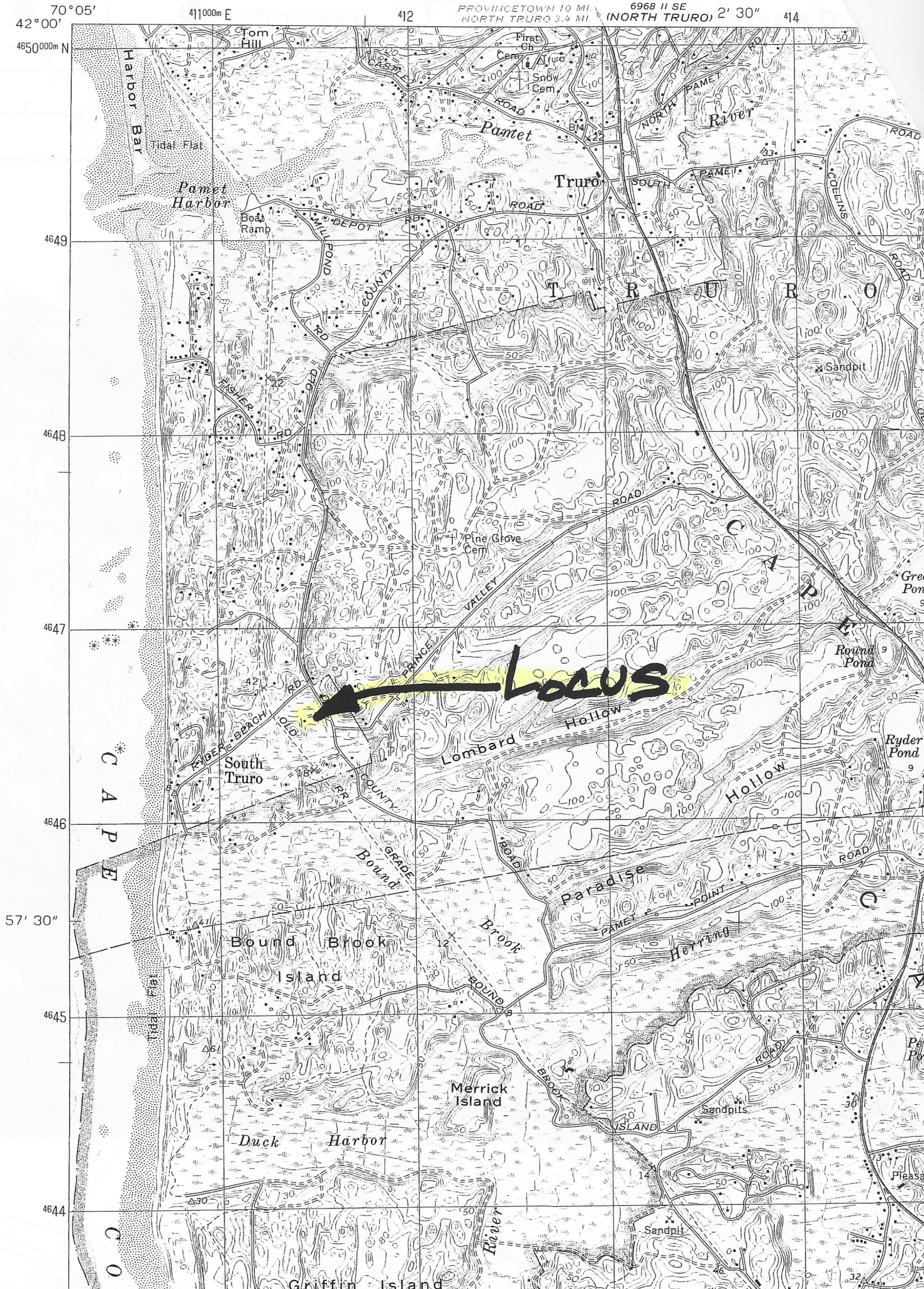
Time: _____

Street # 126 Old County Rd. Town Thuro

Digsafe: # _____



GEOLOGICAL SURVEY



70° 05'
42° 00'
4550000m N

411000m E

412

PROVINCETOWN 10 MI.
NORTH TRURO 3.4 MI.

6968 11 SE
(NORTH TRURO) 2' 30" 414

57' 30"

4644



Truro Select Board

Tuesday, February 8, 2022

Regular Meeting-5:00pm

7. CONSENT AGENDA

A. Review/Approve and Authorize Signature:

1. None

B. Review and Approve Appointment Renewals: None

C. Review and Approve Application for a Curb Cut: 126 Old County Road; 33 Old County Road

D. Review and Approve Select Board Minutes: Regular Minutes of 01.11.2022

8. Select Board Reports/Comments

9. Town Manager Report

10. Next Meeting Agenda: Regular Meeting-February 22, 2022



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: February 8, 2022

ITEM: Two Curb Cut Applications

EXPLANATION: The first Curb Cut Application has been submitted for 126 Old County Road. This is a new home build.

The second Curb Cut Application has been submitted for 33 Old County Road. This is a proposal for a new driveway to a proposed dwelling.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Curb cut will not be permitted.

SUGGESTED ACTION: *(1)Motion to approve the curb cut for 126 Old County Road.
(2)Motion to approve the curb cut for 33 Old County Road.*

ATTACHMENTS:

1. Curb Cut Application for 126 Old County Road with plans and planting plan.
2. Curb Cut Application for 33 Old County Road with plans.



EXHIBIT 1

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: 9/14/2021

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

RCVD 2021SEP16 09:10
ADMINISTRATIVE OFFICE
TOWN OF TRURO

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): Jonathan R Funke & Kelly Macmanus Funke

Address: 1330 5th Ave, APT 2G New York, NY 10026

Phone Number: [REDACTED]

Email Address: [REDACTED]

Curb Cut Street Location: 126 Old County Rd

Affected Town or State road: Truro

Truro Assessor's Map Number: 59 Parcel Number: 91

Name of contractor: Augustus Construction Company Inc.

Contractor Phone Number: 508-487-7177

Contractor Email: office@augustusconstruction.com

Reason/explanation: New Home Build. See attached plans.

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

Applicant's Signature: 

Owner's Signature (if different):  Date: 9/15/2021

Owner's Address (if different): _____

Application for a Curb Cut Permit
Page 2

Director, Department of Public Works Preliminary Approval:

Approved Disapproved Not Applicable

[Signature]
Director, Department of Public Works

9.16.2021
Date

Chief of Police Approval:

Approved Disapproved Not applicable

[Signature]
Chief of Police

9.16.2021
Date

Health and Conservation Agent:

Approved Disapproved

[Signature]
Health & Conservation Agent

12/16/2021
Date

Board of Selectmen Approval:

Approved Disapproved

Chairman, Board of Selectmen

Date

Planning Board Approval (if required):

Approved Disapproved Not Applicable

Chairman, Planning Board

Date

Building Commissioner Approval:

Approved Disapproved Building Permit Number _____

Building Commissioner

Date

Mass Highway Referral (if required):

Date Forwarded _____
Signature _____

Director, Department of Public Works Declaration of Compliance:

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 Board of Selectmen Policy #28 - Curb Cut Policy.

Director, Department of Public Works Date _____

Building Commissioner Final Approval:

Approved Disapproved Certificate of Occupancy _____

Building Commissioner

Date

EXHIBIT 2

TOWN OF TRURO CURB CUT DESIGN AND CONSTRUCTION REQUIREMENTS

General: Any owner of property abutting Town or State roads shall, before beginning any construction, make written application to the Board of Selectmen, in duplicate. The application will be accompanied by a plan showing the following:

1. Complete plans drawn to scale on the property in question, including the location of property lines and all existing driveways, using a scale of no less than 40' = 1".
2. Indication of any drive that is to be altered or closed.

The following additional requirements must be met and agreed upon by the applicant/owner:

1. The applicant must furnish a list of all materials, including any necessary signs, to be part of any construction within the Town or State layout.
2. All work and material shall meet the standards of the Town of Truro and/or the Mass Highway requirements, if applicable.
3. Any alterations to the original application shall require a new permit.
4. All curb cuts and street approaches will be inspected during and after construction, and the Town has the right to stop work until such time as any objectionable conditions are corrected at the applicant/owner's expense.
5. The cost of any/all construction and maintenance of any work to take place within the Town or State layout; all materials and labor; and any work specified and approved by the Board of Selectmen, shall be borne by the applicant/owner, their grantees, successors and assignees.

Design and Construction Requirements:

Driveways should be located to the best advantage with regard to the road alignment, profile, sight distance conditions, road safety, and so forth.

The standards call for not more than one (1) curb cut for any one property. A variance may be granted by the Board of Selectmen, subject to an individual need.

The radius of a private driveway may not extend beyond the private owner's property line without the abutting owner's written consent.

All driveways or private road entrances or exits shall be hot mixed and bermed, oiled, or hardened with such materials to the road/property sideline so as to prevent erosion of such driveway/private road entrance or exit which would cause sand or material to be washed onto Town or State roads. This should be completed as soon as possible, weather permitting.

9/14/2021
Board of Selectman
Town Of Truro

Dear Board members,

Attached you will find a curb cut permit application for 126 Old County Road Truro;
Engineered plan for the driveway. Additional information regarding Exhibit 2, curb cut
design and construction requirements.

The engineering firm, Felco Inc. does not think the end of the driveway intrudes into the
wetland buffer area.

Please let me know if there is anything else you need.

Sincerely,



Brian Hopkins
Augustus Construction Company Inc.
314 route 6 Truro MA 02666
office@augustusconstruction.com
508-487-7177

Exhibit 2 Curb Cut Design & Construction Requirements

General

1. Included
2. Not applicable

Additional requirements

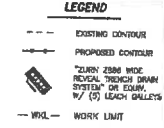
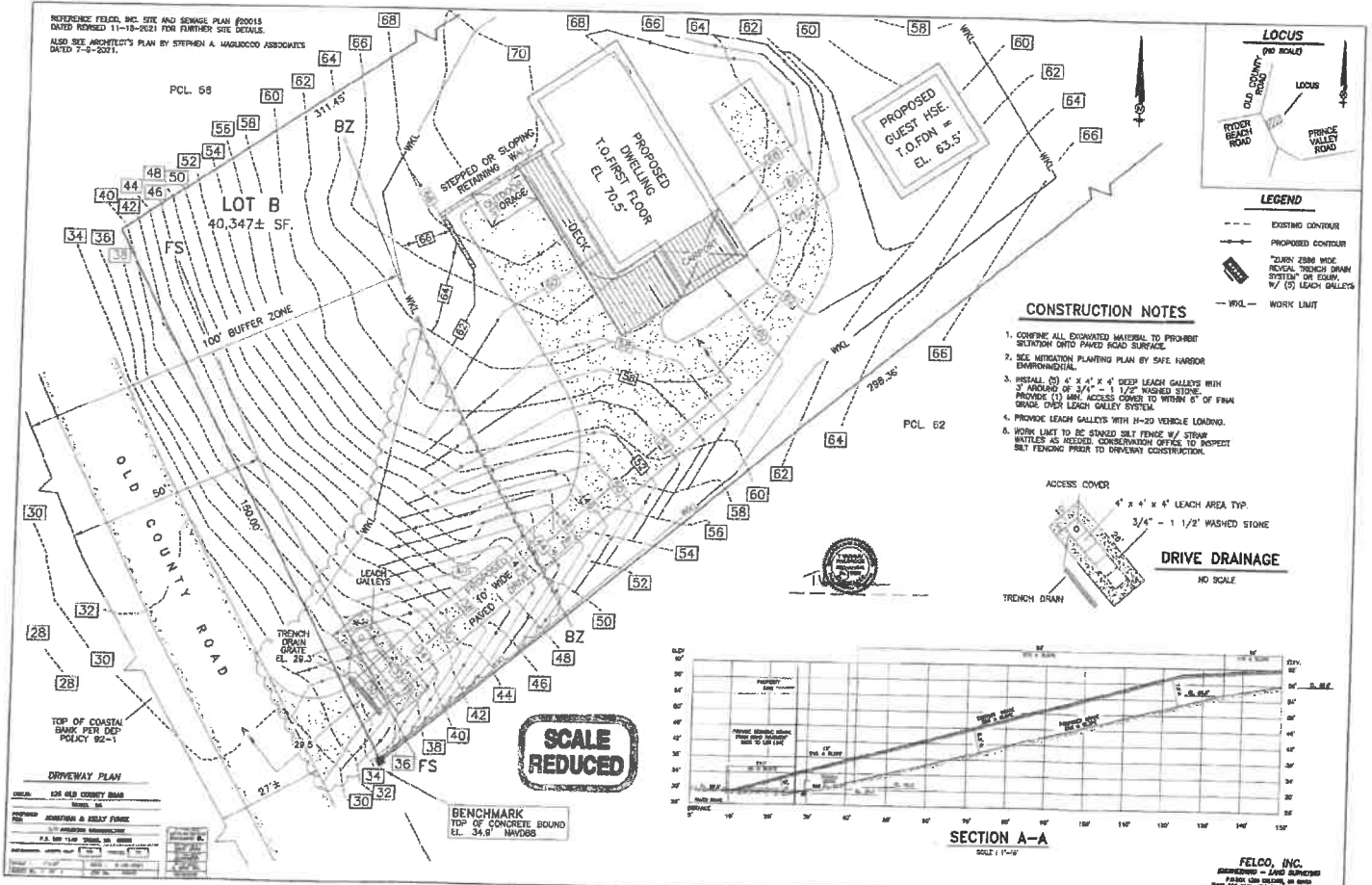
1. Included Materials List
2. Understood
3. Understood
4. Understood
5. Understood

Materials List

1. Re-claimed asphalt base
2. Paved Asphalt
3. Trench drain with deep leach galleys; manhole cover or other means will be provided to clean out the drain.

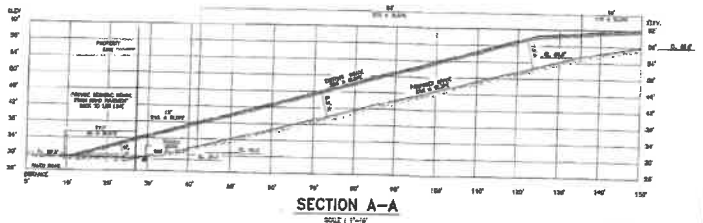
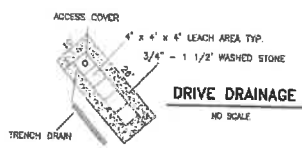
Submitted by Brian Hopkins
Augustus Construction Company Inc.
314 route 6, Truro MA 02666
508-487-7177
office@augustusconstruction.com

REFERENCE FELCO, INC. SITE AND SEWAGE PLAN #00015
 DATED FEBRUARY 11-18-2023 FOR FURTHER SITE DETAILS.
 ALSO SEE ARCHITECT'S PLAN BY STEPHEN A. MAGLIUCCO ASSOCIATES
 DATED 7-6-2021.

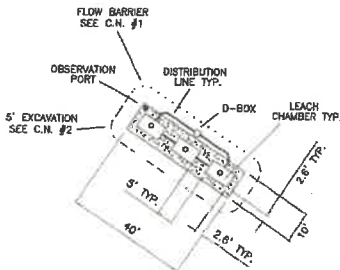


CONSTRUCTION NOTES

1. CONTINUE ALL EXCAVATED MATERIAL TO PROVIDE SITUATION ONTO PAVED ROAD SURFACE.
2. SEE MITIGATION PLANNING PLAN BY SAFE HARBOR ENVIRONMENTAL.
3. INSTALL (A) 4' x 4' x 4' DEEP LEACH GALLEYS WITH 3' MINIMUM OF 3/4" - 1 1/2" WASHED STONE PROVIDE (1) 4" ACCESS COVER TO WITHIN 6" OF FINH GRADE OVER LEACH GALLEY SYSTEM.
4. PROVIDE LEACH GALLEYS WITH H-20 VEHICLE LOADING.
5. WORK LIMIT TO BE GRADED SILE FENCE W/ STEEL BATTERIES AS NEEDED CONSTRUCTION OFFICE TO PREVENT SILT FENCING PRIOR TO DRIVEWAY CONSTRUCTION.



FELCO, INC.
 ENGINEERING - LAND SURVEYING
 10000 W. 100th St., Suite 100
 Overland Park, KS 66211
 913-241-1111

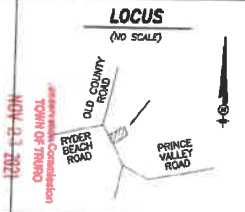


LEACH AREA DETAIL
NO SCALE

NOTES: FINAL GRADING AROUND DWELLING AND DRIVE TO BE DETERMINED BY OWNER AND BUILDER ON SITE.
SEE FELCO, INC. "DRIVEWAY PLAN" DATED REVISED 11-18-21 FOR ADDITIONAL DRIVEWAY DETAILS.
VERIFY BUILDING HEIGHT AND PROPOSED FOUNDATION ELEVATION WITH BUILDING DEPARTMENT PRIOR TO CONSTRUCTION.
SEE PRIOR NHESP APPROVAL FOR CONSTRUCTION UNDER NHESP FILE NO: 20-38326. THIS REVISED PROJECT WAS APPROVED BY NHESP ON 10-8-2021.
SEE MITIGATION PLAN BY SAFE HARBOR ENVIRONMENTAL.

PLAN REFERENCES:
DEED BOOK 33553 PAGE 204
PLAN BOOK 359 PAGE 55

C.C.N.S.



LEGEND

- - - EXISTING CONTOUR
- W- PROPOSED WATER LINE (APPROX.)
- ⊕ TEST HOLE
- □ □ PROPOSED SEPTIC TANK
- PROPOSED CONTOUR (SEE NOTES)
- ⊕ PROPOSED WELL
- WKL- PROPOSED NHESP WORK LIMIT
- ▭ PROPOSED TRENCH DRAIN AND (S) LEACH GALLEYS
- PROPOSED CLEANOUT
- 31.7' SPOT ELEVATION

BENCHMARK
TOP OF GRANITE BOUND
EL. 62.2' NAVD83



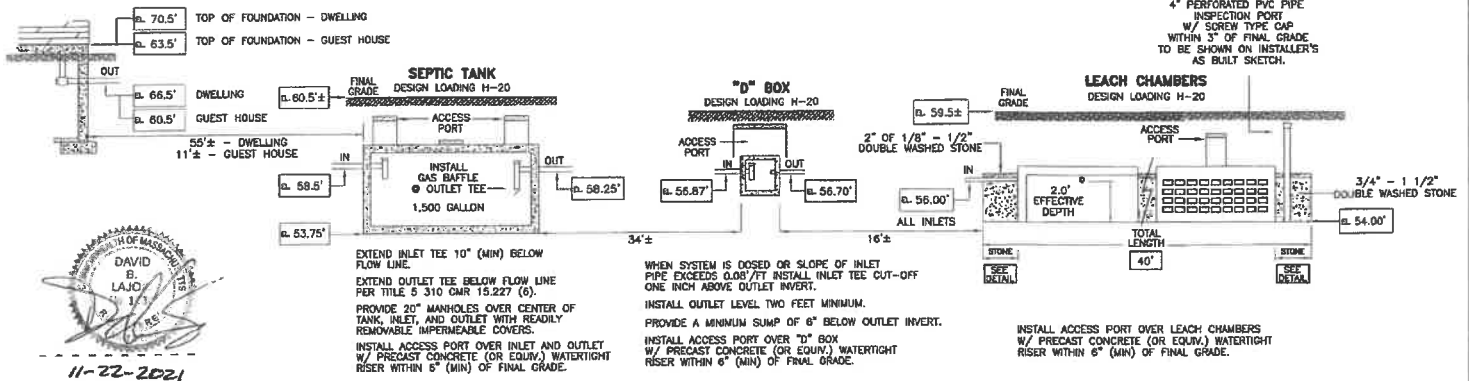
SITE & SEWAGE PLAN

LOCUS:	126 OLD COUNTY ROAD	
	TRURO, MA	
PREPARED FOR:	JONATHAN & KELLY FUNKE	
	C/O AUGUSTUS CONSTRUCTION	
	P.O. BOX 1148 TRURO, MA 02666	
REFERENCE: ASSR'S MAP	59	PARCEL 91
SCALE :	1" = 40'	DATE : 4-2-2020
SHEET No.	1 OF 2	JOB No. 20015

11-18-2021	NAVDSB EL.
10-13-2021	MISC. DIM'S
10-2-2021	C. BANK DEL
9-16-2021	DRIVE DETAILS
8-6-2021	GUEST HOUSE & WKL
6-15-2021	DWELLING LOC. & WKL
4-7-2021	OWNER DWELLING & DRIVE
11-28-2020	WELL SITE
10-27-2020	DRIVE
REVISIONS	

FELCO, INC.
ENGINEERING - LAND SURVEYING
P.O. BOX 1386 ORLEANS, MA 02653
(508) 255-8141 WWW.FELCOENGINEERING.COM

THIS PLAN IS PREPARED FOR COMPLIANCE WITH 310 CMR 15.000.
ALL WELLS NOT SHOWN EXCEED 200' FROM LOCUS SEWAGE.
VERIFY ZONING AND UTILITY SETBACK DIMENSIONS PRIOR TO CONSTRUCTION.



SECTION VIEW - SEPTIC SYSTEM COMPONENTS (N . T . S .)

DEEP OBSERVATION HOLE LOG

1. EL. 62.5' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH
0.0'	0.5'	1.0'	3.0'	10.0'	PERC @ 8\"/>					
0.0'	0.5'	1.0'	3.0'	10.0'	PERC @ 8\"/>					

4. EL. 60.0' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH
0.0'	0.5'	1.3'	3.0'	11.0'	PERC RATE					
0.0'	0.5'	1.3'	3.0'	11.0'	PERC RATE					

2. EL. 60.5' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH
0.0'	0.5'	1.0'	5.0'	11.0'	PERC @ 8\"/>					
0.0'	0.5'	1.0'	5.0'	11.0'	PERC @ 8\"/>					

3. EL. 62.5' DATE: 10-15-2020 SOIL EVALUATOR: D. LAJOIE HEALTH DEPT. WITNESS: A. DAVIS

DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH	DEPTH
0.0'	0.5'	1.0'	3.0'	10.0'	PERC RATE					
0.0'	0.5'	1.0'	3.0'	10.0'	PERC RATE					

CONSTRUCTION NOTES

- INSTALL 40 MIL POLYETHYLENE FLASHING OR EQUIV. AS FLOW BARRIER AS SHOWN IN LEACH AREA DETAIL FROM EL. 56.5' DOWN TO EL. 52.5'.
- EXCAVATE ALL UNSUITABLE SOIL 5' AROUND LEACH AREA DOWN TO MEDIUM SAND AND REPLACE WITH CLEAN MEDIUM SAND.
- PROVIDE CLEANOUT TO GRADE EVERY 50' MIN. ALONG BUILDING SEWER PIPE.

GENERAL NOTES

- ALL CONTRACTORS AND/OR INSTALLERS ARE RESPONSIBLE FOR PROVIDING AND MAINTAINING A SAFE WORK AREA.
- CONTRACTORS AND/OR INSTALLERS: VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- CONTRACTORS AND/OR INSTALLERS: VERIFY ALL WASTE LINE LOCATIONS PRIOR TO CONSTRUCTION.
- CONSTRUCTION DETAILS TO BE IN ACCORDANCE WITH STATE SANITARY CODE 310 CMR 15.000 AND TOWN BOARD OF HEALTH REQUIREMENTS.
- ELEVATION DATUM IS FROM U.S.G.S. QUAD. MAP. N.A.V.D.88
- MUNICIPAL WATER IS AVAILABLE YES NO
- ANY ALTERATIONS TO DESIGN MUST BE APPROVED BY FELCO, INC. AND TOWN BOARD OF HEALTH.
- ALL EXISTING SEWAGE TO BE PUMPED AND FILLED WITH CLEAN MEDIUM SAND.
- SEPTIC TANKS, DOSING CHAMBERS, GREASE TRAPS, AND DISTRIBUTION BOXES SHALL BE INSTALLED WATERTIGHT.
- WHEN SEPTIC TANK, DOSING CHAMBERS, GREASE TRAPS, AND DISTRIBUTION BOXES ARE PLACED IN FILL, PROVIDE A LEVEL STABLE BASE WHICH HAS BEEN MECHANICALLY COMPACTED. VIRGIN GROUND WITH A 6\"/>

DESIGN

FLOW DETERMINATION BEDROOM DESIGN
 GARBAGE GRINDER NO YES
 FLOW RATE = 440 GAL/DAY
 SEPTIC TANK SIZING:
 440 x 2.0 = 880 GAL/DAY
 USE: 1,500 GAL
 LEACHING FACILITY CALCULATIONS:
 PERCOLATION RATE IS < 5 MIN/INCH 1 CLASS
 SIDEWALL = 200 (S.F.) x 0.74 = 444 GAL/DAY
 BOTTOM = 400 (S.F.)
 USE: (3) 4.8' x 8.3' LEACH CHAMBERS
 W/ STONE AS SHOWN IN DETAIL
 = 40' LONG x 10' WIDE x 2' DEEP
 JOB No : 20015 NAME : FUNKE
 DATE : 4-2-2020 SHEET 2 OF 2
 REVISIONS : 10-27-2020 11-26-2020 4-7-2021
 8-15-2021 8-8-2021 8-15-2021
 DWELLING LOC. GUEST HOUSE DRIVE DETAILS & WGL
 10-2-2021 10-13-2021 11-18-2021
 C. BANK DEL. MISC. DIM'S NAVD88 EL.

FELCO, INC.
ENGINEERING - LAND SURVEYING



SLOPE STABILIZATION PLAN; FIRST AND SECOND YEAR PLANTING PLANS

To: Truro Conservation Commission

From: Gordon Peabody, Director, Safe Harbor Environmental

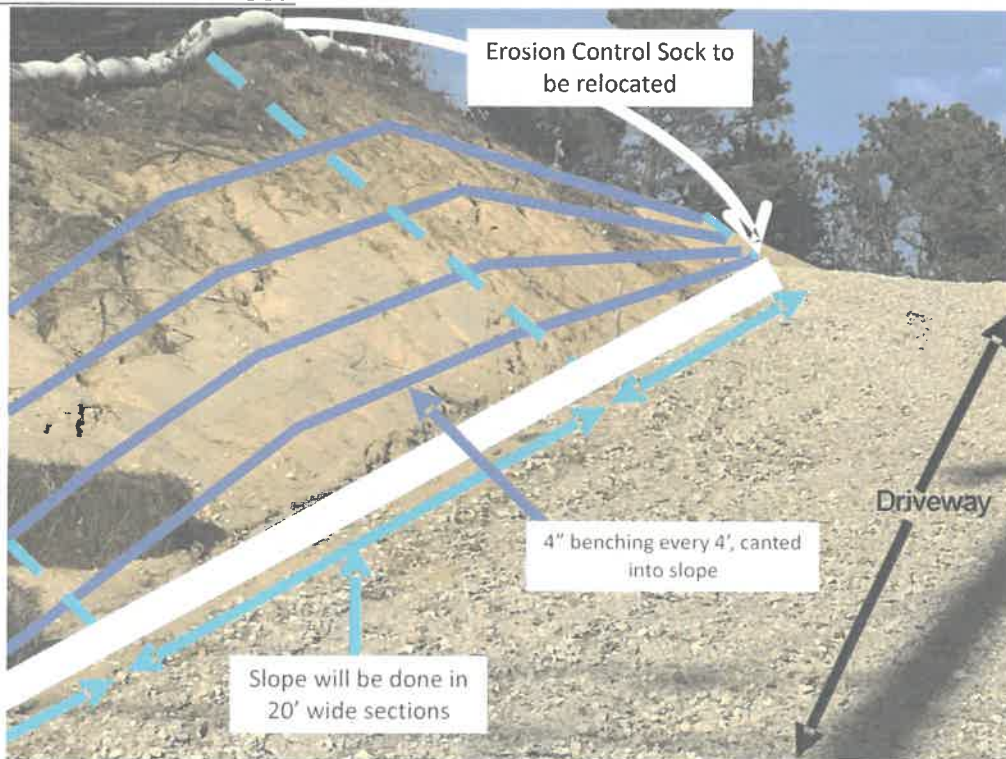
Office: 95 Commercial St. Room 209, Wellfleet, MA, 02667

Mail: P.O. Box 880, Wellfleet, MA, 02667

Contact: email gordonpeabody@gmail.com Phone:508-237-3724

Re: 126 Old County Road, Truro, MA 02666, Narratives and Protocols

SLOPE STABILIZATION



A. Components (See pg. 4, Example 1)

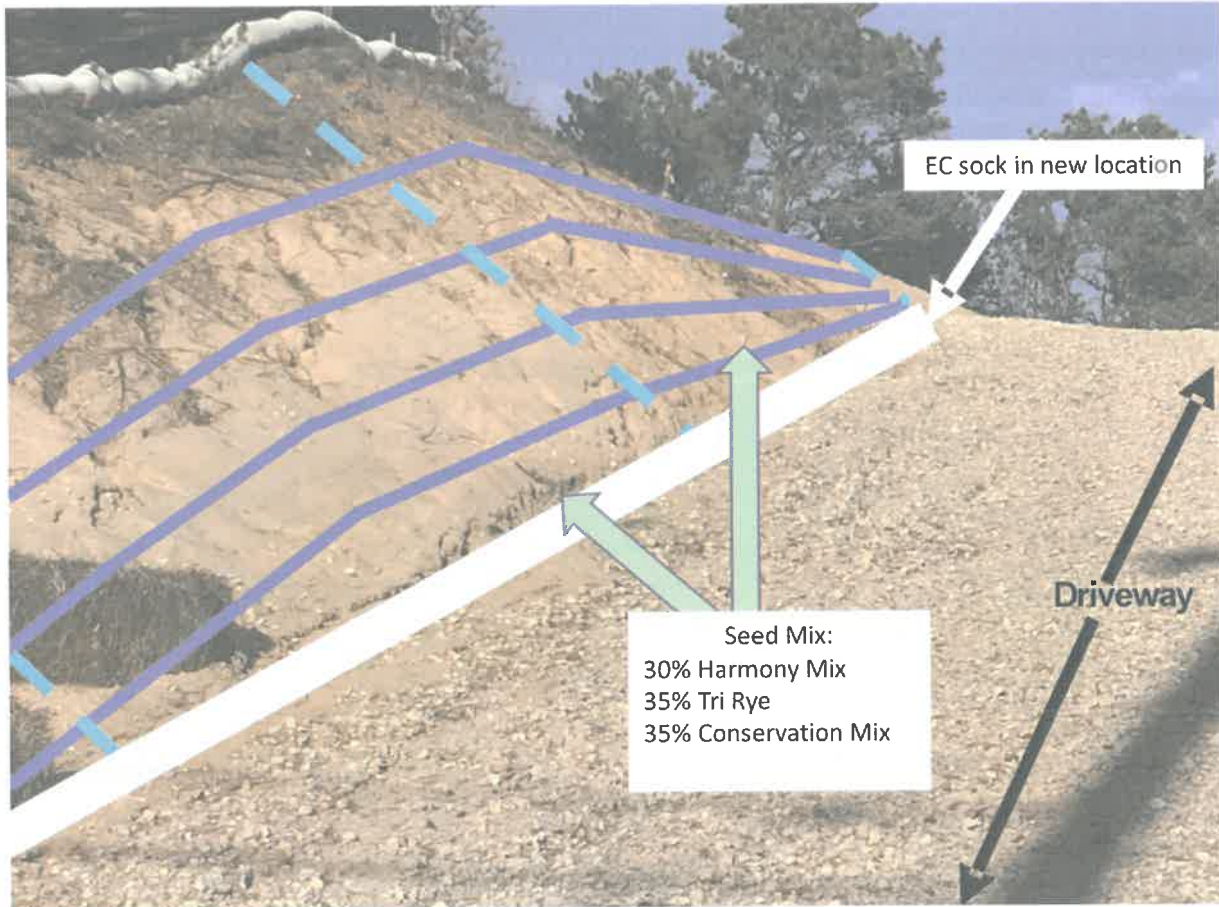
1. Benching
2. Jute netting
3. Relocate EC sock

B. Protocol

1. Designate sections
2. Bench
3. Lay out netting, use corn starch staples
4. Relocate EC sock

Initial Planting Plan

First Growing Season



A. Groundcover – Seed Mix (See pg. 4, Example 2)

1. Harmony Mix.....30%
2. Tri Rye.....35%
3. Conservation Mix.....35%

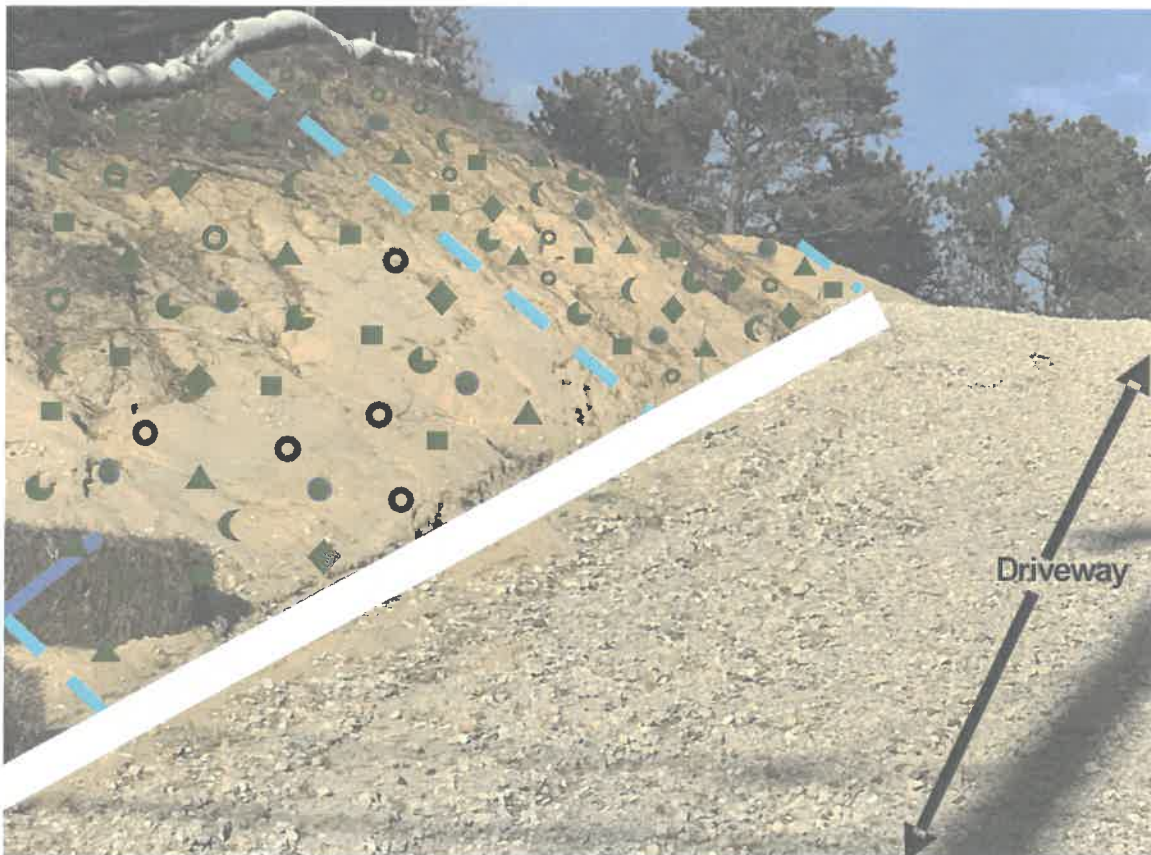
B. Protocol

1. Light mix of native loom and Biotone
2. Light mix of straw (no seeds)
3. Mix components with seed mix
4. Spread mix into netting

Second Growing Season

A. Planting Plan – Woody Stems and Plugs (per section)

- 1. Bayberry – 4
- 2. Narrow Leaf Golden Rod – 10
- ▲ 3. Bearberry – 6
- ◆ 4. Rosa Virginiana – 4
- 5. Yarrow – 10
- ☾ 6. Bear Oak – 4
- ◐ 7. Beach Plum – 4



B. Protocol

- 1. Use ladders on slope
- 2. Plant according to plan
- 3. If watering is necessary, it will be from well

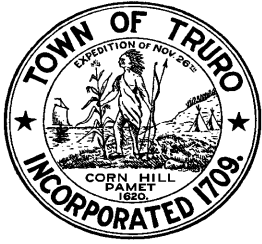
Plan can be modified or extended as necessary



Example 1: initial slope stabilization. Safe Harbor image.



Example 2: ground cover. Safe Harbor image.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: March 8, 2022

ITEM: Proposed recommendations to Truro Charter by the Charter Review Committee

EXPLANATION: Charter Review Committee Chair Brian Boyle will be present to answer any questions from the Select Board regarding the recommendations of the Charter Review Committee. A memo to the Select Board from December 2021 in reference to these recommendations is included.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: None

ATTACHMENTS:

1. Charter recommendations memo

To: Members of the Select Board
Re: Recommended amendments to the Truro Town Charter
From: Charter Review Committee Chair, Brian Boyle
Date: December 31, 2021

Below are three recommended amendments to the Truro Town Charter, which have been discussed and were voted upon by members of the Charter Review Committee at our October 12, 2021 and amended at our December 20, 2021 meeting.

The language in **red** notes added language, and the ~~strikeouts~~ note language to be removed. All other charter language below is taken directly from the Town Charter, most recently updated at the Annual Town Election, dated May 8, 2018.

Given that Chair Boyle submitted the final recommended language modifications to the CRC membership with gender-neutrality this is the language voted upon and approved by the committee and recommended to the Select Board. This follows in all three recommended charter modifications.

Recommendation One – section 2.3.3

The CRC recommends that section 2.3.3 be modified in three ways: **1.** to increase the number of signatures necessary from ten to thirty for a petition article to the Town Meeting Warrant; **2.** to add language requiring a lead petitioner on all petitions; and **3.** to make section 2.3.3 gender neutral.

Explanation: The committee determined that the town of Truro does considerable work to review petitioned articles, publish them to the warrant, and engage in discussion and voting on them at Town Meeting. In light of the effort involved it was decided that ten signatures was inadequate for moving a petition forward, particularly given the increased population of Truro voters since the establishment of the ten signature guideline. The committee also discussed and agreed that a lead petitioner was necessary in order for the Select Board to provide sufficient guidance to petitioners as outlined in section 2.3.3.

A petition on an approved form and signed by ~~ten~~ **thirty (30)** registered voters of the Town shall secure inclusion of an article in the warrant of the Annual Town Meeting. A petition on an approved form and signed by 100 registered voters of the Town shall secure inclusion of an article in the warrant of a Special Town Meeting. Sufficient guidance shall be provided by the ~~Board of Selectmen~~ **Select Board** to the petitioners to ensure that the petitioned article is in the proper form to secure inclusion in the warrant. **All petitioned articles must identify a voting lead petitioner for inclusion or consideration in the warrant. If a lead petitioner is unable to be identified, the petition will be deferred until such time that a lead petitioner is contacted.**

Recommendation Two – section 6.2.10

The CRC recommends that section 6.2.10 be modified in three ways: **1.** to increase the timeline for a multi-member board to fill its own vacancies from forty-five to sixty days; **2.** to add language requiring that the appointing body confirm the appointment within another 60 days; and **3.** to make section 6.2.10 gender neutral.

Explanation: The committee determined that forty-five days was an inadequate amount of time for citizens to become aware of a vacancy on a multi-member body, apply to its appointing authority and be approved at a public meeting. Additionally it was agreed that for the purposes of transparency, any new member, added through a vote by the multi-member body, should have their appointment confirmed by a vote of the appointing body, which would necessarily be done in public.

Vacancies on multi-member bodies shall be filled in accordance with General Law and in accordance with the provisions of this Charter by the ~~Board of Selectmen~~ **Select Board** or other appointing authority as may be established by General Law, this Charter, By-law or vote of the Town Meeting. If the vacancy is not filled within ~~forty-five~~ **sixty** days of the notification of the vacancy by the ~~Chairman~~ **Chair** of the multi-member body, the vacancy ~~shall~~ **may** be filled by the remaining members of the body **with confirmation by the appointing authority within sixty days of the vote of the multi-member body.**

Recommendation Three – section 6.4.7

The CRC recommends that section 6.4.7 be modified in two ways: **1.** to distinguish absences as unexcused as they relate to this section; **2.** to make section 6.4.7 gender neutral.

Explanation: The committee determined that four consecutive absences should not be cause for dismissal if they are due to excusable issues.

The **unexcused** absence of a member or alternate member for four consecutive meetings of an appointed multi-member body shall serve to vacate the office, unless such absence is approved by a vote of the multi-member body. The ~~Chairman~~ **Chair** of the body shall forthwith notify the appointing authority that such vacancy has occurred. The vacancy shall be filled in accordance with section 6-2-10 of this Charter and the appointee shall complete the vacant unexpired term.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Recreation & Beach

REQUESTOR: Damion Clements, Beach and Recreation Director

REQUESTED MEETING DATE: March 8, 2022

ITEM: Request for beach sticker fee increase

EXPLANATION: Recreation & Beach Director Clements prepared a request to increase beach stickers fees to align with neighboring towns. He will be in attendance to present this request and to answer questions from the Board. The fee increase was recommended by the Truro Beach Advisory Committee 5-0 on 2/10/22.

FINANCIAL SOURCE (IF APPLICABLE): Beach permit fees are deposited in Receipts Reserved for Appropriation

IMPACT IF NOT APPROVED: Perception that Truro Beaches are less desirable than other Cape Cod beaches. Department has increased costs and will have disproportionate revenue increase if fees are not increased.

SUGGESTED ACTION: *Motion to approve proposed beach sticker fee increase effective immediately.*

ATTACHMENTS:

1. Beach Department Survey
2. Proposed fee increase

BEACH FEE SURVEY 2021

Town	Beach Parking Fees				REPLACEMENT STICKER	Visitor Beach Parking Permits				Resident Taxpayer		Comments/Changes for next year
	Daily	Discount Coupons	Pre- Season	Post Season		Weekly		Season		1st Sticker	2nd & additional	
						1 Week	2 Week	In Town	Out of town			
Barnstable	\$25	N/A	25	N/A	\$5w/original \$45w/o orig	\$80	N/A	\$275	\$375 landlord	\$45	\$45	
CCNS	\$25	N/A	\$25	\$25	\$0	N/A	N/A	\$60 CACO	\$60 CACO	N/A	N/A	\$15 walk-in \$20 bicycle, \$15 motorcycle
Chatham	\$20	N/A	N/A	N/A	\$0	\$75	N/A	\$175	N/A	\$25	\$20	
Dennis	\$25 \$30 wkend	N/A	\$25 \$30 wkend	N/A	\$10	\$90	N/A	\$180	\$360	\$5	\$50	*Know first week in December
Eastham	\$25	N/A	N/A	\$25	\$7	\$100	\$150	\$250	\$250	\$25	\$25	2nd year of post season - possible pre-season in 2022
Falmouth Surf drive *Menauhant East	urf Dr. & Menauh Hotel/Motel \$20 (Old Silver)	\$15 Hotel/Motel	\$20.00 Old Silver Only	\$20.00 Old Silver Only	\$10w/orig \$40 w/out	\$80	\$130 2wk \$175/3wk \$225 4/wk	\$275	N/A	\$40	\$40	Time Share/Interval Ownership \$40 as resident/taxpayer, but expiration date linked to week(s) at condo.
Harwich	\$30	N/A	N/A	N/A	\$5	\$65	\$125	\$150	N/A	\$25	\$25	
Mashpee	N/A	N/A	N/A	N/A	\$5	\$50	N/A	N/A	N/A	\$30	\$30	
Orleans	\$30	N/A	N/A	N/A	\$5.00	\$125	N/A	\$300	\$300	\$25	\$25	
Sandwich	\$20	N/A	N/A	N/A	0 w/sticker 5 w/out sticker	\$50	N/A	\$105	N/A	\$35	\$20	Buses- 15 passenger less \$30 16 or more \$50 Bourne Residents-\$35
Truro	\$20	N/A	N/A	N/A	\$5	\$75	\$125-2w \$175-3w \$225-4w	\$250	N/A	\$20	\$20	No fee for walk-in / bicycle
Wellfleet	\$30	N/A	N/A	N/A	\$5.00	\$100	\$190	\$325	N/A	\$30	\$30	\$65 for a 3 day
Yarmouth	\$20	\$10.50 handicap \$1	N/A	N/A	\$5.00	\$75	N/A	\$250	\$250	\$35	\$35	bus parking \$45.00 boat daily \$10.00 boat seasonal \$110.00

SURVEY OF NUMBER OF BEACH PERMITS ISSUED TO VISITORS RESIDENTS IN SELECTED CAPE COD TOWNS-2021

Town	No. of resident/ taxpayer beach stickers issued		No. of daily beach tickets issued	No. of replacement stickers issued	No. of discount or motel coupons	No. of Visitor Permits Issued			Total Sales	Comments
						1 Week	2 Week	Res.&Non-Res. Season		
BARNSTABLE Patti Machado	7,923 \$45	339 \$20	21,095 \$25	198 \$5 or \$45 without	Hathway's 1,273 \$13 site	69 \$80		12 \$275	\$1,233,525 \$543,924 (gate)	Handicap Sticker - \$20, Replace \$5 Landlord Res \$375 -252 issued
CCNS Janet Barricman	N/A		35,040 \$25	N/A	N/A	N/A		6,354 \$60	\$2,000,000	IA Annual \$80-2,879/\$230,320 Lifetime Senior \$80-2,250 Senior Annual \$20-1,774/\$35,480
CHATHAM Dan Tobin	**4,208 \$25-1st	**2,089 \$20-2nd	8,794 \$20	0 \$0	N/A	1,259 \$75	N/A	138 \$175		** INCLUDES COMBO STICKERS
DENNIS Dustin P./Owen G.	13,301 \$50		48,582 \$25/\$30	309 \$10	N/A	2,073 \$90		765@ \$180 207@ \$360	\$2,505,792	Includes (3) permanent concessions
EASTHAM Christine Mickle	7,921 25		8,386 \$25	151 \$7	Labor Day Pass 3 sold - \$150	1,408 \$100	302 \$150	136 \$250	\$635,191	Beneficiary (trust) Stix \$75 -sold 74 Grant Holder Placard \$70 - sold 6
FALMOUTH Maggie Clayton	13,567 \$40		23,578 \$15 (\$20 O.S.)	56 \$10	342 \$15	415 \$80	104 \$130	88 \$275	\$631,435 sticker \$450,830 gate	3 Week = 20 @ \$175 Timeshare/Interva 4 Week = 13 @ \$225 = 143 @ \$40
HARWICH Eric Beebe	7651 \$30		3876 \$20	94 \$5	N/A	880 \$65	143 \$125	306 \$150	\$448,825	Total with beach vendors and parking violations
MASHPEE Heidi McLaughlin	4,231 \$30			80 \$5	N/A	191 \$50			\$136,880	1 Veterans passes issued, no charge
ORLEANS Nate Sears/Brandon Burke	7,993 \$25.00/each		31,890 \$25 (\$30 starting 7/1)	100 \$5	N/A	1,030 \$100 (\$125 on 7/1)	N/A	340 \$250 (\$300 on 7/1)	\$1,374,405	total sales does not include OSV or concession
SANDWICH Guy Boucher Tricia McDonald	\$35-5255 \$20 2189 35 1st, \$20(2nd) \$30(3rd)		7,026 \$20	54 \$5	N/A	110 \$50	119@ \$35 3 Res @	75 \$105	\$385,995	Bourne Res Sold-119
TRURO Damion Clements	3,142 \$20.00		3,119 \$20	79 \$5	0 N/A	2,059 \$75	466 \$125	152 \$250	\$412,275	includes ORV sales & beach fire permits 3 week-86 / 4 week-28
WELLFLEET Suzanne Thomas	6,189 30		0 \$30	128 \$5	N/A	3,835 \$100	885 \$190	210 \$325	\$888,170	1161 - 3 day sold in 2021
YARMOUTH Aimee Howell Dave Carlson	1,970 8,746 35(walkin) \$30 (mail) 340 HP Res Stk @1		22,942 \$20	182 \$5	\$105.00 not taken wkds or hldys	626 \$75	n/a	92 \$250	\$893,057	Boat daily seasonal \$6,300 daily \$17,715 resident

CAPE COD BEACH SALARY SURVEY 2021

	Beach Supervisor			Asst. Beach Super.			Bank Supervisor			Head Guard			Asst. Head Guard		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Barnstable	\$19.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$18.50	N/A	N/A	N/A	N/A	N/A
Chatham	\$20.00	\$21.00	N/A	\$18.00	\$19.00	N/A	N/A	N/A	N/A	\$16.00	\$16.50	N/A	N/A	N/A	N/A
Dennis	\$18.02	\$18.52	\$19.03	\$17.00	\$17.26	\$17.50	\$17.26	\$17.76	\$18.27	\$16.24	\$16.49	\$16.75	N/A	N/A	N/A
Eastham	N/A	N/A	N/A	\$16.50	N/A	N/A	N/A	N/A	N/A	\$17.50	N/A	N/A	N/A	N/A	N/A
Falmouth	\$24.02	\$25.22	\$26.48	\$21.07	\$22.12	\$23.23	\$18.40	\$19.32	\$20.29	\$17.20	\$18.06	\$18.96	\$16.07	\$16.88	\$17.72
Harwich	19.50/20	20.50/21	\$21.50	16.50/17	17.50/18	\$18.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mashpee	\$22.00	23.00	24.00	N/A	N/A	N/A	N/A	N/A	N/A	\$17.00	\$18.00	\$19.00	N/A	N/A	N/A
Orleans	\$27.28	\$0.02	\$0.02	\$18.27	\$19.76	\$22.22	N/A	N/A	N/A	\$19.96	\$21.38	\$23.70	\$18.27	\$19.76	\$22.22
Sandwich	\$19.00	\$0.00	\$22.00	N/A	N/A	N/A	N/A	N/A	N/A	\$17.00	\$18.00	\$19.00	N/A	N/A	N/A
Seashore	\$22.34	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$21.90	N/A	N/A	N/A	N/A	N/A
Truro	\$20.88	to	\$24.37	\$18.20	to	\$23.99	N/A	N/A	N/A	\$20.88	to	\$24.37	\$18.20	to	\$23.99
Wellfleet	\$28.00	2.500%	2.500%	\$18.00	2.500%	2.500%	N/A	N/A	N/A	\$28.00	2.500%	2.500%	\$22.00	2.500%	2.500%
Yarmouth	\$19.00	TO	\$25.00	N/A	N/A	N/A	N/A	N/A	N/A	\$17.00	TO	\$19.00	N/A	N/A	N/A

	Lifeguard			Gate Attendant			Beach Attendant			Seasonal Laborer			Beach Patrol		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Barnstable	\$17.50	N/A	N/A	\$15.50	N/A	N/A	\$14.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Chatham	\$15.00	\$15.50	N/A	\$13.50	\$14.00	N/A	N/A	N/A	N/A	\$18.00	N/A	N/A	\$17.00	\$19.00	N/A
Dennis	\$15.50	\$15.75	\$16.00	\$13.00	\$13.25	\$13.50	N/A	N/A	N/A	N/A	N/A	N/A	\$16.50	16.75	\$17.00
Eastham	\$15.50	N/A	N/A	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Falmouth	\$15.02	\$15.77	\$16.56	\$13.50	\$14.18	\$14.88	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Harwich	15/15.50	16/16.50	\$17.00	12.50/13	13.50/14	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mashpee	\$15.45	\$15.91	\$16.39	\$14.00	\$14.42	\$14.85	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Orleans	\$16.49	\$18.01	\$20.56	\$14.76	\$16.28	\$18.84	\$13.77	\$15.48	\$18.43	\$14.76	\$16.28	\$18.84	\$16.49	\$18.01	\$20.56
Sandwich	\$16.00	\$17.00	\$18.00	\$14.00	\$14.50	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Seashore	\$14.36	\$16.12	\$18.64	\$16.12	\$18.04	N/A	N/A	N/A	N/A	\$21.80	N/A	N/A	N/A	N/A	N/A
Truro	\$16.98	to	\$22.59	\$14.25	to	\$16.52	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Wellfleet	\$17.00	2.500%	2.500%	\$14.00			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Yarmouth	\$16.00	TO	\$18.00	\$13.75	TO	\$15.75	N/A	N/A	N/A	\$13.75	TO	\$15.75	N/A	N/A	N/A

Truro Recreation & Beach

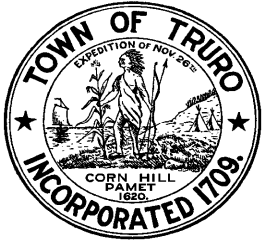
Request for Fee Increase - 2022

Proposed Fee Changes

- Increase daily pass to \$25.00/day. Increase of \$5.00.
- Increase Resident Beach Sticker to \$25.00. Increase of \$5.00.
- Increase Non-Resident Beach Sticker:
 - \$100.00 for 1 week. Increase of \$25.00
 - \$150.00 for 2 weeks. Increase of \$25.00
 - \$200.00 for 3 weeks. Increase of \$25.00
 - \$250.00 for 4 weeks. Increase of \$25.00
 - \$300.00 for season (11 weeks). Increase of \$50.00

Last fee increase in 2019.

- * *Non-Resident beach sticker fees increased by \$25.00*
- * *Daily beach pass increased from \$15.00 to \$20.00*
- * *Resident beach sticker fees increased from \$15.00 to \$20.00*
- * *Beach Fire permit fee increased from \$0.00 to \$10.00*
- * *Beach Non-Resident & Resident ORV increased by \$5.00*
- * *Replacement stickers increased from \$1.00 to \$5.00*



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Anne Greenbaum, Planning Board Chair

REQUESTED MEETING DATE: March 8, 2022

ITEM: Referral of Zoning Bylaw Amendments

EXPLANATION: The Planning Board, in accordance with MGL c.40A, §5 – Adoption and Change of Zoning bylaws, submitted the attached zoning amendment articles to begin the referral process. The Zoning Bylaw articles submitted by the Planning Board are:

- Purpose—10.2
- Street Definition—10.4
- Lot Coverage—10.4
- Duplex Bylaw—40.1
- Mean Ground Level—10.4

In addition to the articles, two General Bylaw articles were submitted and attached but are not subject to the 40A referral process. The Planning Board offered a brief explanation of all of their articles as well (attached).

Upon receipt of these amendments, the Select Board has **fourteen (14) days to refer** the articles back to the Planning Board for public hearings. The Planning Board must then schedule a public hearing within 65-days of this referral. The public hearing is in the process of being scheduled and advertised.

The Board will have an opportunity to take votes to recommend the articles at a subsequent Select Board meeting.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: This would not be in compliance with the required actions pursuant to MGL c.40A, §5.

SUGGESTED ACTION: *MOTION TO* refer the proposed bylaw amendments to the Planning Board to begin the necessary public hearing process pursuant to MGL c.40A, §5.

ATTACHMENTS:

1. Memo from Planning Board
2. Articles for Referral (5)
3. Additional Planning Board Submitted Articles (2)

From: Anne Greenbaum – Chair Truro Planning Board
To: Truro Select Board
Re: Draft Articles for Annual Town Meeting 2022
Date: March 3, 2022

The Planning Board is sending seven (7) draft articles to the Select Board for referral back to the Planning Board for Public Hearings. Below is a brief description of each of the draft articles for the Select Board.

1. Zoning Bylaw Purpose – 10.2

The purpose section of the Zoning Bylaw lays out the broad goals of the Zoning Bylaws. The proposed article adds language that reflects current challenges and conditions including the effects of climate change.

2. Street Definition - 10.4

This article is focused on addressing 2 concerns. This first is to make required information easy to find. The current bylaw refers to design standards from the Town of Truro Subdivision Regulations as they existed on January 1, 1989. These standards are not in the current Subdivision Regulations or any recent version, making them very difficult to find. This article will include the street design elements referred to in the body of the bylaw. The second is to clarify that approved subdivision streets are included in the definition of street.

3. Lot Coverage

Tree, shrubs, plants and other greenery help decrease runoff, provide natural stabilization on slopes, increase natural carbon sequestration and provide visual appeal. Currently Truro, unlike many Cape Towns, does not address how much of a lot should be kept “green”. This article would require lots in the Residential and Seashore Districts have no more than 30% of the lot area covered by impermeable surfaces. All current conditions would be grandfathered in.

4. Stormwater Management

This is a proposed comprehensive new bylaw to address the critical issue of stormwater management on both public and private property. The need for such a bylaw has been identified in several reports to the Town of Truro and by the Cape Cod Commission. The draft included is based on a model bylaw from Cape Cod Commission and the current bylaw in Eastham.

This draft is currently being actively worked on. A major question that still needs to be addressed is to identify the “Reviewing Agent” responsible for oversight.

5. Development Agreement

A development agreement is a consensual, binding contract between two or more parties, typically between a land owner/land developer and a government agency(ies). Truro had adopted a bylaw authorizing Development Agreements that was inadvertently omitted during a bylaw rewrite. This is a tool that could allow for creative approaches to new housing and other opportunities in Truro while protecting our water and environment. According to the Cape Cod Commission "The value of development agreements is found in their flexibility. They can be useful to towns as they allow the extraction of certain public benefits without running afoul of prescribed rules governing regulatory "takings" and other regulatory restrictions. They can be helpful to the land owner/developer as the executed contract provides protection against regulatory changes that may jeopardize a long term project." Towns wishing to execute development agreements must adopt this bylaw, or a reasonably related substitute, as a general or zoning bylaw or ordinance and have their Local Comprehensive Plans certified by the Cape Cod Commission. This draft is based on a model bylaw from the Cape Cod Commission.

6. Duplex Bylaw

This is a revision to the existing duplex bylaw designed to increase year-round housing options in Truro. The bylaw would apply to lots except those in the Beach Point and Seashore Districts. This revision will:

- Decrease the required lot size.
- Increase the size limit on the structure to 3,600 square feet.
- Remove a limit on the size of 2nd unit which will allow both units to house families.
- Require 12-month lease or owner occupancy for both units.

A major difference between these units and ADU's is size. The current maximum size of an ADU is 900 square feet. The division of the up to 3,600 square feet between the two duplex units is not regulated allowing for flexibility.

7. Mean Ground Level

This article would accomplish 3 things. It would clarify the existing definition, limit how much the building pad can be above the existing ground level and decrease the amount of fill required in many new constructions.

Planning Board Draft Warrant Article March 3, 2022

PB-1 § 10.2 Purpose (current with additions)

The purpose of this bylaw is to:

1. promote the health, safety, convenience and welfare of the inhabitants of Truro,
2. prevent the overcrowding of land,
3. conserve the value of land and buildings,
4. enable the protection of clean and adequate water supply,
5. conserve natural resources,
6. prevent blight of the environment,
7. encourage the most appropriate use of land in Truro,
8. **promote carbon sequestration by natural means,**
9. **promote the use of Green Energy and Green building practices,**
10. **protect native soils from unnecessary removal or disturbance,**
11. **protect and maintain the scenic rural character, ambiance and aesthetics of Truro,** and
12. to promote the implementation of the goals and policies of the Truro Local Comprehensive Plan.

Planning Board Draft Warrant Article March 3, 2022

PB – 2 10.4 Definitions

Street. A public or private way which affords access to abutting property. For the purposes of this bylaw, the terms "street", "road", "way", and "road right-of-way" bear the same meaning. When a street(s) is to be used for lot frontage, the street(s) shall conform to the *following* requirements:

- 1) The minimum width of street right-of-ways shall be 40 feet.*
- 2) Property lines at street intersections shall be rounded to provide for a curb radius of not less than 20 feet.*
- 3) Dead-end streets shall be provided at the closed end with a turnaround having a propertyline diameter of at least 80 feet. When ways requiring turnarounds may be extended in future subdivisions, the Board may require only an area equal to the above requirement to be shown and marked "Reserved for Turning". Upon extension of the way through this turning area, the portions not included in the way shall revert to their respective lots.*

~~of the Town of Truro Subdivision Regulations, Section IV, Design Standards (b), (c), and (d) as they existed on January 1, 1989.~~

Street(s) shall have a center line length in excess of 100 feet. For dead-end street(s), this distance shall be measured from the sideline of the layout of the road to be intersected to the opposite end of the layout of the turnaround cul-de-sac.

Town of Truro paved street(s) that:

- (1) have a minimum layout width of 20 feet,
- (2) were created prior to January 1, 1989, and
- (3) were accepted by Truro Town Meeting, are exempt from the width requirements

of the Town of Truro Subdivision Regulations, Section IV, Design Standards. These accepted public paved ways shall be deemed adequate as lot frontage for the issuance of building permits. The list of accepted Truro public paved ways is available from the Town of Truro Town Clerk upon request.

Streets that are:

- constructed in accordance with subdivision rules & regulations, at the time, and*
 - shown within an approved definitive subdivision plan signed by the Truro Planning Board, and*
 - recorded at the Barnstable Registry of Deeds*
- are deemed acceptable for frontage.*
- Streets that are shown solely on an Approval Not Required Plan (ANR) endorsed by the Planning Board are not included in this definition.*

Planning Board Draft Warrant Article March 3, 2022

PB -3 Lot Coverage § 10.4 Definitions

Building. (Truro. Current)

The word building shall be any three-dimensional enclosure, portable or fixed, temporary or permanent, which is composed of building materials and which encloses any space for use or occupancy; building shall include “structure” unless the context unequivocally indicates otherwise; and with the exception of fences, field or garden walls, cold frames, stairways for beach access, and embankment retaining walls, building shall include foundations in the ground and any part of any kind of structure above ground.

Lot. (Truro. Current)

A parcel of land, undivided by a street, with definite boundaries, title to which is held in undivided ownership.

Lot Area. (Truro. Current)

The area of a lot when used for building purposes shall not be less than the minimum required by this bylaw for the district in which it is located. Such an area shall not be interpreted to include any portion of a lot below mean water level on fresh water, below mean high water on tidal water or within the limits of any defined way, exclusive of driveways serving only the lot itself. No less than 100% of the minimum lot area required shall consist of contiguous upland exclusive of marsh, bog, swamp, beach, dune or wet meadow. This definition shall apply only to lots created after April 30, 1987.

Lot Coverage. (Truro. Current)

The portion of a lot which is covered by impervious structures and improvements. Impervious structures and improvements shall include but not be limited to paved driveways and parking areas, principal and accessory structures, swimming pools and other on-site amenities which render any portion of the lot impervious.

Impervious Covered Surface:

Pavement, pavers or structure(s) on, above, or below the ground that do not allow precipitation or surface water runoff from penetrating into the soil. For the purposes of this lot coverage bylaw, pervious paved surfaces shall be included in the computation of covered lot area.

New Bylaw

Lot Coverage:

No more than 30 percent (30%) of the total area of any lot in the Residential and Seashore Districts shall be rendered impervious or covered. This includes but is not limited to the installation of buildings, structures, patios, decks, pools and paved surfaces (including permeable and impermeable pavements).

SECTION 50
Area and Height Regulations

§ 50.1 Regulations
A. Table

(4/05, 4/06,

DIMENSIONAL REQUIREMENT	ALL DISTRICTS
Minimum lot size	33,750 sq. ft. (1)(2)(8)
Minimum lot frontage	150 ft (1)(2)
Minimum frontyard setback	25 ft (3)
Minimum sideyard setback	25 ft (3)(4)
Maximum building height	2 stories; 30 feet (5)(5a)(6)
Minimum backyard setback	25 ft (3)(4)
Lot Shape	(9)
Maximum Lot coverage	30% (10)

4/10)

NOTES

1. Except buildings for accessory use and cottage. (4/10)
2. Except lots or parcels lawfully in existence and shown on a subdivision plan or described in a deed recorded at the Barnstable County Registry of Deeds prior to the adoption of the bylaw by Truro Town Meeting on February 15, 1960, having at least five thousand (5,000) square feet of area and at least fifty (50) feet of lot frontage.
3. Except in the Seashore District where the minimum setback from all streets is 50 ft. measured at a right angle from the street line.
4. Except in those portions of the Beach Point Limited Business district served by the Town of Provincetown Water System, where the minimum sideyard and backyard setbacks shall be equivalent to five (5) ft per story of the building or structure in question. Structures less than a full story shall meet the minimum 5 ft setback.
5. The 2 story limitation shall be measured from above mean ground level.
 - 5a. Except buildings which do not have a ridge or hip the maximum building height shall not exceed twenty-three (23) ft as measured to the highest point of the structure. (4/12)
6. Free standing flagpoles and private noncommercial radio and television antennae shall not exceed fifty (50) ft above mean ground level.

(#7 deleted 4/12)
8. Except in the Seashore District where the minimum lot size is 3 acres. (4/05)
9. For any lot created after April 30, 2004, the portion of the lot connecting the frontage with the front line of any building site shall not be less than 50 feet wide, as measured between opposite sidelines. (4/06)
10. **Residential & Seashore Districts**

Planning Board Draft Warrant Article March 3, 2022

PB 6 Duplex Bylaw

§ 40.1 Duplex Houses and Apartments

- A. Purpose. For the purpose of promoting the more efficient use of land, in keeping with the protection of the quality of life and ecology, and at the same time giving relief to those with problems of obtaining adequate housing, the Board of Appeals may approve a special permit authorizing the new construction of duplex houses or the conversion of single family dwellings to apartments, consistent with the following conditions.
- B. ~~These structure, either new or conversion, are allowed in all districts except: Beach Point and the Seashore District.~~
- C. New Construction. lots ~~of one acre~~ meeting minimum lot size of 33,750 sq ft. or more are required for new construction; the duplex shall not exceed 3,600 sq. ft.; the requirements of paragraph D shall be met.
- ~~D.~~ Conversion. Conversion of single family dwellings ~~in any zoning district except Beach Point and the Seashore District~~ may be approved by special permit from the Board of Appeals. Lots shall meet current minimum lot area requirements; no more than one apartment in addition to the primary dwelling unit may be created from any one single family dwelling; ~~the floor area of the secondary dwelling unit shall not exceed 50% of that of the primary dwelling unit; the floor area of the secondary dwelling unit shall not exceed 600 sq. ft.~~
- E. Requirements. All new construction or conversions shall comply with the following.
 - 1. All applicable provisions of the building, health and safety codes, as determined by the Building Commissioner and Board of Health shall be met.
 - 2. ~~One unit shall have a 12 month lease.~~
 - 3. ~~One unit shall be owner occupied OR have a 12 month lease~~
 - 4. ~~The applicant shall demonstrate that the new construction or conversion is essential to provide needed housing.~~
 - 5. The new construction or conversion is compatible with and will not derogate from or be detrimental to the neighborhood.
 - 6. Section 50, Area and Height regulations of this bylaw.
 - 7. The use is in harmony with the general purpose and intent of the bylaw.

Planning Board Draft Warrant Article March 3, 2022

PB 7 Mean Ground Level

§10.4 Definitions

Mean Ground Level: Where the finished ground level varies in elevation on different sides of a building **footprint**, the average of the various elevations at the centers of the four main sides. In the case where fill has been used to raise the finished ground level on a side(s) of the building to an elevation higher than the preconstruction ground level, on those sides the measurement shall be taken from center of that side ten (10) feet out from the side of the building. ~~Further, the finished grade of the fill, within one hundred (100) feet of the building shall not have a grade steeper than ten per cent (10%) (one foot of drop for every ten foot run).~~

Proposed New Regulation, Section 50, Area and Height Regulations

§50.1.I Building Pad Height and Sloped Site Limitations

1. The finished grade elevation as measured at the center of the highest of the four main sides of the building shall not be more than **18 inches** above the existing grade elevation at that same point.
2. Fill sections on the downhill sides of the building shall be minimized insofar as possible with respect to both the lateral extents and the amount of fill. The grade of the ground surface infilled areas downhill of the building shall not exceed the following maximum grades:
 - a. Within 10 feet of the building: **10% grade (1V:10H)**.
 - b. Beyond 10 feet from the building (Sloped sites): **40% grade (1V:2.5H)**. This limitation applies to slopes to be stabilized by vegetation. Slopes steeper than 40% grade are permissible only in those instances where selected engineered fill materials, armored slopes, reinforced earth or retaining structures are provided to allow for steeper conditions. In all instances where this slope exceeds a 40% grade, the details, type and height of the stabilized slope section (and/or retention structures) shall be described on the site plan or on the building permit application.

Planning Board Draft Warrant Article March 3, 2022

PB - 4 Stormwater Management

**Town of Truro
Draft Stormwater Management Regulations 2022**

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SECTION 1 – GENERAL

1.01 Purpose and Objectives

1. To protect and enhance the public health, safety, environment, and general welfare of the citizens of the Town of Truro through the regulation and elimination of Illicit Discharges to the Truro Stormwater System, into the Town’s groundwater aquifers or into the Waters of the Commonwealth, as herein defined.

2. To control the detrimental effects of Erosion and Sedimentation deriving from construction site Stormwater Runoff, and require the development of Post-Construction Stormwater Management plans to ensure proper functioning and maintenance of Stormwater infrastructure.

3. To ensure the Town of Truro’s compliance with the Environmental Protection Agency’s National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) General Permits of 2003 and 2016, as well as all other applicable Federal and State Laws.

4. To develop comprehensive stormwater management regulations that are congruent with existing Town of Truro Bylaws and Regulations, to establish the Massachusetts Stormwater Standards and the MassDEP Stormwater Handbook as the governing regulatory standard for project design, review, construction and facility operation, to encourage groundwater recharge and the use of stormwater best management practices for the protection of our aquifer.

5. Reasonable guidance for the regulation of design construction and post development stormwater runoff for the purpose of protecting local water resources from degradation.

1.02 Authority

These Regulations are adopted by the Town of Truro pursuant to Massachusetts General Laws c. 83, §10, and the regulations of the Federal Clean Water Act found at 40 CFR 122.34. Nothing in these regulations is intended to replace the requirements of the Town of Truro Wetlands Protection Bylaw, Zoning Bylaw, Subdivision Rules and Regulations, Board Of Health Regulations, or of any other bylaw that may be adopted by the Town of Truro, or any state or federal requirement, law, regulation or policy. Any activity subject to the provisions of these regulations must comply with all other applicable Town, State or Federal requirements.

1.03 Definitions

ABUTTING PROPERTY — Land sharing one or more common boundaries with the project area.

ADVERSE IMPACT — An activity that has a deleterious effect on waters or wetlands, including their quality, quantity, surface area, species composition, aesthetics or usefulness for human or natural uses which are or may potentially be harmful or injurious to human health, welfare, safety or property, to biological productivity, diversity, or stability or which unreasonably interfere with the enjoyment of life or property, including outdoor recreation.

AGRICULTURAL ACTIVITIES – The normal maintenance or improvement of land in agricultural or aquaculture use, as defined by the Massachusetts Wetlands Protection Act, M.G.L. c. 131, § 40, and its implementing regulations.

ALTERATION — Any activity, which will change the ability of a ground surface area to absorb water or will change existing surface drainage patterns. Any activity on an area of land that changes the water quality, force, direction, timing or location of runoff flowing from the area. Such changes include: change from distributed runoff to confined, discrete discharge; change in the volume of runoff from the area; change in the peak rate of runoff from the area; and change in the recharge to groundwater on the area. Examples of alterations include, but are not limited to, earthmoving, paving, and modification of existing vegetation.

APPLICANT – Any person, individual, partnership, association, firm, company, corporation, trust, authority, agency, department, or political subdivision of the Commonwealth of Massachusetts or the federal government, to the extent permitted by law, applying for a permit with the Town of Truro.

BEST MANAGEMENT PRACTICE (BMP) – An activity, procedure, restraint, or structural improvement that helps to reduce the quantity or improve the quality of stormwater runoff.

BUILDING COMMISSIONER — The Town of Truro Building Commissioner or his/her designee.

CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL – A certified specialist in soil erosion and sediment control. This certification program, sponsored by the Soil and Water Conservation Society in cooperation with the American Society of Agronomy, provides the public with evidence of professional qualifications.

CLEAN WATER ACT – The Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.) as amended. **CLEARING** – Any activity that removes the vegetative surface cover.

CONSTRUCTION AND WASTE MATERIALS – Excess or discarded building or site materials, including but not limited to concrete truck washout, chemicals, litter and sanitary waste at a construction site that may adversely impact water quality.

CONSTRUCTION SITE — Any site where activity is proposed or occurs that involves the alteration of more than **5,000** square feet of land area.

DEVELOPMENT – The modification of land to accommodate a new use or expansion of use, usually involving construction.

DIRECT DISCHARGE – Any pipe, open channel, or concentrated flow path where stormwater runoff is conveyed directly into the ground or into to a water body without prior stormwater treatment or volume reduction.

DISCHARGE OF POLLUTANTS – The addition from any source of any pollutant or combination of pollutants into the municipal storm drain system or into the ground or waters of the United States or Commonwealth from any source.

DISTURBANCE – Any activity that causes a temporary or permanent change in the position or location of soil, vegetation, impervious cover, or other land surface that exposes soils to potential erosion, changes the ability of a ground surface area to absorb water, increases polluted runoff, and/or changes the existing surface drainage patterns.

DPW – Truro Department of Public Works.

ENFORCEMENT ORDER – A written order issued by the Select Board or the **Reviewing Agent** in order to enforce the provisions of these regulations.

EROSION – The wearing away of the land surface by natural or artificial forces such as wind, water, ice, gravity, or vehicle traffic and the subsequent detachment and transportation of soil particles.

EROSION AND SEDIMENTATION CONTROL PLAN – A document containing narrative, drawings and details developed by a qualified professional engineer (PE) or a Certified

Professional in Erosion and Sedimentation Control (CPESC), which includes BMPs, or equivalent measures designed to control surface runoff, erosion and sedimentation during pre - construction and construction related land disturbance activities.

GRADING – Changing the level or shape of the ground surface.

GROUNDWATER – Water beneath the surface of the ground.

GRUBBING – The act of clearing land surface by digging up roots and stumps.

ILLCIT CONNECTION – A surface or subsurface drain or conveyance, which allows an illicit discharge into the municipal storm drain system, including without limitation sewage, process wastewater, or wash water and any connections from indoor drains, sinks, or toilets, regardless of whether said connection was previously allowed, permitted, or approved before the effective date of these regulations.

ILLCIT DISCHARGE – Direct or indirect discharge to the municipal storm drain system that is not composed entirely of stormwater, except as exempted in Section 2.04. The term does not include a discharge in compliance with an NPDES Storm Water Discharge Permit or a Surface Water Discharge Permit, or resulting from firefighting activities exempted pursuant to Section 2.04 of these regulations.

IMPERVIOUS SURFACE – Any material or structure that either prevents or slows the entry of water into the underlying soil or causes water to runoff in greater quantities or at an increased rate of flow. Common impervious surfaces include, but are not limited to, rooftops, walkways, patios, driveways, parking lots, storage areas, concrete or asphalt paving, unit pavers and gravel or dense-graded crushed stone areas.

IMPERVIOUS COVER – Any material or structure on or above the ground that prevents water from infiltrating through the underlying soil. Impervious cover includes, without limitation, paved parking lots, roads, sidewalks, driveways, patios, rooftops, and swimming pools. Gravel and dirt surfaced roads and parking areas that have become compacted by vehicles and heavy equipment are considered impervious. Permeable pavers and porous pavements designed to prevent compaction are not considered impervious for the purposes of this bylaw. The term “impervious cover” shall include “impervious area” and “impervious surface.”

INFILTRATION – The act of conveying precipitation or runoff into the ground to permit groundwater recharge and the reduction of surface runoff from a project site.

LOW IMPACT DEVELOPMENT (LID) – An approach to land development design and stormwater management that attempts to mimic the natural hydrology of the site by avoiding, reducing and mitigating impacts with natural, non-structural and structural measures.

MASSDEP – Massachusetts Department of Environmental Protection.

MASSDEP STORMWATER HANDBOOK – MassDEP’s published guidelines to assist with compliance with the Massachusetts Stormwater Management Standards

MASSACHUSETTS STORMWATER MANAGEMENT STANDARDS – The Standards as further defined by the Massachusetts Stormwater Handbook, issued by the Department of Environmental Protection, and as amended, coordinating the requirements prescribed by state regulations promulgated under the authority of the Massachusetts Wetlands Protection Act G.L. c. 131 § . 40 and Massachusetts Clean Waters Act G.L. c. 21, § . 23 - 56. The Standards address stormwater impacts through implementation of performance standards to reduce or prevent pollutants from reaching both the Town’s groundwater aquifers and water bodies and to control the quantity of runoff from a site.

DRAIN SYSTEM – The system of conveyances designed or used for collecting or conveying stormwater, including, without limitation, any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, and other drainage structure that together comprise the storm drainage system situated within the Town of Truro.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER DISCHARGE PERMIT – A permit issued by United States Environmental Protection Agency or jointly with the Massachusetts Department of Environmental Protection that authorizes the discharge of pollutants to waters of the United States.

NON-STORMWATER DISCHARGE – Discharge to a drainage system not composed entirely of stormwater.

NEW DEVELOPMENT – Any construction or land disturbance on a lot, or portion of a lot, or linear right-of-way or easement that is currently in a vegetated state.

OPERATION AND MAINTENANCE (O&M) PLAN – A plan setting up the functional, financial and organizational mechanisms for the ongoing operation and maintenance of a stormwater management system to insure that it continues to function as designed.

OUTFALL – The point at which stormwater flows out from a point source discernible, confined and discrete conveyance into waters of the Commonwealth.

OWNER – A person with a legal or equitable interest in property.

PERSON – An individual, partnership, association, firm, company, trust, corporation, agency, authority, department or political subdivision of the Commonwealth or the federal government, to the extent permitted by law, and any officer, employee, or agent of such person.

POINT SOURCE – Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, or container from which pollutants are or may be discharged.

POLLUTANT – Any element or property of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any storm sewage treatment works or waters of the Commonwealth. Pollutants shall include without limitation: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard

wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnances, accumulations and floatables; pesticides, herbicides, and fertilizers; hazardous materials and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; rock, sand, salt, soils; construction wastes and residues; and noxious or offensive matter of any kind.

POST-CONSTRUCTION or POST-DEVELOPMENT – The conditions expected to exist after completion of the proposed development activity in accordance with approved plans on a specific site or tract of land, and does not refer to or include the construction phase of a project.

PRE-CONSTRUCTION – All activity in preparation for construction.

PRE-DEVELOPMENT – The conditions that exist prior to the proposed development. Where phased development or plan approval occurs (e.g., preliminary grading, roads, and utilities, etc.), the existing conditions at the time prior to the first plan submission shall establish pre-development conditions.

PROCESS WASTEWATER – Water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any material, intermediate product, finished product, or waste product.

PROJECT AREA – The portion of a parcel of land being developed or redeveloped.

PROVINCETOWN-TRURO INTERMUNICIPAL WATER AGREEMENT- As required by an Act of the Massachusetts State Legislature contractually requiring the Town of Truro's protection of the Pamet Lens as the Sole Source of Provincetown's Public Water Supply serving Provincetown and parts of Truro.

RECHARGE – The process by which groundwater is replenished by precipitation through the percolation of runoff and surface water through the soil.

REDEVELOPMENT – Any construction, alteration, improvement, repaving, or resurfacing on a site that contains impervious cover, provided the activity does not increase net impervious cover. Portions of a project that increase impervious cover will be treated as new development.

REVIEWING AGENT – Any Town Employee, board, commission, or agent delegated in writing by the Select Board to administer, implement, and enforce the Stormwater Management Regulations.

ROAD IMPROVEMENTS – For the purposes of these regulations, work on existing roads that trigger stormwater management compliance include resurfacing projects when the sub-base is intersected, the road is being widened, or when the project includes direct drainage to a beach, pond, tributary or wetland, except as exempted in Section 3.04.

RUNOFF – Rainfall, snowmelt, or irrigation water flowing over the ground surface.

SEDIMENT – Mineral or organic soil material that is transported by wind or water, from its origin to another location; the product of erosion processes.

SEDIMENTATION – The process or act of deposition of sediment.

SITE - Any lot or parcel of land where land-disturbing activities are, were, or will be performed. A parcel of land being developed or redeveloped.

SLOPE – The incline of a ground surface, typically expressed as a ratio of horizontal distance to vertical distance, or alternatively expressed as either an angle relative to horizontal or a percentage.

SOIL – Any earth, sand, rock, gravel, loam, or similar material.

STABILIZATION – The use, singly or in combination, of mechanical, structural, or vegetative methods, to prevent or retard erosion.

STORMWATER – Stormwater runoff, snowmelt runoff, and surface water runoff and drainage.

STORMWATER MANAGEMENT – Using engineered structures and non - structural (e.g., site design, vegetation) measures to reduce runoff volume and rates, remove pollutants, promote infiltration, or minimize sources of pollution.

STRIP – Any activity, which removes the vegetative ground surface, cover, including tree removal, clearing, grubbing, and storage or removal of topsoil or other surficial organic material.

SURFACE WATER DISCHARGE PERMIT – A permit issued by the Massachusetts Department of Environmental Protection (MassDEP) pursuant to 314 CMR 3.00 that authorizes the discharge of pollutants to waters of the Commonwealth of Massachusetts.

TOXIC OR HAZARDOUS MATERIAL or WASTE – Any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment. Toxic or hazardous materials include any synthetic organic chemical, petroleum product, heavy metal, radioactive, biological, or infectious waste, acid and alkali, and any substance defined as Toxic or Hazardous under G.L. Ch.21C and Ch.21E, and the regulations at 310 CMR 30.000 and 310 CMR 40.0000. TSS: Total Suspended Solids.

WASTEWATER – Any sanitary waste, sludge, or septic tank or cesspool overflow, and water that during manufacturing, cleaning or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.

WATERCOURSE – A natural or man-made channel through which water flows or a stream of water, including a river, brook, or underground stream.

WATERS OF THE COMMONWEALTH – All waters within the jurisdiction of the Commonwealth, including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, coastal waters, and groundwater.

WETLAND RESOURCE AREAS – Areas specified in the Massachusetts Wetlands Protection Regulations, 310 CMR 10.00, as amended, and in the Town of Truro Wetland Bylaw and Regulations, as amended.

Terms not defined shall be construed according to their customary and usual meaning, unless the context indicates a special or technical meaning. Words used in the present tense include the future; words in the singular number include the plural and words in the plural number include the singular; and the word "shall" is mandatory and not a suggestion. Additional definitions may be adopted by separate regulation.

SECTION 2 – ILLICIT DISCHARGE DETECTION AND ELIMINATION

2.01 Applicability

These regulations shall apply to any and all illicit discharges entering the municipally owned storm drainage system.

2.02 Responsibility for Administration

1. The Truro Select Board or its designated **Reviewing Agent** shall administer, implement and enforce these regulations.

2.03 Prohibitive Activities

1. Illicit Discharges. No person shall dump, discharge, cause or allow to be discharged any pollutant or non-stormwater discharge into the municipal separate storm drain system (MS4), into a watercourse, or into the waters of the Commonwealth, or into abutting property.

2. Illicit Connections. No person shall construct, use, allow, maintain or continue any illicit connection to the municipal storm drain system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.

3. Obstruction of Municipal Storm Drain System. No person shall obstruct or interfere with the normal flow of stormwater into or out of the municipal storm drain system without prior written approval from the Reviewing Agent.

4. Pumping of Water. No person shall direct, discharge, lead, or pump water, clear or otherwise, including groundwater and/or rooftop runoff, onto any public ways or streets, adjacent property, into the Town's municipal separate storm drain system, or into any watercourse or waters of the Commonwealth. Any pumping of groundwater shall be done in such a way that the water is contained in its entirety on the originating property and shall not create a public nuisance to the Town or abutting properties.

5. Discharging of Pool Water. No person shall pump pool water, de-chlorinated or otherwise, onto any public ways or streets, adjacent property, into the Town's municipal separate storm drain system, or into any watercourse or waters of the Commonwealth. Any pumping of pool water shall be done in such a way that the water is contained in its entirety on the originating property and shall not create a public nuisance to the Town or abutting properties.

2.04 Exemptions

The following non-stormwater discharges or flows are exempt from these regulations provided that the source is not a significant contributor of a pollutant to the Town's groundwater aquifers or into the Waters of the Commonwealth:

1. Discharge or flow resulting from firefighting activities;
2. Waterline flushing;
3. Flow from potable water sources;
4. Springs;
5. Natural flow from riparian habitats and wetlands;
6. Diverted stream flow;
7. Uncontaminated groundwater infiltration directly into the drainage system and/or MS4 as defined in 40 CFR 35.2005(20);
8. Incidental discharges from landscape irrigation or lawn watering;
9. Water from individual residential car washing;
10. Discharge from street sweeping of minor amounts of water during operations;
11. Dye testing activity in relation with a municipal operation. For private operations, if verbal notification is given to the Board prior to the time of the test;
12. Non-stormwater discharge permitted under an NPDES permit or a Surface Water Discharge Permit, waiver, or waste discharge order administered under the authority of the United States Environmental Protection Agency or the Massachusetts Department of Environmental Protection, provided that the discharge is in full compliance with the requirements of the permit, waiver, or order and applicable laws and regulations; and

13. Discharges for which advanced written approval is received from the Select Board or the [Reviewing Agent](#) as necessary to protect public health, safety, welfare or the environment.

2.05 Enforcement

1. The Select Board or the [Reviewing Agent](#) shall enforce these regulations, orders, violation notices, and enforcement orders, and may pursue all civil and non-criminal remedies for such violations.
2. Civil Relief. If a person violates the provisions of these regulations, permit, notice, or order issued thereunder, the Select Board or the [Reviewing Agent](#) may seek injunctive relief in a court of competent jurisdiction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.
3. Orders. The Select Board or the [Reviewing Agent](#) may issue a written order to enforce the provisions of these regulations, which may include:
 - (1) Elimination of illicit connections or discharges to the MS4;
 - (2) Performance of monitoring, analyses, and reporting;
 - (3) That unlawful discharges, practices, or operations shall cease and desist;
and
 - (4) Remediation of contamination in connection therewith.
4. If the enforcing person determines that abatement or remediation of contamination is required, the order shall set forth a deadline by which such abatement or remediation must be completed. Said order shall further advise that, should the violator or property owner fail to abate or perform remediation within the specified deadline, the Town of Truro may, at its option, undertake such work, and expenses thereof shall be charged to the violator.
5. Within thirty (30) days after completing all measures necessary to abate the violation or to perform remediation, the violator and the property owner will be notified of the costs incurred by the Town of Truro including administrative costs. The violator or property owner may file a written protest objecting to the amount or basis of costs with the Select Board or the [Reviewing Agent](#) within thirty (30) days of receipt of the notification of the costs incurred. If the amount due is not received by the expiration of the time in which to file a protest or within thirty (30) days following a decision of the Select Board or the [Reviewing Agent](#) affirming or reducing the costs, or from a final decision of a court of competent jurisdiction, the costs shall become a special assessment against the property owner and shall constitute a lien on the owner's property for the amount of said costs. Interest shall begin to accrue on any unpaid costs at the statutory rate provided in MGL c. 59, § 57, after the 31st day at which the costs first become due.

6. Civil Penalty. Any violation of any provision of these regulations, order or permit issued thereunder shall be punishable by a civil penalty of not more than \$100 per violation. Each day or part thereof that such violation occurs or continues shall constitute a separate offense.
7. Non-Criminal Disposition. As an alternative to civil action, the Town of Truro may elect to utilize the non-criminal disposition procedure set forth in MGL c. 40, § 21D, and Chapter I, Article I, of the Town of Truro Bylaws. The fine for the first violation shall be \$100. The fine for the second violation shall be \$200. The fine for the third and all subsequent violations shall be \$300. Each day or part thereof that such violation(s) occurs or continues shall constitute a separate offense. The Town of Truro may also impose additional penalties for reimbursement of labor and/or materials used to temporarily remedy the violation.
8. Entry to Perform Duties Under these regulations. To the extent permitted by state law, or if authorized by the owner or other party in control of the property, the Select Board or the Reviewing Agent, Truro's municipal agents, officers, and employees may enter upon privately owned property for the purpose of performing their duties under these regulations and may make or cause to be made such examinations, surveys or sampling as the Select Board or the Reviewing Agent deems reasonably necessary.
9. Appeals. The decisions or orders of the Select Board or the Reviewing Agent shall be final. Further relief shall be to a court of competent jurisdiction.
10. Remedies Not Exclusive. The remedies listed in these regulations are not exclusive of any other remedies available under any applicable federal, state or local law.

2.06 Severability

The provisions of these regulations are hereby declared to be severable. If any provision, paragraph, sentence, or clause, of these regulations or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of these regulations.

SECTION 3 – CONSTRUCTION EROSION AND SEDIMENT CONTROL, AND POST-CONSTRUCTION STORMWATER MANAGEMENT

3.01 Preamble

Construction site stormwater runoff and post-construction stormwater discharges can adversely affect public safety, public and private property, surface water, groundwater resources, drinking water supplies, recreation, aquatic habitats, fish and other aquatic life, property values and other uses of land and water. It is in the public interest to regulate construction site stormwater runoff and post-construction stormwater discharges in order to minimize the impacts identified above.

3.02 Purpose and Objectives

The purpose of these regulations is to establish minimum requirements and controls to protect and safeguard the environment, natural resources, general health, safety, and welfare of the public residing in the Town of Truro from the adverse impacts of soil erosion, sedimentation, and stormwater runoff. This section seeks to meet that purpose through the following objectives:

1. Eliminating or reducing the adverse effects of soil erosion and sedimentation;
2. Minimizing stormwater runoff from any development;
3. Minimizing nonpoint source pollution caused by stormwater runoff from development;
4. Providing for groundwater recharge where appropriate;
5. Promote environmentally sensitive design practices;
6. Ensuring controls are in place to respond to the aforementioned objectives and that these controls are properly operated and maintained;
7. Establishing provisions for the long-term responsibility for and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety;
8. Encouraging the use of nonstructural stormwater management practices or "low-impact development" practices, i.e. grass swales, rain gardens and other BMPs;
9. Establishing administrative procedures, fees and fines for violations, for the submission, review, approval or disapproval of applications for stormwater management permits, and for the inspection of approved active projects, and long-term follow up;
10. Ensuring development adheres to MassDEP's Stormwater Handbook and Stormwater Standards;
11. Meet federal requirements under phase 11 of the National Pollutant Discharge Elimination System; and
12. Meet the requirements of the Provincetown-Truro Inter-municipal Water Agreement. (2010)

3.03 Applicability and Exemptions

These regulations shall apply to all activities that result in:

1. A land disturbance activity of 10,000 square feet of land, or that will disturb less than 10,000 square feet of land but are part of a larger common plan of

development or sale that will ultimately disturb equal to or greater than 10,000 square feet of land.

2. Any land disturbance activity that results in the alteration of an area equal to or greater than 1,500 square feet of land where the existing grade is greater than 20% (1V:5H).

3. No person shall perform any activity that results in a land disturbance activity of 10,000 square feet or more of land without an approved soil erosion and sediment control plan and stormwater management plan.

4. Any new development or redevelopment that will result in a net increase in impervious surface area equal to or greater than 1,500 square feet.

5. The following exemptions from these regulations apply:

(1) Any land disturbance of less than 10,000 square feet of land;

(2) Any new development or redevelopment that will result in a net increase in impervious surface area of less than 1,500 square feet;

(3) Normal maintenance and improvement of land in agricultural use as defined by the Wetlands Protection Act regulation, 310 CMR 10.04;

(4) In addition, as authorized in the Phase II Small MS4 General Permit for Massachusetts, stormwater discharges resulting from the above activities that are subject to jurisdiction under the Wetland Protection Act and demonstrate compliance with the Massachusetts Stormwater Management Standards as reflected in an order of conditions issued by the Town of Truro Conservation Commission are deemed to be in compliance with these regulations;

(5) Emergency activities necessary to protect public health or safety, so long as all necessary emergency permits or emergency certifications have been or will be obtained, including emergency repairs to roads or their drainage systems as per the Massachusetts Stormwater Handbook and Stormwater Standards;

(6) Normal maintenance and improvements of Town of Truro publicly owned roads, including but not limited to asphalt resurfacing, road reclamation, re-grading of existing gravel roads and any other minor activities as described by 310 CMR 10.02 (2)(b) 2;

(7) Any work or projects for which all necessary approvals and permits have been issued before the effective date of these regulations.

3.04 Soil Erosion and Sediment Control

1. An erosion and sedimentation control plan review is triggered by a site development plan and/or a building permit application or other activity that falls within the jurisdiction of these regulations.
2. Applicants shall be referred by the permit-issuing agency (Planning Board, Zoning Board of Appeals, Building Department, etc.) to the Department of Public Works to conduct the soil erosion and sediment control plan review.
3. Activities that fall within the jurisdiction of this bylaw that do not require a permit from any Town department are not exempt from this provision. In this situation, the applicant must seek a soil erosion and sediment control plan review directly from the Department of Public Works.
4. The Director of Public Works may take any of the following actions as a result of his/her review: approval, approval with conditions, disapproval, or disapproval without prejudice.
5. The Building Commissioner shall administer, implement and enforce these regulations. Any powers granted to or duties imposed upon the Building Commissioner may be delegated by the Building Commissioner to his/ her designee, including but not limited to the DPW Director.
6. The Erosion and Sediment Control Plan shall contain sufficient information to describe the nature and purpose of the proposed development, pertinent conditions of the site and the adjacent areas, and proposed erosion and sedimentation controls which include BMPs appropriate to site conditions, including efforts to minimize the areas of land disturbance. The plan shall also describe measures to control construction wastes including but not limited to construction materials, concrete truck wash out chemicals, litter, and sanitary waste.
7. Construction activities and site alterations shall avoid unnecessary disturbances of areas susceptible to erosion and sediment loss. This means avoiding to the greatest extent practicable: the clearing or damaging of large forest stands; the clearing or grubbing beyond what is required for site access, construction and construction staging areas; building on steep slopes **20% (1V:5H)** or greater; and disturbing land in wetland buffer zones and floodplains.

3.05 Post-Construction Stormwater Management

1. A stormwater management plan review is triggered by a site development plan and/or a building permit application or other activity that falls within the jurisdiction of these regulations.
2. Applicants shall be referred by the permit-issuing agency (Planning Board, Zoning Board of Appeals, Building Department, etc.) to the Department of Public Works to conduct the stormwater management plan review

3. Activities that fall within the jurisdiction of this bylaw that do not require a permit from any Town department are not exempt from this provision. In this situation, the applicant must seek stormwater management plan review directly from the Director.
4. An operation and maintenance plan (O&M Plan) is required at the time of application for all projects within the jurisdiction of these stormwater regulations. The maintenance plan shall be designed to ensure compliance with the permit in all seasons and throughout the life of the system.
5. The Director of Public Works shall make the final decision of what maintenance option is appropriate in a given situation. The Director will consider natural features, proximity of site to water bodies and wetlands, extent of impervious surfaces, size of the site, the types of stormwater management structures, and potential need for ongoing maintenance activities when making this decision.
6. The O&M Plan shall identify and include all required documents, including, but not limited to, maintenance agreements and stormwater management easements. All documents may be submitted to Town Counsel for review.
7. As-Built. Permittees shall submit as-built plans prepared and certified by a Massachusetts Professional Land Surveyor no later than one year after completion of construction projects to be included with the Stormwater Management Plan. The As-Built plans must depict all on site structural and non-structural controls design to manage stormwater associated with the completed site. The plan set must include design specifications of all stormwater management controls prepared and certified by a Massachusetts Professional Engineer.
8. The operation and maintenance plan shall remain on file with the Department of Public Works and shall be an ongoing requirement.
9. Stormwater Management Systems disturbing a minimum 10,000 square feet of land or projects that are part of a common plan of development that disturb a minimum 10,000 square feet of land must adhere to the following performance standards:
 - (1) All Stormwater Management Systems must be designed in compliance with the latest version of the Massachusetts Stormwater Handbook.
 - (2) All Stormwater Management Systems must be designed to achieve the following reduction in Total Phosphorous and Total Suspended Solids (TSS) from post- construction stormwater runoff from new and redevelopment:
 - a. New development: 90% removal of average annual load of TSS and 60% removal of average annual load of Total Phosphorus;
 - b. Redevelopment: 80% removal of average annual load of TSS and 50% removal of average annual load of Total Phosphorus.

3.06 Enforcement

1. The Building Commissioner and the Department of Public Works shall make inspections of all sites covered under these regulations within the Town and may, for these purposes, enter upon the premises where such operations are carried on at all reasonable times.
2. The Select Board or the **Reviewing Agent**, acting through the Building Commissioner, DPW Director, or an authorized employee or agent, shall enforce these regulations, orders, violation notices, and enforcement orders, and may pursue all civil remedies for such violations.
3. Civil Relief. If a person violates the provisions of these regulations, permit, notice, or order issued thereunder, the Select Board or the **Reviewing Agent** may seek injunctive relief in a court of competent jurisdiction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.
4. Orders. The Select Board or the **Reviewing Agent** may issue a written order to enforce the provisions of these regulations, which may include:
 - (1) That practices, or operations, in defiance of these regulations shall cease and desist; and
 - (2) Remediation of erosion, removal of sedimentation spilled beyond approved limits, in connection therewith;
 - (3) Provision of maintenance to stormwater system in accordance with approved O&M plan.
5. Suspension of construction or site alteration activity. In the event that the activity at a site violates the conditions as stated or shown on the approved soil erosion and sediment control plan or stormwater management plan in such a manner as the Select Board or the **Reviewing Agent** determines to adversely affect the environment, public welfare/health and municipal facilities, then the agent may suspend work until the violation is corrected.
6. If the Select Board or the **Reviewing Agent** determines that abatement or remediation of contamination is required, the order shall set forth a deadline by which such abatement or remediation must be completed. Said order shall further advise that, should the violator or property owner fail to abate or perform remediation within the specified deadline, the Town of Truro may, at its option, undertake such work, and expenses thereof shall be charged to the violator.
7. Within thirty (30) days after completing all measures necessary to abate the violation or to perform remediation, the violator and the property owner will be notified of the costs incurred by the Town of Truro including administrative costs. The violator or property owner may file a written protest objecting to the amount or basis of costs with the Select Board or the **Reviewing Agent** within thirty (30) days of receipt of the notification of the costs incurred. If the amount due is not received by the expiration of the time in which to file a protest or within thirty (30) days following a

decision of the Select Board or the Reviewing Agent affirming or reducing the costs, or from a final decision of a court of competent jurisdiction, the costs shall become a special assessment against the property owner and shall constitute a lien on the owner's property for the amount of said costs. Interest shall begin to accrue on any unpaid costs at the statutory rate provided in MGL c. 59, § 57, after the 31st day at which the costs first become due.

8. Civil Penalty. Any violation of any provision of these regulations, order or permit issued thereunder shall be punishable by a civil penalty of not more than \$100 per violation. Each day or part thereof that such violation occurs or continues shall constitute a separate offense.

9. Non-Criminal Disposition. As an alternative to criminal prosecution or civil action, the Town of Truro may elect to utilize the non-criminal disposition procedure set forth in MGL c. 40, § 21D, and Appendix A, of the Town of Truro General Bylaws. The fine for the first violation shall be \$100. The fine for the second violation shall be \$200. The fine for the third and all subsequent violations shall be \$300. Each day or part thereof that such violation(s) occurs or continues shall constitute a separate offense. The Town of Truro may also impose additional penalties for reimbursement of labor and/or materials used to temporarily remedy the violation.

10. Entry to Perform Duties Under these regulations. To the extent permitted by state law, or if authorized by the owner or other party in control of the property, the Board, its agents, officers, and employees may enter upon privately owned property for the purpose of performing their duties under these regulations and may make or cause to be made such examinations, surveys or sampling as the Board deems reasonably necessary.

11. Appeals. The decisions or orders of the Select Board or the Reviewing Agent shall be final. Further relief shall be to a court of competent jurisdiction.

12. Remedies Not Exclusive. The remedies listed in these regulations are not exclusive of any other remedies available under any applicable federal, state or local law.

3.07 Severability

The invalidity of any section or provision of this Bylaw shall not invalidate any other section or provision thereof, nor shall it invalidate any order of determination which previously has been issued.

https://www.truro-ma.gov/sites/g/files/vyhlf3936/f/file/file/inter-municipal_water_agreement_0.pdf

**** INSERT STORMWATER SECTION into **Appendix A**, of the Town of Truro General Bylaws.

SUBJECT

FINE \$

ENFORCING AUTHORITY

**** PLACE BYLAW into it's own section within General Bylaws

Planning Board Draft Warrant Article March 3, 2022

PB 5 - Development Agreement Bylaw

Draft Truro Bylaw

01.0 Purpose and Intent: This bylaw/ordinance enables the Town of Truro to enter into development agreements consistent with the provisions of the Cape Cod Commission Act and Chapter D - Code of Cape Cod Commission Regulations of General Application.

02.0 Definitions: In this Bylaw, the following words have the meanings indicated:

02.1 Development Agreement: A contract entered into between the Commission and or a unit of a municipality or municipalities and a holder of property development rights, the principal purpose of which is to negotiate and to establish the development regulations that will apply to the subject property during the term of the agreement and to establish the conditions to which the development will be subject including, without limitation, a schedule of impact fees.

02.2 Lead Community: The municipality where the proposed development is located. Where more than one town is a signatory on a development agreement, the Lead Community shall be the municipality having the largest land area encompassed by the proposed development, or otherwise by consensus of the municipalities. The Board of Selectmen/Town Manager or their designee shall be authorized to execute, on behalf of the Town, a development agreement.

02.3 Qualified Applicant: A person who has a majority legal or equitable interest in the real property which is the subject of the development agreement. A Qualified Applicant may be represented by an authorized agent.

03.0 Authority: Notwithstanding provisions to the contrary, the Town of Truro is hereby authorized to enter into a development agreement with a Qualified Applicant provided the following conditions are met:

03.1 The Town's Local Comprehensive Plan has been certified by the Cape Cod Commission as consistent with the Regional Policy Plan and said certification has not been revoked;

03.2 The Town has adopted, either through an amendment to its zoning bylaw/ordinance or as a general Town bylaw, the enabling regulation contained in Sections 01.0 through Section 10.0, herein.

04.0 Parties to Development Agreements:

04.1 A development agreement may be executed by and between a Qualified Applicant and

04.1.1 the Cape Cod Commission; or

04.1.2 the Cape Cod Commission and a municipality or municipalities within which the development is located; or

04.1.3 the Cape Cod Commission and a municipality or municipalities within which the development is located and with a state agency or agencies; or

04.1.4 a municipality or municipalities within which the development is located; or

04.1.5 a municipality or municipalities within which the development is located and a state agency or agencies.

05.0 Negotiation and Execution of Development Agreements:

05.1 Negotiation of the elements of a development agreement between authorized parties (Section 04.0) and a Qualified Applicant shall follow all pertinent rules of due process currently required for public meetings, public hearings, and ratification of board/council decisions.

05.2 Negotiation of the elements of a development agreement between authorized parties (Section 04.0) and a Qualified Applicant shall be led by the Planning Board or its designee, and may include representatives from other municipal boards, departments and commissions where said joint participation will assist the negotiation process.

05.3 No development agreement may be executed by the Board of Selectmen/ Town Manager prior to an affirmative, majority vote by the Planning Board (**and Town Meeting?**) recommending the execution of the development agreement.

05.4 The Board of Selectmen/Town Manager may make minor amendments to the development agreement recommended by the Planning Board and execute said development agreement as amended, provided that such amendments do not alter the use, intensity or mitigation stipulations of the development agreement. However, in no instance may the Board of Selectmen/ Town Manager make substantial amendments to the development agreement recommended by the Planning Board without first receiving written concurrence from the Planning Board and Qualified Applicant that said substantial amendments are agreed to.

05.5 The Board of Selectmen/Town Manager or their designee shall be authorized to execute, on behalf of the town, a development agreement. Prior to executing said development agreement, the Board of Selectmen shall, at a public meeting, vote to authorize said execution. The Board of Selectmen/Town Manager shall, within seven (7) days of the vote authorizing the execution of the development agreement, cause said development agreement to be so executed and forward the same to the Qualified Applicant by certified, return receipt mail. Within twenty-one (21) days of the date said development agreement has been mailed by the Board of Selectmen/Town Manager,

the Qualified Applicant shall execute the agreement and return either by certified mail or hand delivery, the fully executed development agreement.

06.0 Elements of Development Agreements:

06.1 Proffers by a Qualified Applicant: A development agreement may include, but is not limited to, the provisions whereby a Qualified Applicant agrees to provide certain benefits which contribute to one or more of the following:

06.1.1 infrastructure;

06.1.2 public capital facilities;

06.1.3 land dedication and/ or preservation;

06.1.4 affordable housing, either on or off-site;

06.1.5 employment opportunities;

06.1.6 community facilities;

06.1.7 recreational facilities;

06.1.8 any other benefit intended to serve the proposed development, municipality or county, including site design standards to ensure preservation of community character and natural resources.

06.2 Proffers by a Lead Community: A development agreement may include the provisions whereby a Lead Community and other municipality agree to provide certain protection from future changes in applicable local regulations and assistance in streamlining the local regulatory approval process. Streamlining may include, where not in conflict with existing local, state or federal law, holding of joint hearings, coordination of permit applications and, where possible, accelerated review of permit approvals. A development agreement may also provide for extensions of time within which development approvals under state, regional and local laws may be extended to coincide with the expiration of the development agreement established in Section 09.0, below. When the Cape Cod Commission is not a party to the development agreement, the land use development rights shall not vest with respect to Cape Cod Commission regulations and designations and the property shall be subject to subsequent changes in the Commission's regulations and designations.

07.0 Procedural Requirements for Development Agreements Where the Cape Cod Commission is a Party to the Agreement:

07.1 Where the Cape Cod Commission is to be a party to a development agreement, a Qualified Applicant shall complete a Development Agreement Application Form and comply with the specific requirements set forth in Section 5 of Chapter D of the Code of Cape Cod Commission Regulations of General Application, as revised.

07.2 Where the Cape Cod Commission is to be a party to a development agreement, the procedural requirements established in Section 5 of Chapter D of the Code of Cape Cod Commission Regulations of General Application, as revised, shall be followed and no such development agreement shall be valid unless and until the requirements of said Section 5 of Chapter D have been complied with in full.

08.0 Procedural Requirements for Development Agreements Where the Cape Cod Commission is Not a Party to the Agreement:

08.1 Where the Cape Cod Commission is not to be a party to a development agreement, a Qualified Applicant shall complete a Development Agreement Application Form. The Development Agreement Application Form shall include:

- (a) A fully completed Development of Regional Impact Application Form, including a certified list of abutters;
- (b) A legal description of the land subject to the agreement and the names of its legal and equitable owners;
- (c) The proposed duration of the agreement;
- (d) The development uses currently permitted on the land, and development uses proposed on the land including population densities, and building densities and height;
- (e) A description of public facilities that will service the development, including who shall provide such facilities, the date any new facilities will be constructed, and a schedule to assure public facilities adequate to serve the development are available concurrent with the impacts of the development;
- (f) A description of any reservation or dedication of land for public purposes;
- (g) A description of all local development permits approved or needed to be approved for the development of the land;

- (h) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the Qualified Applicant of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction;
- (i) A Final Environmental Impact Report, certified as adequate by the Secretary of Environmental Affairs, if required under sections 61-62h of chapter 30 of the general laws;
- (j) Additional data and analysis necessary to assess the impact of the proposed development, as determined by the Lead Community.

08.2 All Qualified Applicants seeking to enter into a development agreement without the Cape Cod Commission as a party shall submit the proposed development to the Cape Cod Commission for a Jurisdictional Determination. If the Cape Cod Commission determines that the proposed development is not a Development of Regional Impact, then the Qualified Applicant may pursue a development agreement without the Cape Cod Commission as a party. If the Cape Cod Commission determines that the proposed development is a Development of Regional Impact, then the Cape Cod Commission must be a party to the development agreement, in which case, the provisions of Section 5 of Chapter D of the Code of Cape Cod Commission Regulations of General Application, as revised, shall apply. If the Commission determines that the proposed development is not a Development of Regional Impact, then the provisions of Sections 08.3 through 08.10 below, shall apply.

08.3 The municipality which is a party, or when more than one municipality is a party, then the Lead Community shall assume the responsibility for overseeing the development agreement process. The Lead Community shall hold a public hearing after receipt of a fully completed application from a Qualified Applicant for consideration of a proposed development agreement. At least one public hearing shall be held in at least one of the municipality(ies) in which the proposed development is located. The public hearing regarding review of a development agreement shall not exceed ninety (90) days, unless extended by mutual agreement of the parties. Failure to close the public hearing within ninety (90) days shall not result in a constructive grant of the proposed development.

08.4 When more than one municipality is a party to the agreement, then the Lead Community shall be responsible for overseeing the development agreement process as specified in these regulations. Conflicts between the Lead Community and other municipality(ies) which are a party to the agreement shall be resolved through negotiation conducted by the relevant parties. Because a development agreement is a voluntary process, unresolved disputes may result in one or more parties making a determination not to remain a party to the proposed development agreement.

08.5 The municipality or Lead Community shall provide notice of the public hearing to consider a development agreement by publication as required by Sections 5(a) and (d) of the Cape Cod

Commission Act and shall also provide notice to the Cape Cod Commission at least fourteen (14) days prior to such hearing.

08.6 The qualified applicant shall bear the cost of providing notice of the public hearing to consider the proposed development agreement.

08.7 The municipality or Lead Community shall review proposed development agreements for their consistency with the Cape Cod Commission Act and with the Regional Policy Plan and Local Comprehensive Plans. The municipality or Lead Community shall obtain a determination from the Cape Cod Commission or its designee that a proposed development agreement is consistent with the Act, the Regional Policy Plan, and Local Comprehensive Plans prior to executing a development agreement.

08.8 The municipality or Lead Community shall file its development agreement with the Clerk of the Cape Cod Commission and with the town clerk(s) of the municipality(ies) in which the development is located. Notices of development agreements shall be published in a newspaper of general circulation in the municipality(ies) in which the development is located, including a brief summary of the contents of the development agreement and a statement that copies of the development agreement are available for public inspection at the town clerk's office during normal business hours of any municipality which is a party to the agreement. In addition, the Lead Community shall provide the Cape Cod Commission with a summary of the development agreement which the Cape Cod Commission shall publish in its official publication pursuant to section 5(i) of the Cape Cod Commission Act.

08.9 Development agreements shall be issued in a form suitable for recording in the Barnstable County Registry of Deeds. The Lead Community shall record the development agreement in the Barnstable County Registry of Deeds and shall submit proof of such recording to the Town Clerk and the Cape Cod Commission Clerk within 14 days of such recording. The qualified applicant shall bear the expense of recording.

08.10 The cost for filing and processing of each development agreement shall be as established by the Board of Selectmen or Town Manager. Said filing and processing fees shall be reviewed and if appropriate, revised annually.

09.0 Limitations on Development Agreements:

09.1 Nothing in this bylaw/ordinance may be construed to permit a municipality to require a Qualified Applicant to enter into a development agreement.

09.2. A development agreement will commence and terminate as agreed by the parties, in writing, except as otherwise provided in this Section. Where the Cape Cod Commission is not a party, a development agreement shall not exceed ten (10) years, however, provisions in the

development agreement pertaining to the preservation of open space and park areas, and agreement to pay for maintenance of utilities and other infrastructure may exceed such ten year limitation. Where the Cape Cod Commission is a party, a development agreement may extend for a longer period of time than that noted above, as set forth in Section 7 of the Code of Cape Cod Commission Regulations of General Application, as revised.

09.3 A development agreement may not be used to prevent a Lead Community or other governmental agency from requiring a Qualified Applicant to comply with the laws, rules and regulations and policies enacted after the date of the development agreement, if the Lead Community or governmental agency determines that the imposition and compliance with the newly effective laws and regulations is essential to ensure the public health, safety or welfare of the residents of all or part of the jurisdiction.

10.0 Amendments and Rescission:

10.1 Where the Cape Cod Commission is not a party to the development agreement, any party to the agreement may petition the Lead Community to amend or rescind the development agreement. The petitioning party shall provide notice to all parties to the agreement and to the Cape Cod Commission of its intention to amend or rescind the agreement by providing such parties and the Cape Cod Commission with a copy of the petition seeking such amendment or rescission. When the Lead Community initiates an amendment or rescission, it shall provide notice, in writing, to all other parties to the agreement and to the Cape Cod Commission. The process for amendment or rescission shall follow the procedures for adoption outlined above.

10.2 When the Cape Cod Commission is a party to the development agreement, any other party to the development agreement may petition the Commission to amend or rescind the development agreement. Such petition shall be made in writing, on a form provided by the Cape Cod Commission. The petitioning party shall provide notice to all parties to the development agreement and to the Commission of its intention to amend or rescind the agreement by providing such parties and the Commission with a copy of the petition seeking such amendment or rescission. When the Commission initiates an amendment or rescission, it shall provide notice, in writing, to all other parties to the agreement. The process for amendment or rescission shall follow the procedures for adoption outlined above.

11.0 Enforcement:

11.1 A development agreement is a binding contract which is enforceable in law or equity by a Massachusetts court of competent jurisdiction.

12.0 Severability:

0.12.1 If any provision of this bylaw is held invalid by a court of competent jurisdiction, the remainder of the bylaw shall not be affected thereby. The invalidity of any section or sections or parts of any section or sections of this bylaw shall not affect the validity of the remainder of the [town]'s zoning bylaw.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: March 8, 2022

ITEM: Discussion and Possible Vote to Recommend CPC Warrant Articles

EXPLANATION: Attached for review, discussion and vote to recommend are the Community Preservation Act articles provided by the Community Preservation Committee (CPC) for the 2022 Annual Town Meeting. Co-Chair of the Community Preservation Committee, Mary Rose, will be available to answer questions on the articles. All articles were voted to recommend unanimously by the CPC.

As requested by the Select Board, these articles are separate article numbers, rather than individual sections of one overarching "Community Preservation Act Fund" article.

Town Counsel has reviewed these items and approves their form. The Board may opt to consider some or all of these articles at a subsequent meeting, with the understanding that there is presently one regularly scheduled meeting between tonight and the time that the Warrant needs to go to the printer. An additional work session meeting and potentially another regular meeting in March may be required to ensure enough time to vote on all of the Warrant articles.

The form of vote is positive, motion to recommend, and will be recorded in the warrant as # of yes votes - # of no votes - # of abstentions in favor, e.g. 5-0-0 in favor. Once the votes are completed, they will be added to the draft Warrant. Article numbers will be assigned as the Warrant is finalized.

SUGGESTED ACTION:

Motion to recommend {insert article title here} as printed.

ATTACHMENTS:

1. CPC Warrant Articles for 2022 Annual Town Meeting

COMMUNITY PRESERVATION ACT ARTICLES

Article XX: Community Preservation Act: Contribution to the Affordable Housing Trust Fund

(Community Housing)

To see if the Town will vote to appropriate the sum of Three Hundred Thousand dollars and no cents (\$300,000.00) from Projected Fiscal Year 2023 Community Preservation Act Surcharge Revenue, to contribute to the Truro Affordable Housing Trust Fund, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by Truro Housing Authority

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

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

Article XX: Community Preservation Act: Housing Consultant

(Community Housing)

To see if the Town will vote to appropriate the sum of Twenty-five Thousand dollars and no cents (\$25,000.00) from Projected Fiscal Year 2023 Community Preservation Act Surcharge Revenue, to provide technical assistance to the Truro Housing Authority, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by Truro Housing Authority

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

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			

Article XX: Community Preservation Act: Lower Cape Housing Institute

(Community Housing)

To see if the Town will vote to appropriate the sum of Fifteen Thousand dollars and no cents (\$15,000.00) from Projected Fiscal Year 2023 Community Preservation Act Surcharge Revenue, to provide support for the regional Lower Cape Housing Institute offered by the Community Development Partnership, Inc., and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Community Development Partnership

Explanation: The Community Development Partnership (CDP) is offering the Lower Cape Housing Institute for a sixth year. The CDP seeks contributions from the eight participating towns towards the costs of continued training and technical assistance to develop better understanding of Community Housing needs and to support the town in meeting its housing production goals. Sessions are free to Town officials and other interested parties. CDP expects to continue large audience virtual sessions on particular topics and hold in-person peer group meetings.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			

Article XX: Community Preservation Act: Orleans Cape Cod Five Housing

(Community Housing)

To see if the Town will vote to appropriate the sum of One Hundred Thousand dollars and no cents (\$100,000.00) from Projected Fiscal Year 2023 Community Preservation Act Surcharge Revenue, to provide regional support for the creation of 62 year-round family rental units at 19 West Road, Orleans, Massachusetts by Pennrose, LLC, and to enter into a grant agreement which shall include the acquisition of n affordable housing restriction on behalf of the Town to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by Pennrose, LLC

Explanation: The project includes the re-use of the former Cape Cod 5 bank headquarters combined with new addition and construction of two separate townhouse buildings, as mixed-income housing, including 52 affordable units and 10 workforce apartments, at varying income levels including up to 30%, 60%, 100% and 120% of the area median income. Six units are fully accessible, and two units will be planned for visually or hearing impaired. There will also be “visitable” units allowing visitors access into the units and bathrooms. Construction is expected to begin in late 2022 or early 2023.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			

Article XX: Community Preservation Act: High Head Trail Development

(Open Space)

To see if the Town will vote to appropriate the sum of Seventy-eight Thousand dollars and no cents (\$78,000.00) from Projected Fiscal Year 2023 Community Preservation Act Surcharge Revenue, to develop a trail system on the High Head Conservation land, jointly owned by Truro Conservation Commission and the Commonwealth of Massachusetts, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Truro Conservation Trust

Explanation: A trail for the High Head Conservation area will both protect the land and open it to public access. The project includes 1 ½ miles of trails, six benches at resting and viewing locations, and educational signs. The trail system will extend from the existing Rte. 6 parking area to the Town Beach parking at 207 Shore Rd. The Truro Conservation Trust will be responsible for stewardship of the property, trails, benches and educational stations.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			

Article XX: Community Preservation Act: Memorials for Payomet Peoples—Phase 1

(Historical Preservation)

To see if the Town will vote to appropriate the sum of Thirty-seven Thousand, Five Hundred dollars and no cents (\$37,500.00) from Projected Fiscal Year 2023 Community Preservation Act Surcharge Revenue for the Truro Historical Commission and the Truro Historical Society to establish possible commemorative memorials and monuments for the Payomet Peoples

and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Truro Historical Commission & the Truro Historical Society

Explanation: The Truro Historical Commission & the Truro Historical Society with a team, including members of the Wampanoag Nation, will evaluate possibilities for design and location of memorials and monuments honoring Truro’s Native Peoples. The Pamet area, Corn Hill, and the Highlands/Tashmuit are three locations under consideration, but others may be identified.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			

Article XX: Community Preservation Act: Acquisition Fund for Highland House Museum

(Historical Preservation)

To see if the Town will vote to appropriate the sum of Forty-nine Thousand, Four Hundred & forty dollars and no cents (\$49,440.00) using Thirty Thousand, Two Hundred Sixty-nine dollars and no cents (\$30,269.00) from Projected Fiscal Year 2023 Community Preservation Act Surcharge Revenue and Nineteen Thousand, One Hundred Seventy-one dollars and no cents (\$19,171.) from Fiscal Year 2022 Budgeted Reserve Funds for the acquisition of Truro art, Wampanoag artifacts, and the restoration of a centuries-old loom, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Truro Historical Society

Explanation: The Truro Historical Society intends to increase the depth of the Highland House Museum’s collection and repair a late 18th – early 19th century loom that was donated to the museum in 1973. The collection of donated works by Truro-based artists or featuring Truro would be augmented by purchases. The museum seeks to acquire a permanent collection of authentic Wampanoag art and artifact, including a wet8 (pronounced wetu). The loom, donated by Miss Schumann of South Truro with parts and supplies donated by John Kelly and Erma Allen is still missing parts needed to return it to working order.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			

Article XX: Community Preservation Act: Town Records—Phase 1

(Historical Preservation)

To see if the Town will vote to appropriate the sum of One Hundred and Six Thousand, dollars and no cents (\$106,000.00) using Seventeen Thousand, Four hundred Eighty-one dollars and Ninety-two cents (\$27,713) from Projected Fiscal Year 2023 Community Preservation Act Surcharge Revenue and Eighty-eight Thousand, Five Hundred, Eighteen dollars and Eight cents (\$78,287) from the Fiscal Year 2022 Budgeted Reserve for the preservation and restoration of Truro’s oldest records and accessibility for all permanent records, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Truro Town Clerk and Town Manager

Explanation: The project will preserve and restore Truro’s oldest records that date back to the 17th century and provide adequate storage and accessibility for all permanent records within the Town of Truro. In Phase 1, a third-party will inventory and index Town Hall documents, digitalize and scan them into and an online portal. Digitalization of the records ensures continuity, disaster recovery and wide availability to the public.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			

Article XX: Community Preservation Act: 9 Mobi Mats or Equivalent and Fencing for Improved Beach Access

(Recreation)

To see if the Town will vote to appropriate the sum of Forty Thousand, Five Hundred Sixty-four dollars and no cents (\$40,564.00) from Projected Fiscal Year 2023 Community Preservation Act Surcharge Revenue for the purchase of Mobi-mats and Mobi-fencing or their equivalents for Town beaches, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto, or take any other action relative thereto.

Requested by the Truro Disabilities Commission

Explanation: Wider Mobi-Mats will improve pedestrian access at three Town beaches: Head of the Meadow, Coast Guard, and Corn Hill. Fencing at Head of the Meadow Beach will prevent sand and shorebirds from settling on the mats there. The mats and fencing will make the beaches accessible to all in a safe and ecological way. The portable mats will be rolled up and stored by the DPW during the off-season.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			

Article XX: Community Preservation Act: Truro Beach Paddlecraft Racks

(Recreation)

To see if the Town will vote to appropriate the sum of Six Thousand, Nine Hundred Forty dollars and no cents (\$6,940.00) from the Fiscal Year 2022 Budgeted Reserve for design and construction of paddlecraft racks at several Town beaches, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto, or take any other action relative thereto.

Requested by the Truro Beach Advisory Committee

Explanation: Paddlecraft racks for kayaks, stand-up paddleboards and other small boats have never been available before at Truro beaches. The racks will help control dune erosion caused by prior storage of paddlecraft and kayaks in the dunes. All paddlecraft will be registered, ID'd and permitted through the Beach Office. The racks will be designed to withstand the elements and last for many years. Construction and maintenance will be performed by the Truro DPW.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			

Article XX: Community Preservation Act: Truro Library Edible Forest

(Recreation)

To see if the Town will vote to appropriate the sum of Fifteen Thousand, Eight Hundred dollars and no cents (\$15,800.00) from the Fiscal Year 2022 Budgeted Reserve for establishment of an edible forest path on Town-owned property between the Library and Sally's Way, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto, or take any other action relative thereto.

Requested by the Truro Library Board of Trustees, Friends of the Public Library and Sustainable CAPE

Explanation: The Edible Forest will build upon the library's collaboration with Sustainable CAPE (Center for Agricultural Preservation & Education). The project will reclaim an unused area with edible indigenous plantings, a simple irrigation system, shaded outdoor spaces, and educational signage. This new public garden will create a beautiful path while providing landscape education and free, healthful food.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			

Article XX: Community Preservation Act: 12 Histories of Pond Village & Fishing Industry at Cold Storage Beach

(Recreation)

To see if the Town will vote to appropriate the sum of Four Thousand, Nine Hundred Thirty-six dollars and no cents (\$4,936.00) from the Fiscal Year 2022 Budgeted Reserve for two interpretive graphic displays at Cold Storage Beach, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto, or take any other action relative thereto.

Requested by the Pond Village Preservation Committee

Explanation: Two historical displays to commemorate the history of Cold Storage Beach and Pond Village. The first installation will be designed to explain the role trap fishing and the role of the plant at Cold Storage Beach. A second panel will focus on Pond Village and its place in history and the greater Truro community. The group is coordinating with the DPW, the Truro Historical Commission and the Truro Historical Society to protect and restore the history for future generations.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			

Article XX: Community Preservation Act: Administrative Support

To see if the Town will vote to appropriate the sum of Thirty-three Thousand, Eight Hundred, Eighty-four dollars and no cents (\$33,884.00) from Projected Fiscal Year 2023 Community Preservation Act Surcharge Revenue for the administrative expenses of the Community Preservation Committee, or take any other action relative thereto.

Requested by Community Preservation Committee

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

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation			



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: March 8, 2022

ITEM: Review and Vote of Annual Town Meeting Articles

EXPLANATION: Attached for review, discussion and vote to recommend are select articles from the Annual Town Meeting Warrant. In addition to the Community Preservation Act articles presented in the previous agenda item, the articles presented for tonight's discussion are:

- Article X: Shellfish Revolving Fund
- Article X: General Override
- Article XX: Home Rule Petition to Establish a Tax Workoff Program for Persons with Disabilities
- Article XX: Home Rule Petition to Impose a 0.5% Real Estate Transfer Fee

Town Counsel has reviewed these items and approves their form. The Board may opt to consider some or all of these articles at a subsequent meeting, with the understanding that there is presently one regularly scheduled meeting between tonight and the time that the Warrant needs to go to the printer. An additional work session meeting and potentially another regular meeting in March may be required to ensure enough time to vote on all of the Warrant articles.

The Warrant closed for the submission of articles on February 25, 2022 at 4 pm. The deadline for financial articles was February 4, 2022. The petitioned articles are included as attachments and have been certified. They may be considered for discussion or vote to recommend, however, please note that Town Counsel has not yet reviewed these articles.

The form of vote is positive, motion to recommend, and will be recorded in the warrant as # of yes votes - # of no votes - # of abstentions in favor, e.g. 5-0-0 in favor. Once the votes are completed, they will be added to the draft Warrant. Article numbers will be assigned as the Warrant is finalized.

SUGGESTED ACTION:

Motion to recommend {insert article title here} as printed.

ATTACHMENTS:

1. Town Meeting Articles for Consideration at 3/8/22 Meeting
2. Petitioned Articles (7)

Article X: Shellfish Revolving Fund

To see if the Town will vote to establish the Shellfish Program Revolving Fund under the authority of MGL Chapter 44 Section 53E½. The revolving fund shall be available for expenditure by the Harbormaster/ Shellfish Constable, with the approval of the Town Manager, to fund expenses related to Shellfish propagation efforts. The total authorized expenditures from the fund shall not exceed two thousand dollars in any one fiscal year. As per MGL Chapter 44 Section 53E½, expenditures from the fund shall not exceed the balance in the fund nor the total authorized expenditures established by Annual Town Meeting. The fund will not be used to pay salary, wages or benefits of any full time employee. The fund shall be subject to annual authorization by Annual Town Meeting;

and furthermore to amend Section 1.1.8 of the General Bylaws to include the Shellfish Program Revolving Fund as follows (additions in **bold underline**, deletions in ~~strike through~~):

There is hereby established in the Town of Truro pursuant to G.L. c. 44, §53 ½ the following Revolving Funds:

Revolving Fund	Authorized to Spend Fund	Revenue Source	Use of Fund
Council on Aging	Director of Council on Aging	Program Fees	Development and Promotion of Programs
<u>Shellfish Program</u>	<u>Harbormaster/ Shellfish Warden</u>	<u>The First \$2,000 of Shellfish Permit Receipts Received in the Fiscal Year</u>	<u>Shellfish Propagation Efforts</u>

Expenditures from the revolving funds set forth herein shall be subject to the limitation established annually by Town Meeting or any increase therein as may be authorized in accordance with G.L. c. 44, §53 ½.

and furthermore to set the spending limit for the Shellfish Program Revolving Fund for Fiscal Year 2023 at two thousand dollars (\$2,000) pursuant to Section 1.1.8 of the General Bylaws;

or to take any other action relative thereto.

Requested by the Shellfish Advisory Committee and the Harbormaster/ Shellfish Warden

Explanation: This article would provide the Harbormaster/ Shellfish Warden the ability to purchase seed or expend funds for the purpose of the Shellfish Program and propagation efforts. Often, seed availability, advantageous seed pricing and grant programs come up unexpectedly. Having a revolving fund established for this purpose would allow the Harbormaster/ Shellfish Constable to take advantage of these opportunities without having previously budgeted for them. Up to \$2,000 of Shellfish Program receipts would go into this fund annually for these purposes. The remaining receipts would continue to be receipts reserved for appropriation.

Agenda Item: 6H1

Finance Committee Recommendation			
Select Board Recommendation			

Article X: General Override

To see if the Town will vote to add four (4) full-time firefighter/EMTs or firefighter/paramedics to the Fire/Rescue Department’s staffing, effective July 1, 2022, to raise and appropriate the sum of Three Hundred fifty-five thousand, seven hundred sixty-five dollars and no cents (\$355,765.00), of which \$262,565 be appropriated to the Fire/Rescue Salary and Wage budget (01022051), and \$65,400 be appropriated to the Group Health Insurance: Town Share budget (01091451) and that \$24,800 be appropriated to the Fire/Rescue Supplies (01022054) and that \$3,000 be appropriated to the Fire/Rescue Services budget (01022052); provided, however, that if the Town receives a Safer grant for the new positions prior to October 1, 2022, that \$327,965 be appropriated to the Fire/Rescue Capital budget (01022058), and that \$24,800 be appropriated to the Fire/Rescue Supplies (01022054) and \$3,000 be appropriated to Fire/ Rescue Services budget (01022052), and further to make this appropriation contingent upon the passage of an override ballot question under Chapter 59, Section 21C(g) of the General Laws (Proposition 2 ½), or to take any other relative thereto.

Requested by the Select Board

Explanation: The proposed override would help address staffing and employee retention issues facing the Fire & Rescue Department. Presently, the department has a staff of nine plus the Chief to cover the 24/7/365 operation. Due to inadequate staffing, vacancies created by resignation, injury or leave occur more frequently and can have severe and negative consequences on the ability to provide service, as evidenced by a series of resignations that occurred in August and September of 2021. The addition of four firefighter/paramedics would reduce the impact of staffing shortages, create safer working conditions for Truro firefighters, and improve critical response times for fire and rescue service for our community members.

*A regional Emergency Medical Service study is near completion and concurs with the need for additional EMS staff in Truro. The study examined the current service model and the anticipated changes to the provision of EMS services in Truro. The four additional personnel requested will allow the department to operate three-person shifts, which will help the staffing levels meet community demand if contracted EMS service providers are no longer able to operate. A grant was requested from the federal SAFER Grant Program, which would fund four firefighters and their wages and benefits, for a three year period. This article would cover the cost of the four firefighter positions, associated equipment, and associated health insurance costs, if the grant is **not** received. If the federal grant **is** awarded, the override will cover the cost of equipment, including an ambulance for the department, eliminating the need for future capital exclusion debt and interest payments that would be paid on borrowed funds. Approving this article and ratifying the vote at the Annual Election ballot will allow the personnel to be funded indefinitely, so that in three years when awarded grants expire or in the event that the grant is not awarded, the salaries for these positions will remain in the Department’s operational budget.*

Finance Committee Recommendation			
Select Board Recommendation			

Article XX: Home Rule Petition to Establish a Tax Workoff Program for Persons with Disabilities

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation authorizing the Town to establish a program to reduce property tax liability in exchange for volunteer services for persons with disabilities as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to said bill, unless the Select Board approves amendments thereto prior to enactment by the General Court, and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition.

**AN ACT AUTHORIZING
THE TOWN OF TRURO
TO ESTABLISH A PROGRAM TO REDUCE PROPERTY TAX LIABILITY IN EXCHANGE FOR
VOLUNTEER SERVICES FOR PERSONS WITH DISABILITIES**

The Town of Truro may establish program to allow persons with disabilities over the age of 18 or a member of their household to volunteer to provide services to the town. In exchange for such volunteer services, the town shall reduce the real property tax obligations of such person with disability on the tax bills of the person's legal residence or whomever the disabled individual dedicates their work to be credited to and any reduction so provided shall be in addition to any exemption or abatement to which any such person or person in the household is otherwise entitled and no such person shall receive a rate of, or be credited with, more than the current minimum wage of the commonwealth per hour for services provided pursuant to such reduction nor shall the reduction of the real property tax bill exceed \$1,500 in a given tax year. For the purposes of this program, a "person with disability" shall be defined as "a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment and proof of disability documented by one (1) of the following: a) statements or letters on a physician's/medical professional's letterhead stationary; b) statements, records or letters from a Federal Government agency that issues or provides disability benefits; c) statements, records or letters from a State Vocational Rehabilitation Agency counselor or; d) certification from a private Vocational Rehabilitation or other Counselor that issues or provides disability benefits. It shall be the responsibility of the town to maintain a record for each program-participating taxpaying property member including, but not limited to, the number of hours of service and the total amount by which the real property tax has been reduced and to provide a copy of such record to the assessor in order that the actual tax bill reflect the reduced rate. Proof of disability documents shall be verified by the assessor and shall not be open to public inspection. A copy of such record shall also be provided to the taxpayer prior to the issuance of the actual tax bill. The town shall have the power to create local rules and procedures for implementing this section in any way consistent with the intent of this section.

In no instance shall the amount by which a person's property tax liability is reduced in exchange for the provision of services be considered income, wages, or employment for purposes of taxation as provided in chapter 62, for the purposes of withholding taxes as provided in chapter 62B, for the purposes of workers' compensation as provided in chapter 152 or any other applicable provisions of the General Laws, but such person while providing such services shall be considered a public employee for the purposes of chapter 258, but such

services shall be deemed employment for the purposes of unemployment insurance as provided in chapter 151A.

or to take any other action relative thereto.

Requested by the Select Board

Explanation: This article would allow the Select Board to petition the General Court for special legislation that would allow the Town of Truro to establish a program that would allow persons with disabilities to provide volunteer services to the town in exchange for a reduction in the real property tax obligation on the person's home. The program would be similar to the "Senior Tax Work-off Program" that is already in existence in Truro. Similar to the Senior Tax Work-off Program, the "Persons With Disabilities Tax Work-off Program" would be capped at \$15,000 a year of property tax reductions for the entire program. Once approved by the General Court, \$15,000 would be allocated in the FY2024 overlay budget to off-set the tax reductions to individuals. This article originated as a Disabilities Commission article that ultimately the Select Board chose to request because of the Board's support for the proposed program. Please note that while the proposed Act allows for up to a \$1,500 reduction to match the existing Massachusetts General Law for the Senior Tax Program, currently the Town of Truro caps the program for Senior volunteers at \$1,000 per individual and it is likely that the Select Board would establish the same cap for the program for Persons with Disabilities.

Select Board Recommendation			
Disabilities Commission			

Article XX: Home Rule Petition to Impose a 0.5% Real Estate Transfer Fee

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for special legislation authorizing the Town to impose a 0.5% real estate transfer fee as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to said bill, unless the Board of Selectmen approves amendments thereto prior to enactment by the General Court, and provided further that the Board of Selectmen is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition.

**AN ACT AUTHORIZING
THE TOWN OF TRURO
TO IMPOSE A 0.5% REAL ESTATE TRANSFER FEE**

Section 1. There is hereby imposed a real estate transfer fee equal to 0.5% (half percent, ½%) of the purchase price upon the transfer of any real property interest in any real property situated in the Town of Truro. Said fee shall be the liability of the purchaser of such property interest, and any agreement between the purchaser and the seller or any other person with reference to the allocation of the responsibility for bearing said fee shall not affect such liability of the purchaser. The fee shall be paid to the Town of Truro. Fifty percent (50%) of the funds collected in each fiscal year shall be deposited in the Town's Capital Improvement Stabilization Fund and the remaining fifty percent (50%) shall be deposited into the Town's Affordable Housing Stabilization Fund.

Section 2. The following transfers of real property interests shall be exempt from the real estate transfer fee:

- A. First time homebuyers who live in the home for at least 5 years. A lien shall accompany the deed stating that "There is running with the land a lien equal to the amount of fee exempted, plus accumulated interest and penalties until such time as all conditions of this sub-section are met."
- B. Transfers to the government of the U.S., the Commonwealth, the Town of Truro and any of their instrumentalities, agencies or sub-divisions, such as the Truro Housing Authority.
- C. Transfers made without additional consideration to confirm, correct, modify or supplement a transfer previously made.
- D. Transfers of convenience with consideration under \$100 which include: name change, into trusts, out of trust, etc.
- E. Transfers to any charitable organization as defined in Clause 3 of Section 5 of Chapter 59 of the General Laws or any religious organization providing that the real property interests so transferred will be held solely for public charitable or religious purposes.
- F. Transfers between family members, marriage partners, parents and children, grandchildren, stepparents and stepchildren, brothers and sisters.

Section 3.

- A. The fee imposed shall be due at the time of the transfer of the real property interest.

B. The buyer shall pay interest on any unpaid amount of the fee at the rate the Town collects on unpaid real estate taxes.

C. The Town shall notify a buyer by registered or certified mail of any failure to discharge the amount in full of fee due.

D. All fees and interest required to be paid under this Act shall constitute a personal debt of the buyer and may be recovered in an action of contract.

Section 4. This Act shall take effect on passage;

or to take any other action relative thereto.

Requested by the Board of Selectmen

Explanation: The purpose of the article is to allow the Select Board to petition the General Court for special legislation that would allow the Town of Truro to establish a 0.5% real estate transfer fee. Once the legislation passes at the State level, the Town would be able to establish the transfer fee. The primary purpose of the real estate transfer fee would be to support the Town's Capital Improvement Stabilization Fund and Affordable Housing in Truro. This would provide an alternative funding source for the Town to protect, maintain and develop the necessary infrastructure for Town property and operations and to have a dedicated funding stream for affordable housing. The tax would be paid by the purchaser and there are several exemptions to the fee including for first time home buyers and transfers between family members.

This article was approved by the voters at the 2019 Annual Town Meeting (Article 15) but has not been approved by the legislature. To continue to petition the General Court for this special legislation, Town Meeting must approve this article. This article was updated to reflect the motion made on Town Meeting floor to deposit 50% of the fees collected into the Capital Improvement Stabilization Fund and 50% of the fees into the Affordable Housing Trust Fund.

Finance Committee Recommendation			
Select Board Recommendation			

NOMINATION PAPERS OR INITIATIVE PETITIONS RECEIPT FORM

DATE RECEIVED: January 18th 2022 TIME: 1:51 AM/PM (P)

RECEIVED FROM: _____

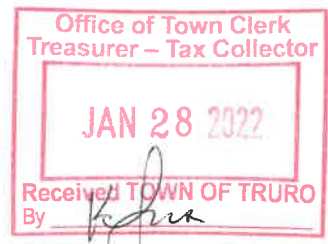
PHONE NUMBER & EMAIL: _____

FOR OFFICE/PETITION: Bar Dumping Radioactive Material into Cape Cod Bay

TYPE OF PAPERS:

INITIATIVE PETITIONS: #PAGES: 3

NOMINATION PAPERS: #PAGES: _____



NUMBER OF SUBMITTED SIGNATURES: 15

RECEIVED BY: Kei Fuller, Town Clerk

NUMBER OF CERTIFIED SIGNATURES: 15

DATE INFORMED: 2/14/22 phone/email DATE INFORMED: _____ phone/email

DATE RETURNED: _____ TIME: _____ AM/PM METHOD: _____

RETURNED TO: _____
Candidate/Agent Signature Candidate/Agent Printed Name

OFFICE STAFF INITIALS: KA

x called - answered ✓ Notified party for pick-up

Non Binding Public Advisory Question for the 2022 Spring Town Ballot calling upon Holtec, owner and decommissioning company for the Pilgrim Nuclear Power Station, immediately withdraw any plans to discharge any radioactive water into Cape Cod Bay.

WHEREAS, Cape Cod Bay is a protected area and habitat for the endangered Right Whale; and
WHEREAS, Cape Cod Bay provides a vital livelihood for fishermen and the tourist industry; and
WHEREAS, According to the National Academies of Science, there is no safe dose of ionizing radiation; and
WHEREAS, Holtec can discharge radioactive water anytime without approval of the Nuclear Regulatory Commission [NRC]; and
WHEREAS, The Attorney General of New Mexico has filed a lawsuit against the NRC for unlawful proceedings and illegal activities involving Holtec; and
WHEREAS, The Commonwealth has the authority to stop the dumping;

Therefore, shall the people of the Town of TRURO, MA direct the local government to communicate with Governor Charlie Baker, Attorney Maura Healey, and the State Legislature to employ all means available to ensure that Holtec commits to immediately withdrawing any plans to dump any radioactive water into Cape Cod Bay?

PRINT FULL NAME	SIGNATURE	RESIDENTIAL STREET ADDRESS
Anel Higgins-Steale		24 Parker Dr. Truro MA 02652 ✓
Alex Lim, Parker		24 Parker Dr. Truro MA 02652 ✓
Elizabeth Higgins-Steale		3 Whitmanville Rd MA 02666 ✓
ROBERT HIGGINS- STEELE		3 WHITMANVILLE RD TRURO MA 02666 ✓
Christopher Clark		14 Higgins Hollow Rd Truro MA 02666 ✓
Jane Moon Clark		1 Higgins Hollow Rd Truro MA 02666 ✓
bruce ployer		14 PARKER DR, TRURO, MA 02666 ✓

Office of Town Clerk
Treasurer – Tax Collector



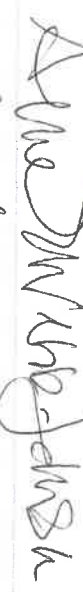


1:51 PM
JAN 28 2022

Received
By [Signature] TOWN OF TRURO

Non Binding Public Advisory Question for the 2022 Spring Town Ballot calling upon Holtec, owner and decommissioning company for the Pilgrim Nuclear Power Station, immediately withdraw any plans to discharge any radioactive water into Cape Cod Bay.

WHEREAS, Cape Cod Bay is a protected area and habitat for the endangered Right Whale; and
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PRINT FULL NAME	SIGNATURE	RESIDENTIAL STREET ADDRESS
Suzanne Bergeron		13 Snows Rd Truro ✓
Brucia Rutkowski		13 Snows Rd Truro ✓
ANNE WEBB-JOHNSON		30 STARR RD. N. TRURO ✓
BRIAN DUNNE		31 Long Hook Rd Truro ✓
JESSICA BEAVIS		3 Pine Ridge Rd, N Truro ✓

Office of Town Clerk
Treasurer – Tax Collector
1:51 PM
JAN 28 2012
Received TOWN OF TRURO
By *[Signature]*

Non Binding Public Advisory Question for the 2022 Spring Town Ballot calling upon Holtec, owner and decommissioning company for the Pilgrim Nuclear Power Station, immediately withdraw any plans to discharge any radioactive water into Cape Cod Bay.

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WHEREAS, The Commonwealth has the authority to stop the dumping;

Therefore, shall the people of the Town of TURO direct the local government to communicate with Governor Charlie Baker, Attorney Maura Healey, and the State Legislature to employ all means available to ensure that Holtec commits to immediately withdrawing any plans to dump any radioactive water into Cape Cod Bay?

PRINT FULL NAME	SIGNATURE	RESIDENTIAL STREET ADDRESS
Laurie R. Veninger JAMES M. VENINGER		2 Highland Ave North Turco ✓
Desmond Enis et		5 Joseph Road Turco ✓

Office of Town Clerk
Treasurer - Tax Collector
1 51 PM
JUN 28 2002
Received TOWN OF TRURO
By *[Signature]*

**NOMINATION PAPERS OR INITIATIVE PETITIONS
RECEIPT FORM**

DATE RECEIVED: Feb 3rd 2022 TIME: 12:55 AM/PM (P)

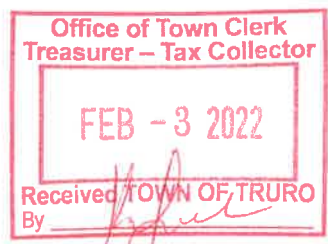
RECEIVED FROM: Raphael Richter

PHONE NUMBER & EMAIL: 774-722-1422

FOR OFFICE/PETITION: Chloe Voucher

TYPE OF PAPERS:

1 INITIATIVE PETITIONS: #PAGES: 1
 NOMINATION PAPERS: #PAGES:



NUMBER OF SUBMITTED SIGNATURES: 12

RECEIVED BY: [signature]

NUMBER OF CERTIFIED SIGNATURES: 11

DATE INFORMED: 2/14/22 phone/email DATE INFORMED: phone/email

DATE RETURNED: TIME: AM/PM METHOD:

RETURNED TO: Candidate/Agent Signature Raphael Richter Candidate/Agent Printed Name

OFFICE STAFF INITIALS: VA

TRURO 2022 ANNUAL TOWN MEETING ARTICLE REQUEST CITIZEN PETITION

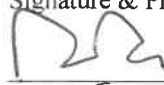





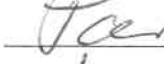
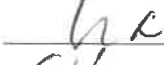

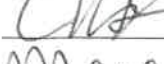
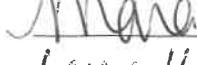
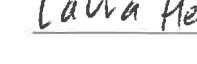
Childcare Voucher Program: To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$300,000 to pay the costs of funding a voucher system for eligible children, as outlined below, aged birth to 4 years old to attend a state-licensed child care and/or state-licensed PreK program, including any administrative fees associated with the Program. Eligible children may receive a maximum of \$7,500 per year in direct-to-provider voucher support. Additionally, eligible children shall be those that cannot be accommodated in the Truro Central School PreK Program for any reason.

Eligible children under this Program shall be from any one of the following categories:

- Children of Truro residents,
- Children of Town of Truro employees,
- Children of employees employed by a business with a physical location in the Town of Truro,

The administration of this program and related funds shall be overseen by the Select Board or their designee, or to take any other action relative thereto.

Submitted by:

	Signature & Printed Name:	Address:	
1.	 Raphael W. Richter	6 Snows Rd	✓
2.	 Vida Richter	6 Snows Rd	✓
3.	 Kolby Blehm	12 N Union Field Rd	✓
4.	 Kaitlin Blehm	12 N Union Field Rd	✓
5.	 Nola Glatzel	1 Depot Road	x Wrong Address
6.	 Teresa Fenichel	2 Marian Lane	✓
7.	 Paul Fenichel	2 Marian Ln	✓
8.	 Nancy Fenichel	2 Marian Lane	✓
9.	 Ellen Athaus	1 North Unionfield Truro	✓
10.	 Claire Adams	1 North Unionfield Truro	✓
11.	 Mara Glatzel	10 old firehouse rd	✓
12.	 Laura Hebert	16 Old Firehouse Rd	✓
13.			
14.			

**NOMINATION PAPERS OR INITIATIVE PETITIONS
RECEIPT FORM**

DATE RECEIVED: February 3, 2022 TIME: 12:55 AM/PM (P)

RECEIVED FROM: Raphael Richter

PHONE NUMBER & EMAIL: 774-722-1422

FOR OFFICE/PETITION: Deed Restriction (New-Bridges)

TYPE OF PAPERS:

1 INITIATIVE PETITIONS: #PAGES: 2

 NOMINATION PAPERS: #PAGES:

NUMBER OF SUBMITTED SIGNATURES: 13

RECEIVED BY: [Signature]



NUMBER OF CERTIFIED SIGNATURES: 11

DATE INFORMED: 2/14/22 phone/email (P) DATE INFORMED: phone/email

DATE RETURNED: TIME: AM/PM METHOD:

RETURNED TO: Candidate/Agent Signature
Raphael Richter Candidate/Agent Printed Name

OFFICE STAFF INITIALS: VF

TRURO 2022 ANNUAL TOWN MEETING ARTICLE REQUEST CITIZEN PETITION

Non-Binding Resolution – Study & Execute the Creation and Administration of a Workforce Housing Deed Restriction Buy Back Program:

Whereas, there is a Workforce Housing shortage of severe proportions in the Town of Truro and in Barnstable County in general;











Whereas, the City of Vail, Colorado in Eagle County, Colorado has created a successful and cost-effective Program as contemplated in this Resolution that can and should serve as a model for the Town of Truro. Since its inception in 2017 and through 2021, the Vail Program has permanently guaranteed workforce housing for over 340 workers in Eagle County, Colorado at an average cost of \$82 per square foot spread over 167 units/261 Bedrooms;

Now therefore, to see if the Town will vote to instruct the Select Board to create a task force to study and return to the next annual town meeting with a recommendation on the proper format and plan of execution for a program that would purchase deed restrictions on domiciles in Truro, guaranteeing that the occupancy of the domicile is by an owner and/or renter that works in all or part of Barnstable County. The task force should study and recommend a comprehensive plan for the Program analyzing cost, administration, long-term viability, funding formulas, and any other relative points and develop a Town Meeting article(s) to execute the plan at the next Town Meeting. The task force should hold at least three public hearings as it develops the aforementioned plan; or take any other action relative thereto.

Submitted by:

Signature & Printed Name:

Address:

- | | | | | |
|-----|---|-------------------|--------------------------------|---------------------|
| 1. |  | Raphael W Richter | 6 Snows Rd | ✓ |
| 2. |  | Vicky Richter | 6 Snows Rd | ✓ |
| 3. |  | Kolby Blehm | 12 N Union Field Rd | ✓ |
| 4. |  | Kaitlin Blehm | 12 N Union Field Rd | ✓ |
| 5. |  | Nola Glatzel | 1 Depot Road | x Different address |
| 6. |  | Tessa Fenichel | 2 Marian Ln | ✓ |
| 7. |  | Paul Fenichel | 2 Marian Ln | ✓ |
| 8. |  | Nancy Fenichel | 2 Marian Ln | ✓ |
| 9. |  | Henry Adams | 1 N. Unionfield rd N. Truro | ✓ |
| 10. |  | Claire Adams | 1 North unionfield Rd N. Truro | ✓ |
| 11. | | | | |

TRURO 2022 ANNUAL TOWN MEETING ARTICLE REQUEST CITIZEN PETITION

Non-Binding Resolution – Study & Execute the Creation and Administration of a Workforce Housing Deed Restriction Buy Back Program:

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Submitted by:

Signature & Printed Name:

Address:

- | | | | |
|-----|----------------------------------|---------------------|------------------------------------|
| 1. | <i>Nola Gladel</i> Nola Gladel | 1 Depot Road | X |
| 2. | <i>Margaret</i> Margaret | 10 Old Firehouse Rd | ✓ |
| 3. | <i>Laura Hebert</i> Laura Hebert | 10 Old Firehouse Rd | ✓ |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |

Wrong Address & Duplicate

**NOMINATION PAPERS OR INITIATIVE PETITIONS
RECEIPT FORM**

DATE RECEIVED: 2/24/2022 TIME: 10:14 AM/PM

RECEIVED FROM: Joan Holt

PHONE NUMBER & EMAIL: _____

FOR OFFICE/PETITION: To Prevent Dumping of Radioactive Water into Cape Cod Bay

TYPE OF PAPERS:

INITIATIVE PETITIONS: #PAGES: 18

NOMINATION PAPERS: #PAGES: _____

NUMBER OF SUBMITTED SIGNATURES: 34

RECEIVED BY: Kris Fullerton Town Clerk

NUMBER OF CERTIFIED SIGNATURES: 31

DATE INFORMED: _____ phone/email DATE INFORMED: _____ phone/email

DATE RETURNED: _____ TIME: _____ AM/PM METHOD: _____

RETURNED TO: _____
Candidate/Agent Signature Candidate/Agent Printed Name

OFFICE STAFF INITIALS: KJF

* Did not leave contact information. Reached out to Noelle to contact her. Sent this to Town manager / Asst TM 2/25/2022 10:00 AM

Kris Fullerton

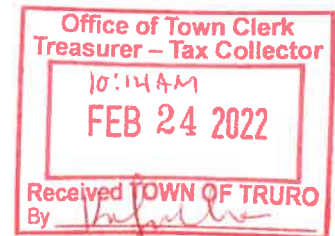
SIGNERS OF Petition FOR 2022 ATM ARTICLE
TO PREVENT DUMPING OF RADIOACTIVE WATER INTO CAPE COD BAY

Joan Holt (lead petitioner)
Michael Holt
Eric Parker
Deborah Best Parker
MarieDanielle Tanguay
Jack Riemer
Peter Herridge
Robert Holt
Martha Sedgwick
Stephen Williams
David Ditacchio
Anne Ditacchio
Brian Boyle
Polly Marmaduke
Keith Althaus
Susan Baker Althaus
Ellery Althaus
Claire Adams (or Althaus???)
Joan Moriarty
Candice Crawford
Sally Brotman
Andrew Rahoresak
Henry Janowski
Lisa Wisotzki
Daniel Smith
Jill Smith
Carl Brotman
Rosalind Pace
Tim Pearson
Sallie Tighe
E. Peter Tighe
Bonnie Sollog
Steve Sollog
James Brown

RDUD 20220220 09:17:06

ADMINISTRATIVE OFFICE

TOWN OF TRURO



RCVD 2022 FEB 23 AM 7:37
ADMINISTRATIVE OFFICE
TOWN OF TRURO

PETITIONED ARTICLE FOR 2022 TRURO ANNUAL TOWN MEETING WARRANT

TO PREVENT DUMPING OF RADIOACTIVE WATER INTO CAPE COD BAY

Whereas The Pilgrim Nuclear Power Plant ceased operation in 2019; and

Whereas there are about a million gallons of radioactive water on the Pilgrim site left from the operation of the power plant and the storage of highly radioactive spent fuel rods; and

Whereas Holtec International LLC, responsible for decommissioning and decontaminating the site, is considering dumping the radioactive water from Pilgrim into Cape Cod Bay because that is their fastest, cheapest, and most profitable option for disposal; and

Whereas according to the National Academies of Science there is no safe level of ionizing radiation; and

Whereas the health and safety of the inhabitants of coastal Massachusetts, including all of Cape Cod, would be adversely affected by any radioactive contamination of Cape Cod Bay; and

Whereas the economy of the coastal communities of Massachusetts, including Cape Cod, depends on Cape Cod Bay to provide essential livelihood from fishing, tourism, and other vital enterprises; and

Whereas Cape Cod Bay is a protected area and habitat for the endangered Right Whale; therefore

Be it Resolved that to protect our families, the livelihoods of our coastal communities, and the habitat of marine life of Cape Cod Bay, we insist that Holtec International immediately and forever eliminate the dumping of radioactive water into the Bay from all plans for and actions taken in the decommissioning and decontaminating of the Pilgrim Nuclear Power Plant; and

Further, we call on Governor Baker and any successor to require Holtec International to immediately and forever refrain from discharging radioactive water from Pilgrim into Cape Cod Bay; and to direct the Secretary of Environmental Affairs and the Secretary of Health and Human Services to protect the residents of the Commonwealth by enforcing any and all available laws and regulations to ban dumping Pilgrim's radioactive contaminated water into Cape Cod Bay; and

Further, we call on Attorney General Maura Healey to immediately enforce terms of the Settlement Agreement signed by the Commonwealth and Holtec International and to enforce any and all available laws and regulations that would prohibit dumping of radioactive contaminated water into Cape Cod Bay; and

Lastly, we request the Truro Select Board to certify and forward copies of this Resolution to Holtec International, and to Governor Charlie Baker, Attorney General Maura Healey, Senator Edward Markey, Senator Elizabeth Warren, Representative William Keating, State Senator Julian Cyr, and State Representative Sarah Peake.

PRINT NAME

SIGNATURE

STREET ADDRESS

✓	JOAN HOLT	Jean Holt	3 DAISY LANE
✓	MICHAEL HOLT	Michael Holt	3 DAISY LANE

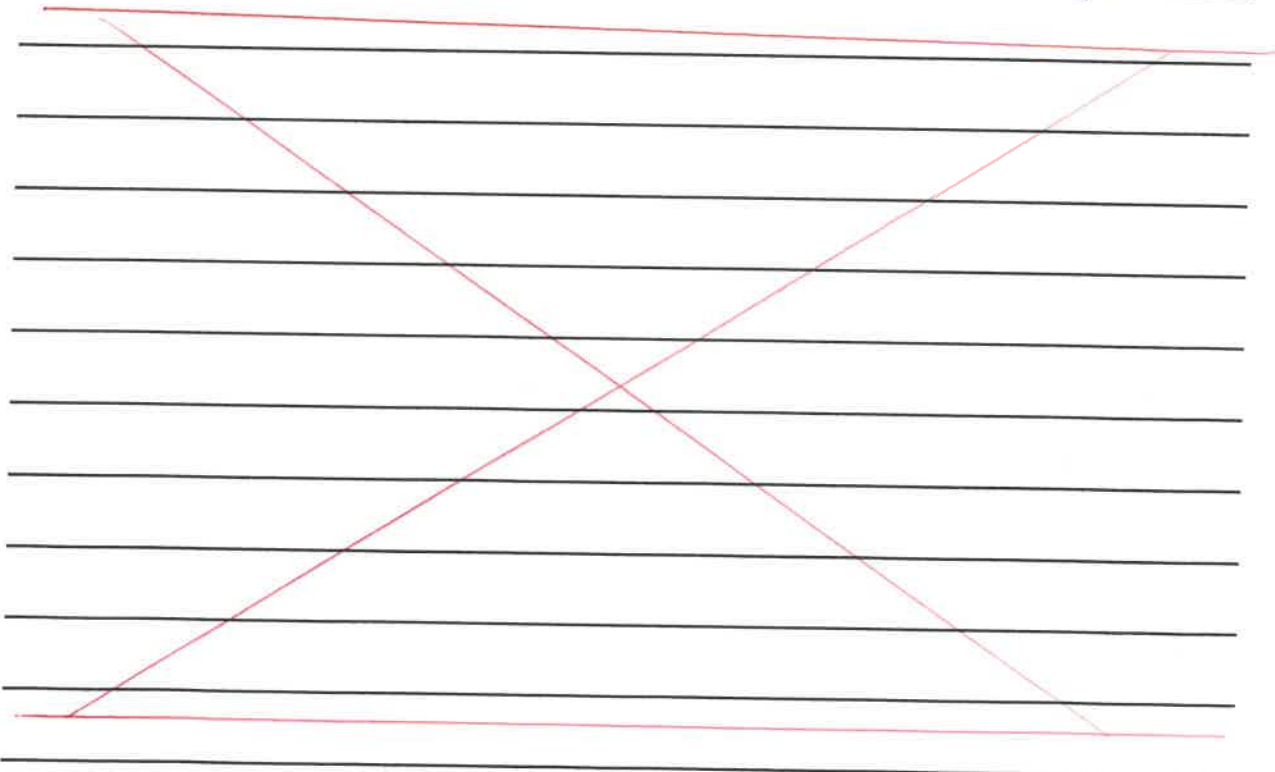
PETITIONED ARTICLE FOR 2022 TRURO ANNUAL TOWN MEETING WARRANT
TO PREVENT DUMPING OF RADIOACTIVE WATER INTO CAPE COD BAY

PRINT NAME

SIGNATURE

STREET ADDRESS

- | | | | |
|---|---------------------------|-------------------------------|-------------------------------|
| X | Debra Best Parker | <i>Debra Best</i> | 2 Waterview Hts Rd N. Truro |
| ✓ | ERIC PARKER | <i>[Signature]</i> | 2 Waterview Hts Rd N. Truro |
| ✓ | Marie-Danielle Tanguay | <i>Marie-Danielle Tanguay</i> | 7 Fisher road Truro 02666 |
| X | John R. Riemer | | |
| ✓ | John R Riemer | <i>John R Riemer</i> | 7 Fisher road Truro 02666 |
| ✓ | Peter Herridge | <i>Peter Herridge</i> | 15 Overlook Dr Truro
02666 |
| ✓ | Robert R. Holt | <i>Robert R. Holt</i> | 3 Daisy Lane |



[lead petitioner: Joan Holt]

JH

PETITIONED ARTICLE FOR 2022 TRURO ANNUAL TOWN MEETING WARRANT

TO PREVENT DUMPING OF RADIOACTIVE WATER INTO CAPE COD BAY

Whereas The Pilgrim Nuclear Power Plant ceased operation in 2019; and

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PRINT NAME

SIGNATURE

STREET ADDRESS

✓ SALLY C. BROTHMAN

Sally C. Brothman

24 TOMS HILL RD

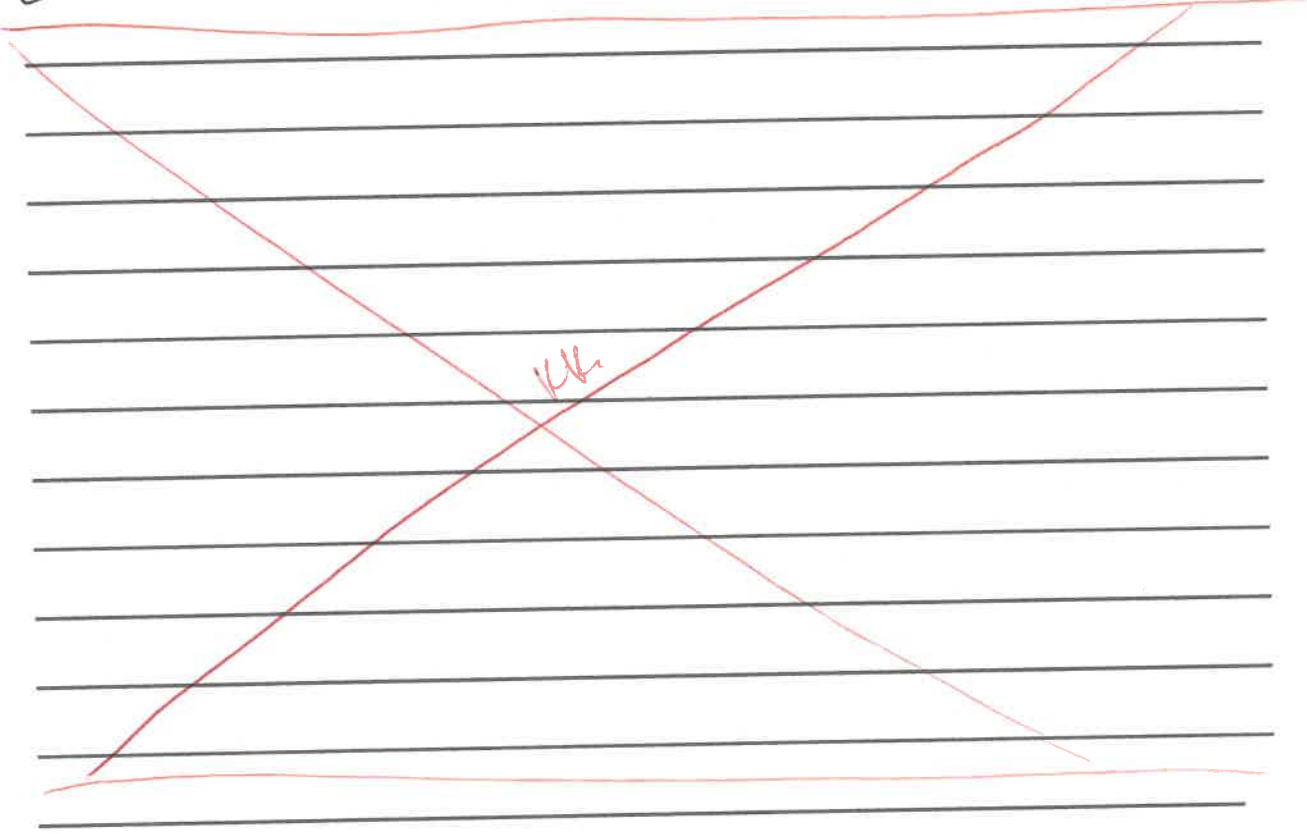
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PRINT NAME

SIGNATURE

STREET ADDRESS

- | | | |
|--------------------|------------------|--------------------|
| ✓ Andrew Rahovcsak | Andrew Rahovcsak | 60 Castle Rd TRURO |
| ✓ Henry Jamowsky | Henry Jamowsky | 60 Castle Rd |
| ✓ Lisa Wisotzky | Lisa Wisotzky | 21 Tom's Hill Rd |
| ✓ DANIEL SMITH | Daniel Smith | 32 Tom's Hill Rd |
| ✓ Jill Smith | Jill Smith | 32 Tom's Hill Rd |
| ✓ CARL BROTHMAN | Carl Brothman | 24 Tom's Hill Rd |



[lead petitioner: Joan Holt]

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PRINT NAME

SIGNATURE

STREET ADDRESS

✓ MARTHA E. SEDGWICK *Martha E Sedgwick* 15 TRURO CENTER ROAD

X STEPHEN WILLIAMS *No Signature* 15 TRURO CENTER RD

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PRINT NAME

SIGNATURE

STREET ADDRESS

✓ DAVIS J. DITACCHIO *Dave J. Ditacchio* 412 SHORE RD. N. TRURO, MA 02652

✓ Anne S. Ditacchio *Anne S. Ditacchio* 412 Shore Rd. N. Truro, MA
02652

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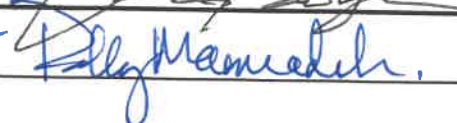
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PRINT NAME

SIGNATURE

STREET ADDRESS

✓ BRIAN BOYLE  11 TOMSHILL PATH, TRURO

✓ POLY MARMADUK  11 TOMSHILL PATH, TRURO

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PRINT NAME

SIGNATURE

STREET ADDRESS

✓ Keith Althaus
✓ SUSAN BAKER, ALTHAUS 46 SHORE RD N. TRURO

PETITIONED ARTICLE FOR 2022 TRURO ANNUAL TOWN MEETING WARRANT
TO PREVENT DUMPING OF RADIOACTIVE WATER INTO CAPE COD BAY

PRINT NAME

SIGNATURE

STREET ADDRESS

✓ Elbert Alfano	<i>[Signature]</i>	111. Vermont Rd
✓ Claire Adams	<i>[Signature]</i>	1 N. Vermont Rd

~~Empty lined area for additional signatures, crossed out with a large red X.~~

[lead petitioner: Joan Holt]

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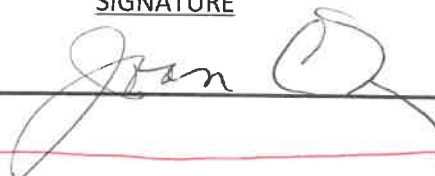
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STREET ADDRESS

✓ JOAN C. MORIARTY



10 HIGHLAND AVE

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PRINT NAME

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STREET ADDRESS

✓ Candice Crawford *Candice Crawford* 18 Great Hollow Rd Truro MA
Box 1035 02666

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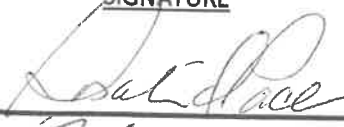

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PRINT NAME

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STREET ADDRESS

✓ ROSALIND PACE		16 FISHER ROAD
✗ Tim Pearson		2 Twining Road

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PRINT NAME

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STREET ADDRESS

✓ E Peake Tighe
✓ Sallie A. Tighe
E Peake Tighe
Sallie A. Tighe
178 RT 6 Truro, MA
178 RT 6 TRURO, MA
02666
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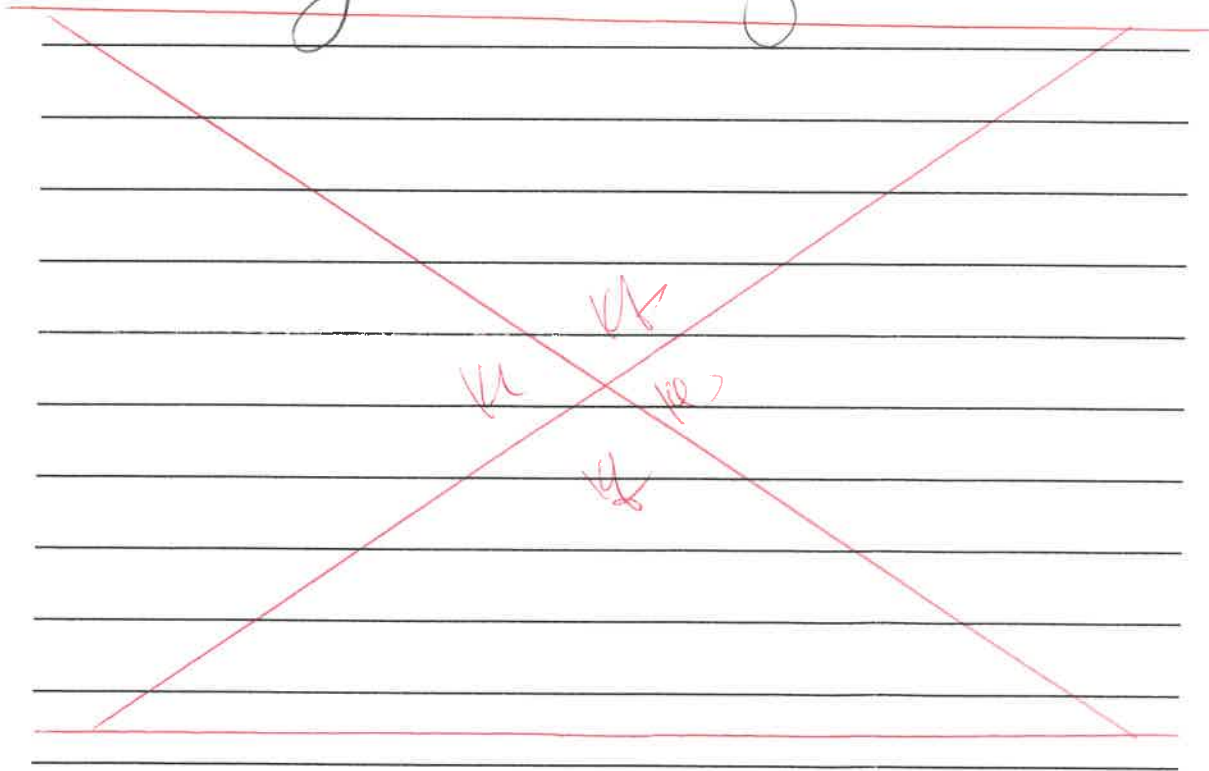
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SIGNATURE

STREET

ADDRESS

✓ Bonnie Solby *Bonnie Solby* 13 Fishermans
 ✓ Steve Solby *Steve Solby* 13 Fishermans Rd North Truro



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STREET ADDRESS

✓ JAMES H BROWN

James H Brown

14 BAY VIEW ROAD
NORTH TRURO


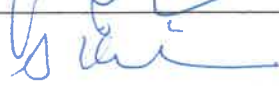



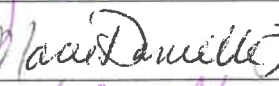




Town Meeting Petitioned Article


Establishing a Net Zero Building Standard for Town funded building projects
 To see if the Town will vote to:

RCVD 20220205 11:26
 ADMINISTRATIVE OFFICE
 TOWN OF TRURO

To request that the Select Board instruct the Climate Action Committee to work with the Planning Board, Zoning Board of Appeals, and other pertinent committees to define a standard for Carbon Net Zero constructions and submit that standard for approval to Town Meeting 2023. When approved the Town of Truro should no longer provide funding in part or whole to any building that does not meet such standard.

Lead Petitioner Jon Slater - contact text or call 908 346 0675

NAME	ADDRESS	SIGNATURE
CHRIS KILBRIDGE	1 TILKE way	
Sandra Kilbridge	1 Tilke way	
Elm Tarrantal	6 Tryworks Rd	
Cheryl Best	13 Tryworks RD	CHERYL BEST
Debra Best	2 Waterview Height Rd	DEBRA BEST-PARKER 12/25/22
ERIC PARKER	2 Waterview HEIGHTS RD.	
John Riemer	7 Fisher Road	
Marie-Danielle Tanguay	7 Fisher Road, Truro	
Richard E. Roberts	14 First Light Lane	
Anne B. Roberts	14 First Light Lane	
Peter Herridy	15 overlook Dr Truro	
Jon Slater	13 Tryworks Rd	

Office of Town Clerk
 Treasurer - Tax Collector
 11:30 AM
 FEB 25 2022
 Received TOWN OF TRURO
 By 

**NOMINATION PAPERS OR INITIATIVE PETITIONS
RECEIPT FORM**

DATE RECEIVED: Feb 3 2022 TIME: 12:55 AM/PM (P)

RECEIVED FROM: Raphael Richter

PHONE NUMBER & EMAIL: 774-722-1422

FOR OFFICE/PETITION: Planning Board

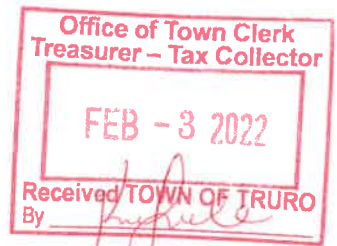
TYPE OF PAPERS:

1 INITIATIVE PETITIONS: #PAGES: 1

 NOMINATION PAPERS: #PAGES:

NUMBER OF SUBMITTED SIGNATURES: 12

RECEIVED BY: [Signature]



NUMBER OF CERTIFIED SIGNATURES: 11

DATE INFORMED: 2/14/22 phone/email DATE INFORMED: phone/email

DATE RETURNED: TIME: AM/PM METHOD:

RETURNED TO: Candidate/Agent Signature Raphael Richter Candidate/Agent Printed Name

OFFICE STAFF INITIALS: [Initials]

TRURO 2022 ANNUAL TOWN MEETING ARTICLE REQUEST CITIZEN PETITION

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

Whereas the intent of this article is to change the Truro Planning Board to a Select Board appointed multi-member body, with such new appointments to take effect upon the expiration of the existing Planning Board Member's terms;

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




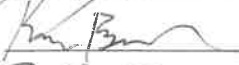






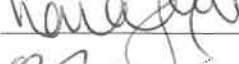

3-1-1 The membership of the following multi-member bodies shall be elected as follows:

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

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

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

Submitted by:

	Signature & Printed Name:	Address:	
1.	 Raphael W Richter	6 snows Rd	✓
2.	 Vida Richter	6 Snows Rd	✓
3.	 Kolby Blehm	12 Union Field Rd	✓
4.	 Kentlyn Blehm	12 N Union Field Rd	✓
5.	 Nola Glatzel	1 Depot Road	x <small>wrong address</small>
6.	 Teresa Fenichel	2 Marian Ln	✓
7.	 Paul Fenichel	2 Marian Ln	✓
8.	 Nancy Fenichel	2 Marian Ln	✓
9.	 Ellen Adams	1 N. Unionfield Rd	✓
10.	 Claire Adams	1 N. Unionfield Rd	✓
11.	 Mona Glatzel	10 old firehouse rd	✓
12.	 Lara Robert	10 old firehouse Rd	✓
13.			
14.			

**NOMINATION PAPERS OR INITIATIVE PETITIONS
RECEIPT FORM**

DATE RECEIVED: Feb 3 2022 TIME: 12:55 AM/PM PM

RECEIVED FROM: Raphael Richter

PHONE NUMBER & EMAIL: 774 722 1422 raphael.wrichter@gmail.com

FOR OFFICE/PETITION: YRRTF

TYPE OF PAPERS:

4 INITIATIVE PETITIONS: #PAGES: 8 ^{LF} 1 page

 NOMINATION PAPERS: #PAGES:

NUMBER OF SUBMITTED SIGNATURES: 12 each ✓

RECEIVED BY: Ken Fullerton



NUMBER OF CERTIFIED SIGNATURES: 11

DATE INFORMED: 2/14/2022 phone/email DATE INFORMED: phone/email

DATE RETURNED: TIME: AM/PM METHOD:

RETURNED TO: Raphael Richter
Candidate/Agent Signature Candidate/Agent Printed Name

OFFICE STAFF INITIALS:

TRURO 2022 ANNUAL TOWN MEETING ARTICLE REQUEST CITIZEN PETITION

Special Act – Creation of Year-Round Rental Housing Trust. To see if the Town will vote to direct the Select Board to prepare and file a home rule petition, in the form and manner outlined below, with the General Court that would create a Year-Round Rental Housing Trust; provided that the General Court may make clerical or editorial changes of form only to said bill, unless the Select Board approves amendments thereto prior to enactment by the General Court, and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition; or to take any other action relative thereto.

The Home Rule Petition would read:

SECTION 1. There shall be a municipal trust to be known as the Truro Year-round Market Rate Rental Housing Trust. The trust is established to create and preserve year-round rental units in the town of Truro including, but not limited to, market rate units, for the benefit of residents of the town.

SECTION 2. (a) The trust shall be managed by a 5 member board of trustees. In selecting members of the board of trustees, the board of selectmen shall:

- (i) designate 1 of its members to serve on the board of trustees;
- (ii) appoint at least 1 member of the public at large, preferably a resident who lives in year-round market rate rental housing in the town, to serve on the board of trustees; and
- (iii) consider a broad range of expertise, including education and experience in real estate development and financing, in appointing the remaining 3 members to the board of trustees.

(b) Members of the board of trustees shall be sworn to the faithful performance of their official duties. A majority of the 5 members shall constitute a quorum for the transaction of any business. The board of trustees shall elect from among its members a chairman, vice-chairman, clerk and other officers as it finds necessary and determine their duties.

(c) The original members of the board of trustees shall be appointed within 60 days following the effective date of this act. Of the members of the board of trustees first appointed, 1 member shall be appointed to serve for a term of 1 year, 2 members for a term of 2 years and 2 members for a term of 3 years. The initial appointments may be adjusted to coincide with the regular appointment cycle of the town. All terms thereafter shall be for 3 years. In the event of a vacancy on the board of trustees, a successor member shall be appointed to complete the unexpired term.

(d) Any member of the board of trustees may be removed by the board of selectmen for cause after reasonable notice and a public hearing by the board of selectmen, unless the notice and hearing are expressly waived in writing by the member subject to removal.

(e) The members of the board of trustees shall not receive compensation for the performance of their duties, but each member shall be reimbursed by the trust for expenses incurred in the performance of the member's duties. Documentation related to such reimbursement shall be open to public inspection from and after the requisition thereof.

SECTION 3. (a) There shall be a trust fund to be known as the Year-round Market Rate Rental Housing Trust Fund. The fund shall be separate and apart from the General Fund of the town of Truro.

(b) The town treasurer shall be the custodian of the trust fund.

TRURO 2022 ANNUAL TOWN MEETING ARTICLE REQUEST CITIZEN PETITION

(c) The trust fund shall receive and hold all gifts and grants made to the trust fund as well as money appropriated by the town to the trust. The trust fund shall also receive all revenues from the sale or lease of trust property and any rental income generated from properties in the custody of the trust.

(d) Money in the trust fund shall be available for expenditure by the trust for the purposes set forth in this act without the need for further appropriation by town meeting.

(e) By a 2/3 vote, the town may borrow money in aid of the trust, in accordance with chapter 44, to be used by the trust for any capital related purpose consistent with this act and for which the town is authorized to borrow.

(f) Funds previously appropriated by the town for the creation of year-round rental housing prior to the effective date of this act shall, by operation of law, be automatically transferred into the trust fund.

SECTION 4. (a) The trust, by and through its board of trustees, may:

(i) 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 or any other source;

(ii) purchase and retain real or personal property including, but not limited to, investments that yield a high rate of income or no income;

(iii) sell, lease, exchange, transfer or convey 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;

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

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

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

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

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

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

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

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

(xii) make distributions or divisions of principal in kind;

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

TRURO 2022 ANNUAL TOWN MEETING ARTICLE REQUEST CITIZEN PETITION

(xiv) manage or improve real property and abandon any property which the board determines is not worth retaining;

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

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

(b) General revenues appropriated into the trust become trust property and may be expended without further appropriation. All money remaining in the trust at the end of a fiscal year, whether or not expended by the board within 1 year of the date the money was appropriated into the trust, shall remain trust property.

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

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

(e) The trust is exempt from chapters 59 and 62 of the General Laws, and from any other General Law concerning payment of taxes based upon or measured by property or income imposed by the commonwealth or a political subdivision of the commonwealth.

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

(g) The trust is a public body for the purposes of sections 18 to 25, inclusive, of chapter 30A of the General Laws.

(h) The trust is a board of the town for the purposes of chapters 30B and section 15A of chapter 40 of the General Laws; provided, however, that agreements and conveyances between the trust and agencies, boards, commissions, authorities, departments and public instrumentalities of the town shall be exempt from said chapter 30B.

(i) The trust may procure insurance against loss in connection with its properties and other assets and operations in such amount and from such insurers as it deems desirable.

(j) The trust may act and do things necessary or convenient to carry out the powers expressly granted in this act.

(k) The board of trustees shall be considered a town board subject to the charter and by-laws of the town except as may be otherwise expressly provided in this act. The members of the board of trustees shall be considered municipal employees for the purposes of the General Laws.

SECTION 5. A year-round market rate rental housing project shall not be undertaken by the trust until a public hearing relating to the project has been held by the board of trustees after due notice. Further, after due notice, the board of trustees shall hold at least 1 public hearing annually to receive comments about its management and operations. Due notice of public hearings shall be given by the trust to the general public through a legal notice in 2 newspapers having a general circulation in the town published not later than 2 weeks prior to the hearing date.

SECTION 6. The financial records of the trust shall be subject to control and oversight by the town's finance department and subject to yearly audits by the accounting firm employed by the town for the purposes of the regular town audit.

SECTION 7. Year-round market rate rental units shall be rented giving the maximum preference allowed by law to: (i) current residents of the town of Truro; (ii) municipal employees; (iii) employees of local businesses; and (iv) households with children attending schools in the town of Truro. If there are more eligible applicants than






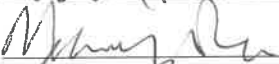






TRURO 2022 ANNUAL TOWN MEETING ARTICLE REQUEST CITIZEN PETITION

available year-round market rate rental units, the trust shall utilize a lottery system to select tenants. The trust may enact regulations establishing additional preference criteria based on income eligibility. For the purposes of this act, the term "market rate" shall mean rental housing that is not restricted to occupancy by low or moderate income households, as those terms are defined in section 38D of chapter 121B of the General Laws; provided, however, that market rate housing may be available for occupancy by households without regard to income and may also include housing subject to maximum income limits to be occupied by households with gross income greater than 80 per cent but not more than 200 per cent of the area median household income as most recently determined by the United State Department of Housing and Urban Development, adjusted for household size. The trust may enact regulations establishing alternative or additional definitions for "market rate".

SECTION 8. This act, being necessary for the welfare of the commonwealth and the town of Truro and its inhabitants, shall be liberally construed to effect its purpose.

SECTION 9. This act shall take effect upon its passage.

Submitted by:

Signature & Printed Name:	Address:	
1.  Raphael Richter	6 Snows Rd.	✓
2.  Vida Richter	6 Snows Rd	✓
3.  Nola Glatzel	1 Depot Rd	X different address in system (2 A D this way)
4.  Teresa Fenichel	2 Maran Ln	✓
5.  Paul Fenichel	2 Maran Ln	✓
6.  Nancy Fenichel	2 Maran Ln	✓
7.  Kolby Blehn	12 N Unionfield Rd	✓
8.  Kaitlin Blehn	12 N Unionfield Rd	✓
9.  Ellen Althaus	1 N. Unionfield Rd	✓
10.  Claire Adams	1 N. Unionfield Rd	✓
11.  Maria Glatzel	10 old firehouse rd	✓
12.  Larra Hebert	10 old firehouse Rd	✓
13. _____	_____	
14. _____	_____	
15. _____	_____	
16. _____	_____	



TOWN OF TRURO

Select Board Agenda Item

AMENDED

DEPARTMENT: Administration

REQUESTOR: Emily Beebe, Health & Conservation Agent, and Barbara Carboni, Town Planner & Land Use Counsel

REQUESTED MEETING DATE: March 8, 2022

ITEM: Referral of Zoning Bylaw Amendments

EXPLANATION: Emily Beebe, Health & Conservation Agent, and Barbara Carboni, Town Planner & Land Use Counsel, have spent months modifying the Town's Floodplain Bylaw to conform to a new model bylaw that brings the Town into compliance with National Flood Insurance Program (NFIP) requirements. Compliance with NFIP is essential for the Town and homeowners to ensure continued participation in the program and establishes a mechanism to ensure this compliance during review. Failure to amend this bylaw within the calendar year places the Town and homeowners at risk for loss of coverage.

Upon receipt of these amendments, the Select Board has **fourteen (14) days to refer** the articles to the Planning Board for public hearings. The Planning Board must then schedule a public hearing within 65-days of this referral. The public hearing is in the process of being scheduled and advertised.

The Board will have an opportunity to take a vote to recommend the article at a subsequent Select Board meeting.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: This would not be in compliance with the required actions pursuant to MGL c.40A, §5.

SUGGESTED ACTION: *MOTION TO* refer the proposed bylaw amendment to the Planning Board to begin the necessary public hearing process pursuant to MGL c.40A, §5.

ATTACHMENTS:

1. Draft Floodplain Bylaw

§ 30.5 Flood Plain District

A. Purpose. ~~To provide that the land in the Town of Truro subject to seasonal or periodic flooding, tidal surges, and wave wash shall be used in such a manner as to promote the health, safety and welfare of the residents thereof and of the public generally, to protect property and so as to not burden the Town with costs resulting from unwise land use.~~

The purpose of the Floodplain Overlay District is to:

- 1) Ensure public safety through reducing the threats to life and personal injury
- 2) Eliminate new hazards to emergency response officials
- 3) Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding
- 4) Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding
- 5) Eliminate costs associated with the response and cleanup of flooding conditions
- 6) Reduce damage to public and private property resulting from flooding waters

B. District Boundaries: The Floodplain District is herein established as an overlay district. The District includes all special flood hazard areas within the Town of Truro designated as Zone AE, AO, or VE on the Barnstable County Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The map panels of the Barnstable County FIRM that are wholly or partially within the Town of Truro are panel numbers 25001C0109J, 25001C0117J, 25001C0128J, 25001C0136J, 25001C0137J, 25001C0138J, 25001C0139J, 25001C0141J, 25001C0143J, 25001C0144J, 25001C0227J, 25001C0229J, 25001C0231J, 25001C0232J, 25001C0233J, 25001C0234J, 25001C0251J and 25001C0253J dated July 16, 2014. The exact boundaries of the District may be defined by the 100-year base flood elevations shown on the FIRM and further defined by the Barnstable County Flood Insurance Study (FIS) report dated July 16, 2014, or as defined by any amended or superseding FIS report. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Building Official, and Conservation Commission. (4/14)

C. Administration

1. Precedence over Underlying Zoning

The floodplain management regulations found in this Floodplain Overlay District section shall take precedence over any less restrictive conflicting Bylaw, regulation, or policy.

2. Disclaimer of Liability

The degree of flood protection required by this bylaw [ordinance] is considered reasonable but does not imply total flood protection.

3. Severability

If any section, provision or portion of this bylaw [ordinance] is deemed to be unconstitutional or invalid by a court, the remainder of the ordinance shall be effective.

4. Designation of Floodplain Administrator

The Town of Truro hereby designates the position of Conservation Agent to be the official floodplain administrator for the Town.

5. Requirement to submit new technical data

If the Town acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.) Notification shall be submitted to:

FEMA Region I Risk Analysis Branch Chief
99 High St., 6th floor, Boston, MA 02110

And copy of notification to:

Massachusetts NFIP State Coordinator
MA Dept. of Conservation & Recreation, 251 Causeway Street, Boston, MA 02114

6. Variances

a. Variances to Building Code Floodplain Standards

The Town will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance, and will maintain this record in the community's files.

The Town shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions for the referenced development in the floodplain overlay district.

b. Variances to Zoning Bylaws related to community compliance with National Flood Insurance Program (NFIP)

A variance from these floodplain bylaws must meet the requirements set out by State law, and may only be granted if: 1) Good and sufficient cause and exceptional non-financial hardship exist; 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and 3) the variance is the minimum action necessary to afford relief.

7. Final Approval by Floodplain Administrator

a. No site work or construction may commence within the Floodplain Overlay District until all necessary permits and other approvals have been obtained, and a final approval is issued by the Floodplain Administrator.

b. A completed checklist of all necessary permits and approvals, available from the Building Department, shall be submitted by the proponent to the Floodplain Administrator, with copies of such permits and approvals. The checklist shall include permits and approvals from the following authorities, and may be amended from time to time by the Floodplain Administrator:

Conservation Commission and/or Department of Environmental Protection

Board of Health

Zoning Board of Appeals

Planning Board

Natural Heritage and Endangered Species Program (Division of Fisheries and Wildlife)

c. The Floodplain Administrator shall review the checklist and permits/approvals submitted and upon a finding that all necessary permits have been obtained, shall issue Final Approval.

C. Regulations. The following requirements apply in the Flood Plain District.

1. Within Zones AE substantial improvement means all new construction, any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the value or of the actual cost of repair work performed. It does not, however, include either 1) any project for improvement of a

structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or 2) any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

~~2. Within Zone A, where the base flood elevation is not provided on the FIRM, the Building Commissioner shall determine the base flood elevation from the best available other federal, state, municipal or private studies, if any. All subdivision proposals greater than 50 lots or 5 acres, whichever is the lesser, shall include base flood elevation data. If the data is not available from either the FIRM or other studies, the minimum requirements of the State Building Code, shall apply.~~

In A Zones, in the absence of FEMA BFE data and floodway data, the building department will obtain, review and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other source as criteria for requiring new construction, substantial improvements, or other development in Zone A as the basis for elevating residential structures to or above base flood level, for floodproofing or elevating nonresidential structures to or above base flood level, and for prohibiting encroachments in floodways.

3. In Zone AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

4. In a riverine situation, the Assistant Town Administrator or the Health/Conservation Agent shall notify the following of any alteration or relocation of a watercourse: • Adjacent Communities NFIP • State Coordinator Massachusetts Department of Conservation and Recreation 251 Causeway Street, Suite 600-700 Boston, MA 02114-2104 Truro Zoning Bylaw – April 2019 Page 19 • NFIP Program Specialist Federal Emergency Management Agency, Region I 99 High Street, 6th Floor Boston, MA 02110

5. Within Zone AO on the FIRM, adequate drainage paths must be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

6. Subdivisions

a. All subdivision proposals must be designed to assure that: ~~a1.~~ such proposals minimize flood damage; ~~b1.~~ all public utilities and facilities are located and constructed to minimize or eliminate flood damage; and ~~c3.~~ adequate drainage is provided to reduce exposure to flood hazards.

b. When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the design plans.

7. Located within the Flood Plain District are areas designated as coastal high hazard areas (Zone VE). Since these areas are extremely hazardous due to high velocity water surges and hurricane wave wash, the following provisions shall apply:

- a. All new construction shall be located landward of the reach of the mean high tide.
- b. Man-made alteration of sand dunes, which in the opinion of the Building Commissioner may increase potential flood damage, is prohibited. The building of a structure on a dune may in itself constitute alteration if the dune's growth and development is inhibited or changed so as to decrease the dune's present and future value as a natural deterrent to, and protection from, water surges and wave wash.
- c. The Building Commissioner shall a) obtain the elevation above mean sea level of the lowest habitable floor (including basement) of all new or substantially improved structures and whether or not such structures contain a basement b) if the structure has been floodproofed, obtain the elevation (in relation to mean sea level) to which the structure was floodproofed, and c) maintain a record of all such information.
- D. In the event it is the applicant's opinion that the land or structure in question is not, in fact, located within a special flood hazard area, or that any other data upon which the Building Commissioner is relying, is erroneous, the applicant shall furnish at his expense sufficient technical information to support his opinion.



Truro Select Board

Tuesday, March 8, 2022

Regular Meeting-5:00pm

7. **CONSENT AGENDA**

A. Review/Approve and Authorize Signature:

1. Cell Tower Agreements

B. Review and Approve Appointment Renewals: Anthony Jackett as Truro's Harbor Master, Kevin Grunwald as Truro's Representative to the Cape Cod Commission

C. Review and Approve 2022 Seasonal Business Licenses-Savory and the Sweet Escape (Common Victualer); Adventure Bound-North Truro Camping Area (Transient Vendor); Adventure Bound-Horton's (Transient Vendor); Whitman House Restaurant (Common Victualer); Top Mast Café (Common Victualer); Beach Point Health & Swim Club (Common Victualer)

D. Review and Approve Select Board Minutes:

8. Select Board Reports/Comments

9. Town Manager Report

10. Next Meeting Agenda: Regular Meeting-March 22, 2022



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Town Manager

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: March 8, 2022

ITEM: Leases for Two (2) Telecommunications Towers

EXPLANATION:

At the September 27, 2020 Annual Town Meeting (Article 5: Authorization to Lease Land for Cellular Tower), voters authorized the Select Board to negotiate and enter into lease agreements for the cellular towers located at the Public Safety facility at 344 Route 6, North Truro and the Truro Landfill Site at Route 6, South Truro. The current leases for the towers expired May 15, 2021.

At the May 25, 2021 Select Board Meeting the Board approved two leases prepared by Town Counsel for the cellular tower lease. Minor administrative changes were made to the sub-lease rent and a requirement to remove unclaimed equipment within the first 12 months of the lease were added.

FINANCIAL SOURCE (IF APPLICABLE) Monies received from the cellular tower leases go into the Town's Receipts Reserved Fund.

IMPACT IF NOT APPROVED: The Town will not have active leases on the two cellular towers in Truro, where cellular service and the public safety radio system are maintained.

SUGGESTED ACTION: (Two Motions)

Motion to approve and execute the twenty-year lease agreement between the Town of Truro and SBA for the telecommunication tower and facilities at the South Truro Transfer Station location.

Motion to approve and execute the twenty-year lease agreement between the Town of Truro and Crown Castle for the telecommunication tower and facilities at the North Truro Public Safety Facility location.

ATTACHMENTS:

20-year lease agreement between the Town of Truro and SBA for the telecommunication tower and facilities at the South Truro Transfer Station location **(TO BE PROVIDED PRIOR TO THE MEETING)**

20-year lease agreement between the Town of Truro and Crown Castle for the telecommunication tower and facilities at the North Truro Public Safety Facility location **(TO BE PROVIDED PRIOR TO THE MEETING)**



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: March 8, 2022

ITEM: Reappointment of Anthony Jackett as Truro’s Harbor Master

EXPLANATION: This is a housekeeping measure to have a record of Harbor Master Jackett’s reappointment.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will not be a current record of Harbor Master Jackett’s appointment.

SUGGESTED ACTION: *Motion to reappoint Tony Jackett as Truro’s Harbor Master for an indefinite term.*

ATTACHMENTS: None



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: March 8, 2022

ITEM: Reappointment of Kevin Grunwald as Truro's Representative to the Cape Cod Commission.

EXPLANATION: The Cape Cod Commission has contacted the Town, notifying us that Mr. Grunwald has expressed interest in continuing to serve as Truro's Representative. All appointments are for three years.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Truro will not have a representative on the Cape Cod Commission.

SUGGESTED ACTION: *Motion to reappoint Kevin Grunwald as Truro's Representative to the Cape Cod Commission for a three-year term effective April 25, 2022 through April 24, 2025.*

ATTACHMENTS:

1. Letter from Cape Cod Commission
2. Email from Kevin Grunwald

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

February 18, 2022

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

2022

RE: Truro Representative to the Cape Cod Commission

Dear Selectmen:

As you know, towns are requested to appoint a representative to the Cape Cod Commission for a term of three years. After reviewing our records, we noted that your town's appointment is due to expire on April 24, 2022.

Your current member, Kevin Grunwald, has expressed his interest in continuing to serve as the Truro Representative to the Cape Cod Commission for another term. Therefore, at this time, I would ask your Board to consider reappointing Mr. Grunwald or make a new appointment, for the **three-year term effective April 25, 2022 through April 24, 2025**. According to legislation, all appointments are for three years and all members must be residents and registered voters in Barnstable County.

As you consider your appointment for this position, please know that I am available at your convenience to discuss this with you. Enclosed for your review are the *"Roles and Responsibilities of Cape Cod Commission Members."*

Please forward all appointment letters to Lisa Dillon at the Cape Cod Commission office at the address above. Thank you for your prompt attention to this matter.

Sincerely,

Harold W. Mitchell
Chairman

Enclosure

cc: Kevin Grunwald, Truro Representative

Noelle Scoullar

From: Nicole Tudor
Sent: Tuesday, March 1, 2022 9:55 AM
To: Kevin Grunwald
Cc: Noelle Scoullar
Subject: RE: Cape Cod Commission - Truro Representative

Thank you for letting us know Kevin, we'll place this under Consent and let you know when it is approved.

Please advise if you have any questions, Nicole

Nicole Tudor

Executive Assistant

Administration and Select Board Office

Truro Town Hall | PO Box 2030 | 24 Town Hall Road | Truro, MA 02666

Direct Line: (508) 214-0925 | Extension: (508)349-7004 Ext 110 | Fax: (508)349-5505

Email: ntudor@truro-ma.gov



From: Kevin Grunwald [REDACTED]
Sent: Monday, February 28, 2022 6:56 PM
To: Nicole Tudor <ntudor@truro-ma.gov>
Subject: Re: Cape Cod Commission - Truro Representative

Thanks Nicole; I would like to be reappointed.

Kevin

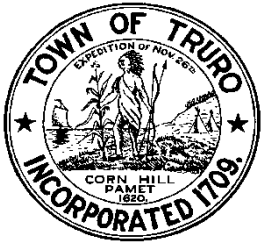
Sent from my iPad

On Feb 28, 2022, at 12:34 PM, Nicole Tudor <ntudor@truro-ma.gov> wrote:

Hello Kevin,

We are in receipt of the attached letter from the Cape Cod Commission. If you are in agreement with being reappointed, please email when you have a moment, and we will place your reappointment on a future Consent Agenda.

Thank you, Nicole



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: March 8, 2022

ITEM: Approval of Renewal of 2022 Seasonal Business Licenses:

- **Savory and the Sweet Escape**-Common Victualer
- **North Truro Camping Area/Adventure Bound**-Transient Vendor
- **Horton's/Adventure Bound**-Transient Vendor
- **Whitman House Restaurant**-Common Victualer
- **Topmast Café**-Common Victualer
- **Beach Point Health and Swim Club**-Common Victualer

EXPLANATION: These licenses are under the authority of the Select Board as the Local Licensing Authority. If you approve this license for renewal, the licenses will be issued only upon compliance with all regulations, receipt of the necessary fees, proof of taxes paid in full for the fiscal year. The Food Service Licenses (and Campground licenses for Adventure Bound locations) for all applicants have been issued by the Health Agent. There were no reported issues with these establishments in 2021.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 § 2	Common Victualer (Cooking, Preparing and Serving food)	Savory and the Sweet Escape Whitman House Restaurant Top Mast Café Beach Point Health & Swim Club
Chapter 101 § 2	Transient Vendor (Seasonal Retail)	North Truro Camping Area Horton's

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

SUGGESTED ACTION: *MOTION TO approve the 2022 Seasonal Licenses for Savory and the Sweet Escape; North Truro Camping Area/Adventure Bound; Horton's/Adventure Bound; Whitman House Restaurant; Top Mast Café; and Beach Point Health & Swim Club upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. Renewal Application for 2022: Savory and the Sweet Escape
2. Renewal Application for 2022: North Truro Camping Area/Adventure Bound

3. Renewal Application for 2022: Horton's/Adventure Bound
4. Renewal Application for 2022: Whitman House Restaurant
5. Renewal Application for 2022: Top Mast Café
6. Renewal Application for 2022: Beach Point Health & Swim Club

Smoke exp: 2/18/23

2022-112

42-27



Town of Truro Board of Health

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

APPLICATION FOR FOOD SERVICE - COMMON VICTUALER

New Renewal

HEALTH DEPARTMENT TOWN OF TRURO

Section 1 - License Type

FEB 23 2022

RECEIVED BY:

Type of License: Food Service Common Victualer

Type of Food Service Establishment:

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

Section 2 - Business/Owner/Manger Information

Federal Employers Identification Number (FEIN/SS)
Business Name: Savory + the Sweet Escape
Owner Name: DIANE COSTA; BILL COSTA Email Address: DIANE
Mailing Address: PO BOX 690, Truro, MA 02666
Phone No:
Person Directly Responsible for Daily Operations: (Owner, Person In Charge, Supervisor, Manager)
Name: DIANE COSTA Email Address:
Mailing Address: PO BOX 690 TRURO MA 02666
Phone No: 24 Hour Emergency:

Section 3 - Business Operation Details

Number of Seats: (none during COVID) Inside: 39 Outside: VARIES Number of Employees: 30
Length of Permit: Annual Seasonal Operation
Hours of Operation: 6am-7am To 10pm
Days Closed Excluding Holidays:
If Seasonal: Approximate Dates of Operation: 4/1/22 To 12/31/22

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

Diane Costa

Allergen Awareness Certification (attach copy):

Diane Costa

Has your menu changed from last year? Yes No

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

Section 4 - Attestation

Attestation

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

Signature of Applicant: Diane B. Costa Date: 2/22/2022

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)

← Will recertify w/staff before reopening AS PER A.T. DAVIS

FOR HEALTH DEPARTMENT USE ONLY

Comments: _____

Review by _____ Date _____



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME: Savory: the Sweet Escape

OWNER/MANAGER: Diane Costa

ADDRESS: 316 ROUTE 6 Truro 02666

PHONE #: [REDACTED] NUMBER OF UNITS: 1

CONTACT PERSON: Diane Costa

ADDRESS: PO Box 690 Truro MA 02666

TESTING COMPANY: Long Point Electric Inc

TESTING ELECTRICIAN/TECHNICIAN: James J Meads JR

COMPANY PHONE #: 5084872056 HOME PHONE #: _____

LICENSE #: 17239A

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

COMMENTS: _____

DATE OF CERTIFICATION: 2/18/22 BY: James J Meads Jr
Signature of Licensed Electrician

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

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: DIANE COSTA

Certificate Number: 3170341

Date of Completion: 11/27/2017

Date of Expiration: 11/27/2022



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

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

Issued By:



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.massrestaurantassoc.org



800.765.2122
www.restaurant.org



ServSafe® CERTIFICATION

DIANE COSTA

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

15817640

CERTIFICATE NUMBER

11/20/2017

DATE OF EXAMINATION

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

Diane L. Brown
 ServSafe
 National Restaurant Association



In accordance with Medicare Laboratory...
 ©2015 National Restaurant Association
 No. 1015

5282

EXAM FORM NUMBER

11/20/2022

DATE OF EXPIRATION

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



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

Integrity Total Service, LLC

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

RECIPIENT:

Savory

316 Route 6
Truro, MA 02666
Phone [REDACTED]

Invoice #28019	
Issued	11/17/2021
Due	12/17/2021
Total	\$645.00

SERVICE ADDRESS:

316 Route 6
Truro, MA 02666

For Services Rendered

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
11/16/2021				
Exhaust Clean	Clean entire kitchen grease exhaust system. 1 Fan 2 Ducts 1 Hood (14 foot) All Filters All work performed to NFPA 96 code standards	1	\$465.00	\$465.00*
Deep Clean	Clean equipment as instructed.	1	\$180.00	\$180.00*

PAID BY 5331

* Non-taxable

Total

\$645.00

Thank you for your business!

SERVICE REPORT

Customer #: **100092790**
Customer: **SAVORY ON THE CAPE**
Address: **316 STATE HWY 6 ALT, TRURO, MA 02666**

Date: **2/22/2022**
Phone: XXXXXXXXXX
Specialist: **Rob Migneault**

Equipment	Barcode	Description	Owner
CMA	TMP863638	WAREWASH	

Type of Service	Hours
Preventative Maintenance	0.02

Measurements

Bicarbonate Alkalinity:	900 PPM
Detergent:	67 PPM
Rack Count:	0
Rinse Additive:	3 ml
Rinse Pressure:	21 PSI
Rinse Temp:	150 F
Sanitizer:	50 PPM
Wash Temp:	150 F
Water Hardness:	5 GPG

Checks

Appearance of Equipment:	Good
Conveyer Drive:	Working properly
Door Guides:	Good
Drain Assembly:	Working properly
Fill Function:	Working properly
Gauges:	Accurate
Labels and Decals:	Good
NSF Decal:	Good
Probe / Probe Wires:	Working properly
Pump Tubes / Scrap Screens:	Good
Spray Arms / Jets:	Working properly

Comments

stopped by for pm and speak to customer:
checked temperatures wash, rinse,
checked final rinse ppms.
checked results
checked ultrations.
checked dispensing equipment.
Checked Probes, pump tubes, overflows, curtains, drains,
Checked injection fittings, water solenoid valves.
Checked and Cleaned wash arms, rinse arms.

Totals	Hours	Labor		Parts Used		Total Value	Bill Amount
		Rate/Hr	Value	Quantity	Value		
	0.02	80.00	\$1.60	0	\$0.00	\$1.60	\$0.00

TERMS AND CONDITIONS

The equipment described on this Service Report may include equipment that is owned by InnoServ or an affiliate and has been provided to Customer free of charge (collectively, "Loaned Equipment"). Loaned Equipment does not include: (a) Customer-owned equipment, (b) equipment that has been sold to Customer by InnoServ or an affiliate as evidenced by a fully executed bill of sale or other definitive written agreement between the parties, or (c) any equipment that is subject to a written lease agreement between InnoServ or an affiliate and Customer. InnoServ or an affiliate owns all Loaned Equipment, and Customer has no interest whatsoever in the Loaned Equipment, including a leasehold interest, either than a temporary right to possession which may be revoked by InnoServ or an affiliate at any time, for any reason. InnoServ or an affiliate agrees to maintain the Loaned Equipment in proper working order, and Customer agrees to use in the Loaned Equipment only products supplied by InnoServ or an affiliate. Customer shall be liable for damage to or destruction of the Loaned Equipment, beyond normal wear and tear, while it is in Customer's possession. Customer agrees to maintain property, casualty, and general liability insurance in amounts sufficient to (1) cover the replacement cost of the Loaned Equipment in the event that the Loaned Equipment is destroyed or damaged by fire, wind, theft, vandalism, or similar occurrence; and (2) pay any personal or property damage claim indemnify, defend, and hold InnoServ and its affiliates harmless from any claim brought against InnoServ or its affiliates in connection with Customer's use of the Loaned Equipment. Customer agrees to make the Loaned Equipment available to Customer "as is" with no warranties, either express or implied. INNOSEV AND ITS AFFILIATES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If InnoServ or an affiliate, in its sole discretion, revokes Customer's temporary right to possession of the Loaned Equipment, Customer agrees to make the Loaned Equipment available for pick up by InnoServ or an affiliate during regular business hours upon 24 hours' notice of revocation, oral or written, by InnoServ or an affiliate.

The Terms and Conditions of Service available at <https://www.innoserv.com/termsandconditions> are incorporated by reference herein in their entirety and apply to all services provided in connection with this Service Report.

InnoServ and its affiliates hereby object to and shall not be bound by any additional, different or conflicting terms provided or proposed by Customer, whether printed or otherwise, in any other communication between the parties (including on any proposal or any of Customer's forms, letter or papers).

Customer Acknowledgement:

Printed Name:

Bill Costa

Title/Position:

OWNER

Signature:

[Handwritten Signature]





The Commonwealth of Massachusetts
 Department of Industrial Accidents
 1 Congress Street, Suite 100
 Boston, MA 02114-2017

www.mass.gov/dia

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

Applicant Information

Please Print Legibly

Business/Organization Name: SAVORY & SWEET ON THE COAST

Address: 1 Adp Blvd

City/State/Zip: Raveland NJ 07068 Phone #: _____

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: Automatic Data Processing INC AGENCY INC

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. #: [REDACTED] Expiration Date: 4-9-22

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: William Cude Date: 2-25-22

Phone #: [REDACTED]

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2021

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc.		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.	
1 Adp Boulevard		PHONE (A/C, No, Ext): 1-800-524-7024	FAX (A/C, No):
Roseland NJ 07068		E-MAIL ADDRESS:	
INSURED Savory On The Cape Inc		INSURER(S) AFFORDING COVERAGE	
316 Route 6		INSURER A: Hartford Casualty Insurance Company	NAIC # 29424
Truro MA 02666		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / 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 OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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	Y/N N	N/A N	04/09/2021	04/09/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

Insured Copy 316 Route 6 Truro MA 02666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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FIRE EQUIPMENT INCORPORATED

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

HEALTH DEPARTMENT
TOWN OF TRURO

FEB 24 2022

RECEIVED BY

Kitchen Suppression System Inspection Certificate

Property: Savory on the Cape Inc.	Street: 316 Route 6	City/State/Zip: Truro, MA 02666
Frequency: Annual	Inspector Name: Mike Holubsko	Date: 2/24/2022
Installed Product: <u>K 00074520</u>	Product: Kitchen Suppression System	Equipment Location: Kitchen

System in service before conducting tasks	Yes
Pertinent parties notified before conducting tasks	Yes
Appliances Left to Right:	6 burn, griddle, hot top, gr char, fry, fry
Type of special agent extinguishing system: Wet chemical Dry chemical Prior to performing the required maintenance steps, verify that the system protection is designed and installed correctly for the existing appliance and ventilation system configuration. If not, note deficiencies.	Wet Chemical
Were building alterations/renovations made since last inspection?	No
Is system connected to building fire alarm?	Yes
Automatic Shutdown	
What is fuel source? Electricity Gas or Both	Both
Nozzles	
Are caps in place?	Yes
Quantity of Nozzle Caps Changed	
Quantity of Nozzle Seals Changed	
Are nozzles properly oriented to protect hazard?	Yes
Are there signs of damage or clogging?	No
Manual Releases	
Are manual releases clear and unobstructed?	Yes
System Cylinders and Mechanical Controls	
Are system pressure gauges in proper operating range?	Yes
Tanks mounted and secured?	Yes
All visible piping & conduit properly supported and in good condition?	Yes
Proper pipe schedule and fitting weight(s) for hazard design?	N/A
Flexible discharge hoses? Date: Part#: Size: :	N/A
Portable Fire Extinguishers	
Are fire extinguishers provided?	N/A
Mechanical Detection Line	
Function tested	Yes
Quantity of 165° F Links Changed	
Quantity of 212° F Links Changed	



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Quantity of 280° F Links Changed	
Quantity of 360° F Links Changed	5
Quantity of 450° F Links Changed	2
Quantity of 500° F Links Changed	
Interlocks	
Fuel shutoff	Yes
CERTIFICATE OF INSPECTION	
System tagged and left in service	Yes
Pertinent parties notified after conclusion of tasks	Yes
System returned to service	Yes
COMMENTS:	
6-Year Maintenance Test Are 6-year tests recorded?	N/A
12-Year Tests Are 12-year tests recorded?	



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MEDFORD • AGAWAM • HYANNIS • SMITHFIELD • MANCHESTER

TOTAL # OF EXTINGUISHERS – 6

EXTINGUISHERS DUE SERVICE NEXT YEAR –

New Equipment -

DRY CHEM 2.5 ABC		DRY CHEM 5 ABC		DRY CHEM 10 ABC		DRY CHEM 20 ABC	
DRY CHEM 10 BC		DRY CHEM 20 BC		DRY CHEM 10 PK		DRY CHEM 20 PK	
CO2 5lb		CO2 10lb		CO2 15.5lb		CO2 20lb	
Pressurized Water		K Class		Halotron 2.5lb		Halotron 5lb	
Halotron 11lb		Halotron 15lb		Emergency Lights		Exit Lights	
Other							

Inspection/Recertification –

Dry Chem		KClass		Pressurized Water		Halotron	
CO2		Conductivity Test		Wheeled Unit		Emergency Light	
Exit Light		Other Insp					

Recharges –

Dry Chem 2 1/2 lb		Dry Chem 5 lb		Dry Chem 10lb		Dry Chem 20lb	
CO2 5 lb		CO2 10 lb		CO2 15 lb		CO2 20 lb	
Pressurized Water		K Class .61		2,5G		Halotron 2.5 lb	
Halotron 5 lb		Halotron 11 lb		Halotron 15.5 Lb		Conductivity Tests	

Service –

6 YR Maintenance Halotron		Hydrotest Dry Chem	
6 YR Maintenance Other		Hydrotest Other	

Parts –

Service Collar		ORing		Check Stem		Pull Pin	
Vehicle Bracket		Heavy Duty Bracket		Batteries		Battery Disposal	
Wall Hook		M1 - 5lb		M2 -10lb		20lb	
Bulbs		Replacement Cover		Gauge		FEC Cover	
Other Parts		DOT		OSHA		PWM 90	
BL Series Vinyl		Type					

Number: 2022-112

Fee \$75.00

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

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

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

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

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

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2022**

Date Issued: *Feb 25, 2022*

Seating: 39



Emily Beebe, R.S.,

Agent for the Truro Board of Health

Number: 2022-112A

Fee \$50.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666

Permit To Operate As A Food Caterer

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

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

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

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

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2022**

Date Issued: **2/25/2022**



Emily Beebe, R.S.,

Agent for the Truro Board of Health

Number: 2022-112B

Fee \$10.00

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

Bakery License

This is to Certify that

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

IS HEREBY GRANTED A LICENSE

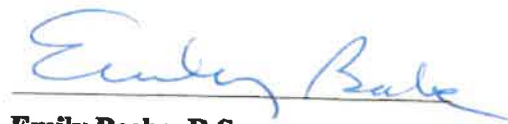
For

a bakery

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires **December 31, 2022** unless sooner suspended or revoked.

Date

2/25/2022



Emily Beebe, R.S.,

Agent for the Truro Board of Health

Number: 2022-112C

Fee \$10.00

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

Frozen Desserts/Ice Cream Mix License

This is to Certify that
Address

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

**IS HEREBY GRANTED A LICENSE
FOR THE MANUFACTURING OF
FROZEN DESSERTS AND/OR ICE CREAM MIX**

Expiring December 31, 2022

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

Date

2/25/2022



Emily Beebe, R.S.,

Agent for the Truro Board of Health



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

FEB 24 2022

TAX STATUS REQUEST FOR LICENSING

Date 2/24/2022

Request is coming from the Selectmen's Office _____ Health Office X

Owner's Name:

Business Name Savory & the Sweet Escape

Residential Address: 316 Route 6

Map and Parcel: 42-274

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

Molly Stevens
Tax Collector's Signature

all set

2/24/2022
Date

Section 3 - MANAGER INFORMATION

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

Name of Onsite Manager:

Name: James Bourne Unit Number: _____

Mailing Address: PO Box 385 North Truro, MA 02882

Phone: (24 Hour Contact): 210 542-0700 Email Address: _____

James D Bourne
Manager's Signature (REQUIRED)

Name of Office Manager:

Name: _____ Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Manager's Signature (REQUIRED)

Name of Co-Manager:

Name: _____ Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Co-Manager's Signature (REQUIRED)

Section 4 - ATTESTATION

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

H. Wayne Kekamp II 11/19/2021
Signature of Applicant Print Name Date

Additional Applications & Documentation

REQUIRED FOR ALL HOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

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

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

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



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME: Adventure Bound

OWNER/MANAGER: _____

ADDRESS: 46 Highland and 67 South Highland Road

PHONE # XXXXXXXXXX NUMBER OF UNITS: _____

CONTACT PERSON: JAMES

ADDRESS: _____

TESTING COMPANY: Fire Equipment Inc.

TESTING ELECTRICIAN/TECHNICIAN: LUKE MACKIE

COMPANY PHONE #: _____ HOME PHONE #: 508-775-3473

LICENSE #: 6025

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

COMMENTS: Fire Extinguisher Inspection

DATE OF CERTIFICATION: 11/16/21 BY: [Signature]

Signature of Licensed Electrician

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



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: A/C Mobile Home Park, Inc at Cape Cod

Address: 46 Highland Road

City/State/Zip: North Truro, MA 02652

Phone #: 508 487-1847

Are you an employer? Check the appropriate box:

1. I am an employer with seasonal 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 campground

*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: National Casualty Company

Insurer's Address: 1100 Locust Street

City/State/Zip: Des Moines, IA 50391

Policy # or Self-ins. Lic. # [REDACTED]

Expiration Date: 04/01/2022

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

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

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

Signature: _____

Date: 12.7.21

Phone #: 772 584-3628

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)
03/25/2021

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
K&K INSURANCE GROUP, INC.
P.O. BOX 2338
FORT WAYNE, IN 46801

CONTACT NAME: LEISURE
PHONE (A/C, No, Ext): 877-355-0315 **FAX (A/C, No):** 260-458-5990
E-MAIL ADDRESS:

INSURED
H. WAYNE KLEKAMP, INC. (SEE SCHEDULE)
DBA : ADVENTURE BOUND CAMPING RESORTS
905 16TH PL
VERO BEACH, FL 32980

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	NATIONAL CASUALTY COMPANY	11991
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

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

INER LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIMITS - \$1,000,000/\$1,000,000 AGG GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		[REDACTED]	4/1/2021 12:01 AM	4/1/2022 12:01 AM	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence): \$300,000 MED EXP (Any one person): EXCLUDED PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$5,000,000 PRODUCTS - COMPROP AGG: \$5,000,000 LEGAL LIAB TO PARTICIPANTS PROFESSIONAL LIABILITY COMBINED SINGLE LIMITY (Ea accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	4/1/2021 12:01 AM	4/1/2022 12:01 AM	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			[REDACTED]	4/1/2021 12:01 AM	4/1/2022 12:01 AM	EACH OCCURRENCE: \$3,000,000 AGGREGATE: \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N	N/A		[REDACTED]	4/1/2020 12:01 AM	4/1/2020 12:01 AM	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
	PARTICIPANT ACCIDENT						AD&D Primary Medical Excess Medical Weekly Indemnity

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

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.

RE: CAPE COD-NORTH TRURO: 42-44-46-48 HIGHLAND ROAD, NORTH TRURO, MA & CAPE COD-HORTONS: 67-71 SOUTH HIGHLAND ROAD, NORTH TRURO, MA

CERTIFICATE HOLDER

TOWN OF TRURO
LICENSING DEPARTMENT
PO BOX 2030
TRURO, MA 02866

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

Scott Pemberton

Number: 2022-078A

Fee \$75.00

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

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

Wayne Klekamp, mgr., d/b/a Adventure Bound Camping
North Truro Camping Area

Whose place of business is **46 South Highland Rd**

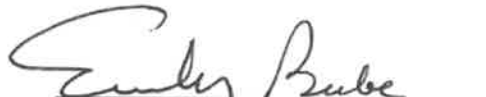
Type of business and any restrictions **General Store (prepackaged & microwave food items/dry goods)**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2022**

Date Issued:

2/22/2022


Emily Beebe, R.S.

Agent to the Truro Board of Health

Number: 2022-078

Fee: \$50.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Campground

This is to certify that

Wayne Klekamp, mgr., d/b/a North Truro Camping Area
46 Highland Rd

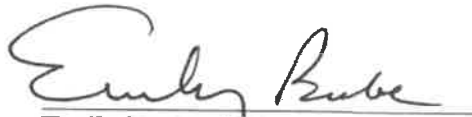
**Has Been Granted A License to Operate Recreational Camps, Overnight Camps or Trailer
Coach Parks**

This license is issued in conformity with the authority granted to the Truro Board of Health, by Chapter 140, Sections 32A, 32B, 32C, 32D, 32E as amended, and is subject to the provisions of the Laws of the Commonwealth of Massachusetts relating thereto, and upon such terms and conditions, and to the rules and regulations in regard to said Camps or Cabins so licensed as adopted by the Truro Board of Health and expires December 31, 2022 unless sooner suspended or revoked.

Date

2/22/2022

of units: 330 sites



Emily Beebe, R.S.

Agent to the Truro Board of Health



TOWN OF TRURO

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

TAX STATUS REQUEST FOR LICENSING

Date 2/2/2022

Request is coming from the Selectmen's Office _____ Health Office X

Owner's Name: H. Wayne Klekamp-A/C Mobile Home Park, Inc

Business Name Horton's ; NTCA

Residential Address: 67^{Sp.} Highland Rd & 46 Highland Rd

Map and Parcel: 37-15 ; 36--174

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

Mally Stevens
Tax Collector's Signature

All set

2/3/2022
Date

Section 3 - MANAGER INFORMATION

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

Name of Onsite Manager:

Name: James Bourne Unit Number: _____

Mailing Address: PO Box 385 North Trafton, MA 02862

Phone: (24 Hour Contact): _____ Email Address: _____

James D Bourne
Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: _____ Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Manager's Signature (REQUIRED)

Name of Co-Manager:

Name: _____ Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Co-Manager's Signature (REQUIRED)

Section 4 - ATTESTATION

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

H. Wayne Kiekamp II 11/19/2021
Signature of Applicant Print Name Date

Additional Applications & Documentation

- REQUIRED FOR ALL HOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS**
- Smoke detector/fire protection certification
 - IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance
 - IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit
 - Business certificate with the clerk's office

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

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



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

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

Applicant Information

Please Print Legibly

Business/Organization Name: A/C Mobile Home Park, Inc at Horton's

Address: 67 Highland Road

City/State/Zip: North Truro, MA 02652

Phone #: 508 487-1847

Are you an employer? Check the appropriate box:

- 1. I am a employer with seasonal 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 campground

*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: National Casualty Company

Insurer's Address: 1100 Locust Street

City/State/Zip: Des Moines, IA 50391

Policy # or Self-ins. Lic. : [REDACTED] Expiration Date: 04/01/2022

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: 12.2.21

Phone #: 772 584-3628

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)
03/25/2021

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
K&K INSURANCE GROUP, INC.
P.O. BOX 2338
FORT WAYNE, IN 46801

CONTACT NAME: LEISURE
PHONE (A/C, No, Ext): 877-365-0315 **FAX (A/C, No):** 260-450-5890
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE **NAIC #**
INSURER A: NATIONAL CASUALTY COMPANY **11991**

INSURED
H. WAYNE KLEKAMP, INC. (SEE SCHEDULE)
DBA : ADVENTURE BOUND CAMPING RESORTS
905 16TH PL
VERO BEACH, FL 32980

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIMITS - \$1,000,000/\$1,000,000 AGG GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		[REDACTED]	4/1/2021 12:01 AM	4/1/2022 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPIOP AGG \$5,000,000 LEGAL LIAB TO PARTICIPANTS PROFESSIONAL LIABILITY
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	4/1/2021 12:01 AM	4/1/2022 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			[REDACTED]	4/1/2021 12:01 AM	4/1/2022 12:01 AM	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXCLUSIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[REDACTED]	4/1/2020 12:01 AM	4/1/2020 12:01 AM	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT AD&D Primary Medical Excess Medical Weekly Indemnity
	PARTICIPANT ACCIDENT						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.
RE: CAPE COD-NORTH TRURO: 42-44-48-48 HIGHLAND ROAD, NORTH TRURO, MA & CAPE COD-HORTONS: 67-71 SOUTH HIGHLAND ROAD, NORTH TRURO, MA

CERTIFICATE HOLDER

TOWN OF TRURO
LICENSING DEPARTMENT
PO BOX 2030
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

Scott Pemberton



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

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: Adventure Bound

OWNER/MANAGER: _____

ADDRESS: 46 Highland road 67 South Highland Road

PHONE #: XXXXXXXXXX NUMBER OF UNITS: _____

CONTACT PERSON: James

ADDRESS: _____

TESTING COMPANY: Fire Equipment Inc.

TESTING ELECTRICIAN/TECHNICIAN: LUKE MACKIE

COMPANY PHONE #: _____ HOME PHONE #: 508-775-3473

LICENSE #: 6025

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

COMMENTS: Fire Extinguisher Inspection

DATE OF CERTIFICATION: 11/11/21 BY: [Signature]

Signature of Licensed Electrician

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



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

TAX STATUS REQUEST FOR LICENSING

Date 2/2/2022

Request is coming from the Selectmen's Office _____ Health Office X

Owner's Name: H. Wayne Klekamp-A/C Mobile Home Park, Inc

Business Name Horton's ; NTCA

Residential Address: 67^{Sp.} Highland Rd & 46 Highland Rd

Map and Parcel: 37-15 ; 36--174

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

Molly Stevens
Tax Collector's Signature

All set

2/3/2022
Date

Number:2022-079

Fee: \$50.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Campground

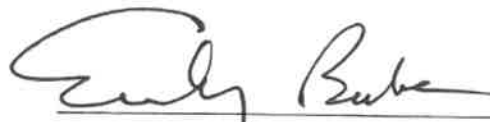
This is to certify that **Wayne Klekamp, mgr., d/b/a Adventure Bound Camping Resort
at Hortons**
67 South Highland Rd

**Has Been Granted A License to Operate Recreational Camps, Overnight Camps or Trailer
Coach Parks**

This license is issued in conformity with the authority granted to the Truro Board of Health, by Chapter 140, Sections 32A, 32B, 32C, 32D, 32E as amended, and is subject to the provisions of the Laws of the Commonwealth of Massachusetts relating thereto, and upon such terms and conditions, and to the rules and regulations in regard to said Camps or Cabins so licensed as adopted by the Truro Board of Health and expires **December 31, 2022** unless sooner suspended or revoked.

Date **2/22/2022**

#of units: **218 sites**



Emily Beebe, RS

Agent to the Truro Board of Health

Number: 2022-079A

Fee \$75.00

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

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

**Wayne Klekamp, mgr., d/b/a Adventure Bound Camping Resort at Horton's
Highland Dairy General Store**

Whose place of business is **67 South Highland Rd**

Type of business and any restrictions **General Store (prepackaged & microwave food items/dry goods)**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2022**

Date Issued:

2/22/2022



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

42-237

Last septic insp: 3/9/2020
Smoke exp: 11/23/22 FS#

2022-033



Town of Truro

Board of Health

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

RCVD 2021NOV23 04:11:45

APPLICATION FOR FOOD SERVICE - COMMON VICTUALER

New Renewal

HEALTH DEPARTMENT
TOWN OF TRURO

Section 1 - License Type

Type of License: Food Service Common Victualer

NOV 23 2021

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Type of Food Service Establishment:

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

Section 2 - Business/Owner/Manger Information

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

Business Name: WHITMAN HOUSE

Owner Name: Robert Rice Email Address: [REDACTED]

Mailing Address: P.O. Box 1056 Truro 02666

Phone No: [REDACTED]

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

Name: Robert Rice Email Address: [REDACTED]

Mailing Address: P.O. Box 1056 Truro

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

Section 3 - Business Operation Details

Number of Seats: Inside: 160 Outside: _____ Number of Employees: 10

Length of Permit: Annual Seasonal Operation

Hours of Operation: 5:00 P.M. To 9:00 P.M.

Days Closed Excluding Holidays: TUESDAY / WEDNESDAY

If Seasonal: Approximate Dates of Operation: 5 / 15 / 22 To 10 / 31 / 22



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: WHITMAN HOUSE CONDOS

Address: 7 GREAT HOLLOW RD.

City/State/Zip: TOWN, MA. 02866 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: _____

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: Robert J. Ric Date: 10/29/21

Phone #: [REDACTED]

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME: Whitman House Rest.
OWNER/MANAGER: Robert Rice
ADDRESS: 5 Great Hollow Rd
PHONE #: [REDACTED] NUMBER OF UNITS: 1
CONTACT PERSON: Robert Rice
ADDRESS: SAME

TESTING COMPANY: QUAHOG ELECTRIC
TESTING ELECTRICIAN/TECHNICIAN: Arthur Martinez
COMPANY PHONE #: 487 4222 HOME PHONE #: [REDACTED]
LICENSE #: A10653

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

COMMENTS: ALARMS O.K.

DATE OF CERTIFICATION: 11/23/24 BY: [Signature]
Signature of Licensed Electrician

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

ServSafe
National Restaurant Association

HEALTH DEPARTMENT
TOWN OF TRURO

DEC 18 2019

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ServSafe® CERTIFICATION

HOWARD CASE

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

14694442

EXAM NUMBER

5243

EXAM FORM NUMBER

2/6/20

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

2/6/2022

DATE OF EXPIRATION



#0855

In accordance with Maritime Labour Convention
©2016 National Restaurant Association

The logo are trademarks of the NRAEF.



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

Certificate OF COMPLETION

HEALTH DEPARTMENT
TOWN OF THORO

DEC 18 2019

RECEIVED BY:

IN RECOGNITION OF SUCCESSFUL COMPLETION IN:

CPR / AED / First-Aid

(Adult / Child / Infant / Choking)

AED / Injury & Universal Precautions

THIS CERTIFICATE IS PROUDLY PRESENTED TO:

Howard Case

The above mentioned Student is now certified in the above mentioned course by demonstrating proficiency in the subject by passing the examination in accordance with the Terms & Conditions of National CPR Foundation - Valid for 2 years. Course administered in accordance with the 2015 ECC/ILCOR and AHA® guidelines. ID#: EA6C6C



COURSE PROVIDED BY:
National CPR Foundation

Completion: ~~December 16, 2019~~ *expired*

Instructor: **Paul J. Scruton**

Signature:

Paul Scruton

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: SUSAN CASE

Certificate Number: 2802860

Date of Completion: 3/3/2017

Date of Expiration: 3/3/2022

HEALTH DEPARTMENT
TOWN OF TROY

DEC 18 2019

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

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

Issued By:



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.marestaurantassoc.org

NATIONAL
RESTAURANT
ASSOCIATION
800.765.2122
www.restaurant.org

Certificate of Completion

This certifies that the person named below has completed a
1 Hour Food Handler Class
and has passed a written knowledge assessment

COURSE FOR FOOD SAFETY

FOOD HANDLER CLASS

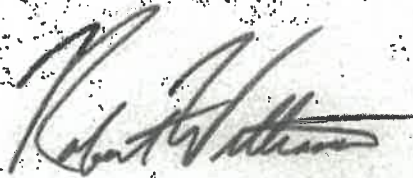
Sally Rice

Truro, MA

Date of Course Completion: 01/25/2022

Valid for 3 Years

Certificate Number: 639070



Mr. Robert A. Williams, Course Instructor
(888) 338-8855 | certificate@courseforfoodsafety.com



Verify the authenticity of this certificate by
visiting: NALearning.org/Verify

RECEIVED BY
JAN 26 2022
TOWN OF TRURO



American
HEALTH CARE ACADEMY

A1985849

Standard First Aid

Robert Rice

This card certifies that the above individual has successfully completed the requirements in accordance with American Health Care Academy's curriculum.

01/25/2022

Issue Date:

01/25/2024

Renewal Date:

Instructor Signature

Holder's Signature

Call 911 in case of a medical emergency.
Call 1-800-222-1222 in a poison emergency.
For CPR/AED or First Aid training information,
call 1-888-377-7865 or visit cpraedcourse.com.

American Health Care Academy
Renewal Recommended every 2 years.

HEALTH CARE ACADEMY

JAN 26 2022

RECEIVED BY

Number: 2022-033

Fee \$75.00

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

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

Robert Rice, mgr., d/b/a Whitman House Restaurant

Whose place of business is **5 Great Hollow Rd**

Type of business and any restrictions **Restaurant**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2022**

Date Issued:

2/3/2022



Emily Beebe, RS

Truro Board of Health Agent

Number: 2022-34

CONDOMINIUM

Fee \$50.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Motels, Cottages/Cabin Colonies

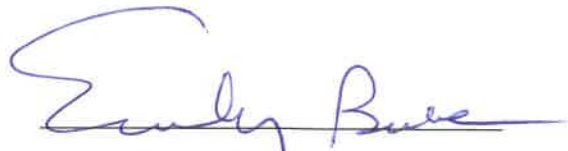
This is to certify that **Robert Rice, mgr., d/b/a Whitman House Business Condominiums**
3 & 5 Great Hollow Rd

Has Been Granted a License to Operate **Motels, Cottages/Cabins Colonies**

This license is issued in conformity with the authority granted to the Truro Board of Health, by Chapter 140, Sections 32A, 32B, 32C, 32D, 32E as amended, and is subject to the provisions of the Laws of the Commonwealth of Massachusetts relating thereto, and upon such terms and conditions, and to the rules and regulations in regard to said Motels, Cottages/Cabin Colonies so licensed as adopted by the Truro Board of Health and expires **November 30, 2022** unless sooner suspended or revoked.

Date 2/3/2022

of units: **4**



Emily Beebe, RS

Agent to the Truro Board of Health



TOWN OF TRURO

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

TAX STATUS REQUEST FOR LICENSING

Date 1/13/2022

Request is coming from the Selectmen's Office _____ Health Office X

Owner's Name: Robert Rice

Business Name Whitman House Restaurant, Whitman House Condominiums, Whitman House Business Condominiums

Residential Address: 7 Great Hollow Rd, 5 Great Hollow Rd

Map and Parcel: 42-237, 42-148

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

Molly Steiner
Tax Collector's Signature

see
below

1/14/2022
Date

7 Great Hollow

Unit 36 + Unit 42 have balances from FY 21.

5 Great Hollow is all set.

Smid exp: 11/30/22

FS# 2022-106

Cat# 2022-106A

Town of Truro

Board of Health

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

HEALTH DEPARTMENT
TOWN OF TRURO

DEC 07 2021

RECEIVED BY:

APPLICATION FOR FOOD SERVICE – COMMON VICTUALER

New Renewal

Section 1 – License Type

Type of License: Food Service Common Victualer

Type of Food Service Establishment:

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

Section 2 – Business/Owner/Manger Information

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

Business Name: Top Mast Resort - dba Top Mast Cafe

Owner Name: Silva Family Heritage Trust Email Address: vacation@topmastresort.com

Mailing Address: Box 44, N.Truro MA 02652

Phone No: [REDACTED]

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

Name: Jason Silva Email Address: [REDACTED]

Mailing Address: Box 44, N.Truro, MA 02652

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

Section 3 – Business Operation Details

Number of Seats: Inside: 50 Outside: 22 Number of Employees: 8

Length of Permit: Annual Seasonal Operation

Hours of Operation: 7am To 11pm

Days Closed Excluding Holidays: None

If Seasonal: Approximate Dates of Operation: 05 /01 /22 To 10 /31 /22

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

Jason Silva

Allergen Awareness Certification (attach copy):

Jason Silva

Has your menu changed from last year? Yes No

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

Section 4 - Attestation

Attestation

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

Signature of Applicant:

Jason R. Silva

Date: 12/9/21

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: Top Mast Resort dba Top Mast Cafe

Address: 217 Shore Rd

City/State/Zip: N.Truro MA 02652

Phone #: 508-487-1189

Are you an employer? Check the appropriate box:

1. I am a employer with 10 employees (full and/ or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

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

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

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

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

Insurance Company Name: Associated Employers Insurance Company

Insurer's Address: 54 Third Ave.

City/State/Zip: Burlington, MA 01803

Policy # or Self-ins. Lic. # WCC- [REDACTED] Expiration Date: 09/30/22

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: [Handwritten Signature]

Date: 12-9-21

Phone #: 508-487-189

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 #: _____



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME: Top Mast Resort & Cafe

OWNER/MANAGER: Silva Family Heritage Trust-Jason Silva

ADDRESS: 209 Shore Rd, N. Truro MA 02652

PHONE #: [REDACTED] **NUMBER OF UNITS:** 77

CONTACT PERSON: Jason Silva-[REDACTED]

ADDRESS: 209 Shore Rd. N. Truro, MA 02652

TESTING COMPANY: George Felton-Master Electrician

TESTING ELECTRICIAN/TECHNICIAN: Jamie White

COMPANY PHONE #: 508-487-3428 **HOME PHONE #:** _____

LICENSE #: 11223-B

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

COMMENTS: Fire Alarm Panels tested OK

DATE OF CERTIFICATION: 11-30-21 **BY:** [Signature]

Signature of Licensed Electrician

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

DO NOT REMOVE PER ORDER OF THE STATE FIRE MARSHAL

DATE OF
LAST SERVICE

JAN
 FEB
 MAR

APR
 MAY
 JUN

JUL
 AUG
 SEP

OCT
 NOV
 DEC

INTEGRITY Total Service, LLC

219 Cotuit Road
Sandwich, MA 02563
(508) 309-9180

This system has been Inspected Cleaned to comply with NFPA Code #96 and local fire codes. For additional information refer to applicable system service report.

SERVICED BY J. NARO
BFD or C OF C # 37

NEXT SERVICE
DUE IN

30 DAYS
60 DAYS
90 DAYS
120 DAYS
180 DAYS
365 DAYS
___ DAYS



2021
2022
2023
2024
2025
2026

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	31
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: JASON SILVA

Certificate Number: 4953693

Date of Completion: 3/7/2021

Date of Expiration: 3/7/2026



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

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

Issued By:



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.marrestaurantassoc.org



800.765.2122
www.restaurant.org

Certificate of Completion

Be it known that

Jason Silva

Has Satisfied the requirements for a Training course in
Adult/Child/Infant CPR

Issued: 03/11/2021

Expiration date: 03/11/2023



Instructor



Student

Certificate ID: 6SG72002460467018

*This Student has Passed Basic Skills Evaluation in Accordance with the **eCPRcertification.com** Terms and Conditions.*
*This Certificate is issued by **eCPRcertification.com**. CustomerService@eCPRcertification.com 866-608-6129*



FIRE EQUIPMENT
INCORPORATED

Protecting New England. Because so much is at stake.

MEDFORD • AGAWAM • HYANNIS • SMITHFIELD • MANCHESTER

HEALTH DEPARTMENT
TOWN OF TRURO

DEC 21 2021

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Kitchen Suppression System Inspection Certificate

For

Top Mast Resort
209 Shore Road
North Truro, MA 02652

Tested to NFPA Standards

This Inspection was performed in accordance with NFPA 17 or 17A 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:
11/24/2021

Inspector Name: Mike Holubsko
Title: Service Technician



FIRE EQUIPMENT INCORPORATED

Protecting New England. Because so much is at stake.

MEDFORD · AGAWAM · HYANNIS · SMITHFIELD · MANCHESTER

Kitchen Suppression System Inspection Certificate

Property: Top Mast Resort	Street: 209 Shore Road	City/State/Zip: North Truro, MA 02652
Frequency: Annual	Inspector Name: Mike Holubeko	Date: 11/24/2021
Installed Product: <u>K 00072512</u>	Product: Kitchen Suppression System	Equipment Location: #1 Cafe

System in service before conducting tasks	Yes
Pertinent parties notified before conducting tasks	Yes
Appliances Left to Right:	Fry, fry, fry, fry, griddle, 6burn/w sala
Type of special agent extinguishing system: Wet chemical Dry chemical	Wet Chemical
Prior to performing the required maintenance steps, verify that the system protection is designed and installed correctly for the existing appliance and ventilation system configuration. If not, note deficiencies.	
Were building alterations/renovations made since last inspection?	No
Is system connected to building fire alarm?	Yes
Automatic Shutdown	
What is fuel source? Electricity Gas or Both	Gas
Nozzles	
Are caps in place?	Yes
Quantity of Nozzle Caps Changed	
Quantity of Nozzle Seals Changed	4
Are nozzles properly oriented to protect hazard?	Yes
Are there signs of damage or clogging?	No
Manual Releases	
Are manual releases clear and unobstructed?	Yes
System Cylinders and Mechanical Controls	
Are system pressure gauges in proper operating range?	Yes
Tanks mounted and secured?	Yes
All visible piping & conduit properly supported and in good condition?	Yes
Proper pipe schedule and fitting weight(s) for hazard design?	No
Flexible discharge hoses? Date: Part#: Size: :	No
Portable Fire Extinguishers	
Are fire extinguishers provided?	No
Mechanical Detection Line	
Function tested	Yes
Quantity of 165° F Links Changed	
Quantity of 212° F Links Changed	



FIRE EQUIPMENT INCORPORATED

Protecting New England. Because so much is at stake.

MEDFORD · AGAWAM · HYANNIS · SMITHFIELD · MANCHESTER

Quantity of 280° F Links Changed	
Quantity of 360° F Links Changed	4
Quantity of 450° F Links Changed	2
Quantity of 500° F Links Changed	
Interlocks	
Fuel shutoff	Yes
CERTIFICATE OF INSPECTION	
System tagged and left in service	Yes
Pertinent parties notified after conclusion of tasks	Yes
System returned to service	Yes
COMMENTS:	
6-Year Maintenance Test Are 6-year tests recorded?	No
12-Year Tests Are 12-year tests recorded?	



FIRE EQUIPMENT
I N C O R P O R A T E D

Protecting New England. Because so much is at stake.

MEDFORD • AGAWAM • HYANNIS • SMITHFIELD • MANCHESTER

FIRE SUPPRESSION CYLINDER RECORD

Kitchen Manufacturer	Model	Hydro	Number of Tanks	Location



FIRE EQUIPMENT INCORPORATED

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

TOTAL # OF EXTINGUISHERS – 14

EXTINGUISHERS DUE SERVICE NEXT YEAR –

New Equipment -

DRY CHEM 2.5 ABC		DRY CHEM 5 ABC		DRY CHEM 10 ABC		DRY CHEM 20 ABC	
DRY CHEM 10 BC		DRY CHEM 20 BC		DRY CHEM 10 PK		DRY CHEM 20 PK	
CO2 5lb		CO2 10lb		CO2 15.5lb		CO2 20lb	
Pressurized Water		K Class		Halotron 2.5lb		Halotron 5lb	
Halotron 11lb		Halotron 15lb		Emergency Lights		Exit Lights	
Other							

Inspection/Recertification –

DryChem	13	KClass	1	Pressurized Water		Halotron	
CO2		Conductivity Test		Wheeled Unit		Emergency Light	
Exit Light		Other Insp					

Recharges –

Dry Chem 2 1/2 lb		Dry Chem 5 lb		Dry Chem 10lb		Dry Chem 20lb	
CO2 5 lb		CO2 10 lb		CO2 15 lb		CO2 20 lb	
Pressurized Water		K Class .61		2,5G		Halotron 2.5 lb	
Halotron 5 lb		Halotron 11 lb		Halotron 15.5 Lb		Conductivity Tests	

Service –

6 YR Maintenance Halotron		Hydrotest Dry Chem	
6 YR Maintenance Other		Hydrotest Other	

Parts –

Service Collar		ORing		Check Stem		Pull Pin	
Vehicle Bracket		Heavy Duty Bracket		Batteries		Battery Disposal	
Wall Hook		M1 - 5lb		M2 - 10lb		20lb	
Bulbs		Replacement Cover		Gauge		FEC Cover	
Other Parts		DOT		OSHA		PWM 90	
BL Series Vinyl		Type					



FIRE EQUIPMENT INCORPORATED

Protecting New England. Because so much is at stake.

MEDFORD · AGAWAM · HYANNIS · SMITHFIELD · MANCHESTER

RP Series Plastic		Types						
-------------------	--	-------	--	--	--	--	--	--

FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA 10 CODE -

Recommendations -

Comments -

Signature:

Date:

Nov 24, 2021



TOWN OF TRURO

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

TAX STATUS REQUEST FOR LICENSING

Date 1/21/2022

Request is coming from the Selectmen's Office _____ Health Office X

Owner's Name: Silva Family Heritage Trust

Business Name Top Mast Motel & Beach Point Swim Club

Residential Address: 209 Shore Rd

Map and Parcel: 17-7

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

Wally Stevens
Tax Collector's Signature

All set

1/24/2022
Date

Smoke exp:
11/30/22

#FS
#2022-031

HEALTH DEPARTMENT
TOWN OF TRURO

DEC 07 2021

RECEIVED BY:



**Town of Truro
Board of Health**

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

APPLICATION FOR FOOD SERVICE – COMMO

New Renewal

FS + \$50.00
FS
18125.00
DUE

Section 1 – License Type

Type of License: Food Service Common Victualer

Type of Food Service Establishment:

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

Section 2 – Business/Owner/Manager Information

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

Business Name: **Beach Point Health & Swim Club**

Owner Name: **Silva Family Heritage Trust** Email Address: **vacation@topmastresort.com**

Mailing Address: **Box 44, N.Truro MA 02652**

Phone No: [REDACTED]

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

Name: **Jason Silva** Email Address: [REDACTED]

Mailing Address: **Box 44, N.Truro, MA 02652**

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

Section 3 – Business Operation Details

Number of Seats: Inside: 273 Outside: _____ Number of Employees: 4

Length of Permit: Annual Seasonal Operation

Hours of Operation: 8am To 10pm

Days Closed Excluding Holidays: None

If Seasonal: Approximate Dates of Operation: 05 /01 /22 To 10 /31 /22

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

Jason Silva

Allergen Awareness Certification (attach copy):

Jason Silva

Has your menu changed from last year? Yes No

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

Section 4 - Attestation

Attestation

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

Signature of Applicant:

Jason R. Silva

Date: 12/9/21

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 _____

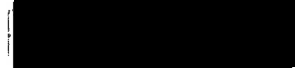
COPY

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

Associated Employers Insurance Company
54 Third Avenue, Burlington, Massachusetts 01803-0970
(800) 876-2765

NCCI NO 40959

POLICY NO.
PRIOR NO.



ITEM

1 The Insured: Topmast Resort Inc As Per Schedule
DBA:
Mailing address: P O Box 44
North Truro, MA 02652

FEIN: **-***9681

Legal Entity Type: Corporation

Other workplaces not shown above: See Location

- 2. The policy period is from 09/30/2021 to 09/30/2022 12:01 a.m. standard time at the insured's mailing address.
- 3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MA
- B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.

The limits of liability under Part Two are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee

- C. Other States Insurance: Coverage Replaced by Endorsement WC 20 03 06 B
- D. This Policy includes these Endorsements and Schedules: SEE SCHEDULE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis	Rates
		Estimated Total Annual Remuneration	Per \$100 Of Remuneration
INTRA	000032012		
INTER		SEE CLASS CODE SCHEDULE	


Minimum Premium \$301

Total Estimated Annual Premium	\$6,790
Deposit Premium	\$1,762

GOV STATE	GOV CLASS
MA	9052

State Assessments/Surcharges	\$257
\$6,144.00 x 4.1800%	

This policy, including all endorsements, is hereby countersigned by


Authorized Signature

08/31/2021
Date

Service Office:
54 Third Avenue
Burlington MA 01803

Kaplansky Insurance
114 Harvard Street
Brookline, MA 02446

WC 00 00 01 A (7-11)

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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: Top Mast Resort - BEACH POINT SWIM CLUB

Address: 217 Shore Rd

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

Are you an employer? Check the appropriate box:

1. I am an employer with 10 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 Pool-Health Club

*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: Associated Employers Insurance Company

Insurer's Address: 54 Third Ave.

City/State/Zip: Burlington, MA 01803

Policy # or Self-ins. Lic. # WCC [REDACTED] Expiration Date: 09/30/22

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: [Handwritten Signature] Date: 12-9-21

Phone #: 508-487-189

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 #: _____



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME: Top Mast Resort & Cafe & SWIM CLUB

OWNER/MANAGER: Silva Family Heritage Trust-Jason Silva

ADDRESS: 209 Shore Rd, N. Truro MA 02652

PHONE # [REDACTED] NUMBER OF UNITS: 77

CONTACT PERSON: Jason Silva-[REDACTED]

ADDRESS: 209 Shore Rd. N. Truro, MA 02652

TESTING COMPANY: George Felton-Master Electrician

TESTING ELECTRICIAN/TECHNICIAN: Jamie White

COMPANY PHONE #: 508-487-3428 HOME PHONE #: _____

LICENSE #: 11223-B

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

COMMENTS: Fire Alarm Panels tested OK

DATE OF CERTIFICATION: 11-7-21

BY: _____

[Signature]
Signature of Licensed Electrician

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

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

JASON SILVA

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

20296898

CERTIFICATE NUMBER

10748

EXAM FORM NUMBER

3/4/2021

DATE OF EXAMINATION

3/4/2026

DATE OF EXPIRATION

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



#0655



Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with Minnesota Labor Commission 2216, Regulation 4206.0102-2013 Regulation 23, Standard 43-2.

©2017 National Restaurant Association. ServSafe, Food Protection Manager, and the arc design are trademarks of the NRAEF, National Restaurant Association® and the arc design.

The information on this certificate is for informational purposes only. It is not a guarantee of performance.

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: JASON SILVA

Certificate Number: 4953693

Date of Completion: 3/7/2021

Date of Expiration: 3/7/2026



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

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

Issued By:



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.marestaurantassoc.org



800.765.2122
www.restaurant.org

Certificate of Completion

Be it known that

Jason Silva

*Has Satisfied the requirements for a Training course in
Adult/Child/Infant CPR*

Issued: 03/11/2021

Expiration date: 03/11/2023



Instructor



Student

Certificate ID: 6.SG72002460467018

*This Student has Passed Basic Skills Evaluation in Accordance with the **eCPRcertification.com** Terms and Conditions.
This Certificate is issued by **eCPRcertification.com**. CustomerService@eCPRcertification.com 866-608-6129*

Number: 2022-031

Fee \$75.00

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

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

Jason Silva, mgr., d/b/a Beach Point Health & Swim Club

Whose place of business is **209 Shore Rd**

Type of business and any restrictions **Restaurant**

To operate a food establishment in **Truro**
(City or Town)

Permit Expires: **December 31, 2022**

Date Issued: **2/8/2022**

Seating: 273



Truro Board of Health Agent



TOWN OF TRURO

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

TAX STATUS REQUEST FOR LICENSING

Date 1/21/2022

Request is coming from the Selectmen's Office _____ Health Office X

Owner's Name: **Silva Family Heritage Trust**

Business Name **Top Mast Motel & Beach Point Swim Club**

Residential Address: **209 Shore Rd**

Map and Parcel: **17-7**

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

Wally Stevens
Tax Collector's Signature

All set

1/24/2022
Date