



## Truro Select Board Hybrid Meeting

Tuesday, September 19, 2023

Executive Session-5:00pm

Regular Session-5:30pm

Truro Town Hall, 24 Town Hall Road

### EXECUTIVE SESSION

<https://us02web.zoom.us/j/89077328494>

1-309-205-3325 Meeting ID: 890 7732 8494

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

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

*(1) In accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 2, to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel (Police Lieutenant), and the Chair so declares; and not to reconvene in open session.*

### REGULAR SESSION

<https://us02web.zoom.us/j/84798019289>

1-305-224-1968 Meeting ID: 847 9801 9289

This will be a hybrid (in-person *and* remote) meeting. Citizens can view the meeting on **Channel 8** in Truro and on the web on the "Truro TV Channel 8" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. **To provide comment during the meeting please call-in at 1-305-224-1968 and enter the following access code when prompted: 847 9801 9289 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser: <https://us02web.zoom.us/j/84798019289>** Please note that there may be a slight delay (15-30 seconds) between the meeting and the live-stream (and television broadcast). If you are watching the meeting and calling in, please lower the volume on your computer or television during public comment so that you may be heard clearly. We ask that you identify yourself when calling in to help us manage multiple callers effectively.

#### 1. PUBLIC COMMENT

#### 2. PUBLIC HEARINGS – NONE

#### 3. INTRODUCTION TO NEW EMPLOYEES – NONE

#### 4. BOARD/COMMITTEE/COMMISSION APPOINTMENTS – NONE

#### 5. STAFF/ COMMITTEE UPDATES

##### A. Firefighter-Paramedic Recruitment Video Presentation

Presenter: Timothy Collins, Fire Chief; Katy Ward, Communications and Marketing Coordinator



6. **TABLED ITEMS – NONE**

7. **SELECT BOARD ACTION**

A. Discussion and Vote to Recommend Special Town Meeting Articles

Presenter: Darrin Tangeman, Town Manager

*\*\*A quorum of the Walsh Property Community Planning Committee and/or the Local Comprehensive Plan Committee may be present for this agenda item.\*\**

B. Presentation of Public Works Facility Virtual Tour

Presenter: Jarrod Cabral, Public Works Director; Katy Ward, Communications and Marketing Coordinator

8. **CONSENT AGENDA**

A. Review/Approve and Authorize Signature:

1. Massachusetts Community Development Block Grant Program Contract

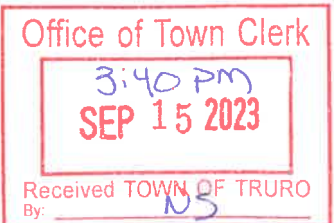
B. Review and Approve Appointment Renewals: NONE

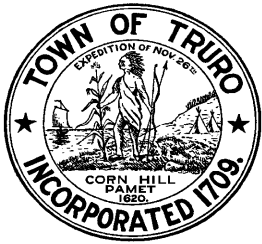
C. Review and Approve Select Board Minutes: NONE

9. Select Board Reports/Comments

10. Town Manager Report

11. Next Meeting Agenda: September 26, 2023





# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Timothy Collins, Fire Chief; Katy Ward, Communications and Marketing Coordinator

**REQUESTED MEETING DATE:** September 19, 2023

**ITEM:** Firefighter-Paramedic Recruitment Video Presentation

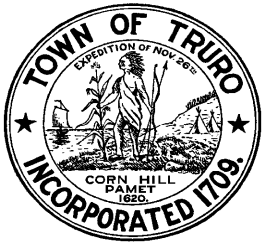
**EXPLANATION:** Fire Chief Timothy Collins and Communications and Marketing Coordinator Katy Ward will present a brief firefighter-paramedic recruitment video prepared by Katy Ward to the Board and to the public. This video is a key component of the recruitment strategy and we encourage the Board and the community to help us share it.

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

**IMPACT IF NOT APPROVED:** None

**SUGGESTED ACTION:** *Presentation only. No action needed.*

**ATTACHMENTS:** None



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** September 19, 2023

**ITEM:** Discussion and Vote to Recommend Special Town Meeting Articles

**EXPLANATION:** The Warrant for the fall Special Town Meeting to be held on Saturday, October 21, 2023, at Truro Central School, opened on July 21, 2023, and closed on August 10, 2023. At tonight's meeting, the Select Board will consider and may wish to vote to recommend the following articles:

- Borrowing Authorization for Truro Central School HVAC and Roof Repairs—Voted 5-0-0 at September 12, 2023 Meeting
- Change in Use of 340 Route 6—Voted 5-0-0 at September 12, 2023 Meeting
- Borrowing Authorization for the Engineering and Construction of Public Works Facility— Voted 4-1-0 at September 12, 2023 Meeting
- Borrowing Authorization for the Engineering of Public Works Facility—Voted 5-0-0 at September 12, 2023 Meeting
- **Petitioned Article: Article to Continue Community Involvement in the Walsh Design and Development Process**
- **Petitioned Article: DPW Campus Design and Development Project for Town Hall Hill**
- **Petitioned Article: Senior Pass Program**
- Amend Zoning Bylaw § 40.1—Duplex Houses— Voted 5-0-0 at September 12, 2023 Meeting
- Amend Zoning Bylaw § 30.8(B)—Special Permits— Voted 5-0-0 at September 12, 2023 Meeting
- **Amend General Bylaws to Add Section on Curb Cuts**
- **Amend General Bylaws to Add Stormwater Management**

- **Senior Pass Program (Select Board Version)**
- **Establish Ad Hoc Walsh Property Advisory Committee**
- **Adoption of Walsh Property Community Planning Committee Recommendations**
- **Adoption of Local Comprehensive Plan**

Bond Counsel reviewed all three borrowing authorization articles listed and Town Counsel Katharine Klein of KP Law provided the Change in Use article language. Town Counsel John Giorgio will be asked to perform a final review of the borrowing authorization articles and the Change in Use article pending any Select Board changes to the explanations. The three petitioned articles have been certified by Interim Town Clerk Trudi Brazil. Any feedback received from Town Counsel on articles will be relayed to the Board during the meeting. The Zoning Articles were referred back to the Planning Board for public hearing at the August 22, 2023 Select Board meeting. Town Counsel provided some proposed revisions, which were provided to the Planning Board. The public hearing is scheduled for September 27, 2023 (which will fall after the Select Board's last scheduled meeting before the Warrant goes to the printer).

At tonight's meeting, there will be special presentations from the Lead Petitioners of the DPW Campus Design and Development Project for Town Hall Hill Petitioned Article, the Walsh Property Community Planning Committee, and the Local Comprehensive Plan Committee. Additionally, all petitioners have been invited to the meeting to answer questions regarding the petitioned articles. *Please note that a quorum of the Walsh Property Community Planning Committee and/or the Local Comprehensive Plan Committee may be present for this agenda item.*

At tonight's meeting the Board may wish to vote to vote on any of the articles prepared for this evening's meeting or may defer its votes to recommend these articles to a subsequent meeting if desired, but staff notes that there is only one scheduled meeting after tonight's meeting before the Warrant goes to the printer.

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.

If the Select Board has any other articles they wish to include, it is important to notify the staff as soon as possible. Additionally, staff requests feedback on explanations associated with the articles and will invite the Board to provide feedback on the final order at a subsequent meeting.

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

**IMPACT IF NOT APPROVED:** If the Board needs more time to consider an article, the article can be postponed for consideration at the September 26<sup>th</sup> Select Board meeting.

**SUGGESTED ACTION:** *Motion to recommend {insert article title here} as printed.*

**ATTACHMENTS:**

1. Articles for Consideration on 9/19/23
2. Ad Hoc Walsh Property Advisory Committee Article
3. Walsh Property Community Planning Committee Recommendations
4. Local Comprehensive Plan- **To be posted prior to the meeting. Drafts available on the Local Comprehensive Plan Committee page of the Town of Truro website.**

**TRURO CENTRAL SCHOOL DEBT EXCLUSION ARTICLE**

**TWO-THIRDS VOTE**

**Article X: Borrowing Authorization for Truro Central School HVAC and Roof Repairs**

To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow the sum of One Million Four Hundred Thousand Dollars (\$1,400,000) more or less, associated with engineering services, construction, and repairs related to the HVAC system and roof repairs at Truro Central School, including, but not limited to, the flat rubber roof with associated components, all HVAC ventilation components and heating system and controls, and for the payment of all other costs incidental and related thereto; provided that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts needed to repay any bonds or notes issued pursuant to this vote from the limitations imposed by G.L c.59, §21C (proposition 2 ½) or take any other action relative thereto.

Requested by the Public Works Director

*Explanation: As indicated in the Capital Improvement Budget in the 2023 Annual Town Meeting, a \$100,000 grant funded engineering services related to evaluating the existing HVAC system as well as evaluating the roof. The engineering evaluation for both the HVAC system and the roof has been completed and this article would fund the costs associated with construction for both the roof and the HVAC system. This article requests voter approval to place a temporary increase in the tax levy for the period required to pay the principal and interest on the authorized borrowing for the Truro Central School HVAC and Roof Repairs project. The exclusion only applies for the life of the borrowing - when the borrowing is paid off, the temporary exclusion terminates. If approved at Town Meeting and at the ballot, the exclusion is added to the tax levy only during the year in which the project is being funded and may increase the tax levy above the levy ceiling.*

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

**DEPARTMENT OF PUBLIC WORKS FACILITY ARTICLE**

**TWO-THIRDS VOTE**

**Article X: Change in Use of 340 Route 6**

To see if the Town will vote to transfer the care, custody and control of a parcel of land, with all improvements thereon, located at 340 Route 6, Truro, containing 2.693 acres, more or less, being Parcel ID No. 039-323, and being a portion of the premises described in an Order of Taking recorded with the Barnstable County Registry of Deeds in Book 7197, Page 177 from the Select Board or other board or officer having custody thereof for a police station or a fire station or other purposes for which such parcel is currently held, to the Select Board for a public works facility and general municipal purposes; or take any other action relative thereto.

Requested by the Select Board

*Explanation: In 2018 the Town contracted with Weston & Sampson to complete a feasibility study to determine a new location, and new facility for the DPW. The scope of services included but were not limited to the following: provide a program for the DPW, provide an evaluation of the current facility and related building systems, as well as potential sites, provide a conceptual plan based on site location, and provide an estimate for construction costs. The initial study was completed in 2019 and presented deliverables to the Select Board in February of 2020. Since then, there have been numerous public meeting updates with the Select Board comparing four potential sites. On June 27th the Select Board voted in favor of relocating the DPW Facility to the town-owned parcel at 340 Route 6.*

Select Board Recommendation	5	0	0
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**TWO-THIRDS VOTE**

**Article X: Borrowing Authorization for the Engineering and Construction of Public Works Facility**

To see if the Town will vote to raise and appropriate, borrow and/or transfer from available funds the sum of Thirty-Five Million Dollars (\$35,000,000), or any other sum, to pay costs of engineering and constructing a new Department of Public Works Facility, including the payment of all costs incidental and related thereto; provided however that such vote shall not take effect until the Town votes to exempt from the limitations on total property taxes imposed by G.L c. 59, §21C (Proposition 2 ½) the amounts required to pay the principal of and interest on the borrowing approved by this vote and further authorize the Select Board and/or Town Manager to apply for and accept any Federal, State, County or other funds that may be available for this purpose and to enter into any agreements for acceptance of any such grants or funds which shall be used to offset the total appropriation authorized herein, or to take any other action relative thereto.

Requested by the Select Board

*Explanation: This article requests the authorization to borrow the full amount required for the **engineering and construction** of a new Department of Public Works Facility. If approved at Town Meeting and at the ballot, engineering and construction can proceed without the need for future Town Meeting action, thus increasing the likelihood that the project proceeds at an expedited pace. A subsequent article will request only the engineering costs associated with the project and will be considered only if this article fails.*

Finance Committee Recommendation			
Select Board Recommendation	4	1	0

**TWO-THIRDS VOTE**

**Article X: Borrowing Authorization for the Engineering of Public Works Facility**

To see if the Town will vote to raise and appropriate, borrow and/or transfer from available funds the sum of Three Million Five Hundred Thousand Dollars (\$3,500,000.00), or any other sum, to pay engineering costs of a new Department of Public Works Facility, including the payment of all costs incidental and related thereto; provided however that such vote shall not take effect until the Town votes to exempt from the limitations on total property taxes imposed by G.L c. 59, §21C (Proposition 2 ½)

the amounts required to pay the principal of and interest on the borrowing approved by this vote and further authorize the Select Board and/or Town Manager to apply for and accept any Federal, State, County or other funds that may be available for this purpose and to enter into any agreements for acceptance of any such grants or funds which shall be used to offset the total appropriation authorized herein, or to take any other action relative thereto.

Requested by the Select Board

*Explanation: This article requests the authorization to borrow the amount required for **only the engineering** of a new Department of Public Works Facility, which is approximately 10% of the total project cost for the engineering and construction of the Facility. If approved at Town Meeting and at the ballot, engineering can proceed and the funding for the actual construction would be presented to voters at a subsequent town meeting and election ballot. A previous article requested the costs associated with the full project (engineering and construction). If that article, passes, this article will be indefinitely postponed. If that article fails, this article will be considered.*

Finance Committee Recommendation			
Select Board Recommendation	5	0	0

## GENERAL BYLAW ARTICLES

**Article X: Amend General Bylaws to Add New Chapter IX Stormwater Management by Drainage, Erosion and Sediment Control**

To see if the Town will vote to amend the General Bylaws of the Town of Truro by adding new Chapter IX Stormwater Management by Drainage, Erosion and Sediment Control and enumerating the subsequent Chapters of the Bylaw accordingly by adding new language as follows (new language shown **bold underline**):

**CHAPTER IX STORMWATER MANAGEMENT by DRAINAGE, EROSION AND SEDIMENT CONTROL****§ 1. Purpose**

**The purpose of this bylaw is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements to control the adverse effects of stormwater runoff and erosion. Through proper management of stormwater, sediment and erosion controls this bylaw safeguards the public health, safety, environment and general welfare of the public. This bylaw serves to protect surface water and groundwater resources, promote groundwater recharge and prevent flooding.**

**§ 2. Applicability**

**The requirements of this bylaw shall apply to existing development, new development, and redevelopment projects to minimize adverse impacts of erosion and stormwater runoff, off-site and downstream, which would be borne by abutters, townspeople, the general public and wetland resource areas. The Select Board may delegate from time-to-time certain duties described in this bylaw to designees who will act on its behalf for the purposes of enforcement.**

**§ 3. Definitions**

**New Development: development resulting from the conversion of previously undeveloped land or agricultural land uses.**

**Nutrient Pollution Sensitive: Nutrient pollution is the process where too many nutrients, mainly nitrogen and phosphorus, are added to bodies of water and can act like fertilizer, causing excessive growth of algae. This process is also known as eutrophication. Excessive amounts of nutrients can lead to more serious problems such as low levels of oxygen dissolved in the water. Severe algal growth blocks light that is needed for plants, such as seagrasses, to grow. When the algae and seagrass die, they decay. In the process of decay, the oxygen in the water is used up and this leads to low**

levels of dissolved oxygen in the water. This, in turn can kill fish, crabs, oysters, and other aquatic animals.

Recharge: hydrologic process where water moves downward through the soil from surface water to groundwater.

Redevelopment: the action or process of developing something again, or differently.

Runoff: the draining away of water (or substances carried in it) from the surface of an area of land, a building or structure such as a driveway.

Storm, 50-year: refers to a storm that has a 2% chance of occurring on any given year and will produce 6.60 inches of rain in a certain area within a 24-hour period.

Stormwater: surface water that collects in abnormal quantity resulting from heavy falls of rain or snow.

#### § 4. Drainage requirements

a. Runoff. All runoff from impervious surfaces of a lot shall be recharged on that lot. Runoff shall be diverted towards areas covered with vegetation for surface infiltration.

b. Stormwater. All stormwater drainage shall be contained on the development site and away from wetland resources. All stormwater shall be treated on site unless there is a public benefit to connecting to another drainage system or allowing stormwater to flow off site. Commercial development shall be required to handle calculated flows from a 50-year storm.

c. Drains. In no instance shall roof drains, subsurface drains, or overflow drains of any kind be directed to the public road layout.

#### § 5. Erosion and sediment control requirements

a. Erosion. Erosion control provisions shall be designed and executed to prevent erosion or excessive uncontrolled surface water runoff from draining onto any public way, both during and after construction. No grading or clearing of land shall begin until all required erosion control measures are in place and fully constructed. Permanent erosion control measures including but not limited to re-vegetation, retention basins and siltation barriers may be required to ensure stormwater will not discharge onto the public way.

b. Sediment control. The Town may require measures to reduce tracking of sediment from construction vehicles onto the public way. The contractor is required to clean up any sediment inadvertently discharged, through tracking or other means, into the public way or drainage systems. In no case shall sediment be allowed to discharge onto a public way or into public drainage infrastructure.

**§ 6. Nutrient Pollution Sensitive Areas**

**For nutrient pollution sensitive areas, please refer to the Best Management Practices within the Massachusetts Stormwater Handbook, Wetlands regulations, 310 CMR 10.00, and the Water Quality Regulations, 314 CMR 9.00, relating to stormwater.**

**§ 7. Fines and penalties**

**Any person violating this chapter shall be punished by a fine of not more than two hundred dollars (\$200.) for each offense and may have their permit revoked. Each day that such offense continues shall constitute a separate offense.**

or to take any other action relative thereto.

Requested by the Health & Conservation Agent and Town Planner

*Explanation: The proposed Stormwater Management by Drainage, Erosion and Sediment Control bylaw will promote the stewardship of our groundwater resources, by introducing the citizenry of Truro to the importance of controlling stormwater on their own property. The bylaw requires property owners to meet the performance standards for stormwater by keeping rainfall from washing from their roofs and driveways onto private or public ways.*

Board of Health Recommendation			
Select Board Recommendation			

**Article X: Amend General Bylaws Chapter IV Public Safety to Add New Section 8 Curb Cuts**

To see if the Town will vote to amend the General Bylaws of the Town of Truro Chapter IV Public Safety, by adding a new Section 8, Curb Cuts by adding new language as follows (new language shown **bold underline**):

**SECTION 8: CURB CUTS**

**SECTION 1: Purpose**

**4-8-1 The purpose of this Bylaw is to protect public safety, including but not limited to safe passage for emergency vehicles and personnel, and to protect Town roads and infrastructure, as they are impacted by the location and use of Curb Cuts on Town- and State-owned roads.**

**SECTION 2: Curb Cut Requirement**

**4-8-2-1 Applicability**

**All new Curb Cuts off of a Town or State-owned roads, and all alterations of existing curb cuts off such roads, shall require a Curb Cut Permit. This includes Curb Cuts associated with new construction; Curb Cuts absent new construction; and new Curb Cuts on lots with existing Curb Cuts (relocation).**

**All modifications to existing Curb Cuts require the submittal of a complete Curb Cut Application, as described below in s. 4-8-5.**

**4-8-2-2 Prerequisite to issuance of building permit and certificate of occupancy**

**Where a Curb Cut is proposed on a Town or State road, a Curb Cut Permit must be obtained prior to application for a building permit for construction on the subject lot. No certificate of occupancy shall issue unless all conditions of the Curb Cut Permit have been met as certified by the Director of Public Works to the Building Commissioner.**

**SECTION 3: Definition**

**4-8-3 For purposes of this Bylaw, a Curb Cut is any portion of the frontage of a lot, on a public way, used for vehicular access to and egress from such lot.**

**SECTION 4: Approving Authorities**

**4-8-4 Permits for Curb Cuts on Town roads are issued by the Select Board following Town Department review. Permits for Curb Cuts on State-owned roads are referred to the Massachusetts Department of Transportation for review and approval.**

**SECTION 5: Procedures**

**4-8-5-1 Curb Cut Application. Prior to performing commencing any work on a Curb Cut onto a Town- or State-owned road, the property owner or representative shall submit a completed Curb Cut Application to the Building Department. Such Application shall be available at the Building Department, and may be amended from time to time.**

**4-8-5-2 Required Information. The following materials shall be submitted with a completed Curb Cut Application:**

- **Complete plans of subject property (engineered; stamped; scale no less than 1" = 40'), showing property lines; topography; existing and proposed driveway(s); and grade of driveway to be served by Curb Cut.**
- **List of materials**
- **Explanation/illustration of means and methods for construction, stormwater management and erosion control**

**4-8-5-3 Town Department Review. The completed Curb Cut Application with supporting materials shall be reviewed for compliance with the Curb Cut Standards by the Director of Public Works and other Town Departments as deemed necessary, including but not limited to the Police and Fire Departments. The Director of Public Works shall submit to the Select Board with a recommendation of approval; approval with conditions; or disapproval.**

**4-8-5-4 Select Board Review. The Select Board shall, following review of the Curb Cut Application and Town Department comment, approve or disapprove the Curb Cut, imposing on an approval any conditions deemed necessary for public safety and/or the protection of Town property.**

**4-8-5-5 Construction of Curb Cut. All approved Curb Cuts must be completed within one year of approval. Upon written request, an extension may be granted by the Director of Public Works.**

**4-8-5-6 Inspection and Certification. The Director of Public Works shall inspect the completed Curb Cut and certify its compliance with applicable standards and any conditions of approval.**

**4-8-5-7 Violation or Noncompliance with Curb Cut Standards. The Director of Public Works may inspect a Curb Cut under construction, and may direct the issuance of a stop work (cease and desist) order for noncompliance with the Curb Cut Standards and/or violation of the approval granted, including any conditions of approval.**

**4-8-5-8 Modifications to Existing Curb Cuts. All modifications to existing Curb Cuts require the submittal of a complete Curb Cut Application. The Director of Public Works**

is authorized to approve alterations to existing Curb Cuts (i.e., without approval of Select Board) following a modified review process.

**SECTION 6: Curb Cut Standards**

**4-8-6-1 General**

- A. One (1) Curb Cut is permitted on each lot. The Select Board may grant a variance from this limit upon demonstration of site-specific need.
- B. Curb Cuts and driveways shall be located to maximize safety for entrance to and exit from the property, considering factors of grade, road alignment, profile, and sight distance conditions.

**4-8-6-2 Grade; Radius; Sight Distances**

- A. Driveways served by Curb Cuts shall have a maximum grade of 15%.
- B. The radius of a private driveway may not extend beyond the private owner's property line without the written consent of the abutting property owner.
- C. All Curb Cuts shall be constructed such that the sight distance in each direction is not less than three hundred (300) feet; however, when intersecting Route 6, the sight distance in each direction shall be no less than four hundred seventy-five (475) feet.

**4-8-6-3 Public Safety Clearing (Vegetation). Consistent with General Bylaw 1-9-13, for driveways in excess of fifty (50) feet in length, the following standards shall be met:**

- A. The traveled way of any driveway shall be no less than eight (8) feet wide
- B. The combined traveled way and clearance of any obstacles including vegetation shall be no less than (14) feet. (8' wide driveway 3' clearing on either side of driveway).
- C. Height clearance shall be no less than fourteen (14) feet from the road surface.

**4-8-6-4 Erosion Control; Damage. All Curb Cuts and related driveways shall be located and constructed so as to preclude, during and after construction:**

- Erosion of sand, soils, and other materials onto any Town or State Road
- Stormwater runoff onto any Town or State road
- Damage to any Town or State road.
- Any other potential hazard to public safety or Town property as may be identified by the Director of the Department of Public Works, Building Commissioner, Chief of Police, and/or Fire Chief.



Temporary vegetation and/or mulching shall be used to protect exposed areas during construction. Permanent (final) vegetation and any mechanical measures required to stabilize the land surface and control erosion shall be installed as soon as practicable after construction ends.

**SECTION 7: Costs to be borne by property owner**

**4-8-7-1 All costs relating to construction of a Curb Cut shall be borne by the property owner(s) and any successors in interest.**

**4-8-7-1 The cost of any repairs to Town property caused during or after construction of the Curb Cut, and/or caused by failure to comply with this Bylaw or any condition(s) of Curb Cut approval, shall be borne by the property owner(s) and/or any successors in interest.**

**SECTION 8: Enforcement; Penalties**

**4-8-8-1 Denial of Building Permit/Certificate of Occupancy. Violation of this Bylaw, and/or failure to comply with the conditions of a Curb Cut approval shall result in a denial by the Building Department of any application for a building permit and/or for issuance of a certificate of occupancy for any construction on the property.**

**4-8-8-2 Request to MassDOT for Disapproval of Requested Permit. Violation of this Bylaw shall result, where applicable, in a request by the Town to the Massachusetts Department of Transportation for the Department's disapproval of an owner/applicant's request for a permit to enter a State road.**

**4-8-8-3 Penalties. Violation of this Bylaw, and/or failure to comply with the conditions of a Curt Cut approval shall be punishable by a fine as established in Appendix A. Each day a violation exists shall be deemed a separate offense, unless substantial progress or unforeseen delays are demonstrated by the owner/applicant. Pursuant to General Bylaw Chapter 1, s. 1.1.4, such fines may be enforced either through a criminal complaint or non-criminal disposition in accordance with G.L. c. 40, s. 21D.**

and further to amend the General Bylaws by inserting, in Appendix A, the following terms in a new row corresponding to the above Section 8, Curb Cut Bylaw:

<u>Chapter &amp; Section</u>	<u>Subject</u>	<u>Fine \$</u>	<u>Enforcing Authority</u>
<u>4-8-8</u>	<u>Curb Cut</u>	<u>\$300</u>	<u>Building Commissioner</u>

or take any other action relative thereto.

Requested by the Select Board

*Explanation: Presently, Select Board Policy 28 Curb Cut Policy provides the purpose, applicability, process, standards, and enforcement for curb cuts in Truro. The Select Board has discussed at various meetings over the years the need for better enforcement mechanisms related to Curb Cut violations, which can best be achieved by the adoption of a Section of General Bylaw and accompanying fine schedule in Appendix A of the General Bylaws.*

Select Board Recommendation			
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**SENIOR PASS NON-BINDING RESOLUTION**

**Article X: Advisory Vote on Implementation of a Senior Pass Pilot Program**

To see if the Town will vote to recommend to the Select Board to establish a Senior Pass Pilot Program that results in elimination or reduction of fees for transfer station access and beach permits for Truro property owners and other resident seniors as defined by the Select Board on a one-year pilot program basis that would be effective in Fiscal Year 2025. The terms, requirements and costs of this Program shall be determined by the Select Board and shall require Board of Health approval as appropriate and may be contingent on an appropriation vote at the 2024 Annual Town Meeting. The administration of the program shall be overseen by the Select Board or its designee; or take any other action relative thereto.

Requested by the Select Board

*Explanation: A petitioned article asking the Town to approve a Senior Pass that “shall eliminate fees for transfer station and beach permits for Truro property owners and other resident seniors aged sixty (60) years and over” and would include a one-time fee of \$50 per recipient that would grant passes in perpetuity was submitted for town meeting consideration at the 2023 Special Town Meeting. As town meeting is not an authorized fee-setting body in accordance with Massachusetts General Law, the Select Board prepared an alternative article that would allow town meeting to provide an advisory vote on a similar program in the form of a non-binding resolution. The proposed article provides for guidance on a pilot program, similar to the pilot program established in 2021. A pilot program would allow the Select Board, the Board of Health, the Finance Committee, and staff an opportunity to study: the costs associated with such a program; implementation challenges; potential needs for Board of Health Regulation changes or Rules and Regulations for Beach Sticker Eligibility for Taxpayers, Residents, and Visitors; funding sources to mitigate the reduction in receipts; most appropriate residency and age requirements for the program; and other key considerations of establishing a long-term program. If town meeting votes favorably on this article, these various factors will be considered over the course of the FY2025 budget preparation process so that a pilot program may be implemented for implementation in FY2025 (July 1, 2024- June 30, 2025). These factors will be further studied during*

*the implementation of the pilot program and may result in a future town meeting article requesting the necessary appropriation to make this program a permanent program.*

Finance Committee Recommendation			
Beach Advisory Committee Recommendation			
Board of Health Recommendation			
Select Board Recommendation			

## WALSH PLANS

### Article X: Establish an Ad Hoc Walsh Property Advisory Committee

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

#### Ad Hoc Walsh Property Advisory Committee

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

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

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

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

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

or take any other action relative thereto.

Requested by the Select Board

*Explanation:*

Select Board Recommendation			
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**Article X: Adoption of Walsh Property Community Planning Committee Recommendations**

To see if the Town will vote to adopt the recommendations of the Walsh Property Community Planning Committee (WPCPC) for uses of the Walsh Property, as contained in the WPCPC Report and Recommendations dated September X, 2023, and as reproduced here below:

**Recommendations of the Walsh Property Community Planning Committee**

In order to *maximize the impact of development in addressing community needs for affordable housing and other compatible uses*, the WPCPC recommends:

- R1. Of the 69-acre property, devoting 28.5 acres or 41.3% to year-round housing.
- R2. Within the 28.5-acre developed area, providing year-round deed restricted rental and homeownership housing that is attainable to a broad cross section of the Truro community.
- R3. Developing no more than 160 residential units.
- R4. Developing residential units in phases, and that Phase 1 be 50-80 units.
- R.5 Recognizing that the formulation of phases of development will be proposed by prospective developers, and will be influenced by a number of considerations, including the availability of financing, an assessment of market need for proposed development, and the readiness of infrastructure.
- R.6 Providing a mix of year-round housing unit types on the property to accommodate both seniors and individuals (universally designed studios and one bedrooms) and families (from 2- to 4-bedroom units) and that units be thoughtfully designed to address issues such as aging in place, growing a family,

and sound buffering. Housing will include adequate parking and include shared green spaces for congregation and connection.

R.7 Giving Outer Cape residents and workers preference for housing to the maximum extent allowed.

In order to *provide for compatible uses within the 28.5-acre developed area*, the WPCPC recommends:

R8. Providing non-residential space that could include daycare, meeting space, community kitchen, or similar community-oriented use. This could include ancillary outdoor space for public use/recreation such as a park or playground.

R9. Allotting 7 acres to Truro Central School to allow the school to be eligible for State building funds to expand or renovate if needed in the future.

R10. Providing approximately 4 acres for public recreational purposes that may include multi-use athletic fields and/or community outdoor event space. Actual use will be determined by the Town.

In order to *provide a model for climate-friendly sustainable development in terms of resource impacts and energy use/production*, the WPWPC recommends:

R11. Supporting Net Zero principles to maximize energy efficiency and reduce climate impacts.

R12. For all development on the property, employing Low Impact Development (LID) principles such as using natural systems to manage stormwater and decrease the impact of development, using trees and other vegetation to filter and infiltrate water and provide shade and cooling; and reducing impervious surfaces. (adapted from <https://www.massaudubon.org/our-work/climate-change/local-climate-resilient-communities/land-use-rules>)

In order to *create recreational opportunities and community spaces that are accessible to all in the community*, the WPCPC recommends.

R13. Of the 69-acre property, retaining up to 60% of the property as open space. Regulatory requirements for protected open space will be met.

R14. Providing walking trails that are accessible to the public, including ADA-compliant trails.

In order to *protect water supplies for future generations*, the WPCPC recommends:

R15. Servicing the property by a public water supply.

R16. For all development on the property, utilizing an advanced wastewater treatment system to limit nitrogen loading. The system could be designed to include capacity to serve adjacent public buildings and homes.

R17. Using land efficiently and integrating development with existing topography.

In order to *promote public safety*, the WPCPC recommends:

R.18. Continuing to study and address the traffic and egress concerns of the parcel development and encourage creative solutions using all the Town’s adjacent parcels, including Truro Central School, to design a comprehensive traffic solution for the area.

or take any other action relative thereto.

Requested by the Walsh Property Community Planning Committee

*Explanation:*

Walsh Property Community Planning Committee Recommendation			
Select Board Recommendation			

**LOCAL COMPREHENSIVE PLAN**

**Article X: Adoption of Local Comprehensive Plan**

To see if the Town will vote to adopt an updated Local Comprehensive Plan for Truro which has been developed by the Local Comprehensive Plan Committee, a copy of which plan is on file at the Town Clerk’s office and posted on the Town’s website, and which plan if adopted by the Town Meeting would constitute Truro’s Local Comprehensive Plan as defined in Section 9 of the Cape Cod Commission Act (Chapter 716 of the Acts of 1989); or take any other action relative thereto.

Requested by the Local Comprehensive Plan Committee

*Explanation:*

Local Comprehensive Plan Committee Recommendation			
Select Board Recommendation			

**PETITIONED ARTICLES****Article X: Article to Continue Community Involvement in the Walsh Design and Development Process- Petitioned Article**

To see if the Town will vote to:

This article establishes a committee, which includes community members, to participate in the next stages of the Walsh Property Design and Development process.

Following passage of the Walsh Master Plan as presented in Article ??, the Town shall establish a Walsh Property Design and Development Committee (WPDDC). The committee will provide consultation and advice to the Town Manager and Select Board and ensure that community input continues to be a valued part of the process. Specific areas of focus include but are not limited to:

- Provide input into the development of the RFP(s) for the property.
- Ensure conformance with the Master Plan approved at the Fall 2023 Special Town Meeting.
- Provide input to and comment on the Design and Development Plan(s).
- Ensure the focus at each step is first on the specific needs of Truro, while also considering the needs of the outer cape.
- Make sure that outreach to potential residents includes targeted outreach to those who currently live, work or have children in school in Truro and the other outer cape towns.
- Ensure that all information is shared with the community in a timely manner and decision made include community feedback.

The committee shall report quarterly to the Select Board and the community.

This shall be a newly formed committee; the Walsh Property Design and Development Committee consisting of no more than seven (7) members, and shall be appointed as follows:

- 1 member appointed by the Town Manager
- 1 member of the Select Board, chosen by the Select Board
- 1 member of the Truro Housing Authority, chosen by the Housing Authority
- 4 members of the Truro Community appointed by the Select Board

The membership of the WPDDC shall include 1 or 2 members of the current Walsh Property Community Planning Committee.



The Town will provide appropriate staff support;  
or take any other action relative thereto.

Requested by Citizen Petition

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

Finance Committee Recommendation			
Select Board Recommendation			

**Article X: DPW Campus Design and Development Project for Town Hall Hill- Petitioned Article**

To see if the Town will vote to create a five-person ad hoc DPW Task Force to work with the DPW Director to plan for an updated Department of Public Works facility. The Task Force should include two (2) representatives of the standing Building Committee and three (3) members from the Energy Committee. The Task Force will work in consultation with other pertinent Town Committees as it deems appropriate and with the volunteer DPW Study Group to review, finalize and adopt a “DPW Campus” Site Plan for the current site on Town Hall Hill pursuant to and consistent with the design concept developed by the DPW Study Group. The Task Force will begin work on or before November 15, 2023, including thereafter to conduct public forums and at least one formal hearing to obtain public input. By February 1, 2024, it will deliver to the select Board a design report that includes related costs and logistics. A final plan for the DPW Campus at Town Hall Hill will be brought by the DPW Task Force by warrant article to the 2024 Annual Town Meeting for voter consideration.

The administration of this Program shall be overseen by the Select Board or their designee;

or take any other action relative thereto.

Requested by Citizen Petition

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

Finance Committee Recommendation			
Select Board Recommendation			

**Article X: Senior Pass Program- Petitioned Article**

To see if the Town will vote to establish a Senior Pass Program. The Program shall eliminate fees for transfer station and beach permits for Truro property owners and other resident seniors aged sixty (60) years and over. The program will become effective starting on July 1, 2024. Recipients will receive a lifetime Senior Pass upon providing proof of age, such as a driver’s license, passport, birth certificate or other public record. There will be a one-time charge of \$50 per recipient. Thereafter, no additional fees will be required for use of the Transfer Station or parking and access at Truro beaches. The lifetime Senior Pass will automatically renew annually and is non-transferrable.

The administration of this Program shall be overseen by the Select Board or their designee;

or take any other action relative thereto.

Requested by Citizen Petition

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

Finance Committee Recommendation			
Select Board Recommendation			



*To see if the Town will vote to amend Section 30.8(B) of the Zoning Bylaw as follows:*

**30.8(B)**

A special permit shall lapse after two years if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

*Summary: Many projects receiving special permits from the Zoning Board of Appeals are unable to commence construction within one year, due to labor and/or material shortages, additional permitting required, or other valid reason. Currently, a permittee must seek a permit extension if unable to commence within one year. Extending the period for commencing construction from one to two years would align the term of special permits with the term of other approvals under the Zoning Bylaw (for example, Site Plan approvals). In addition, this amendment streamlines the permitting process to the benefit of applicants and the Town's Planning and Building Departments.*

§ 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, ~~duplexes may be created By Right the Board of Appeals may approve a special permit authorizing the through~~ the new construction of duplex houses or the conversion of single-family dwellings to ~~2 units—apartments~~, consistent with the following conditions.
- ~~B. New Construction. lots of one acre or more are required for new construction; the duplex shall not exceed 3,000 sq. ft.; the requirements of paragraph D shall be met.~~
- ~~C. Conversion of single family dwellings in any zoning district except the Seashore District and the Water Resource Protection 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.~~
- B. These structures, either new or conversions, are allowed in all districts except: Beach Point and Seashore Districts.
- C. A minimum lot size of 33,750 sq. ft. is required for both new construction and conversion of existing structures.
- D. The Total Gross Floor Area (definition in §10.1) of the new or expanded duplex structure(s) shall not exceed 3,600 sq. ft. for a Residential District Minimum Lot Size of 33,750 sq. ft. (or .775 acre) and prorated to 3,668 sq. ft. for one acre of land:
  - a. Plus 300 sq. ft. for each additional contiguous acre of land, or fraction thereof prorated.
  - b. Plus an ADU of up to 900 sq. ft.
- ~~D. 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 be owner occupied.
  - 3. The applicant shall demonstrate that the new construction or conversion is essential to provide needed housing.
  - 4. The new construction or conversion is compatible with and will not derogate from or be detrimental to the neighborhood.
  - 5. Section 50, Area and Height regulations of this bylaw.
  - 6. The use is in harmony with the general purpose and intent of the bylaw.~~
- E. Requirements. All new construction or conversions shall comply with the following.
  - 1. One unit shall have a 12-month lease.

- a. Rental of said unit for a period of less than twelve (12) months (including, but not limited to, seasonal rental and rental through vacation rental services and websites) is prohibited.
    - b. Proof of year-round rental shall be provided annually to the Building Commissioner or their designee, by the owner in the form of a lease and a signed affidavit from both the owner and renter stating the unit is being rented accordingly and is used as the renter's primary residence. The proof shall be submitted to the Building Commissioner or their designee prior to initial occupancy and by May 1 each following year.
  2. The second unit shall either be owner occupied or have a 12-month lease.
    - a. If the unit is owner occupied, there shall be no rentals for less than 8 months (including, but not limited to, seasonal rental and rental through vacation rental services and websites).
    - b. If there is a 12-month lease: Rental of said unit for a period of less than twelve (12) months (including, but not limited to, seasonal rental and rental through vacation rental services and websites) is prohibited.
  3. Proof of year-round rental shall be provided annually to the Building Commissioner or their designee, by the owner in the form of a lease and a signed affidavit from both the owner and renter stating the unit is being rented accordingly and is used as the renter's primary residence. The proof shall be submitted to the Building Commissioner or their designee prior to initial occupancy and by May 1 each following year.
  4. The building shall conform to Section 50, Area and Height Regulations, of the Truro Zoning Bylaws.
  5. The use is in harmony with the general purpose and intent of the bylaw.
  6. The two units and lot on which they are located shall remain in common ownership, and shall not be severed in ownership, including that the lot, buildings, or units thereon shall not be placed in a condominium form of ownership.
  7. All applicable provisions of the building, health, and safety codes, as determined by the Building Commissioner and Board of Health shall be met.
  8. Units that are rented under this section shall be inspected annually or as frequently as deemed necessary by the Health and Building Departments for compliance with public safety and public health codes. The owner of the property shall be responsible for scheduling such inspection and shall pay any applicable inspection fees.
- F. Violations and Penalties. Violation of any of the provisions of this bylaw may result in fines of up to \$300 for each offense. Each day that such a violation continues shall constitute a separate offense.







# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

Date:  
From: Truro Select Board  
To: Ad Hoc Walsh Property Advisory Committee  
Re: Charge

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In accordance with the Truro Town Charter, Chapter 6-4-4, the October 21, 2023 Special Town Meeting voted to establish the Ad Hoc Walsh Property Advisory Committee (Article XX).

## **AD HOC WALSH PROPERTY ADVISORY COMMITTEE**

### **Ad Hoc Walsh Property Advisory Committee**

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

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

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

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

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

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Kristen Reed, Chair

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Susan Areson, Vice-Chair

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John Dundas, Clerk

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Stephanie Rein

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Robert Weinstein

Select Board  
Town of Truro

Memorandum

To: Truro Select Board  
Fr: Walsh Property Community Planning Committee (WPCPC)  
Eileen Breslin, Co-Chair  
Ken Oxtoby, Co-Chair  
Date: September 15, 2023  
Re: Recommendations for use of the Walsh Property

At its meeting on September 13<sup>th</sup> the WPCPC completed the enclosed recommendations for use of the Walsh property, with the intention of submitting the recommendations to the Select Board for consideration at its September 19<sup>th</sup> meeting. The Committee wanted the Select Board to see the recommendations as the Board weighs its position on the Special Town Meeting warrant article requesting Town Meeting approval of the recommendations contained in the WPCPC's report.

Over more than 30 months and 34 meetings, the WPCPC and consultants gathered information from the community on desired uses of the Property, and information from Town staff and advisors regarding water use, wastewater management, town needs, site access and traffic impacts. This engagement included presentations from the Housing Authority, Economic Development Committee, Recreation Advisory Committee, Department of Public Works Director, and Town water consultant. Community input was also gathered from a community online survey and several in-person outreach events. Based on this work, the WPCPC developed and issued a draft report for public comment on July 31<sup>st</sup>. A public forum to discuss the draft was attended by approximately 150 people was held on August 16<sup>th</sup>. An online community survey was open from August 10<sup>th</sup> through September 5<sup>th</sup>, in which 525 people participated. In addition, WPCPC members have attended the Farmers Market and Transfer Station over the past several weeks to gather community input. The community feedback on the draft from these outreach events was carefully analyzed and considered by the WPCPC, and was relied upon as the basis for modifying the recommendations contained in the draft report. The enclosed recommendations are the result of that effort.

The enclosed recommendations reflect what Town Meeting will be asked to adopt on October 21<sup>st</sup>. The recommendations will be integrated into a final WPCPC report, which will be submitted to the Select Board prior to its meeting on September 26<sup>th</sup>.

Thank you for your consideration of these recommendations and we hope you will agree to support Town Meeting approval of them.

## **Recommendations of the Walsh Property Community Planning Committee**

In order to *maximize the impact of development in addressing community needs for affordable housing and other compatible uses*, the WPCPC recommends:

R1. Of the 69-acre property, devoting 28.5 acres or 41.3% to year-round housing.

R2. Within the 28.5-acre developed area, providing year-round deed restricted rental and homeownership housing that is attainable to a broad cross section of the Truro community.

R3. Developing no more than 160 residential units.

R4. Developing residential units in phases, and that Phase 1 be 50-80 units.

R.5 Recognizing that the formulation of phases of development will be proposed by prospective developers, and will be influenced by a number of considerations, including the availability of financing, an assessment of market need for proposed development, and the readiness of infrastructure.

R.6 Providing a mix of year-round housing unit types on the property to accommodate both seniors and individuals (universally designed studios and one bedrooms) and families (from 2- to 4-bedroom units) and that units be thoughtfully designed to address issues such as aging in place, growing a family, and sound buffering. Housing will include adequate parking and include shared green spaces for congregation and connection.

R.7 Giving Outer Cape residents and workers preference for housing to the maximum extent allowed.

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R9. Allotting 7 acres to Truro Central School to allow the school to be eligible for State building funds to expand or renovate if needed in the future.

R10. Providing approximately 4 acres for public recreational purposes that may include multi-use athletic fields and/or community outdoor event space. Actual use will be determined by the Town.

In order to *provide a model for climate-friendly sustainable development in terms of resource impacts and energy use/production*, the WPWPC recommends:

R11. Supporting Net Zero principles to maximize energy efficiency and reduce climate impacts.

R12. For all development on the property, employing Low Impact Development (LID) principles such as using natural systems to manage stormwater and decrease the impact of development, using trees and other vegetation to filter and infiltrate water and provide shade and cooling; and reducing impervious surfaces. (adapted from <https://www.massaudubon.org/our-work/climate-change/local-climate-resilient-communities/land-use-rules>)

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R14. Providing walking trails that are accessible to the public, including ADA-compliant trails.

In order to *protect water supplies for future generations*, the WPCPC recommends:

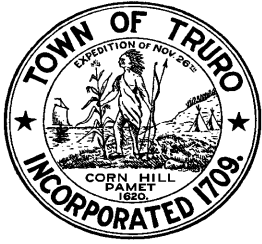
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R16. For all development on the property, utilizing an advanced wastewater treatment system to limit nitrogen loading. The system could be designed to include capacity to serve adjacent public buildings and homes.

R17. Using land efficiently and integrating development with existing topography.

In order to *promote public safety*, the WPCPC recommends:

R.18. Continuing to study and address the traffic and egress concerns of the parcel development and encourage creative solutions using all the Town's adjacent parcels, including Truro Central School, to design a comprehensive traffic solution for the area.



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Public Works Department

**REQUESTOR:** Jarrod Cabral, Public Works Director; Katy Ward, Communications and Marketing Coordinator

**REQUESTED MEETING DATE:** September 19, 2023

**ITEM:** Presentation of Public Works Facility Virtual Tour

**EXPLANATION:** Public Works Director Jarrod Cabral and Communications and Marketing Coordinator Katy Ward will present the Public Works Facility Virtual Tour to the Board and to the public. This video provides a tour of the current facility and a discussion on the operations and program of the Public Works Department. The video is available here:

<https://vimeo.com/manage/videos/857634946>



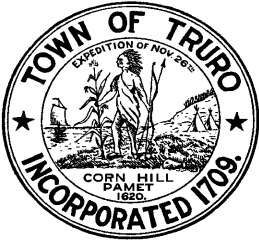
*Photo: A still from the DPW Facility Virtual Tour featuring Jarrod Cabral, Public Works Director, and Emily Beebe, Health & Conservation Agent*

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

**IMPACT IF NOT APPROVED:** None

**SUGGESTED ACTION:** *Presentation only. No action needed.*

**ATTACHMENTS:** None



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** September 19, 2023

**ITEM:** Massachusetts Community Development Block Grant Program Contract

**EXPLANATION:** The Town of Truro has been awarded an FY 2022/2023 Community Development Fund grant in the amount of up to \$1,700,000 from the Massachusetts Community Development Block Grant (CDBG) Program. The award is contingent upon the execution of a CDBG grant contract between the Executive Office of Housing and Livable Communities (EOHLC), formerly Department of Housing and Community Development (DHCD), and the U.S. Department of Housing and Urban Development, as well as on the Town of Truro’s execution of a grant contract with EOHLC and the satisfaction of its special conditions and requirements.

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

**IMPACT IF NOT APPROVED:** The grant contract will not be executed.

**SUGGESTED ACTION:** *Motion to approve the FY 2022/2023 Community Development Block Grant Program contract and authorize the Chair to electronically sign.*

**ATTACHMENTS:**

1. Massachusetts Community Development Block Grant Program Contract

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Truro (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Livable Communities MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 24 Town Hall Road, Truro, MA 02666		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Darrin Tangeman	Phone: 508-349-7004 x 111	Billing Address (if different): Same	
E-Mail: dtangeman@truro-ma.gov	Fax:	Contract Manager: Julissa Tavarez	Phone: 617-573-1407
Contractor Vendor Code: VC6000192010		E-Mail: Julissa.tavarez@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCOC322024590370000	
		RFR/Procurement or Other ID Number: DHCD2023-24	
<p style="text-align: center;"><u>  </u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p style="text-align: center;"><u>  </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20 ____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a>.</p> <p><input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). <u>\$1,700,000</u></p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>  </u> % PPD; Payment issued within 15 days <u>  </u> % PPD; Payment issued within 20 days <u>  </u> % PPD; Payment issued within 30 days <u>  </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <u>  </u> statutory/legal or Ready Payments (<a href="#">M.G.L. c. 29, § 23A</a>); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Housing rehab (27 units); social services (child care assistance)</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.</p> <p><input type="checkbox"/> 2. may be incurred as of <u>  </u>, 20<u>  </u>, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.</p> <p><input checked="" type="checkbox"/> 3. were incurred as of <u>7/01, 2023</u>, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>6/30, 2026</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a>, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)</p> <p>Print Name: <u>Caroline "Chris" Kluchman</u></p> <p>Print Title: <u>Acting Director</u></p>	



**Settlement & Release Statement of Expenses**

**Contractor Legal Name:** Town of Truro

**MMARS Doc ID:** SCOCD322024590370000

**Insert Start Date Here:** 7/1/2023

**Insert latest signature Date Here:** \_\_\_\_\_

**List expenses with amounts and total:** \_\_\_\_\_

**MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

CFDA Number 14.228

Assistance Listing Numbers:

B-22-DC-25-0001 and B-23-DC-25-0001

Federal Award Dates 09/23/22 and 07/05/23

CDF and ME

FEDERAL FISCAL YEARS 2022 and

2023

TOWN OF Truro GRANT # 00980**ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS****I. INTRODUCTION****A. Contract**

This Contract shall consist of the following documents:

- a. The Commonwealth Standard Contract Form
- b. The Commonwealth Standard Terms and Conditions
- c. Attachment A, Additional Terms and Conditions
- d. Attachment B, Approved Budget

**B. Authority.** The Commonwealth of Massachusetts, through its Executive Office of Housing and Livable Communities (EOHLC or the Executive Office), as successor agency to the Department of Housing and Community Development (Department or DHCD), and duly organized and existing pursuant to Massachusetts General Laws Chapter 23B, as amended by Chapter 7 of the Acts of 2023, has elected to receive Community Development Block Grant (CDBG) funds for distribution to units of general local government in the State's non-entitlement areas pursuant to Title I Section 106(a) of the Housing and Community Development Act of 1974, P.L. 93-383 subject to the regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, Subpart I. The grant which is the subject of this Contract is authorized by Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), including amendments contained in the Housing and Community Development Act of 1987, P.L. 100-242 and the Cranston-Gonzalez National Affordable Housing Act, P.L. 100-625.

**C. Scope of Services.** The Contractor agrees to perform the activities described in the Massachusetts CDBG grant application submitted on March 3, 2023, approved by the Executive Office ("Application"), as may be amended from time to time, to the extent authorized by the following paragraphs. Where the Contractor has received full funding for an activity, it must be carried out as described in the Application. Where a Contractor has received partial funding for an activity, that activity must be carried out as described in a revised activity description and management plan that must be submitted to the Executive Office for approval. Key personnel and qualifications shall conform to the functional descriptions in the Contractor's Management Plan included in the Application. Where the activities described in the Application are inconsistent with this Attachment A, Attachment A shall control. Any later change in activities shall be made only with the prior approval of the Executive Office. The approved activities funded herein are not for R&D purposes. The Contractor's approved budget is attached hereto and made a part hereof as Attachment B.

**D. Period of Performance.** Notwithstanding the "Termination Date" stated on page one of this Contract, the Contractor agrees that the activities funded herein shall be completed by June 30, 2025 and a final quarterly activities report filed by July 31, 2025 (see Section IV), unless the Executive Office grants an extension for completion of activities and filing of final reports. In no case may the extension date be later than the Termination Date.

**II. MODIFICATIONS AND DEFINITIONS**

**A. Modifications.** The Contract is hereby modified by adding the following, as approved by the Office of the Comptroller (references are to the Commonwealth "Terms and Conditions" that has been executed by the Contractor and has been or will be filed with the Office of the Comptroller).

1. Section 2. PAYMENTS AND COMPENSATION (Commonwealth Terms and Conditions) "Federally authorized pre-contract costs (see 24 CFR 570.489(b)) shall be included in the

maximum obligation and identified in Attachment B – Approved Budget.”

2. Section 3. CONTRACTOR PAYMENT MECHANISM (Commonwealth Terms and Conditions) “For the purposes of this Contract, the parties shall follow the procedures outlined in the Massachusetts CDBG Program Operations Manual with regard to the processing and payment of invoices.”
3. Section 4. CONTRACT TERMINATION OR SUSPENSION (Commonwealth Terms and Conditions) “For the purposes of this Contract, the first clause of the second sentence shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.”

#### B. **Definitions.**

1. **Project** means the activities described in the Application, any amendments or supplements thereto, and other such submittals required by this Contract, which are to be carried out to meet the objectives of the Massachusetts CDBG Program.
2. **Low- and Moderate-income** means household income which does not exceed 80% of the median income of the metropolitan area in which the household is located, or, if the community is not located in a metropolitan area, 80% of the median for the county or the median for the entire non-metropolitan area of the state, whichever is greater.

The terms “person of low- and moderate-income” and “low- and moderate-income persons” mean families and individuals whose incomes do not exceed 80% of the median income of the area involved as determined by the Secretary of Housing and Urban Development (HUD) with adjustments for smaller and larger families. The term “persons of low-income” means families and individuals whose incomes do not exceed 50% of the median income of the area, as determined by the Secretary of HUD with adjustments for smaller and larger families. The term “persons of moderate-income” means individuals and families whose incomes exceed 50% but do not exceed 80%, of the median income of the area involved as determined by the Secretary of HUD with adjustments for smaller and larger families. For purposes of such terms, the area involved shall be determined in the same manner as such area is determined for the purpose of assistance under Section 8 of the United States Housing Act of 1937.

3. **Affordability** means, in the case of rental housing, units which are affordable to and occupied by low- and moderate-income persons. Requirements for determining and maintaining affordable rent are set forth in Section VI of this ATTACHMENT A and the Massachusetts CDBG Program Operations Manual.

### III. **COMPLIANCE REQUIREMENTS**

All activities authorized by this Contract shall be subject to and performed in accordance with the provisions of this Contract, Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq., hereinafter “the Act”), HUD regulations in 24 CFR Part 570 Subpart I and other federal law and regulations as specified therein, and any regulations, directives or guidelines as may be established by HUD and the Executive Office for the Massachusetts CDBG Program. The Contractor shall cause any subgrantees and contractors to comply with these requirements. EOHLIC reserves the right to issue future administrative guidance, guidelines, list serves or other written memoranda or documents. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Executive Office may issue, amend, or supplement from time to time.

EOHLIC reserves the right to suspend payments under this contract or to terminate this contract upon a finding by EOHLIC, at its sole discretion 1) of any noncompliance, fraud, abuse, poor performance, misrepresentation, or extreme mismanagement, by the Contractor or its subcontractors; or 2) that the Contractor, or any of its subcontractors including any entities hired to perform grant management activities on its behalf, is unable to carry out its obligations under this Contract or its Application. Prohibited or unauthorized expenses may be subject to requests to refund such expenses to HUD. Further, in the event that EOHLIC finds that a project’s budget is inadequate to fully implement any project as approved, EOHLIC reserves the right to review and to

either require a change in project scope to make such project fundable or to otherwise recapture the project's funds. In addition, if excess funds remain unspent from an activity prior to the end of period of performance, either due to budgetary reasons or because of less demand for the activity than projected, the Contractor must return the funds upon EOHLC's demand, unless EOHLC otherwise approves reprogramming of the awarded funds.

The Contractor shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract. Pursuant to 45 CFR §75.113 (or 2 CFR §200.113 of the OMB Super Circular), the Contractor shall disclose to EOHLC, in a timely manner, in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make the required disclosures may result in any of the remedies described in 45 CFR §75.371 (or 2 CFR §200.339 of the OMB Super Circular). Pursuant to 45 CFR §75.303 (or 2 CFR §200.303 of the OMB Super Circular), the Contractor certifies that it has established sufficient internal control policies to carry out its obligations hereunder.

All activities authorized by this Contract shall be conducted in accordance with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and the federal government including, but not limited to, the following:

**A. Program Requirements.**

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq.), and HUD regulations at **24 CFR Part 1**, which prohibit discrimination based on race, color, or national origin under any program or activity receiving federal financial assistance.

2. **Title VIII of the Civil Rights Act of 1968** (42 U.S.C. 3601 et seq.) as amended by the Fair Housing Amendments of 1988 (known as the Fair Housing Act), which prohibits discrimination based on race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, financing, or brokering of housing; and **Federal Executive Order 11063**, as amended by **Executive Order 12259**, and as implemented by regulations at **24 CFR Part 1**, which prohibits such discrimination in the sale or rental of property which has received federal financial assistance.

3. **The Age Discrimination Act of 1975** (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age, and **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794), which prohibits discrimination based on handicap.

4. **The Davis-Bacon Act** (40 U.S.C. 276a - 276a-7), as supplemented by Department of Labor regulations at **29 CFR Part 5**, which provides that laborers and mechanics employed by the Contractor or subgrantees on construction projects (consisting of 8 or more units in the case of residential property) assisted under the Act shall be paid wages determined by the Secretary of Labor, provided that Davis Bacon shall not apply to "volunteers"; and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 et seq.), as supplemented by Department of Labor Regulations at **29 CFR Part 5**, which contains labor standards for work on contracts financed by federal grants; and the Department of Labor "**anti-kickback**" regulations at **29 CFR Part 3**. The Contractor shall include these requirements in agreements with subgrantees.

5. **The National Environmental Policy Act of 1969** (42 U.S.C. 4321 et seq.), and such other provisions of law which further the purposes of the National Environmental Policy Act as are specified in **24 CFR Part 58** (entitled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.")

6. **The Housing and Urban Development Act of 1968, Section 3** (12 U.S.C. 1701u), which requires that training and employment opportunities be made available to lower-income persons living in the community where a project assisted under the Act is located, and that contracting opportunities be made available to businesses located in or owned by persons living in such community. The Contractor shall include this requirement in agreements with subgrantees. Further Section 3 guidance can be found in "Notice CPD-21-09: Section 3 of the Housing and Urban Development Act of 1968, as Amended by the Housing and Community Development Act of 1992, Final Rule Requirements for CDBG, CDBG-CV, CDBG-DR, CDBG-MIT, NSP, Section 108, and RHP

Projects,” published August 24, 2021.

7. **The Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.)** as implemented by regulations at **24 CFR Part 35**, which establishes requirements to protect children from lead-based paint hazards in housing that is receiving federal financial assistance or is being sold by the government. **24 CFR Part 35** became effective on September 15, 2000.

8. **Regulations at 24 CFR Part 44, “Non-Federal Audit Requirements for State and Local Government.”**

9. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.)** and regulations at **49 CFR Part 24**, and **Section 104 (d) of the Act** and regulations at **24 CFR 570.606 and 24 CFR Part 42 cited in 24 CFR 570.488**, which govern the acquisition of real property for activities assisted under the Act and which require the Contractor to adopt policies and plans designed to minimize displacement of residents and businesses, and to provide relocation benefits and assistance.

10. **Department of Labor Regulations at 41 CFR Part 60-1, implementing Executive Order 11246**, which require the Contractor to adopt equal employment practices and cooperate with the Secretary of Labor in assuring compliance by subgrantees. The Contractor shall include this requirement in agreements with subgrantees. In addition, for all subcontracts which are nonexempt as defined in 41 CFR 60-1.5 (generally, subcontracts in excess of \$10,000), the Contractor shall include in the agreement the “equal opportunity clause” set forth in 41 CFR 60-1.4(b) for construction contracts, and in 41 CFR 60-1.4(a) for all other contracts.

11. **The Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.)**, which requires certain federally assisted buildings to be constructed so as to be accessible to physically handicapped persons, and **The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)**, which prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. The Contractor shall include this requirement in agreements with subgrantees. **Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545)** as supplemented by HUD regulations at **24 CFR Part 4** which requires applicants to a state, or to a unit of local government, for assistance from HUD to make a number of disclosures. See specific requirements under “Special Conditions” and Exhibit A below.

12. **The Violence Against Women Act Reauthorization Act of 2022 (Pub. L. 117-103, Division W, 136 Stat. 49)** which reauthorizes and amends the Violence Against Women Act of 1994, as amended (Pub. L. 103-322, tit. IV, sec 40001-40703; 42 U.S.C. 13925 et seq.) and protects individuals who are survivors of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, sexual orientation, or gender identity.

13. **Build America, Buy America Act (BABAA) Requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 117-58**. Absent a waiver, and provided this project is receiving more than \$250,000 in total federal assistance, all iron and steel products used must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

B. **Administrative Requirements.** The Contractor shall comply with the provisions of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” as required by 24 CFR §570.489. These include, but are not limited to, the requirements pertaining to Program Income located at 2 CFR §200.307, the requirements pertaining to Cash Management located at 2 CFR §200.305(b), and the requirements pertaining to Audits located at 2 CFR §§ 200.501 through 200.521.

The Contractor shall use its best efforts to ensure that it will not knowingly use Contract funds to

purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the Contractor shall alert the Executive Office as soon as possible and shall provide information on any measures taken to prevent recurrence.

- C. **Massachusetts CDBG Program Operations Manual.** In implementing all activities authorized by this Contract, the Contractor shall use the provisions of the Massachusetts CDBG Program Operations Manual as a guidance document. In accordance with such manual, the Contractor shall comply with Massachusetts law for all procurements unless otherwise stated.
- D. **Political Activity Prohibited Under the Hatch Act.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. The Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.
- E. Regulations at 41 CFR Part 60-250, entitled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era."
- F. **Conflict of Interest.** The Contractor shall adhere to the requirements of M.G.L. Chapter 268A and the HUD Conflict of Interest regulations at 24 CFR Part 570.489(h).
- G. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §§ 200.322, the Contractor should, to the greatest extent practicable under this award and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this award.
- H. **Special Conditions.**
  - 1. **Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or more.** Pursuant to Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) and 24 CFR Part 4, the Contractor must complete and execute the Disclosure Form attached hereto in Exhibit A. Furthermore, updates must be filed with the Contractor's quarterly reports to reflect any changes. In any sub-recipient contracts, the Contractor shall require compliance with these disclosure provisions and provide the sub-recipient with a copy of the attached Disclosure Form.
  - 2. **Additional Certifications.** In addition to any other certifications submitted by the Contractor to the Executive Office, the Contractor, by execution of this Contract, certifies:
    - (a) That it shall adopt a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of a nonviolent civil rights demonstration within its jurisdiction.
    - (b) That, in accordance with 24 CFR 570.487(b) and 24 CFR §5.166, it is taking action to affirmatively further fair housing.
  - 3. **Religious Organizations:**

If CDBG funds are being provided to primarily religious organizations, it must be in accordance with HUD's guidance on Participation in HUD Programs by Faith-Based Organizations; Providing for Equal Treatment of all HUD Program Participants, Final Rule, as published in the Federal Register (Vol. 68, No. 189) on September 30, 2003 on Pages 56396-56408, effective October 30, 2003.
  - 4. **Certain Relocation Projects:**

CDBG funds may not be used to assist in the relocation of an industrial or commercial plant, facility, or operation from one area to another if the relocation is likely to result in a significant loss of employment in the area from which the relocation occurs.

**5. Changes of Use of Real Property:**

Real property owned or controlled by units of local governments and improved with CDBG funds, may not have its use changed for a period of five years after the closeout of the grant that assisted the property unless the change of use is consistent with 24 CFR 570.489(j). Further, grantees will certify to EOHLCEOHLC on an annual basis that they are maintaining the original use of the building.

**6. Program Income:**

Contractor will track, report and utilize any and all program income generated through CDBG funded activities as described in Chapter 11 of the CDBG Operations Manual.

**7. Photographic Documentation:**

The Contractor shall submit photographs to the Executive Office of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of final quarterly report.

**8. Additional Special Conditions:**

#### **IV. REPORTING REQUIREMENTS**

The Contractor shall monitor the performance of all activities undertaken pursuant to this Contract to assure compliance with this Contract and the implementation schedule is being met, consistent with the schedule submitted with the Application, or any changes thereto approved by the Executive Office.

- A. Quarterly Activity Reports.** In accordance with the requirements set forth in the Massachusetts CDBG Program Operations Manual, the Contractor must submit to the Executive Office electronic program reports at the end of each quarter of the program grant year using the Accounting/INTELLIGRANTS Grants Management System computer software (hereinafter "INTELLIGRANTS") found at the Executive Office's internet website. The required quarterly reports must be submitted in accordance with the schedule established by the Executive Office in the INTELLIGRANTS system for the grant received by the Contractor.

For purposes of filing the Final Quarterly Activity Report, please note that this report and other additional required information constitute the Close-Out Report as indicated in the Massachusetts CDBG Program Operations Manual. The Contractor shall conduct a review of all users accessing INTELLIGRANTS to determine the accuracy of user access designations. If necessary, the Contractor shall take action to change, revoke, or grant user access to reflect the appropriate designation.

- B. Audit.** Pursuant to 2 CFR §200.501, if the Contractor has expended \$750,000.00 or more during their fiscal year in Federal awards, the Contractor shall cause to be prepared an audit of any expenditure from funds received pursuant to this Contract. Said audit shall be performed by an independent entity, and shall be conducted in accordance with the procedures and requirements set forth in 2 CFR Part 200, subpart F which implements the Single Audit Act of 1996 (P.L. 104-156). The Executive Office may at any time cause an audit to be made for the purpose of detecting fraud, waste, or mismanagement by the Contractor or subgrantee in addition to those stated in other paragraphs. The Contractor's proportionate single audit cost under this Contract shall be deemed to be an eligible administrative expenditure of grant funds provided under this Contract if such costs are listed in the approved Budget.
- C. HUD 2516 Report.** In accordance with requirements set forth by HUD, the Contractor shall maintain data in INTELLIGRANTS for all contracts over \$10,000 for Minority-owned Business Enterprises

Contracts (construction and non-construction) and subcontracts for the period ending September 30. EOHLIC will produce these reports and transmit to HUD directly on behalf of CDBG grantees.

- D. **Housing Activities Reporting.** For housing activities only, the Contractor shall submit to EOHLIC, via INTELLIGRANTS or other method required by EOHLIC, data required by EOHLIC regulations at 760 CMR 61.00, promulgated pursuant to Chapter 334 of the Acts of 2006, and all applicable EOHLIC directives, guidelines and forms as may be amended from time to time. The Contractor shall collect said data for the express purpose of reporting to EOHLIC, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.

V. **PRIOR APPROVAL BY THE EXECUTIVE OFFICE FOR CONTRACTUAL MANAGEMENT ASSISTANCE**

A copy of the proposed contract for management assistance must be submitted to the Executive Office for approval prior to its execution for any program or activity contracted, in whole or in part, to an entity other than the unit of local government receiving funds (or any subordinate unit of that government). In addition to all required contractual obligations including federal requirements, such contract must include: a detailed scope of services; a listing of the actual accomplishments of the contract; and a timetable for all payments that will be made.

VI. **OTHER PROGRAM REQUIREMENTS:**

A. **Management**

Contractor will implement funded activities in accordance with the management plan contained in the approved Application unless modified by special condition(s). Contractor must hire, as employees, consultants or by administering agency contract, qualified personnel for each position included in the management plan and maintain the staffing levels, positions and functions specified in the plan throughout the period of performance of this Contract.

Any substantive change in the management plan requires prior written approval by the Executive Office. "Substantive" shall mean a change in the number of grant management staff positions, full-time equivalency(ies), or personnel at the management, professional or technical levels of the organization. Contractor is obligated to notify the Executive Office, in writing, of any such changes within ten (10) days of their occurrence and submit for approval an interim management plan, including a description of the process and expected timeframe for filling a vacancy.

The Executive Office reserves the right to review personnel hiring decisions for CDBG-funded grant management positions such as community development director or administrator, program manager or housing rehabilitation specialist; and to review selection of contractors for contracted grant management services such as consultants or organizations procured through a competitive process.

Failure to provide resumes of final candidates with ranking and selection criteria of professional positions prior to formally offering the candidate, consultant or organization, a position or contract may result in suspension of the grant.

B. **Budget Amendments**

Internal budget amendments that do not affect the total grant award shall be in accordance with the Massachusetts CDBG Program Operations Manual and the INTELLIGRANTS.

C. **Cost Allocation Plans**

A detailed cost allocation plan must be submitted to and approved by the Executive Office prior to its execution whenever the Contractor contracts for the management of any portion of its grant to the following types of organizations: regional planning agencies; local housing authorities; local redevelopment authorities; community development corporations; non-profit housing agencies



and other similar organizations.

**D. Pre-Contract Costs**

If the Contractor has been authorized by the Executive Office grant award letter to undertake certain activities and incur certain costs prior to the execution of this Contract, the Contractor warrants that it has undertaken only those activities and incurred only those costs so authorized and agrees that all work performed prior to entering into this Contract shall be subject to all the terms and conditions of this Contract.

**E. Indirect Cost Rate**

The Contractor may apply an indirect cost rate consistent with that submitted in the approved Application. Any revisions to the rate must receive prior written approval from the Executive Office. Approved revisions are incorporated herein and made a part of this Contract. Described rates must comply with 2 CFR part 200.

**F. Signage in Construction Projects**

The Contractor acknowledges that local awareness of grant programs is essential to the success of the program and that identification of specific projects is important in enhancing local awareness. In order to identify the project which is the subject of this Contract, the Contractor shall erect a temporary sign and, if applicable, permanent signs, which acknowledge the funding source as follows: "The U.S. Department of Housing and Urban Development and the Executive Office of Housing and Livable Communities, Massachusetts CDBG Program."

**G. Publications**

All publications resulting from the program funded by this contract shall acknowledge funding by the U.S. Department of Housing and Urban Development and the Executive Office of Housing and Livable Communities, Massachusetts CDBG Program.

**H. Confidentiality**

The Contractor shall hold all personal data, wherever obtained, including, without limitation from an individual and the Executive Office in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form Instructions and Contractor Certifications, and all applicable Federal and State privacy and confidentiality laws and regulations, including without limitation, M.G.L.c.66A, "Massachusetts Fair Information Practices Act," M.G.L.c.93H, Security Breaches; M.G.L. c. 66 sec. 17A; 801 CMR 3.00: Privacy and Confidentiality; and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth. Pursuant to the requirements of the Standard Contract Form Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction use, modification, disclosure, or loss. In addition, consistent with the requirements of the Standard Contract Form and the state information security policies, the Contractor's employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program information to the employee's personal email account. In addition, the Contractor will promptly notify the Executive Office in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program records and information. In the event of a security breach, the Contractor will cooperate with the Executive Office and its authorized representatives and will provide access to any information necessary to respond to the security breach.

The Contractor understands and agrees that only those employees who must access

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

**I. For Housing Activities:**

1. **Affordable Housing Restriction** - All projects supporting the creation, preservation, and rehabilitation of rental and owner-occupied housing units must be affordable to Low- and Moderate-income persons for at least a fifteen (15) year period. Rehabilitation assistance for owner-occupied properties must be secured by a mortgage or lien on the subject property that restricts rent levels in Low- and Moderate-income units for a minimum term of fifteen (15) years from the date of rehabilitation completion or for as long as the loan is outstanding. Rehabilitation assistance for investor-owned properties must be secured by a mortgage or lien on the subject property and the affordability requirements must be secured by an **affordable housing restriction** provided and approved by EOHLC on the subject property, which runs with the land and restricts rent levels in Low- and Moderate-income units for a minimum of fifteen (15) years from the date of rehabilitation completion. An "owner-occupied property" is defined as a property that contains no more than four (4) units, one of which is occupied by the owner. All other properties are considered "investor-owned properties."

Rentals of units in any assisted property shall further meet the requirements outlined in paragraph I. 2 below.

2. **Rent Limits** – Owners of rental property to be rehabilitated with program assistance provided pursuant to this Contract shall be required to sign an agreement to maintain rents at affordable levels for a minimum of fifteen (15) years after the completion of the rehabilitation (unless, in the case of owner-occupied properties, the loan is paid in full by an owner-occupant prior to this time). Such affordable rent agreement shall apply to units occupied by low- and moderate-income persons as well as units that are vacant at the time of the owner's application to the program. At the time of application, the owner shall certify that no tenant has been or will be displaced or relocated without due cause for the purposes of evading the terms of such agreement. At a minimum, such agreement shall include the following provisions:

- I. The owners shall agree to enter into a lease agreement with tenants which will include (i) the term of the rental agreement; and (ii) the maximum allowable rent to be charged for the subject unit. The Contractor shall also ensure that all tenants in affected units receive the above information in writing.

- II. Rent shall be calculated taking into account the owner's share of the cost of the rehabilitation as well as the operating expenses, but shall not exceed the lesser of the Section 8 Existing Housing Program Fair Market Rents as established by HUD for the area pursuant to 24 CFR 888 or the High HOME Rents established by HUD pursuant to 24 CFR 92.252(a)(2). Thereafter, annual rent adjustments may not exceed the limits allowed by HUD in the annually published schedules of High HOME or Section 8 Existing Housing Program Fair Market Rents. In addition, the Contractor shall ensure that required displacement and relocation assistance is afforded to all eligible persons as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601-4655) and the HUD regulations at 24 CFR 570.606.

- III. The owner shall agree to notify the appropriate housing agencies of the availability of any units covered by the terms of this agreement, and shall not

refuse to rent to tenants holding Section 8 Existing Housing Certificates, Massachusetts Rental Voucher Program Vouchers, or any other recognized housing voucher certifications except for good cause. If the Contractor or the subject property is located within the Boston-Cambridge-Quincy PMSA, the owner shall also agree to list all of the Low- and Moderate-income units with the Boston Fair Housing Commission MetroList (Metropolitan Housing Opportunity Clearing Center).

The Contractor shall adhere to the Executive Office-approved Recapture and Anti-Speculation Plan which includes a description of how it will ensure that the level of Low- and Moderate-income benefit and terms of affordability specified herein will be maintained. The description shall include the procedures by which the Contractor will monitor compliance with its rental agreement policy, including the designation of responsible staff person(s), method of monitoring compliance, and corrective actions to be taken by the Contractor in the event of non-compliance.

In addition, the Contractor will maintain records for each Low- and Moderate-income unit regarding the rent and tenant's household income at the time of application, at the time of completion of rehabilitation, at the termination of the rental agreement, and at the time a new lease is executed, for the duration of the affordability term. The Secretary of the Executive Office, or their duly authorized designee, if requested to do so in writing by the Contractor, may waive any of the above provisions of this section not required by law if the Contractor has demonstrated to the satisfaction of the Secretary of the Executive Office that compliance with this condition would adversely affect the implementation of the Contractor's approved program.

**3. Participant Approval** - The determination of an individual's eligibility for program participation shall not be subject to the approval of any local governing body unless required by law. In these instances, the appropriate citation shall be provided to the Executive Office, accompanied by a plan to protect the privacy of individuals and guarantee objectivity in the process. Any such plan shall be subject to EOHLC approval.

**4. Code Violations** - General property improvements shall not be permitted unless specifically needed to correct violations of Article II of the Massachusetts Sanitary Code.

**5. Single Case Waivers** - Contractor shall obtain prior EOHLC authorization for projects the cost of which will exceed \$40,000 per unit, except in projects involving lead, barrier removal, septic, asbestos, historic preservation, for which the prior authorization of the Department will be required when projects exceed \$50,000 per unit in cost. Municipalities must request a Single Case Waiver from EOHLC utilizing the appropriate Single Case Waiver form from the Mass. CDBG Implementation Manual. Prior to authorization, EOHLC may also request additional documentation from Contractor to demonstrate need, reasonableness of costs, and compliance with applicable federal and state requirements.

## EXHIBIT A

### DISCLOSURE FORM (To Be Completed and Signed by the Contractor)

The Contractor is required to complete and sign a *Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or More*. Following are guidelines for completing the form. For further clarification, consult HUD regulations at 24 CFR Part 4.

1. The attached Disclosure Form serves as the first of a series of reports. Updates showing any change to the original Disclosure Form shall be submitted quarterly, together with the Quarterly Reports. **If the parties are not known at this time, please type in "Parties with a financial interest not known at this time. The Contractor shall update and forward when appropriate."** If it is clearly not applicable, type in "Not Applicable."
2. This Disclosure Form identifies:
  - the assistance expected from other government sources in connection with the project or activity;
  - financial interest of persons in the project;
  - sources of funds to be made available for the projects; and
  - uses of the funds.
3. For purposes of this Disclosure Form, a project is an activity which was applied for and received \$200,000 or more. For example, under a housing rehabilitation program, individual housing rehabilitation cases are considered projects; under a Public Facilities Program is a program, a water system rehabilitation project is considered a project; under a Public Social Services program, a provider or a group of activities is considered a project; under the Community Economic Development Program, while a Small Business Revolving Loan Program is considered a sub-program, individual cases are considered projects.
4. The \$200,000 threshold refers to a single project receiving CDBG funding equal to \$200,000 or more, or receiving less than \$200,000 in CDBG funds but anticipated to receive a total of \$200,000 in combined CDBG funds and other government (federal, state, or local) funds.

Large infrastructure projects are anticipated to be covered. Individual housing rehabilitation contracts, unless anticipated to be \$200,000 or more in combined government costs, are usually not covered. Small Business Loan Program pool funds, unless an individual loan is anticipated to be at \$200,000 or more in combined costs, are usually not covered.
5. Financial interest in a project includes, but is not limited to, equity, shares in profit on resale, any distribution of surplus cash or assets, or compensation for goods and services. The parties who must disclose their financial interest in a project include:
  - all developers, contractors, consultants involved in the application for the financial assistance, or in the planning, development, or implementation of the project;
  - all others with financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower).

Such a party may be an organization (e.g., a non-profit or a for-profit consulting group), or an individual. For organizations, please note that the name of each officer, director, and principal stockholder of the entity must be included in the Disclosure Form.

\$ of Project/Activity	\$ Paid to Party	Disclosure Form Applies?
Total grant is >\$200,000 - funded for a \$200,000 project	Does not matter	Yes
Total grant is >\$200,000 - no \$200,000 project cost	=, > \$50,000 < \$50,000	Yes No
Total grant is \$200,000, no line item is \$200,000	=, > \$50,000 (total, not just CDBG)	Yes
Total grant is \$200,000, no line item is \$200,000	=, > \$20,000, < \$50,000, (total, not just CDBG)	No
Total grant is >\$200,000, no line item is \$200,000	=, >, \$20,000, < \$50,000	No
Total grant is >\$200,000, no line item is \$200,000	=, > \$50,000 (total, not just CDBG)	Yes

Examples:

If an application was prepared by a consultant and contains a line item for \$200,000 or more, then the consultant is considered to be a party with financial interest in the project. (e.g.; if an application was submitted for \$800,000 and \$500,000 was awarded, and there is a line item that will result in a contract for \$200,000, the consultant who prepared the application will be considered a party with financial interest in the project).

If there is no single line item which costs at least \$200,000, but the total compensation provided to a consultant is \$50,000, the consultant will be considered a party with financial interest in the project.

If a consultant will be hired to implement a \$200,000 or larger grant program, the consultant will file this Disclosure Form.

If the entire grant is less than \$200,000 but the compensation is \$50,000 or more the consultant will file this Disclosure Form.

*If the entire grant is less than \$200,000, and the compensation to the consultant is less than \$50,000, then the Chief Elected Official needs to certify that the Disclosure Form does not apply by indicating "Not Applicable" on the form.*

6. Because a project's contract cost may not be known at this time, updates need to be provided to the Department. For ease in reporting, these updates need to be provided on a quarterly basis, at the same time that the Quarterly Activity Reports are filed. A form shall be forwarded to all Contractors before the end of the first quarter. This form shall be completed and signed by the Chief Elected Official and submitted with the Quarterly Report.

For any further questions, please contact your program representative at (617) 573-1400 and/or via email.

**MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**Community Development Fund 2022/2023**

**Town of Truro**

**Attachment A III. H. 8. – Additional Special Conditions**

1. Contractor must submit to the Executive Office a revised Citizen's Participation Plan to include a provision that written comments will be received for public hearings and provide the process for their submission.
2. Contractor must submit to the Executive Office a revised Anti-Speculation and Recapture plan that details the forgiveness policy; must be forgivable at a rate of at least 1/15 per year.
3. Contractor shall certify to the Executive Office that its Program Director and Housing Rehabilitation Specialist will consult regularly with local Weatherization Assistance Program(s) (WAP) regarding opportunities for cross-referral, cost-sharing and joint scheduling of projects. The goal is to accomplish energy efficiency and program/property owner cost savings through communication and coordination of rehabilitation and weatherization services.
4. The Executive Office's grant application review included a review for civil rights compliance, which revealed a pending civil rights matter concerning the Contractor's jurisdiction. The Executive Office reserves the right to place further conditions on this grant if there is an administrative or judicial finding, decision, opinion, order, or other outcome concerning the above-mentioned civil rights matter(s) or other civil rights matter that is adverse to the Contractor.

**EXHIBIT A: DISCLOSURE REPORT  
FINANCIAL INTEREST IN PROJECT**

**APPLICANT** \_\_\_\_\_

**DATE** \_\_\_\_\_

Any applicant (city or town government, or subgrantee) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity
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- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc.).
- D. Provide for each.

**Certification**

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**FOR MUNICIPALITIES, THE COMMUNITY'S CHIEF ELECTED OFFICIAL, AND, FOR NON-MUNICIPALITY ENTITIES,  
THE CHIEF EXECUTIVE OFFICER, EXECUTIVE DIRECTOR, OR MANAGER, MUST SIGN THIS FORM.**

**Original Budget Summary**

PROGRAM/PROJECT/ACTIVITY		CDBG FUNDS (\$)	OTHER FUNDS
<b>1</b>	<b>PROPERTY ACQUISITION</b>	\$0	\$0
<b>2</b>	<b>CLEARANCE/DEMOLITION</b>	\$0	\$0
<b>3</b>	<b>RELOCATION (Permanent)</b>	\$0	\$0
<b>4</b>	<b>HOUSING REHABILITATION</b>	\$1,405,000	
A	Program Delivery	\$230,000	\$0
B	Unit Development/Creation	\$0	\$0
C	Rehabilitation Loans/Grants	\$1,175,000	\$50,000
D	Other	\$0	\$0
<b>5</b>	<b>COMMUNITY ECONOMIC DEVELOPMENT</b>	\$0	
A	Program Delivery	\$0	\$0
B	Acquisition	\$0	\$0
C	Commercial Improvements (Signs/Facades)	\$0	\$0
D	Assist to For-profits (formally Sm. Business Assist.)	\$0	\$0
E	Infrastructure or Streetscape Improvements	\$0	\$0
F	Planning	\$0	\$0
M	Other	\$0	\$0
N	Mirco enterprise Assistance	\$0	\$0
<b>6</b>	<b>PUBLIC FACILITIES/INFRASTRUCTURE</b>	\$0	
A	Program Delivery	\$0	\$0
B	Streets and Sidewalks	\$0	\$0
C	Parks and Recreation	\$0	\$0
D	Neighborhood Facilities	\$0	\$0
E	Parking	\$0	\$0
F	Water	\$0	\$0
G	Sewer	\$0	\$0
H	Drainage	\$0	\$0
I	Architectural Barriers	\$0	\$0
J	Other	\$0	\$0
K	Design only (architectural and engineering)	\$0	\$0
<b>7</b>	<b>PLANNING</b>	\$0	
<b>8</b>	<b>PUBLIC SOCIAL SERVICES</b>	\$95,000	
A	Program Delivery	\$25,000	\$0
B	Program Costs	\$70,000	\$0
	Job-related Childcare Assistance (\$70000)		
<b>9</b>	<b>GENERAL ADMINISTRATION</b>	\$200,000	\$0
	<b>TOTAL PROGRAM COSTS</b>	\$1,700,000	\$50,000

Award Amount: \$0





# Open Market Bid BD-23-1076-OCDD-OCDD01-82562

General Items Address Accounting Routing Attachments(1) Notes Bidders Questions Amendments Q & A Reminders(1) **Summary**

## Header Information

<b>Bid Number:</b>	BD-23-1076-OCDD-OCDD01-82562	<b>Description:</b>	DHCD2023-24 CDBG FFY 22-23 Application Guidance	<b>Status:</b>	
<b>Purchaser:</b>	Rocco Albano	<b>Minor Status:</b>			
<b>Organization:</b>	Executive Office of Housing & Livable Communities				
<b>Fiscal Year:</b>	23	<b>Department:</b>	OCDDPT01 - Department of Housing and Community Development	<b>Location:</b>	
<b>Show On Web:</b>	Yes	<b>Allow Electronic Quote:</b>	No	<b>Required Date:</b>	
<b>Bid Opening Date:</b>	03/03/2023 11:59:00 PM	<b>Available Date:</b>	12/19/2022 02:00:00 PM		
<b>Bid Type:</b>	Open Bid	<b>Informal Bid:</b>	No		
<b>Estimated Cost:</b>	\$0.00				
<b>Alternate ID:</b>		<b>Purchase Method:</b>	Open Market	<b>Catalog Id (for contract):</b>	
<b>Blanket/Contract Begin Date:</b>		<b>Blanket/Contract End Date:</b>		<b>Type Code:</b>	
<b>Info Contact:</b>	Mark.Southard@mass.gov	<b>Bulletin Desc:</b>		<b>Pre-Bid Conference:</b>	
<b>UNSPSC Code Certified Required:</b>	No	<b>Acknowledge inclusion required:</b>	No	<b>Hour of Acknowledge inclusion:</b>	
<b>Subcontractor Info:</b>		<b>Quote Notification:</b>	No		
<b>Date Last Updated:</b>	12/19/2022 01:19:42 PM	<b>User Last Updated:</b>	Rocco Albano	<b>Item Single Award Only:</b>	
<b>Ship-to Address:</b>	Department of Housing and Community Development - OAF 100 Cambridge Street Suite 300 Boston, MA 02114 US Email: jennifer.mccabe@state.ma.us Phone: (617)573-1260	<b>Bill-to Address:</b>	Department of Housing and Community Development - OAF 100 Cambridge Street Suite 300 Boston, MA 02114 US Email: jennifer.mccabe@state.ma.us Phone: (617)573-1260	<b>Print Format:</b>	
<b>Solicitation Enabled:</b>	No	<b>Rolling Enrollment Enabled:</b>	<input type="checkbox"/>	<b>Allow vendors to submit multiple / alterna</b>	
<b>Invoice Method:</b>	Three Way Match	<b>Open Enrollment Enabled:</b>	<input type="checkbox"/>	<b>Close Q&amp;A For Vendor Date:</b>	

**Bidders:**

Vendor Id	Vendor Name	Preferred Delivery Method	Notifications	Responded
00000046	Eliot Community Human Services, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000068	Collaborative for Educational Services	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000102	YWCA of Central Massachusetts	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000103	COMPREHENSIVE ENVIRONMENTAL INC.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000110	The May Institute Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000123	CITY OF LYNN	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000238	South Middlesex Opportunity Council	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000243	South Boston Neighborhood House	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No



0000407	L.U.K. Crisis Center, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000428	Way Finders, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000525	Metropolitan Area Planning Council	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000526	Dragonfly Educational Consulting Services, Inc	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000557	WORK Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000674	Hillcrest Educational Centers, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000694	Child Care of the Berkshires, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000709	Community Action Pioneer Valley	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000737	Education Development Center, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000746	Town of Wellesley	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000780	Town of Barnstable	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000791	CITY OF FALL RIVER	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000801	Commonwealth of Massachusetts - Operational Services Division	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000816	TOWN OF STOUGHTON	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
0000827	Old Colony Y	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No

1-25 of 2646  
1 2 3 4 5 6 7 8 9 10

**SBPP (Small Business Purchasing Program) Eligible?:** NO

**See SBPP requirements and exceptions at [www.mass.gov/sbpp](http://www.mass.gov/sbpp) :**

**Procurement Type:** Grant Opportunity

### Reminder List

Due Date	Comment	Remind Whom	Days Prior to Remind	Date Completed	Date Entered
03/03/2023	DHCD2023-24 closes today..no responses in COMMBUYS	Rocco Albano	0		12/19/2022

### Attachments

**Files:** [CDBG FFY 2022-2023 Application Guidance.pdf](#)

**Forms:**

### Required Quote Attachments

### Item Information



UNSPSC Code: 00-00-00

Grant Opportunity

Disable Pricing On Quote

No

Qty

1.0

Unit Cost

\$0.00 EA - Each

UOM

Total Discount Amt.

\$0.00

Tax Rate

Manufacturer:

Brand:

Model:

Make:

Packaging:

Product Length:

Product Width:

Product Height:

Product I

UPC/ISBN:

SKU:

Tags:

URL:

Account Code

There is no item accounting available for this item.

### Pre-Bid Approval Path:

There are no approval paths found for this Bid.

Bid Tab	Cancel Bid	Clone Bid	Print
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MASS\_MASS\_AWS\_PROD\_BUYSPPEED\_2\_bso

Application Cover Sheet

Individual who prepared Grant Application: Truro\*

Other Participating Communities: Provincetown, Eastham, Harwich


Contact Person

Name Darrin Tangeman  
 Title Town Manager  
 Address 24 Town Hall Road  
 PO Box 2030  
 Truro, MA. 02666  
 Phone 508349-7004 x111  
 Email dtangeman@truro-ma.gov

Proposed use of CDBG Funds

1. Property / Acquisition	\$0
2. Clearance / Demolition	\$0
3. Relocation (Permanent)	\$0
4. Housing Rehabilitation	\$1,405,000
5. Community Economic Development	\$0
6. Public Facilities / Infrastructure	\$0
7. Planning	\$0
8. Public Social Services	\$95,000
9. General Administration	\$200,000
Total CDBG Grant Request	\$1,700,000

Authorization

  
 Signature Chief Elected Official (CEO)  
2.14.2023  
 Date

Kristen Reed  
 Name of Chief Elected Official  
Chairman, Truro Select Board  
 Title

To the best of my knowledge, all information in this application is true and correct. I have read and agree to the following certifications. When applicable, the Chief Financial Officer has also read and agrees to the following certifications:

- Displacement of Non-CDBG Funds Certification
- Anti-displacement and Relocation Assistance Certification
- Chief Elected Official Certification
- Chief Financial Officer's Certification
- Program Income Certification
- Civil Rights Certification



Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF HOUSING &  
LIVABLE COMMUNITIES

Maura T. Healey, Governor ◆ Kimberley Driscoll, Lieutenant Governor ◆ Edward M. Augustus, Jr., Secretary

July 28, 2023

Ms. Kristen Reed  
Chair, Select Board  
Town of Truro  
24 Town Hall Road  
Truro, MA 02666

Dear Ms. Reed:

On behalf of Governor Maura T. Healey and Lt. Governor Kimberley Driscoll, I am pleased to award the Town of Truro an FFY 2022/2023 Community Development Fund grant in the amount of up to \$1,700,000 from the Massachusetts Community Development Block Grant (CDBG) Program. Congratulations on being one of the successful applicants.

This award is contingent upon the execution of a CDBG grant contract between the Executive Office of Housing and Livable Communities (EOHLC), formerly Department of Housing and Community Development (DHCD), and the U.S. Department of Housing and Urban Development, as well as on the Town of Truro's execution of a grant contract with EOHLC and the satisfaction of its special conditions and requirements. We will send your grant contract to the contact with signatory authority to complete the Adobe sign process and thereby execute the contract on behalf of the municipality. The Town of Truro may incur pre-agreement costs for administrative and other start-up costs not subject to 24 CFR Part 58, Environmental Review, as of July 1, 2023.

All grantees will be provided guidance regarding grant administration and contract requirements. This will help ensure that all grantees understand their contractual and regulatory obligations before proceeding with activities for which EOHLC has authorized grant funding. If you have any questions concerning this award, please contact Kathryn McNelis, Community Development Manager, Division of Community Services, at [kathryn.mcnelis@mass.gov](mailto:kathryn.mcnelis@mass.gov).

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. I look forward to working with you to address the Town of Truro's community development needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward M. Augustus, Jr.", written over a white background.

Edward M. Augustus, Jr.  
Secretary, EOHLC

cc: State Representative Sarah Peake  
State Senator Julian Cyr