



## Truro Select Board Hybrid Meeting

Tuesday, December 12, 2023

Executive Session-2:30pm

**AMENDED**

Work Session-3:30pm

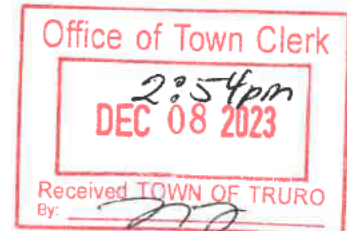
Regular Meeting-5:00pm

Truro Town Hall, 24 Town Hall Road

### EXECUTIVE SESSION

<https://us02web.zoom.us/j/82500064006>

1-309-205-3325 Meeting ID: 825 0006 4006



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 purposes:*

- (1) in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 3, to discuss strategy with respect to collective bargaining (Laborer's International Union of North America); and*
- (2) in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 5, to investigate charges of criminal misconduct or to consider the filing of criminal complaints; and*
- (3) in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 7 to comply with, or act under the authority of, any general or special law (Massachusetts General Law, Chapter 30A, §22 (f)(g)(Open Meeting Law), specifically, to review and approve and determine whether continued nondisclosure of the following executive session meeting minutes is warranted: September 12, 2023; September 19, 2023; October 24, 2023; December 5, 2023; and not to reconvene in open session*

### AMENDED AGENDA\*

**\*\*Agenda amended to remove previous Agenda Item 7C: Review and Approve Curb Cut Application for 423 Shore Road from the regular meeting and to add Agenda Item 7C: Vote to Craft a Select Board Statement Regarding the Special Town Meeting. Additionally, the link, phone number and access code for the work session were inserted to make clear the access to the work session.**

### WORK SESSION

<https://us02web.zoom.us/j/89393681960>

1-646-931-3860 Meeting ID: 893 9368 1960

Per Select Board Policy 56: Select Board Work Sessions, the meeting is open to the public, however comments from the public will not be taken and votes will not be taken. To view Policy 56, please visit: [https://www.truro-ma.gov/sites/g/files/vyhlif9766/f/uploads/policy\\_56\\_select\\_board\\_work\\_sessions\\_policy\\_2015\\_changes.pdf](https://www.truro-ma.gov/sites/g/files/vyhlif9766/f/uploads/policy_56_select_board_work_sessions_policy_2015_changes.pdf)

This will be a hybrid (in-person *and* remote) meeting.

1. Review Progress of Town Manager's Work Plan and Discuss Town Manager's Evaluation

**REGULAR MEETING**

<https://us02web.zoom.us/j/89393681960>

1-646-931-3860 Meeting ID: 893 9368 1960

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 1-646-931-3860 and enter the following access code when prompted: 893 9368 1960 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/89393681960>** Please note that there may be a slight delay (15-30 seconds) between the meeting and the live-stream (and television broadcast). If you are watching the meeting and calling in, please lower the volume on your computer or television during public comment so that you may be heard clearly. We ask that you identify yourself when calling in to help us manage multiple callers effectively.

**1. PUBLIC COMMENT**

**2. PUBLIC HEARINGS**

- A. Continuance of Public Hearing for the Tidal Two-Acre Aquaculture Grant Renewal-Dan Smith-Off of Beach Point Landing (Continued from November 28, 2023)
- B. Public Hearing for Truro's FY24 Regional CDBG Application
- C. Public Hearing for Transfer and Pledge of Liquor License and Inventory: Applicant Route 6A LLC, dba Fuller's Package Store, Harsh Patel from Licensee 2 D's Transport, Inc. dba Fuller's Package Store, Frederick Dunn

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

**4. BOARD/COMMITTEE/COMMISSION APPOINTMENTS**

- A. Board of Registrars: (2) Republican Seats

**5. STAFF/ COMMITTEE UPDATES**

- A. Town Manager Update on Cloverleaf Community Housing Project

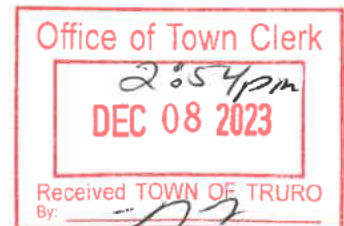
**6. TABLED ITEMS – NONE**

**7. SELECT BOARD ACTION**

- A. Presentation, Discussion and Approval of Outer Cape Opioid Programming Proposal  
Presenter: Emily Beebe, Health & Conservation Agent and Alex Nelson, Network Coordinator of Outer Cape Community Solutions
- B. Discussion and Possible Approval of 2024 Increases in Seasonal and Annual Alcohol License Fees  
Presenter: Darrin Tangeman, Town Manager
- C. Vote to Craft a Select Board Statement Regarding the Special Town Meeting  
Presenter: Darrin Tangeman, Town Manager

**8. CONSENT AGENDA**

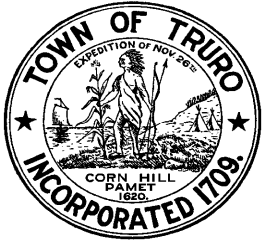
- A. Review/Approve and Authorize Signature: NONE
- B. Review and Approve Appointment Renewals: Betty Gallo, Truro's Member Representative to the Barnstable County HOME Consortium Advisory Council



- C. Review and Approve 2024 Annual Business Licenses: The Gingerbread House (Lodging License)
- D. Review and Approve Select Board Meeting Minutes: August 22, 2023

- 9. Select Board Reports/Comments
- 10. Town Manager Report
- 11. Next Meeting Agenda: Regular Meeting January 9, 2024

Office of Town Clerk  
*2:54pm*  
DEC 08 2023  
Received TOWN OF TRURO  
By: *[Signature]*



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Shellfish Department

**REQUESTOR:** Tony Jackett, Harbormaster/ Shellfish Constable

**REQUESTED MEETING DATE:** December 12, 2023

**ITEM:** Continuance of Public Hearing for the Tidal Two-Acre Aquaculture Grant Renewal- Dan Smith- Off of Beach Point Landing (Continued from November 28, 2023)

**EXPLANATION:** The Public Hearing for the Tidal Two-Acre Aquaculture Grant Renewal for Dan Smith's (of 32 Tom's Hill Road) grant off Beach Point Landing was continued from November 28, 2023 and will be held this evening.

Dan Smith requires Select Board approval for his Tidal Grant License at Beach Point so that he can continue to work on his shellfish grant. His current license was for two years. The license now qualifies for a five (5) year lease. Mr. Smith is current with the propagation permit and fees and is in compliance with all rules and regulations.

The Truro Regulations for Aquaculture Licenses (p. 3, #10) allows for renewals to be made for five (5) year periods subsequent to the first-time license.

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

**IMPACT IF NOT APPROVED:** The applicant will not be authorized to conduct aquaculture operations at the site and may discourage future applicants.

**SUGGESTED ACTION:** *MOTION TO renew the two-acre tidal grant license to Dan Smith, located off of Beach Point Landing for a term of five (5) years ending December 12, 2028.*

**ATTACHMENTS:**

1. Renewal Aquaculture Hearing Notice
2. Smith Shellfish License Renewal Application, Current Aquaculture License and 2022 Annual Report
3. Propagation Permit
4. Aquaculture Regulations



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## TOWN OF TRURO PUBLIC HEARING RENEWAL OF TIDAL SHELLFISH AQUACULTURE LICENSE

In accordance with MGL Chapter 130 § 60 with an application filed on October 27, 2023, by Dan Smith, 32 Tom's Hill Rd, Truro, MA for a renewal of a Tidal Shellfish Aquaculture License, pursuant to the Regulations for Aquaculture Licenses, the Select Board will conduct a public hearing on Tuesday, November 28, 2023, at 5:00 pm.

The renewal application is for a Two-Acre Tidal Shellfish Aquaculture License with the following grant coordinates in Cape Cod Bay out from Beach Point Landing:

<u>North Latitude</u>	<u>West Longitude</u>
42° 02' 39.311"	70° 06'40.434"
42° 02'37.422"	70 °06'37.527"
42° 02'35.215"	70° 06'40.102"
42° 02'37.093"	70° 06'43.022"

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

Zoom Login: <https://us02web.zoom.us/j/87486331638>

Meeting ID: 874 8633 1638

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

Kristen Reed, Chair  
Select Board  
Town of Truro





# TOWN OF TRURO

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

RCUD 202300727 PM250  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

## AQUACULTURE LICENSE RENEWAL APPLICATION

NAME OF APPLICANT: DAN SMITH

MAILING ADDRESS: PO Box 907 Truro, MA 02666

TELEPHONE: 330-283-8340

EMAIL: GDPA8227@gmail.com

GRANT NUMBER/ SITE LOCATION: 2018 - Tidal #1 (Bench Point Landing)

**SITE DEVELOPMENT: ATTACH TO THIS APPLICATION YOUR PLANS FOR DEVELOPMENT OF THE SITE OVER THE NEXT ONE, TWO AND THREE-YEAR TERMS. INCLUDE THE NUMBER OF RAFTS/RACKS/FLOATS, SIZE, CONSTRUCTION MATERIAL AND WORKING AREA IN SQUARE FEET OF THE AQUACULTURE SITE. YOUR PLAN SHALL INCLUDE SHELLFISH BY SPECIES, AMOUNT AND SIZES INTENDED TO INTRODUCE TO THE WATER AND/OR SUBSTRATUM.**

SIGNATURE OF APPLICANT

10/25/23

DATE



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

**AQUACULTURE LICENSE**  
**Amended**

Grant Number: 2021-TIDAL01 (Beach Point Landing)

We, the Truro Board of Selectmen, in accordance with the provisions of Chapter 130 of the General Laws, and all other powers thereto enabling, do grant to Dan Smith of Truro, Massachusetts, for the term of 5 years, beginning October 9, 2018 a license to plant, grow, cultivate and harvest shellfish and authorize the gear and other practices involved in co-production of kelp\* farming at all times during the term of this license in and upon the flats and waters situated in Cape Cod Bay, on a certain parcel of land bounded and described as follows:

Two Acre grant located off of Beach Point Landing, Truro Massachusetts

<u>North Latitude</u>	<u>West Longitude</u>
42° 02' 39.311"	70° 06'40.434"
42° 02'37.422"	70 °06'37.527"
42° 02'35.215"	70° 06'40.102"
42° 02'37.093"	70° 06'43.022"

The above described parcel contains an area of 2 acres, more or less, and is shown on a plan dated August 25, 2015.

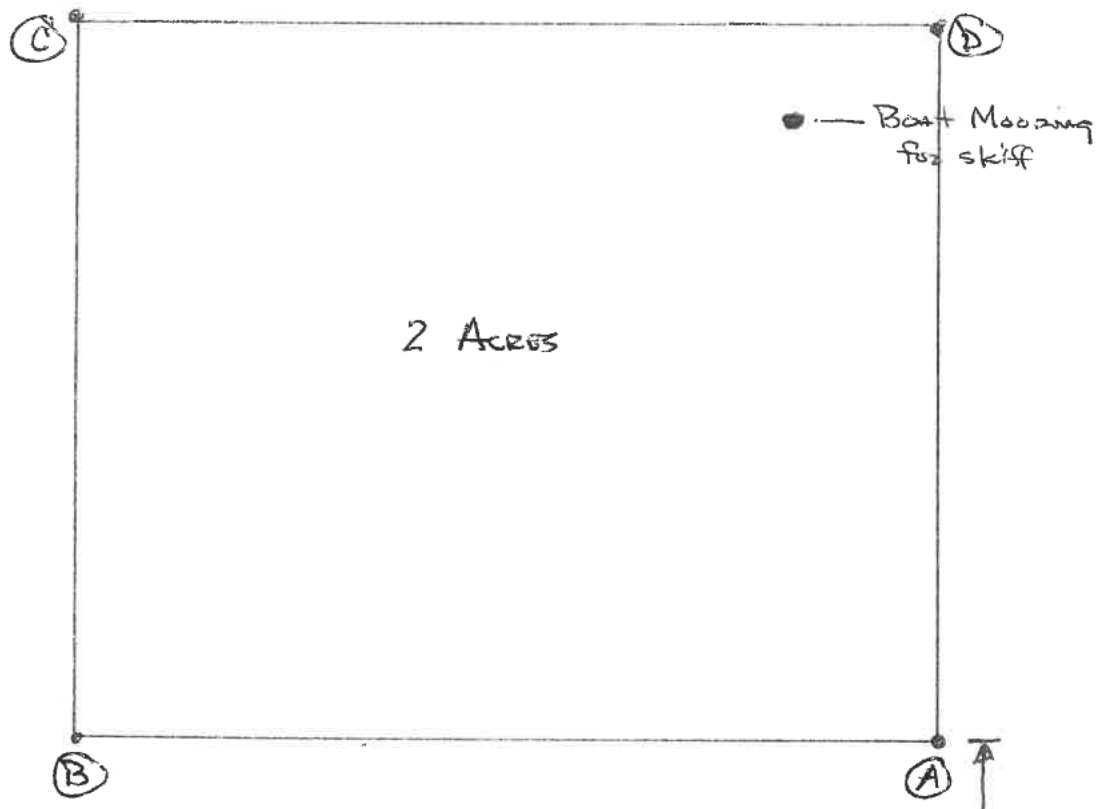
This license is granted under the provisions of MGL Chapter 130 and in accordance with the Aquaculture Regulations of the Town of Truro, the Conservation Commission Order of Conditions, and the conditions as noted in the correspondence from the US Army Corps of Engineers, and the Division of Marine Fisheries which are made a part hereof by reference and will be in compliance with any gear requirements that are promulgated by the Division of Marine Fisheries.

Select Board  
Town of Truro

\*Amended December 14, 2021

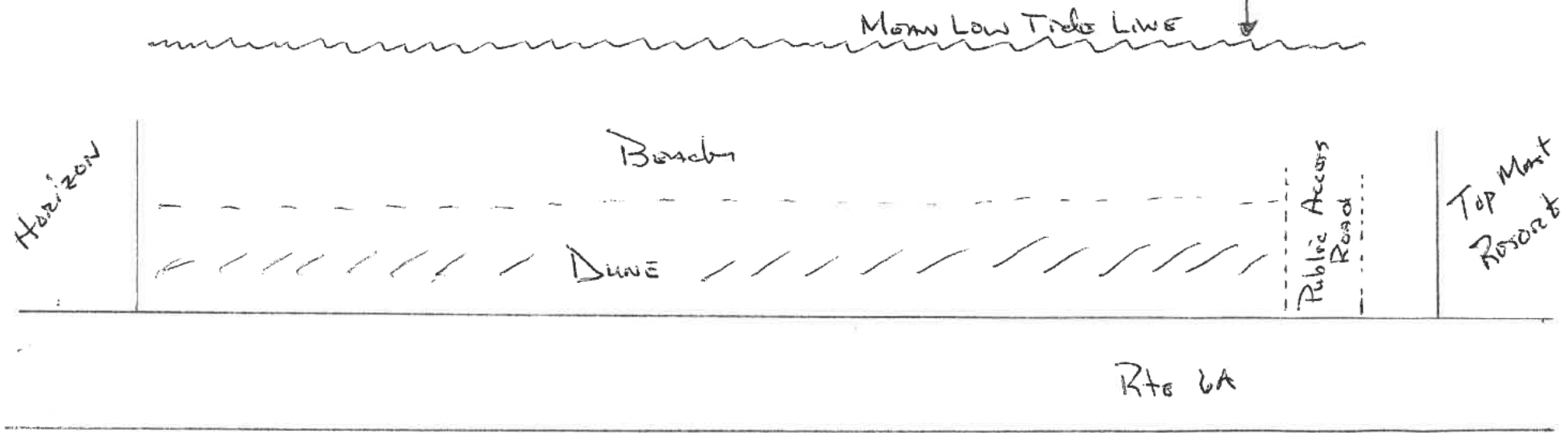
December 11, 2018

- (A)  $42^{\circ} 02.664' N / 70^{\circ} 06.64' N$
- (B)  $42^{\circ} 02.625' N / 70^{\circ} 06.618' W$
- (C)  $42^{\circ} 02.592' N / 70^{\circ} 06.674' W$
- (D)  $42^{\circ} 02.621' N / 70^{\circ} 06.737' W$



(Proposed Smiths Giant Site)

Not to scale







# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## ANNUAL AQUACULTURE LICENSE REPORT

GRANT HOLDER NAME: Daniel W. Smith

ADA GRANT LOCATION: ADA #11-15 & Beach Point Landing - 2018 Tidal 01

Amount and kind planted: No seed purchased but I did catch oyster spat on Chinese Hats - 200,000

Amount and kind harvested: Farm Raised Oysters - 30,600

Amount and kind currently on site: 608,590 Oysters

Signature of Grant Holder

Date: 01/12/23

**\$ PAID**  
#1512-1175.00  
Grants -11-15  
& tidal



# The Commonwealth of Massachusetts

## Division of Marine Fisheries

(617) 626-1520 | www.mass.gov/marinefisheries



MAURA T. HEALEY  
Governor

KIMBERLEY DRISCOLL  
Lt. Governor

REBECCA L. TEPPER  
Secretary

THOMAS K. O'SHEA  
Commissioner

DANIEL J. MCKIERNAN  
Director

**Private Aquaculture/Propagation Permit No. 171261**

**Class 3      Type 1**

EFFECTIVE: 7/24/2023      EXPIRES: 12/31/2023

FEE: \$10.00  
FTN: TBD  
CHECK #: 1574

**TO WHOM IT MAY CONCERN:**

Pursuant to Sections 17, 17A, 17B, 69, 75, 80 and 83 of Chapter 130 of the Massachusetts General Laws and 322 CMR 6.08; 6.10; 6.20; 7.01(4)(c) and 15:00, permission is hereby given, subject to the attached Shellfish Aquaculture Permit Conditions to:

**DANIEL W. SMITH  
TRURO OYSTER WORKS  
P.O. BOX 907  
TRURO, MA 02666**

To collect and possess naturally occurring seed shellfish, seed shellfish transplanted under previously issued permits and to transplant seed and/or adult shellfish from Division of Marine Fisheries approved sources at and to the permit holder's private shellfish aquaculture site, licensed under authority of Chapter 130, Section 57 of the Massachusetts General Laws; or at other locations authorized by endorsements made part of this permit. You must carry this permit while engaged in the activities this permit authorizes.

**LOCATION OF AQUACULTURE SITE(S): TOWN: TRURO**

**SITE NUMBER(S):2018-TIDAL01    DSGA: CCB4-PROVINCETOWN HARBOR**

**LOCATION: BEACH POINT LANDING**

**SITE NUMBER(S): ADA-11    DSGA: CCB4-PROVINCETOWN HARBOR    LOCATION: TRURO ADA**

**SITE NUMBER(S): ADA-12    DSGA: CCB4-PROVINCETOWN HARBOR    LOCATION: TRURO ADA**

**SITE NUMBER(S): ADA-13    DSGA: CCB4-PROVINCETOWN HARBOR    LOCATION: TRURO ADA**

**SITE NUMBER(S): ADA-14    DSGA: CCB4-PROVINCETOWN HARBOR    LOCATION: TRURO ADA**

**SITE NUMBER(S): ADA-15    DSGA: CCB4-PROVINCETOWN HARBOR    LOCATION: TRURO ADA**

**A. AUTHORIZED SPECIES FOR SEED PURCHASES, GROW-OUT AND POSSESSION**  
OYSTER      BAY SCALLOP

SEE SPECIAL CONDITIONS

**B. INTERMEDIATE GROW-OUT**  
ON-SITE: NO      OFF-SITE: NO

TYPE:

SPECIES:

LOCATION:

**C. OFF-SITE CULLING**  
OFF-SITE CULLING ALLOWED: YES  
LOCATION: 32 TOM'S HILL RD., 654 NORTH SHORE RD. TRURO  
(Pursuant to 322 CMR 15.08(5), off-site culling locations are subject to inspection.)

**D. SEED SALES**  
SEED SALES ALLOWED: NO

SPECIES:

**E. OFF-SITE OVERWINTERING**

OVERWINTERING ALLOWED: YES

METHOD: IN WATER

LOCATION: 654 NORTH SHORE RD. NORTH TRURO

**F. SPAT COLLECTION**

SPAT COLLECTION ALLOWED: YES

LOCATION: 2018-TIDAL01

METHOD: HATS

**G. INDIVIDUALS AUTHORIZED TO MOVE PRODUCT OFF LICENSE SITE FOR CULLING, OVERWINTERING & TRANSPORT TO WHOLESALE DEALER:**

- |                     |    |
|---------------------|----|
| 1. MARVIN CUSINATTE | 4. |
| 2. JACK BURNS       | 5. |
| 3.                  | 6. |

**H. SPECIAL CONDITIONS:**

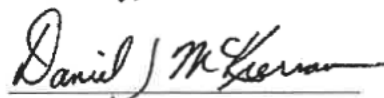
ALL SEED SOURCES FOR SHELLFISH MUST BE ADDED TO THE 2023 APPROVED SEED SOURCE LIST ON THE DIVISION OF MARINE FISHERIES WEBSITE PRIOR TO YOU TAKING POSSESSION OF THE SEED. IF YOU WISH TO PURCHASE SEED FROM SOURCES NOT LISTED ON DMF'S WEBSITE YOU MUST FIRST OBTAIN AUTHORIZATION FROM DMF.

Signature: \_\_\_\_\_



This document is your Division of Marine Fisheries permit and receipt. Your Permit is not valid until you sign the Signature line above. You must carry this permit while engaged in the activities this permit authorizes.

Sincerely,



Daniel J. McKiernan, Director  
MA Division of Marine Fisheries

CC:  
SHELLFISH CONSTABLE(S): TRURO  
DMF: J. KENNEDY, C. PETTIPAS, G. LUNDGREN



**COMMERCIAL PERMIT  
SHELLFISH & SEAWORMS**

**PERMIT #:** 173370

**ISSUED:** 03-07-2023

**PERMIT DETAILS:**

**EXPIRES:** 12-31-2023

**FTN:** 308782

**TRIP LEVEL REPORTING:** ETL

**PERMIT HOLDER:**

**NAME:**  
DANIEL W SMITH

**DOB:**  
07-18-1960

**ENDORSEMENTS:**

SHELLFISH

**CORPORATE NAME:**  
TRURO OYSTER WORKS

**PRIMARY ADDRESS:**  
DANIEL W SMITH  
TRURO OYSTER WORKS  
32 TOM'S HILL RD  
TRURO, MA 02666

**VESSEL INFORMATION:**

**VESSEL NAME:**  
**MS/DOC#:**  
**VESSEL LENGTH: ' "**  
**HOMEPORT:**  
**FEDERAL PERMIT #:**  
**HMS PERMIT #:**

Signature:

**DIRECTOR:**   
Daniel J. McKiernan

**Maura Healey, Governor  
Commonwealth of  
Massachusetts**

**Rebecca L. Tepper, Secretary  
Executive Office of  
Environmental Affairs**

**Ronald S. Amidon, Commissioner  
Department of Fish and Game**

**Information:**

- 1) Quota information is available by phone 24 hours a day at (978) 282-0308 or online at [www.mass.gov/marinefisheries](http://www.mass.gov/marinefisheries). Additionally, you may receive e-mails directly from DMF by signing up on the website.
- 2) Report all violations to the Massachusetts Environmental Police at 1-800-632-8075.
- 3) For more information, please visit our website.

DANIEL W SMITH  
TRURO OYSTER WORKS  
PO BOX 907  
TRURO, MA 02666

A. If the license site has been inactive for a period of more than two years the Harbor Master Shellfish Constable shall make an inspection of the license area together with the Division of Marine Fisheries which shall prepare a written report on the standing shellfish within the license area in order to determine productivity of the site

B. If the license is approved, the Selectmen shall issue a license permit and license number in accordance with established regulations. Final location of the license is subject to decision by the Board.

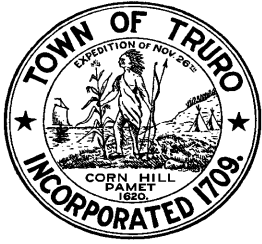
10. In the event that an applicant is approved for a license, the initial period will be for two (2) growing seasons and expire on the 31<sup>st</sup> of December following the second growing season. The license holder shall comply with all Federal, State and Town regulations while holding the license. The license holder shall provide information related to activity on the license site at least annually. License renewals following the initial period may be applied for at anytime during year two. Established license holders with a five year period may apply for renewal at anytime during years four or five of the license period. License renewals following the initial two year period may be made for a period of five year period. In order to be reviewed and considered for renewal, the license holder must have complied with all of the following four items:

- a) All Town fees paid in full
- b) Compliance Bond must be current and in full force
- c) Evidence of Propagation Permit from DMF
- d) Compliance with Annual Activity Report Submission

If the license holder fails to comply with any or all of the items listed above, the license renewal will not be recommended by the Shellfish Advisory Committee or Harbor Master Shellfish Constable. All renewals shall be subject to approval by the Board of Selectmen with recommendations by the Harbor Master Shellfish Constable.

11. Annual reporting shall be completed on forms provided by the Harbor Master Shellfish Constable to each license holder on or before December 31 of each year for the previous year's effort. Within a reasonable amount of time, the Harbor Master Shellfish Constable shall review the license report submitted by the license holders and submit a copy of said report to the Board of Selectmen. The license holder shall produce documents at the request of the Harbor Master Shellfish Constable showing shellfish purchase and sales slips.

12. Each license shall be reviewed annually by the Board of Selectmen and the Harbor Master Shellfish Constable involving a review of the license holder's yearly production report. If it cannot be shown by the license holder that a reasonable amount of shellfish has been produced on the license area during the preceding year the license may be deemed forfeited by the Board of Selectmen. As a minimum for the purposes stated a reasonable amount shall not be less than the statutory requirements as set forth by Section 65 of MGL Chapter 130. Applicant shall be responsible for state reports.



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant, on Behalf of Cassie Boyd Marsh from Bailey Boyd Associates, Inc.

**REQUESTED MEETING DATE:** December 12, 2023

**ITEM:** Public Hearing for Truro's FY24 Regional CDBG Application

**EXPLANATION:** The Massachusetts Executive Office of Housing & Livable Communities has announced its Community Development Block Grant (CDBG) round and application deadline. Truro has the opportunity to apply for up to \$1,325,000 as the lead community for a regional grant. Bailey Boyd is proposing to submit the grant for Truro, Provincetown, Eastham and Harwich to continue the housing rehabilitation and childcare subsidy programs.

Additionally, an allocation of \$50,000 of CDBG Miscellaneous Income is requested to use as a contingency for the FY24 Housing Rehabilitation Program.

**FINANCIAL SOURCE (IF APPLICABLE):** The Massachusetts Community Development Block Grant Program is a federally funded, competitive grant program designed to help small cities and towns meet a broad range of community development needs.

**IMPACT IF NOT APPROVED:** Truro will not apply as the lead community for the regional grant and the housing rehabilitation and childcare subsidy programs would no longer be available.

**SUGGESTED ACTION:** (1) *MOTION TO submit an FY24 CDBG grant for housing rehabilitation and childcare subsidies and to authorize the Town Manager or Designee to sign the grant application and associated forms.*

(2) *MOTION TO allocate \$50,000 from CDBG Miscellaneous Income to use as a contingency for the FY24 Housing Rehabilitation Program.*

**ATTACHMENTS:**

1. Memorandum from Cassie Boyd Marsh and Public Hearing Advertisement



## MEMORANDUM

**To:** Truro Select Board  
Darrin Tangeman, Town Manager

**From:** Cassie Boyd Marsh, Bailey Boyd Associates, Inc.

**Subject:** FY24 Truro Regional CDBG Grant Application

**Date:** November 28, 2023

The Massachusetts Executive Office of Housing & Livable Communities has recently announced its CDBG grant round and application deadline. The town of Truro has an opportunity to apply for up to \$1,325,000 as the lead community for a regional grant. We are proposing to submit the grant for four towns (Truro, Provincetown, Eastham & Harwich) to continue the popular housing rehabilitation and childcare subsidy programs.

The Housing Rehab Program would fund 20 households with a 0% interest deferred-payment forgivable loan, making repairs of up to \$50,000 to keep low and moderate-income residents in their homes. Code repairs, weatherization, and health and safety violations will continue to be the priority. All applicants are accepted on a first-come/first-served basis.

The Childcare Subsidy Program would provide up to \$7,000 per eligible child to subsidize care while parents work, go to school or seek employment. The funds go directly to the participating certified childcare provider based on the child's attendance. These funds subsidize the parent's payments on a sliding scale basis.

These two programs are well-known in the community and continue to have a long waitlist. As always there is no cost to the town and an enormous benefit to residents.

The following motion may be useful as you consider this vote:

**Proposed Motion:** Move to submit an FY24 CDBG grant for housing rehabilitation and childcare subsidies and to authorize the Town Manager or Designee to sign the grant application and associated forms.

**Proposed Motion:** Move to allocate \$50,000 from CDBG Miscellaneous Income to use as a contingency for the FY24 Housing Rehabilitation Program.



**PUBLIC HEARING FY24  
TRURO REGIONAL CDBG  
GRANT**

The Truro Select Board will hold a Public Hearing on Tuesday, December 12, 2023, at 5:00pm at Truro Town Hall, 24 Town Hall Road in Truro, MA, to discuss the town's FY24 regional CDBG application including housing rehabilitation and childcare subsidies serving residents of Truro, Provincetown, Eastham & Harwich. Residents from all four towns are invited to participate and will be heard. Written comments will also be accepted and considered and must be submitted by December 11, 2023, at 5:00pm. Residents of the four towns may also join the meeting by computer or tablet at:

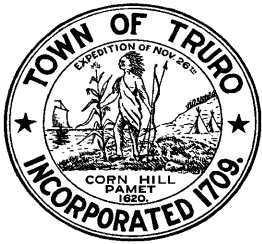
<https://us02web.zoom.us/j/89393681960>

Or dial in by phone at: 1-646-931-3860 Meeting ID: 893 9368 1960

For additional information or questions please contact Cassie Boyd Marsh, grant administrator, at 508-430-4499 x1.

November 23, 30 2023  
LNEO0034641





# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** December 12, 2023

**ITEM:** Public Hearing for Transfer and Pledge of Liquor License and Inventory: Applicant Route 6A LLC, dba Fuller's Package Store, Harsh Patel from Licensee 2 D's Transport, Inc. dba Fuller's Package Store, Frederick Dunn

**EXPLANATION:** The Select Board will hold a Public Hearing to hear the application from proposed transferee **Route 6A LLC, dba Fuller's Package Store, Harsh Patel, Liquor License Manager** for a petition of transfer and pledge of a seasonal all-alcohol retail package store liquor license and pledge of inventory under {M.G.L. Chapter 138, Section 23} from licensee 2 D's Transport, Inc. dba Fuller's Package Store, Frederick Dunn, located at 300 Route 6, Truro, MA.

The proposed licensee is requesting hours of operation for the sale of alcohol from 8am to 10pm, Monday-Saturday and 10am-10pm Sundays. The seasonal all-alcohol license is issued for the period of April 1<sup>st</sup> to January 15<sup>th</sup>.

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

**IMPACT IF NOT APPROVED:** The transfer of the seasonal all-alcohol license will not proceed.

**SUGGESTED ACTION:** *Motion to approve the application to transfer the seasonal retail package store all alcohol liquor license, approve the Pledge of License and Pledge of Inventory from licensee 2D's Transport, Inc., dba Fuller's Package Store, Frederick W. Dunn, Owner, Manager to proposed transferee Route 6A LLC, dba Fuller's Package Store, Harsh Patel, Manager.*

**ATTACHMENTS:**

1. Public Hearing Notice
2. Police Chief Memo
3. ABCC Redacted Application
4. Fuller's Package Store Alcohol License



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

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

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

## TOWN OF TRURO PUBLIC HEARING

### TRANSFER AND PLEDGE OF LICENSE/COLLATERAL AND INVENTORY OF SEASONAL ALL ALCOHOL RETAIL PACKAGE STORE LIQUOR LICENSE

The Truro Select Board will hold a Public Hearing on Tuesday, **December 12th, 2023, at 5:00 p.m.** to hear the application from proposed transferee Route 6A LLC, dba Fuller's Package Store, Harsh Patel, Liquor License Manager for a petition of transfer and pledge of a seasonal all-alcohol retail package store liquor license and pledge of inventory under {M.G.L. Chapter 138, Section 23} from licensee 2 D's Transport, Inc. dba Fuller's Package Store, Frederick Dunn, located at 300 Route 6, Truro, MA.

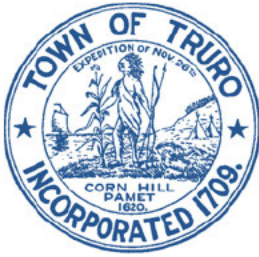
Please join the hybrid Select Board meeting from your computer, tablet, or smartphone at the Zoom Login information below or by attending in person at Truro Town Hall, 24 Town Hall Rd, Truro MA.

Zoom Login: <https://us02web.zoom.us/j/89393681960>

Meeting ID: 893 9368 1960

Call-in Number: 1-646-931-3860

Kristen Reed, Chair  
Select Board  
Town of Truro



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

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

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

**To: Chief Jamie Calise, Truro Police Department**  
**From: Nicole Tudor, Executive Assistant**  
**Date: November 30, 2023**  
**Re: Route 6A LLC, dba Fuller’s Package Store, Harsh Patel, Liquor License Manager for a petition of transfer and pledge of a seasonal all-alcohol retail package store liquor license and pledge of inventory from licensee 2 D’s Transport, Inc. dba Fuller’s Package Store, Frederick Dunn, owner and manager located at 300 Route 6, Truro, MA.**

Dear Chief Calise,

Route 6A LLC, dba Fuller’s Package Store, Harsh Patel, Manager submitted an application for the transfer and pledge of a liquor license and pledge of inventory for the current seasonal operating business 2 D’s Transport, Inc. dba Fuller’s Package Store, managed and owned by Frederick W. Dunn.

Current Owner & Manager on record is Frederick W. Dunn, 114 Sullivan Road, West Yarmouth, MA 02673  
Proposed transferee is Manager: Harsh Patel, 101 Iyannough Road, Hyannis, MA 02601

I have included the accompanying ABCC application as submitted by the applicant that will be provided to the Alcoholic Beverages Control Commission upon approval of the Select Board at a duly held public hearing on December 12, 2023.

Please kindly review for purposes of approval with the Local Licensing Authority (SB) this request for a transfer and pledge of license and inventory of a seasonal all-alcohol retail package store license to ensure that the safety and well-being of the public will be protected.

Please provide any questions/comments or concerns below:

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POLICE DEPARTMENT REVIEW:

Date: \_\_\_\_\_

Signature: Jamie M. Calise Digitally signed by Jamie M. Calise  
Date: 2023.12.01 10:03:07  
-0500

Jamie Calise  
Chief of Police



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

RCUD 2023NOV21 04:11:38  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM  
APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

For the following transactions (Check all that apply):

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

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

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

### Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



**Transaction Processed Successfully.**

**INVOICE #:** [REDACTED]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Route 6A LLC	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: **\$4.70**

Date Paid: **11/16/2023 1:31:31 PM EDT**

Total Amount Paid: **\$204.70**

**Payment On Behalf Of**

**License Number or Business Name:**  
Route 6A LLC

**Fee Type:**  
FILING FEES-RETAIL

**Billing Information**

**First Name:**  
Matthew

**Last Name:**  
Porter

**Address:**  
480 Turnpike Street

**City:**  
South Easton

**State:**  
MA

**Zip Code:**  
02375

**Email Address:**  
mporter@clozers.com



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID  
Notice Date  
Case ID



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



2 D'S TRANSPORT INC  
180 RTE 6A HILLTOP PLZ  
ORLEANS MA 02653-3265

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, 2 D'S TRANSPORT INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

### ***What if I have questions?***

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

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



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

Maura Healey  
GOVERNOR  
Kim Driscoll  
LT. GOVERNOR



413845821

Lauren E. Jones  
SECRETARY  
Katie Dishnica  
ACTING DIRECTOR

2 D's Transport  
180 ROUTE 6A  
ORLEANS, MA 02653

EAN: [REDACTED]  
February 01, 2023

Certificate Id: [REDACTED]

The Department of Unemployment Assistance certifies that as of 1/31/2023 ,2 D's Transport is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Katie Dishnica, Acting Director

Department of Unemployment Assistance





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

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality

**1. TRANSACTION INFORMATION**

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Transfer of License | <input checked="" type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class  |
| <input type="checkbox"/> Alteration of Premises         | <input checked="" type="checkbox"/> Pledge of License   | <input type="checkbox"/> Change of Category   |
| <input type="checkbox"/> Change of Location             | <input type="checkbox"/> Pledge of Stock                | <input type="checkbox"/> Change of License Type<br>(\$12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/>     |   |

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

Transfer of a Section 15 Package Store All Alcohol License from 2 D's Transport, Inc. to Route 6A LLC for the business known as Fuller's Package Store located at 300 Route 6, Truro, Massachusetts 02666. The applicant, Route 6A LLC, is comprised of two members, Vishal Shukla and Pina M. Patel. Mitul Patel is the proposed Manager of the License. There is a Pledge of License/Inventory to the applicant's lender, Rockland Trust Company. No alterations to the location.

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Seasonal"/>

**3. BUSINESS ENTITY INFORMATION**

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

Current or Seller's License Number	<input type="text" value="[REDACTED]"/>	FEIN	<input type="text" value="93-2726632"/>
Entity Name	<input type="text" value="Route 6A LLC"/>		
DBA	<input type="text" value="Fuller's Package Store"/>	Manager of Record	<input type="text" value="Harsh Patel"/>
Street Address	<input type="text" value="300 Route 6, Truro, Massachusetts 02666"/>		
Phone	<input type="text" value="[REDACTED]"/>	Email	<input type="text" value="[REDACTED]"/>
Add'l Phone	<input type="text" value="N/A"/>	Website	<input type="text" value="N/A"/>

**4. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

The premises consists of one floor, 1,086 square feet across three rooms and a 1,500 square foot basement. There are two entrances and two exits.

Total Sq. Footage	<input type="text" value="2,586"/>	Seating Capacity	<input type="text" value="N/A"/>	Occupancy Number	<input type="text" value="N/A"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1"/>

**APPLICATION FOR A TRANSFER OF LICENSE**

**5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

Transferor Entity Name  By what means is the license being transferred?

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

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Fred R. Dunn"/>	<input type="text" value="President"/>	<input type="text" value="50%"/>
<input type="text" value="Faith B. Decker"/>	<input type="text" value="Vice President"/>	<input type="text" value="50%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST**

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

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

<input type="text" value="Vishal M. Shukla"/>	<input type="text" value="1 Patricks Way, Forestdale, MA 02644"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>
---	---	---	---

<input type="text" value="Manager/Member"/>	<input type="text" value="70%"/>	Director/ LLC Manager <input checked="" type="radio"/> Yes <input type="radio"/> No	US Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	MA Resident <input checked="" type="radio"/> Yes <input type="radio"/> No
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<input type="text" value="Pina M. Patel"/>	<input type="text" value="11 Kings Road, Sharon, MA 02067"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>
--	--	---	---

<input type="text" value="Member"/>	<input type="text" value="30%"/>	Director/ LLC Manager <input type="radio"/> Yes <input checked="" type="radio"/> No	US Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	MA Resident <input checked="" type="radio"/> Yes <input type="radio"/> No
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	Director/ LLC Manager <input checked="" type="radio"/> Yes <input type="radio"/> No	US Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	MA Resident <input type="radio"/> Yes <input checked="" type="radio"/> No
----------------------	----------------------	--	---	--

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	Director/ LLC Manager <input checked="" type="radio"/> Yes <input type="radio"/> No	US Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	MA Resident <input checked="" type="radio"/> Yes <input type="radio"/> No
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**APPLICATION FOR A TRANSFER OF LICENSE**

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

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

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

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

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

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

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

Additional pages attached?  Yes  No

**CRIMINAL HISTORY**

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

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

Name	License Type	License Name	Municipality
Vishal Shukla	Sec. 15 All Alcoholic	New Yarmouth Corp.	Yarmouth
Vishal Shukla	Sec. 15 All Alcoholic	Lambordhar Corp.	Fairhaven
Vishal Shukla	Sec. 15 All Alcoholic	Rajshreya Corp	Carver

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

Name	License Type	License Name	

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

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

### 7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation 8/2/2023

State of Incorporation

Massachusetts

Is the Corporation publicly traded?  Yes  No

### 8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

TRURO CENTRAL VILLAGE, LLC

Landlord Phone

508-255-2133

Landlord Email

Landlord Address

52 Corn Hill Road, Truro, MA 02666

Lease Beginning Date

3/1/2023

Rent per Month

Lease Ending Date

2/28/2043

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes  No

### 9. APPLICATION CONTACT

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

Name:

Matthew S. Porter

Phone:

(508) 238-2510

Title:

Attorney

Email:

mporter@clozers.com

## APPLICATION FOR A TRANSFER OF LICENSE

### 10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	[REDACTED]
C. Other* (Please specify)	[REDACTED]
D. Total Cost	[REDACTED]

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

#### SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Vishal Shukla - Line of Credit - Cape Cod 5	\$95,000.00
Total:	[REDACTED]

#### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Rockland Trust Company	[REDACTED]	Commercial Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

#### FINANCIAL INFORMATION

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

Section 10(c) above is the estimated cost of inventory. Rockland Trust Company is financing the purchase in the amount of \$855,000.00 (Commitment, Note and Pledge attached). The remaining funds will come from a line of credit for Vishal Shukla (Letter attached).

### 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

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

To whom is the pledge being made? Rockland Trust Company

## 12. MANAGER APPLICATION

### A. MANAGER INFORMATION

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

Proposed Manager Name  Date of Birth  SSN

Residential Address

Email  Phone

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

### B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?  Yes  No \*Manager must be a U.S. Citizen  
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?  Yes  No  
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

### C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
	PRESENT	CLERK	VED MATA CORP	CHETAN PATEL
12/01/2018	12/06/2019	CLERK	STOP & SHOP	MARK

### D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature  Date

### 13. MANAGEMENT AGREEMENT

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

Yes  No

If yes, please fill out section 13.

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

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

### 13A. MANAGEMENT ENTITY

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

Entity Name  Address  Phone

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director  Yes  No US Citizen  Yes  No MA Resident  Yes  No

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director  Yes  No US Citizen  Yes  No MA Resident  Yes  No

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director  Yes  No US Citizen  Yes  No MA Resident  Yes  No

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director  Yes  No US Citizen  Yes  No MA Resident  Yes  No

#### CRIMINAL HISTORY

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

Yes  No

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

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

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

**13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

**13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

**13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

**13F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee? Yes  No

b. Will the licensee retain control of the business finances? Yes  No

c. Does the management entity handle the payroll for the business? Yes  No

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

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

\$ per month/year (indicate amount)

% of alcohol sales (indicate percentage)

% of overall sales (indicate percentage)

other (please explain)

**ABCC Licensee Officer/LLC Manager**

Signature:

Title:

Date:

**Management Agreement Entity Officer/LLC Manager**

Signature:

Title:

Date:



## ADDITIONAL INFORMATION

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

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE - CONTINUED

Vishal M. Shukla - Section 15 - Vidira Corp - Brewster

## APPLICANT'S STATEMENT

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

of   
Name of the Entity/Corporation

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

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

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

Signature:

Date:

Title:

**CORPORATE VOTE**

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

For the following transactions (Check all that apply):

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

“VOTED: To authorize   
Name of Person

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

“VOTED: To appoint   
Name of Liquor License Manager

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

A true copy attest,

  
\_\_\_\_\_  
Corporate Officer /LLC Manager Signature

Vishal Shukla  
(Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)

**D  
PC**

**The Commonwealth of Massachusetts**  
William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Articles of Entity Conversion of a  
Domestic Business Corporation to a  
Domestic Other Entity**  
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

FORM MUST BE TYPED

(1) Exact name of corporation prior to conversion: ROUTE 6A CORP

(2) Registered office address: 1 PATRICKS WAY, FORESTDALE, MA 02644  
*(number, street, city or town, state, zip code)*

(3) New name after conversion, which shall satisfy the organic law of the surviving entity:  
ROUTE 6A LLC

(4) New type of entity: Limited Liability Company

(5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.

(6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.

(7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: \_\_\_\_\_

Signed by:   
*(signature of authorized individual)*

*(Please check appropriate box)*

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this 16th day of November, 2023

**D** **The Commonwealth of Massachusetts**  
 William Francis Galvin  
 Secretary of the Commonwealth  
 One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company**  
**Certificate of Organization**  
 (General Laws Chapter 156C, Section 12)

Federal Identification No.: \_\_\_\_\_

(1) The exact name of the limited liability company:

Route 6A LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

1 Patricks Way, Forestdale, MA 02644

(3) The general character of the business:

Liquor Store

(4) Latest date of dissolution, if specified: \_\_\_\_\_

(5) The name and street address, of the resident agent in the commonwealth:

NAME	ADDRESS
Vishal Shukla	1 Patricks Way, Forestdale, MA 02644

(6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
Vishal Shukla	1 Patricks Way, Forestdale, MA 02644

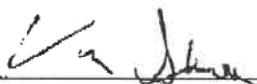
(7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME	ADDRESS
------	---------

(8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
Vishal Shukla	1 Patricks Way, Forestdale, MA 02644

(9) Additional matters:

Signed by (by at least one authorized signatory): 

Consent of resident agent:

I Vishal Shukla, resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12\*

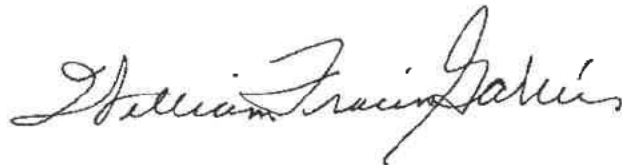
\*or attach resident agent's consent hereto.

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

November 16, 2023 06:36 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

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

### Articles of Organization

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

Minimum Filing Fee:  
\$250.00

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

#### ARTICLE I

The exact name of the corporation is:

ROUTE 6A CORP

#### ARTICLE II

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

#### ARTICLE III

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

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	10,000	0	

#### ARTICLE IV

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

#### ARTICLE V

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

#### ARTICLE VI



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

THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW OR THE BY-LAWS REQUIRES ACTION BY THE STOCKHOLDER.

#### ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

#### ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

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

Agent name: VISHAL SHUKLA

Number and street: 1 PATRICKS WAY

Address 2:

City or town: FORESTDALE

State: MA

Zip code: 02644

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

Title	Individual Name	Address
PRESIDENT	VISHAL SHUKLA	1 PATRICKS WAY FORESTDALE, MA 02644 USA
TREASURER	VISHAL SHUKLA	1 PATRICKS WAY FORESTDALE, MA 02644 USA
SECRETARY	VISHAL SHUKLA	1 PATRICKS WAY FORESTDALE, MA 02644 USA
DIRECTOR	VISHAL SHUKLA	1 PATRICKS WAY FORESTDALE, MA 02644 USA

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

December 31

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

LIQUOR STORE

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

Number and street: 180 ROUTE 6A

Address 2:

City or town: ORLEANS State: MA Zip code: 02653

Country: UNITED STATES

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

Number and street: 180 ROUTE 6A

Address 2:

City or town: ORLEANS State: MA Zip code: 02653

Country: UNITED STATES

Which is:

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

Signed this 2 Day of August, 2023 at 10:08 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

VISHAL SHUKLA

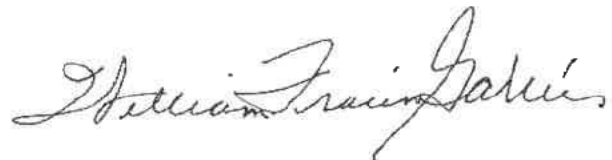
MA SOC Filing Number

Date: 8/2/2023 10:24:59 AM

THE COMMONWEALTH OF MASSACHUSETTS

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

August 02, 2023 10:24 AM

A handwritten signature in cursive script that reads "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

CORI REQUEST FORM

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER:  LICENSEE NAME:  CITY/TOWN:   
(IF EXISTING LICENSEE)

**APPLICANT INFORMATION**

LAST NAME:  FIRST NAME:  MIDDLE NAME:   
MAIDEN NAME OR ALIAS (IF APPLICABLE):  PLACE OF BIRTH:   
DATE OF BIRTH:  SSN:  ID THEFT INDEX PIN (IF APPLICABLE):   
MOTHER'S MAIDEN NAME:  DRIVER'S LICENSE #:  STATE LIC. ISSUED:   
GENDER:  HEIGHT:  WEIGHT:  EYE COLOR:   
CURRENT ADDRESS:   
CITY/TOWN:  STATE:  ZIP:   
FORMER ADDRESS:   
CITY/TOWN:  STATE:  ZIP:

**PRINT AND SIGN**

PRINTED NAME:  APPLICANT/EMPLOYEE SIGNATURE:

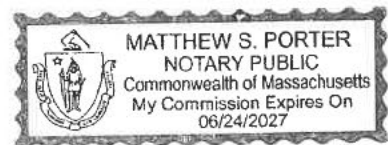
**NOTARY INFORMATION**

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

**DIVISION USE ONLY**

REQUESTED BY:   
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.





JEAN M. LORIZIO, ESQ.  
CHAIRMAN

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

CORI REQUEST FORM

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**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00012-PK-1292	LICENSEE NAME:	Route 6A LLC	CITY/TOWN:	Truro
---	---------------	----------------	--------------	------------	-------

**APPLICANT INFORMATION**

LAST NAME:	Shukla	FIRST NAME:	Vishal	MIDDLE NAME:	M.
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Ahmedabad		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Bhatt	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
EYE COLOR:	Black				
CURRENT ADDRESS:	1 Patricks Way				
CITY/TOWN:	Forestdale	STATE:	MA	ZIP:	02644
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

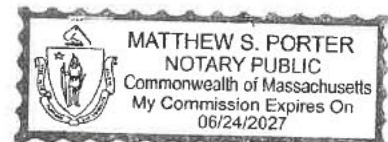
**PRINT AND SIGN**

PRINTED NAME:	Vishal M. Shukla	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	------------------	-------------------------------	--

**NOTARY INFORMATION**

On this 11/16/23 before me, the undersigned notary public, personally appeared Vishal M. Shukla  
(name of document signer), proved to me through satisfactory evidence of identification, which were MA ID  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
---------------	--

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



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

JEAN M. LORIZIO, ESQ.  
 CHAIRMAN

**CORI REQUEST FORM**

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: [REDACTED] LICENSEE NAME: Route 6A LLC CITY/TOWN: Truro  
(IF EXISTING LICENSEE)

**APPLICANT INFORMATION**

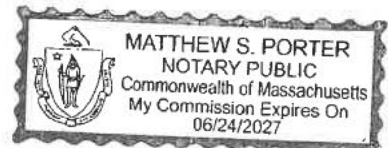
LAST NAME: PATEL FIRST NAME: HARSH MIDDLE NAME: MUKESHKUMAR  
 MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH: KOTHA  
 DATE OF BIRTH: [REDACTED] SSN: [REDACTED] ID THEFT INDEX PIN (IF APPLICABLE):  
 MOTHER'S MAIDEN NAME: PATEL DRIVER'S LICENSE #: [REDACTED] STATE LIC. ISSUED: Massachusetts  
 GENDER: MALE HEIGHT: [REDACTED] [REDACTED] WEIGHT: [REDACTED] EYE COLOR: [REDACTED]  
 CURRENT ADDRESS: 101 IYANNOUGH ROAD  
 CITY/TOWN: HYANNIS STATE: MA ZIP: 02601  
 FORMER ADDRESS: 28 ABBOTT ROAD  
 CITY/TOWN: SOUTH YARMOUTH STATE: MA ZIP: 02664

**PRINT AND SIGN**

PRINTED NAME: HARSH PATEL APPLICANT/EMPLOYEE SIGNATURE: [Signature]

**NOTARY INFORMATION**

On this 1/16/20 before me, the undersigned notary public, personally appeared Harsh Patel  
 (name of document signer), proved to me through satisfactory evidence of identification, which were MA DL  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.  
 [Signature]  
 NOTARY



**DIVISION USE ONLY**

REQUESTED BY: [REDACTED]  
 SIGNATURE OF CORI-AUTHORIZED EMPLOYEE  
 The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 860-4614.



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

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

**CORI REQUEST FORM**

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: [REDACTED] LICENSEE NAME: Route 6A LLC CITY/TOWN: Tarry  
IF EXISTING LICENSE:

**APPLICANT INFORMATION**

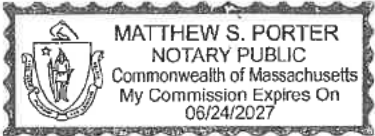
LAST NAME: Patel FIRST NAME: Pina MIDDLE NAME: M.  
MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH: India  
DATE OF BIRTH: [REDACTED] SSN: [REDACTED] ID THEFT INDEX PIN (IF APPLICABLE):  
MOTHER'S MAIDEN NAME: Patel DRIVER'S LICENSE #: S39796192 STATE LIC. ISSUED: Massachusetts  
GENDER: FEMALE HEIGHT: [REDACTED] WEIGHT: [REDACTED] EYE COLOR: [REDACTED]  
CURRENT ADDRESS: 11 Kings Road  
CITY/TOWN: Sharon STATE: MA ZIP: 02067  
FORMER ADDRESS: 45 Sunrise Terrace  
CITY/TOWN: Stoughton STATE: MA ZIP: 02072

**PRINT AND SIGN**

PRINTED NAME: Pina M. Patel APPLICANT/EMPLOYEE SIGNATURE: *Pina Patel*

**NOTARY INFORMATION**

On this 11/17/12 before me, the undersigned notary public, personally appeared Pina Patel  
(name of document signer), proved to me through satisfactory evidence of identification, which were MA ID  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.  
[Signature]



**DIVISION USE ONLY**  
RECEIVED BY: [REDACTED]  
SIGNATURE OF CORI AUTHORIZED EMPLOYEE  
The DCI Identity Theft Index # Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request results. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 690-4919.

**AMENDMENT AND EXTENSION  
TO  
ASSET PURCHASE AGREEMENT Dated June 13, 2023**

This Agreement is made this 16th day of November, 2023 (hereinafter the "Effective Date") between 2 D'S TRANSPORT, INC. doing business as FULLER'S PACKAGE STORE, a Massachusetts corporation having its principal place of business at 11 Vinland Drive, South Dennis, Barnstable County, Massachusetts, 02660 (hereinafter collectively and individually referred to as "SELLER") and VISHAL SHUKLA, an individual, having an address of 1 Patrick's Way, Forestdale, MA 02644 or his Nominee (hereinafter referred to as "BUYER" and/or "PRINCIPAL"). This Agreement is intended by the parties to be and is an amendment and extension of the previously executed Asset Purchase Agreement executed by both the SELLER and BUYER dated June 13, 2023. Except as amended by these terms, the terms of that Asset Purchase Agreement shall remain in full force and effect.

ACCORDINGLY, in consideration of the promises and the mutual representations, warranties and covenants contained in this Amendment and Execution and the Asset Purchase Agreement, the parties agree that the following provisions are amended as follows:

**BUYER'S NOMINEE**

Pursuant to the first paragraph of the Agreement, the Buyer's nominee will be Route 6A LLC.

**ARTICLE I  
PURCHASE AND SALE OF ASSETS**

1.03 Purchase Price and Payment. In consideration of the sale by Seller to Buyer of the Subject Assets, subject to the satisfaction of the conditions contained herein, Buyer agrees to deliver to Seller Two Million and 00/100 (\$2,000,000.00) Dollars, which Purchase Price shall be allocated between the two (2) location and business operations such that One Million, Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) shall be apportioned to the purchase of the liquor license, leasehold improvements, fixed assets and equipment and personal goodwill located at the Orleans store location and Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) shall be apportioned to the purchase of the liquor license, leasehold improvements,

V.S.  




fixed assets and equipment and personal goodwill located at the Truro location, together with such adjustments as follows ("Purchase Price"):

- (a) *Inventory.* The Seller shall be due and such monies shall be added to the Purchase Price corresponding to the value of the Business's Inventory as of the Closing Date. Such sum shall be a direct increase in the Purchase Price as set forth herein. Inventory value shall be based upon the Business's wholesale cost of the Inventory. Inventory shall include all those assets, including display items, of the Business held for sale to the public or distributors or any other third-party seller in the ordinary course of business. All Inventory items shall be located on the premises of the Business's wholesale or retail operations, whether leased or owned. An accounting of the Inventory of the corporation shall be completed following the close of business the day prior to Closing. Such accounting will be completed by the Buyer and Seller and/or their respective agents or, if mutually agreed upon, an independent third-party to be selected by the parties' mutually agreement and the cost of the same to be shared equally between Buyer and Seller. The Seller agrees not to increase the inventory items between the time of the execution of this Agreement and the closing date except to replace as required for the normal operation of the business, the inventory and stock items already carried in stock by the Seller.
- (b) *Payment.* The Purchase Price will be paid by Buyer to Seller at Closing by certified bank check.

1.04 Deposit. Buyer shall make a further deposit in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) upon execution of this Agreement in addition to the original deposit of One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars previously made and being held by Mark D. Carchidi, Esq. for a total deposit of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars. Such Deposit will be allocated to the Purchase Price at the Closing absent the prior termination of this Agreement whereby such Deposit will be allocated in accord with the provisions hereof. The Deposit shall be retained by Seller's counsel, Mark D. Carchidi, Esq. (the "Escrow Agent") in a non-interest bearing Client's Trust IOLTA Account. The parties agree said Deposit is a non-refundable deposit which shall become the property of the Seller as of this date. However, if the Seller defaults in the Seller's obligations, the Seller shall refund the deposit to the Buyer.

1.05 Allocation of Purchase Price. Buyer and Seller agree that the final allocation of the Purchase Price among the Subject Assets shall be as follows:

Liquor License: Two Hundred Thousand Dollars — (\$200,000.00)  
Furniture and Leasehold Improvements: Forty Thousand Dollars — (\$40,000.00)  
Personal Good Will: One Million Seven Hundred Sixty Thousand Dollars  
— (\$1,760,000.00)

U.S. \$

Such allocation shall be made in accordance with the provisions of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be binding upon Buyer and Seller for all purposes (including financial accounting purposes, financial and regulatory reporting purposes and tax purposes). Buyer and Seller also each agree to file IRS Form 8594 consistently with the foregoing and in accordance with Section 1060 of the Code.

- 1.06 Time and Place of Closing. The Closing of the purchase and sale provided for in this Agreement (herein called the "Closing") shall be held at the office of Seller's counsel, Mark D. Carchidi, Esq., Law Office of Mark D. Carchidi, P.C., 86 Willow Street, Suite 4, Yarmouth Port, Massachusetts at 1:00 p.m. on March 15, 2024 or at such other place and time or on an earlier date as may be fixed by mutual agreement by Buyer and Seller.
- 1.08 Conditions Precedent to Close. The following conditions must be satisfied by the respective party prior to the consummation of this Agreement:

BY THE BUYER

- (a) *DELETED IN ITS ENTIRETY AS ALL HAVE BEEN COMPLIED WITH.*
- (b) *DELETED IN ITS ENTIRETY AS ALL HAVE BEEN COMPLIED WITH.*
- (c) *Financing.* The Buyer's obtaining of financing at commercially reasonable rates and terms acceptable to the Buyer in an amount not less than Seventy-Five per cent (75%) of the gross purchase price of Two Million and 00/100 (\$2,000,000.00) Dollars, to be paid by the Buyer in the purchase of the Subject Assets and Inventory as provided herein. The Buyer shall obtain such financing not less than thirty days after the execution of this Amendment and Extension. The Buyer shall notify the Seller in writing no later than that date and shall provide the Seller with a copy of any commitment letter issued. If by that same date the Buyer fails to obtain such financing and provides Seller documentation reflecting such failure to obtain financing in which event the Buyer shall be returned his deposit and this Agreement shall terminate without further recourse to either of the parties.
- (j) The Buyer shall apply for and file on or before November 17, 2023 with the local licensing authorities for the Town of Orleans and the Town of Truro any and all transfers of the current package store licenses and shall provide the Seller's counsel with evidence of the same.
- (k) The Buyer shall have secured any and all transfers of the current package store licenses for operation of the two (2) retail locations from any and all local, state or other authorities on or before March 15, 2024 and shall provide Seller's counsel with evidence of the same no later than seven (7) days prior to the Closing Date or it's extension.

V.S.  
[Signature]

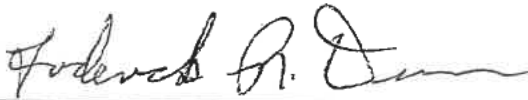
ARTICLE III  
TERMINATION OF AGREEMENT

3.01. Termination. At any time prior to the Closing, this Agreement may be terminated as follows:

1. By mutual written consent of all of the parties to this Agreement;
2. By Buyer, pursuant to written notice by Buyer to Seller, if any of the conditions or obligations of the Seller set forth in Section 1.08, as amended, of this Agreement have not been satisfied at Closing unless the provisions of Section 1.08 require an earlier date of notice of termination from Buyer to Seller, such written notice to set forth such conditions which have not been or will not be so satisfied.
3. By Seller, pursuant to written notice by Seller to Buyer, if any of the conditions or obligations of the Buyer set forth in Section 1.08, as amended, of this Agreement have not been satisfied at the Closing, unless the provisions of Section 1.08 require an earlier date of notice of termination from Seller to Buyer such written notice to set forth such conditions which have not been or will not be so satisfied.

IN WITNESS WHEREOF, the parties have executed this Amendment and Extension of the Asset Purchase and Sale Agreement dated June 13, 2023 on this 16th day of November, 2023 as first written above, intending to be bound.

SELLER:  
2 D'S TRANSPORT, INC. D/B/A  
FULLER'S PACKAGE STORE




BY: FREDERICK R. DUNN  
PRESIDENT

BUYER:



VISHAL SHUKLA

V.S.  


COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

November 16, 2023

Before me, the undersigned Notary Public, personally appeared the above-named Frederick R. Dunn as President of 2 D's TRANSPORT, INC. doing business as FULLER'S PACKAGE STORE, and proved to me through satisfactory evidence of identification being Massachusetts Driver's license Number S 94642512 to be the person whose name is signed above or on the preceding or attached document, and acknowledged to me that he signed it voluntarily and with authority for its stated purpose.



Dianne M. Ellis, Notary Public  
My Commission Expires: August 11, 2028

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

November 16, 2023

Before me, the undersigned Notary Public, personally appeared the above-named VISHAL SHUKLA and proved to me through satisfactory evidence of identification being Massachusetts' Driver's license Number S16107905 to be the person whose name is signed above or on the preceding or attached document, and acknowledged to me that he signed it voluntarily and with authority for its stated purpose.



Dianne M. Ellis, Notary Public  
My Commission Expires: August 11, 2028

V.S.

## ASSET PURCHASE AGREEMENT

This Agreement is made as of June 13<sup>th</sup>, 2023 (the "Effective Date") between 2 D'S TRANSPORT, INC. doing business as FULLER'S PACKAGE STORE, a Massachusetts corporation having its principal place of business at 11 Vinland Drive, South Dennis, Barnstable County, Massachusetts, 02660 (hereinafter collectively and individually referred to as "SELLER") and VISUAL SHUKLA, an individual, having an address of 1 Patrick's Way, Forestdale, MA 02644 or his Nominee (hereinafter referred to as "BUYER" and/or "PRINCIPAL").

### RECITALS

Seller is engaged in the business of operating as a retailer of beer, wine and spirits (otherwise referred to in the Commonwealth of Massachusetts as package stores); and

Seller wishes to convey the operating assets of 2 D'S TRANSPORT, INC. doing business as FULLER'S PACKAGE STORE to the Buyer under this agreement ("Agreement") on the date and time provided for herein (the "Closing"); and,

The parties desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the consummation of the sale of such operating assets;

ACCORDINGLY, in consideration of the promises and the mutual representations, warranties and covenants contained in this Agreement, the parties agree as follows:

### ARTICLE I PURCHASE AND SALE OF ASSETS

- 1.01. Sale of Assets. Subject to the provisions of this Agreement, Seller agrees to sell and Buyer agrees to purchase, at the Closing, all of the following (the "Subject Assets"):
- (a) all of Seller's right, title and interest in any of the equipment employed in the operation of 2 D'S TRANSPORT, INC. doing business as FULLER'S PACKAGE STORE including but not limited to those items identified on the attached **Schedule A**, incorporated herein;



- (b) all of the Seller's right, title and interest in and to all licenses and other governmental permits, approvals, and permits used in the operation of 2 D'S TRANSPORT, INC. doing business as FULLER'S PACKAGE STORE;
- (c) all operating leases, executory contracts, service contracts, with respect to the customers and services provided by 2 D'S TRANSPORT, INC. doing business as FULLER'S PACKAGE STORE and Buyer expressly agrees to assignment in writing. Buyer shall not be liable for any obligations or liabilities of any kind and nature of Seller other than those specifically assumed by Buyer;
- (d) any and all inventory at the time of the closing; and
- (e) all other trademarks, logos, copyrights, and other items of intangible personal property relating to the operation of 2 D'S TRANSPORT, INC. doing business as FULLER'S PACKAGE STORE, the trade name of those business entities and goodwill relating thereto, together with all telephone numbers and facsimile numbers, furniture and equipment, such transfers subject to any existing service contracts which the Buyer shall assume as of the Closing. The parties hereto agree that the Buyer shall be entitled to all receipts and sales at the business location on the day of the Closing, if, as and when the transfer of assets is concluded.

1.02 No Assumption of Liabilities. Upon the sale and purchase of the Subject Assets and consistent with the terms of this Agreement excepting identified liabilities to be assumed, Buyer shall assume no liabilities of the Seller, including:

- (a) Liabilities incurred by Seller in connection with this Agreement and the transactions provided for herein, including, without limitation, counsel and accountant fees, and expenses pertaining to the performance by Seller of its obligations hereunder;
- (b) Any and all taxes and of the Seller (whether relating to periods before or after the transactions contemplated in this Agreement or incurred by Seller in connection with this Agreement and the transactions provided for herein)(taxes pre-paid on behalf of 2 D'S TRANSPORT, INC. doing business as FULLER'S PACKAGE STORE for periods post-Closing shall be prorated as of the Closing date and identified specifically on Schedule A);

1.03 Purchase Price and Payment. In consideration of the sale by Seller to Buyer of the Subject Assets, subject to the satisfaction of the conditions contained herein, Buyer agrees to deliver to Seller One Million Five Hundred Thousand and 00/100 (\$1,500,000.00) Dollars, which Purchase Price shall be allocated between the two (2) location and business operations such that Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) shall be apportioned to the purchase of the liquor license, leasehold

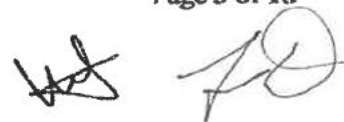
improvements, fixed assets and equipment and personal goodwill located at the Orleans store location and Five Hundred Fifty Thousand and NO/100 Dollars (\$550,000.00) shall be apportioned to the purchase of the liquor license, leasehold improvements, fixed assets and equipment and personal goodwill located at the Truro location, together with such adjustments as follows ("Purchase Price"):

- (a) *Inventory.* The Seller shall be due and such monies shall be added to the Purchase Price corresponding to the value of the Business's Inventory as of the Closing Date. Such sum shall be a direct increase in the Purchase Price as set forth herein. Inventory value shall be based upon the Business's wholesale cost of the Inventory. Inventory shall include all those assets, including display items, of the Business held for sale to the public or distributors or any other third-party seller in the ordinary course of business. All Inventory items shall be located on the premises of the Business's wholesale or retail operations, whether leased or owned. An accounting of the Inventory of the corporation shall be completed following the close of business the day prior to Closing. Such accounting will be completed by the Buyer and Seller and/or their respective agents or, if mutually agreed upon, an independent third party to be selected by the parties' mutually agreement and the cost of the same to be shared equally between Buyer and Seller. The Seller agrees not to increase the inventory items between the time of the execution of this Agreement and the closing date except to replace as required for the normal operation of the business, the inventory and stock items already carried in stock by the Seller.
- (b) *Payment.* The Purchase Price will be paid by Buyer to Seller at Closing by certified bank check.

1.04 Deposit. Buyer shall make a deposit in the amount of One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars upon execution of this Agreement. Such Deposit will be allocated to the Purchase Price at Closing absent the prior termination of this Agreement whereby such Deposit will be allocated in accord with the provisions hereof. The Deposit shall be retained by Seller's Counsel, Mark D. Carchidi, Esq. (the "Escrow Agent") in a non-interest-bearing Client's Trust IOLTA account. The parties agree said deposit is a non-refundable deposit which shall become the property of the Seller as of this date. However, if the Seller defaults in the Seller's obligations, the Seller shall refund the deposit to the Buyer.

1.05 Allocation of Purchase Price. Buyer and Seller agree that the final allocation of the Purchase Price among the Subject Assets shall be as follows:

Liquor License: Two Hundred Fifty Thousand Dollars—(\$250,000.00)  
Fixed assets: One Hundred Thirty Thousand Dollars—(\$130,000.00)  
Leasehold Improvements: Fifty Thousand Dollars—(\$50,000.00)  
Personal Good Will: One Million Seventy Thousand Dollars—(\$1,070,000.00)



Such allocation shall be made in accordance with the provisions of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be binding upon Buyer and Seller for all purposes (including financial accounting purposes, financial and regulatory reporting purposes and tax purposes). Buyer and Seller also each agree to file IRS Form 8594 consistently with the foregoing and in accordance with Section 1060 of the Code.

- 1.06 Time and Place of Closing. The Closing of the purchase and sale provided for in this Agreement (herein called the "Closing") shall be held at the office of Seller's counsel, Mark D. Carchidi, Esq., Law Office of Mark D. Carchidi, P.C., 86 Willow Street, Suite 4, Yarmouth Port, Massachusetts at 1:00 pm on October 2, 2023 or at such other place and time or on an earlier date as may be fixed by mutual agreement by Buyer and Seller. If the parties mutually agree to a later date and time for the closing, then the parties agree that such later date shall be not later than October 30, 2023.
- 1.07 Transfer of Subject Assets. At the Closing, Seller shall deliver or cause to be delivered to Buyer good and sufficient instruments of transfer transferring to Buyer title to all the Subject Assets. Such instruments of transfer (a) shall be in the form and will contain the warranties, covenants and other provisions (not inconsistent with the provisions hereof) which are usual and customary for transferring the type of property involved under the laws of the jurisdictions applicable to such transfers, (b) shall be in form and substance satisfactory to Buyer and its counsel, and (c) shall effectively vest in Buyer good and marketable title to all the Subject Assets free and clear of all liens, restrictions and encumbrances not otherwise identified and agreed to by Buyer. Seller shall take all requisite steps to put Buyer in actual possession and operating control of the assets and business of Seller. The subject assets shall include but not be limited to all furniture, fixtures, inventory and assets of the Seller.
- 1.08 Conditions Precedent to Close. The following conditions must be satisfied by the respective party prior to the consummation of this Agreement:

BY BOTH SELLER AND BUYER

- (a) No action or proceeding before any court or governmental body shall have been instituted by, or threatened by, any government or agency thereof, or by any other third party, to restrain or prohibit the consummation of any of the transactions herein contemplated.
- (b) All of the agreements and covenants contained in this Agreement that are to be complied with, satisfied and performed by the Buyer and Seller are complied with, satisfied and performed by each party on or before the Closing date shall have been fully performed.





- (c) All of the representations and warranties made by each party to the other in this Agreement or in any certificate or document furnished or to be furnished to the other party, shall be true and correct as of the Closing date as if such representation and/or warranty was made on such date. Any representation or warranty or schedule, including but not limited to the Inventory, which is dated as of a date other than the Closing date shall be true and correct only as of its date, and not the Closing date.
- (d) The consummation of the transactions contemplated by this Agreement on the part of either party does not violate the provisions of any law or governmental regulation.

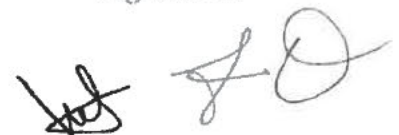
BY THE BUYER

- (a) *Document Production.* Buyer shall review and approve of the financial statements, Franchise Agreement, and related business documents, including but not limited to access and review of the books and the records of the corporation on the corporation's premises or at a suitable alternative location for the fiscal years ending December 31, 2019 through December 31, 2022. In conjunction with such review, the Seller shall make available for inspection by the Buyer or its agent, the following documents and records within ten (10) days of execution of this Agreement:
  - (i) Copies of tax returns for fiscal years ending December 31, 2020, December 31, 2021, and December 31, 2022;
  - (ii) Current Aging of accounts receivable, work in progress, and accounts payable (as reflected by open invoices).
  - (iii) List of all known or potential liabilities whether or not listed on the corporation's books, records or financial statements and whether or not in any stage of litigation; and
  - (iv) All payroll records of the corporation, including but not limited to deferred compensation agreements, employment contracts, agreements, benefit plans, bonus arrangements or expectations based upon prior corporation practices;
  - (v) Any and all marketing arrangement, agreement, or other contractual obligations between either the Seller and the landlord or the Seller and the franchisor; and
  - (vi) The leases for the locations at 180 Route 6A, the Hilltop Plaza, Orleans, Massachusetts and 300 Route 6, Truro, Massachusetts where the Seller operates its current businesses.



All information, whether documented or oral representations, shall be subject to the confidentiality provisions of this Agreement.

- (b) *Satisfaction of Buyer.* Following the review by the Buyer and/or their representative of the documents obtained from Seller pursuant to Paragraph 1.08 (a), Buyers shall have forty-five (45) days from receipt of the above documents to notify Seller in writing that Buyer was not satisfied with the results of their inquiry and review of said documents and of their intent to terminate this Agreement. Absent the grant of an extension in writing by the Seller of such deadline for notice or such timely notice from Buyer, the terms provided hereunder will become binding.
- (c) *Cash on Hand.* Seller shall be entitled to the distribution of any cash on hand in the Business as of the Closing Date. Seller shall be responsible for all taxes associated with said distribution.
- (d) *Leased Premises.* Upon notice from the Landlord of the properties where the Seller operates that it has reached acceptable terms with the Buyer and the Seller is authorized to assign his rights and obligations in the lease to the Buyer and further, that the Seller is released and forever discharged by the Landlord of any and all obligations and responsibilities under the lease as of the date of the Closing and transfer of assets to the Buyer, then, the Seller shall deliver the assignment to the Buyer.
- (e) *Buyer's Assumption of Lease.* Seller represents and warrants that there are no existing leases for any personal property, furniture or fixtures located at the Sellers locations which the Buyer is asked to assume.
- (f) *Financing.* The Buyer's obtaining of financing at commercially reasonable rates and terms acceptable to the Buyer in an amount not less than Seventy-Five per cent (75%) of the gross purchase price of One Million Five Hundred Thousand and 00/100 (\$1,500,000.00) Dollars, to be paid by the Buyer in the purchase of the Subject Assets and Inventory as provided herein. The Buyer shall obtain such financing not less than forty-five (45) days prior to the Closing date or any extension thereof mutually agreed to by the parties. The Buyer shall notify the Seller in writing no later than that date and shall provide the Seller with a copy of any commitment letter issued. If by that same date the Buyer fails to obtain such financing and provides Seller documentation reflecting such failure to obtain financing in which event the Buyer shall be returned his deposit and this Agreement shall terminate without further recourse to either of the parties. Buyer shall use good faith reasonable efforts in obtaining such financing, including application to no less than one qualified lending institution for such financing within fifteen (15) days of execution of this Agreement.



- (g) The Landlords executing an Assignment and Approval of the transfer of the existing lease for the present leased space to the Buyer.
- (h) *Purchase Price Adjustments* - Any prepaid expenses, fees, supply contracts, memberships, shall be adjusted pro-rata as of the Closing. An EXHIBIT shall be completed within 30 days of the Closing.
- (i) The business of Seller shall not have been adversely affected by fire, casualty or act of God or otherwise or the real property where the Seller operates since the date of this Agreement preventing the Buyer from substantially operating after Closing.
- (j) The Buyer shall apply for any and all transfers of the current package store licenses with all necessary local, municipal licensing authority(s) within 21 days of the date of the execution of this Agreement and shall provide the Seller's counsel with evidence of the same.
- (k) The Buyer shall have secured any and all transfers of the current package store licenses for operation of the two (2) retail locations from any and all local, state or other authorities within 120 days from the date of the execution of this Agreement and shall provide Seller's counsel with evidence of the same no later than seven (7) days prior to the Closing Date or its extension.

BY THE SELLER

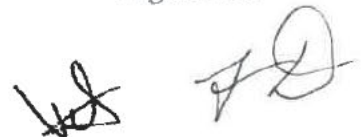
- (a) The Buyer has full power and authority to own, lease, and operate property, to carry on the business as it is now being conducted and to consummate the transactions hereby contemplated.
- (b) This Agreement and all such other instruments and agreements of the Buyer provided for herein, are enforceable in accordance with their terms.
- (c) All necessary authorizations, approvals and consents of all federal, state, municipal, or other governmental entities or other third parties required to be obtained by the Buyer in connection with the transactions contemplated by this Agreement have been obtained, or are waived by the Buyer.

**ARTICLE II**  
**COVENANTS, REPRESENTATIONS AND WARRANTIES**

- 2.01 Seller's Covenants, Representations and Warranties. Seller covenants, represents and warrants to Buyer as follows:



1. *Authorization and Capacity.* Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts with all requisite power and authority to own, lease, and operate its businesses and to carry on its business as presently conducted. Seller has no subsidiaries. The performance of this Agreement and the transactions contemplated hereunder by Seller have been duly authorized by all necessary action on the part of the Seller and this Agreement is binding on and enforceable against Seller in accordance with its terms. No further consent of any shareholder, creditor, investor, judicial or administrative bonds, governmental authority or other party to such execution, delivery, and performance is required. Any person signing below warrants that, unless a representative capacity is set forth in connection with his signature, he is acting for himself alone. Seller warrants that Seller is the owner of the property in fee simple and has the right and power to enter into this Agreement and to carry out the terms hereof.
2. *No Conflicts by Consummation of Agreement.* Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (a) result in a breach of, default under, acceleration of, or imposition of any lien or encumbrance against the Business under any agreement to which Seller is a party or by which Seller is bound or (b) violate any restriction, court order, judgment, law, regulation, charter, by-law, instrument, or agreement to which Seller is subject.
3. *Further Assurances.* Seller from time to time after the Closing at the request of Buyer and without further consideration shall execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably require to more effectively transfer and assign to, and vest in, Buyer each of the Subject Assets. In no event will the provisions of this paragraph constitute a waiver by Buyer of its right to receive at the Closing an effective assignment of each of the leases, contracts, commitments or rights of Seller as otherwise set forth in this Agreement.
4. *Continued Operation.* Seller shall continue to operate the Business, maintaining present services; shall maintain all Business-related property in good repair and working order; shall keep on hand sufficient materials, supplies, equipment, and other personal property for the operation of the Business; and shall maintain in full force and effect and make all payments, and perform, when due, all of Seller's obligations under the operating contracts, the governmental permits, and other agreements affecting or relating to the Business and otherwise in accordance with applicable laws, ordinances, rules, and regulations affecting or relating to the Business. Seller shall deliver the Business at Closing in substantially the same condition as on the date this Agreement was executed, reasonable wear and tear is excepted. None of the personal property or fixtures shall be removed from the Leased Premises unless replaced by personal property or fixtures of equal or greater utility or value. Additionally, Seller will maintain until the Closing Date all insurance coverages it presently covering risks associated with its properties, assets, and business. Further, the Seller shall conduct no "going out of business" sale or "inventory liquidation sale". The



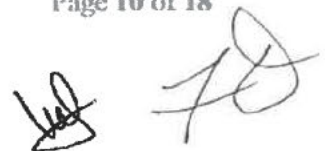
Seller agrees to take no action before the closing date which would void or in any other way terminate the Franchise Agreement.

5. *Marketing.* The Business will continue to be operated, promoted, advertised and marketed substantially in accordance with the present standards of operation, promotion, advertising, and marketing.
6. *Business Relationships & Permits.* Seller shall use its best efforts to preserve in force all existing permits and shall timely file proper applications for renewal of any permit expiring prior to the Closing date. If any such permit shall be suspended or revoked, Seller shall promptly so notify Buyer and shall take all measures necessary to cause the reinstatement of such permit without any additional limitation or condition.
7. *No Outstanding Litigation or Conflicts.* Seller represents and warrants that to the best of knowledge as of the effective date, there are no suits, arbitration proceedings, other proceedings, or governmental investigations pending against it that adversely affect its right or ability to enter into this Agreement or to consummate the sale of the assets in accordance with the terms of this Agreement.
8. *Title.* Seller or an entity of which Seller retains all ownership and control has good and marketable title to the personal property and all personal property has been fully paid for without liens or pledge as collateral except as identified.
9. *Operating Liabilities.* All liabilities for taxes, unemployment compensation contributions, and assessments incurred by Seller in connection with the operation of the Business through the date of the Closing hereunder shall, unless otherwise provided herein to the contrary, be paid prior to or at Closing by Seller.
10. *Payment for Labor, Goods, and Services.* Seller will have paid or will pay in full before or, in any event, no later than thirty (30) days after Closing all bills and invoices for labor, goods, and services of any kind relating to the Business or any portion thereof, and utility charges relating to the period prior to the Closing.
11. *Indemnification.* Seller covenants to indemnify Buyer and its affiliates, successors and assigns and defend and hold them harmless from and against all claims, obligations, liabilities, damages, losses, costs and expenses whatsoever, including reasonable attorneys' fees arising out of any act or omission occurring prior to Closing or any material inaccuracy or omission of any material fact in any of the covenant, representations or warranties made by Seller herein or in any related documents.
12. *Personal Property.* All equipment, machinery, furniture and other personal property used in the Business is being sold to the Buyer in its condition at the time of the execution of this



Agreement. The Seller also warrants that all work has been done in a good and workman like manner. As of the date of the closing all equipment, furniture, fixtures, furnishings and utility services will be operable.

13. *Truth of Representations.* Seller hereby represents and warrants to Buyer and Shareholders as to the truth and accuracy of the warranties, covenants and representations made.
  14. *Survivorship of Representations, Warranties and Covenants.* The parties are not relying upon any representation, warranty, contract, promise or information, written or oral, made by any person other than as specifically written in this Agreement. Such covenants, representations and warranties provided herein shall survive the Closing.
  15. *No Brokers Fee.* Seller has not incurred or become liable for any broker's commission or finder's fee relating to or in connection with the transactions contemplated by this Agreement nor dealt with any Broker in relation to the proposed transaction.
  16. *Utilities.* Seller will, as of the closing date, have paid and made current and discharged all bills for utilities to the leased premises including but not limited to natural gas, electricity, telephone and cable.
- 2.02 Buyer's Covenants, Representations and Warranties. Buyer covenants, represents and warrants to Seller as of as follows:
1. *Organization of Buyer.* At the time of the closing, the Buyer shall be either an individual or a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts or otherwise validly doing business in the Commonwealth of Massachusetts with full corporate power to own or lease its properties and to conduct its business in the manner and in the places where such properties are owned or leased or such business is conducted by it.
  2. *Authorization and Capacity.* The performance of this Agreement and the transactions contemplated hereunder by Buyer have been duly authorized by all necessary action on the part of the Seller and this Agreement is binding on and enforceable against Buyer in accordance with its terms. No further consent of any shareholder, creditor, investor, judicial or administrative bonds, governmental authority or other party to such execution, delivery, and performance is required. Any person signing below warrants that, unless a representative capacity is set forth in connection with his signature, he is acting for himself alone.
  3. *Litigation.* There is no litigation or governmental or administrative proceeding or investigation pending or, to its knowledge, threatened against Buyer which would prevent or hinder the consummation of the transactions contemplated by this Agreement.



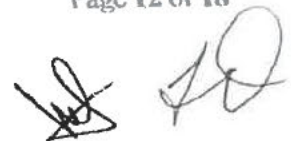
4. *No Brokers Fee.* Buyer has not incurred or become liable for any broker's commission or finder's fee relating to or in connection with the transactions contemplated by this Agreement nor dealt with any Broker in relation to the proposed transaction.
5. *Confidentiality.* Buyer agrees that, unless and until the Closing has been consummated, Buyer and its officers, directors, managers, agents and representatives will hold in strict confidence, and will not use any financial, confidential or proprietary data or information obtained from Seller or the shareholders of Seller with respect to the business or financial condition of Seller, except for the purpose of evaluating, negotiating and completing the transaction contemplated hereby. Confidential Information for purposes of this Agreement shall include, but not be limited to, financial information, lists, charts, know-how, work-in-progress, trade secrets, business methods and processes, legal documents or any other matter relating to the business of either party, including the fact that the Buyer and Seller are parties to this Agreement and the agreements contemplated thereby. Information generally known in Seller's industry or which has been disclosed to Buyer by third parties which have a right to do so shall not be deemed confidential or proprietary information for purposes of this Agreement. If the transaction contemplated by this Agreement is not consummated, Buyer will return to Seller (or certify that it has destroyed) all copies of such data and Confidential Information, including, but not limited to, financial information, customer lists, business and corporate records, worksheets, test reports, tax returns, lists, memoranda and other documents prepared by or made available to Buyer in connection with the transaction. In the event the contemplated transaction does not occur, Buyer will in no way employ such information gained in the course of negotiation and execution of this Agreement, whether as an employee, owner, consultant, or agent, in the operation of a business competing directly or indirectly with the Seller. No announcement of this Agreement or the sale contemplated by it shall be made by either party hereto until after the Closing has occurred. This paragraph shall survive the termination of this Agreement regardless of the reason.
6. *Enforceability.* The execution and delivery of this Agreement and any other instruments and agreements provided for herein, and the performance of the its obligations hereunder, shall be valid and binding obligations of the Buyer enforceable against the Buyer in accordance with the respective terms and the execution, delivery and performance of this Agreement and any other instruments and agreements provided for hereunder will not violate or constitute a default under any law or under any material contract, indenture, lease, sublease or loan agreement to which the Buyer is a party or by which it is bound or violate any order, writ, injunction, decree, law, statute, rule or regulation applicable to the Buyer.
7. None of the representations or warranties made by Buyer contained in this Agreement or in any document to be delivered pursuant hereto contains or will contain any untrue statement of material fact, or omits to state a material fact misleading to the Seller.



8. *Indemnification.* Buyer covenants to indemnify Seller and its affiliates, successors and assigns and defend and hold them harmless from and against all claims, obligations, liabilities, damages, losses, costs and expenses whatsoever, including reasonable attorneys' fees arising out of any act or omission occurring prior to Closing or any material inaccuracy or omission of any material fact in any of the covenant, representations or warranties made by Buyer herein or in any related documents.

**ARTICLE III**  
**TERMINATION OF AGREEMENT**

- 3.01. Termination. At any time prior to the Closing, this Agreement may be terminated as follows:
1. By mutual written consent of all of the parties to this Agreement;
  2. By Buyer, pursuant to written notice by Buyer to Seller, if any of the conditions or obligations of the Seller set forth in Section 1.08 of this Agreement have not been satisfied at Closing unless the provisions of Section 1.08 require an earlier date of notice of termination from Buyer to Seller, such written notice to set forth such conditions which have not been or will not be so satisfied.
  3. By Seller, pursuant to written notice by Seller to Buyer, if any of the conditions or obligations of the Buyer set forth in Section 1.08 of this Agreement have not been satisfied at the Closing, unless the provisions of Section 1.08 require an earlier date of notice of termination from Seller to Buyer such written notice to set forth such conditions which have not been or will not be so satisfied.
  4. By the Buyer, in the event that the Buyer determines that the warranties, covenants and representations of the Sellers required by Section 2.01 above are not accurate or cannot be validly made or enforceable against the Seller.
  5. By the Seller, in the event that the Seller determines that the warranties, covenants and representations of the Buyer required by Section 2.02 above are not accurate or cannot be validly made or enforceable against the Buyer.
- 3.02. Effect of Termination. All obligations of the parties hereunder shall cease upon any termination pursuant to Section 3.01, provided, however, that (i) the provisions of this Agreement concerning the Confidentiality of the certain information related hereunder shall survive any termination of this Agreement; and (ii) nothing herein shall relieve any party from any liability for a material error or omission in any of its representations or warranties contained herein or a material failure to comply with any of its covenants, conditions or agreements contained herein, if such error, omission or failure was willful or deliberate (a "Deliberate Breach"), but in the absence of a Deliberate Breach, the liability of





COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss

June 13<sup>th</sup>, 2023

Before me, the undersigned Notary Public, personally appeared the above-named Frederick R. Dunn as President of 2 D'S TRANSPORT, INC. doing business as FULLER'S PACKAGE STORE, and proved to me through satisfactory evidence of identification being Massachusetts' drivers license to be the person whose name is signed above or on the preceding or attached document, and acknowledged to me that he signed it voluntarily and with authority for its stated purpose.



*[Signature]*  
Mark D. Carchidi, Esq. / Notary Public  
My Commission Expires: April 11, 2025

COMMONWEALTH OF MASSACHUSETTS

*BARNSTABLE* County, ss

June 16, 2023

Before me, the undersigned Notary Public, personally appeared the above named VISHAL SHUKIA and proved to me through satisfactory evidence of identification being Massachusetts' drivers license to be the person whose name is signed above or on the preceding or attached document, and acknowledged to me that he signed it voluntarily and with authority for its stated purpose.



*[Signature]*  
Mark D. Carchidi, / Notary Public  
My Commission Expires: 4/11/2025

*[Handwritten initials/signature]*



**PASSPORT  
PASSEPORT  
PASAPORTE**

**USA**

**UNITED STATES OF AMERICA**

Type / Type / Tipo: **P** Country / País / País: **USA** Passport No. / No. de Pasaporte / No. de Pasaporte: **678505065**

Surname / Apellido / Apellido: **PATEL**

Given Name / Nombre / Nombre: **HARSH MUKESHKUMAR**

Nationality / Nacionalidad / Nacionalidad: **UNITED STATES OF AMERICA**

Date of Birth / Fecha de nacimiento / Fecha de nacimiento: [REDACTED]

P<USAPATEL<<HAR  
6785050654USA98





SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR 3

PASSPORT  
PASSEPORT  
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo: P Country / Païs / País: USA Passport No. / No. de Passeport / No. de Pasaporte: 669581396

Surname / Nom / Apellido: SHUKLA

Given Names / Prénoms / Nombres: VISHAL MADHUSUDAN

Nationality / Nationalité / Nacionalidad: UNITED STATES OF AMERICA



P<USASHUKLA<<VI  
6695813963USA76



October 20, 2023

Vishal M. Shukla  
1 Patricks Way  
Forestdale, MA 02644

To Whom It May Concern:

Mr. Shukla currently holds a line of credit with Cape Cod 5. His available credit on this account is \$340,000.00 at this time. If there is any other correspondence needed, please reach out to the Sandwich Banking Center at 508-833-8837.

Courtney Oslund

A handwritten signature in black ink that reads "Courtney Oslund".

Assistant Banking Center Manager  
Sandwich Banking Center  
Cape Cod 5



Stephen J. DiGianfilippo\*  
Daniel J. Vieira\*  
Roxanne E. Richard\*  
Matthew S. Porter  
Randy J. Spencer  
Michelle L. Tiews  
Ian C. Hedges

480 Turnpike Street  
South Easton MA 02375  
Phone: 508-238-2510  
Fax: 508-238-2309

Joseph M DiGianfilippo (1942-2009)

November 17, 2023

Alcoholic Beverages Control Commission  
95 4<sup>th</sup> Street, Suite 3  
Chelsea, MA 02150

Dear Sir/Madam,

Please be advised that the Promissory Note and Pledge attached to the application for Route 6A LLC will be executed upon approval of the application by the ABCC and the town of Truro.

Very truly yours,  
VIEIRA & DIGIANFILIPPO LTD.

A handwritten signature in blue ink, appearing to be "M. Porter", written over the typed name.

Matthew S. Porter, Esq.

# COMMERCIAL PROMISSORY NOTE

\$855,000.00

November 17, 2023

FOR VALUE RECEIVED, the undersigned Route 6A LLC (the "Borrower"), promises(s) to pay to the order of Rockland Trust Company (hereinafter, with any subsequent holder, the "Bank") at an office of the Bank, the sum of Eighty Hundred Fifty Five Thousand and 00/100 (\$855,000.00) Dollars with interest thereon, in accordance with the provisions as indicated below. This Note is the "Note" referred to in the Loan Agreement to which the Borrower and the Bank are parties dated the date hereof (the "Agreement") and reference is made to said Agreement for additional terms applicable hereto. Capitalized terms used in this Note and not otherwise defined herein but defined in the Agreement shall have the same meaning as ascribed to such terms in the Agreement.

**INTEREST RATE:** Interest on the unpaid principal balance of this Note (based upon a year consisting of twelve (12) months of thirty (30) days each and calculated on the actual number of days elapsed) shall accrue at a fixed rate of Five (5%) percent per annum.

**PAYMENT PROVISIONS:** Borrower shall repay all outstanding principal under this Note together with interest accrued thereon in Sixty (60) consecutive monthly payments of principal and interest. The first such monthly installment shall be due and payable \_\_\_\_\_ and each subsequent installment shall be due on the like day of each month thereafter. The final such monthly payment shall be due \_\_\_\_\_ (the "Maturity Date") in an amount equal to the entire unpaid balance of principal plus all unpaid accrued interest.

**PREPAYMENT:** The Borrower may prepay the loan in full at any time without premium or penalty.

**LATE CHARGES:** If Borrower shall fail for more than fifteen (15) days after the date due to make any installment payment of principal or interest on this Note, the Borrower agrees to pay the Bank, upon demand, in addition to all other amounts payable hereunder, a late charge equal to five percent (5%) of the payment due. Late charges are not interest and shall not be subject to refund or rebate or credited against any other amount due.

**APPLICATION OF PAYMENTS; RETURNED ITEMS:** Any payments received by the Bank on account of this Note prior to demand shall be applied first, to any costs, expenses, or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payments so received after demand shall be applied in such manner as the Bank may determine.

**EVENTS OF DEFAULT:** Upon the occurrence of any one or more of the following ("Events of Default"), at the Bank's option and without presentment, demand, notice or protest (all of which are hereby waived), the entire unpaid balance of this Note and all unpaid accrued interest hereunder shall become immediately due and payable and without altering the demand nature of this Note if principal is due on demand:

- (a) The failure by the Borrower to pay when due (or upon demand, if payable on demand) any amount due hereunder or any other amount then owing by the Borrower to the Bank;
- (b) the occurrence of any "Event of Default" under the Agreement.

**RATE OF INTEREST UPON DEFAULT:** The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the per annum rate equal to the aggregate of (a) the interest rate which would otherwise be applicable in the absence of default (b) plus six (6%) percent.

**NO WAIVER:** No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower by the Bank with respect to this Note.

**EXPENSES:** The Borrower will pay on demand all reasonable attorneys' fees and out-of-pocket expenses incurred by the Bank in the administration or enforcement of this Note or the administration or enforcement of any collateral given the Bank to secure this Note (whether or not suit is instituted by or against the Bank).

**RELEASES; NO CONTRIBUTION:** The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

**MAXIMUM RATE OF INTEREST:** If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

**JURISDICTION, ETC.:** This Note shall be governed by the internal laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower submits to the jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure its liabilities to the Bank, or its relationships with the Bank.

**BINDING EFFECT:** This Note shall be binding upon the Borrower and upon its heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

**IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.**

**COMPLETION OF NOTE; MISCELLANEOUS:** The Borrower authorizes the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note. All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is

in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signatures of the Borrower upon any such agreement or document which are transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Borrower with the same effect as if a manually signed original signature.

IN WITNESS WHEREOF, this Commercial Promissory Note is executed under seal as of the date first above written.

WITNESS:

Route 6A LLC

\_\_\_\_\_

\_\_\_\_\_

Vishal Shukla, Manager



## ASSIGNMENT AND PLEDGE OF LIQUOR LICENSE AND ALCOHOL INVENTORY

This ASSIGNMENT AND PLEDGE (this "Assignment") is entered into on the \_\_\_\_ day of November, 2023 by Route 6A LLC (hereinafter called "Pledgor") in favor of Rockland Trust Company (hereinafter called the "Lender").

In consideration, of financial accommodations made or to be made by Lender to Pledgor, the Pledgor does hereby all alcohol (the "License") and all alcohol and the like now or in the future acquired by Pledgor or used in connection with the License (collectively, the "Inventory") with respect to the ownership and operation of a convenience store business located in Truro, Massachusetts. This assignment and pledge shall be a first pledge and security interest to the Lender and shall be evidenced and secured in part by a pledge of the License by Pledgor to the Lender to be recognized by the Town of Truro and the Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts (together, the "Authorities"). This assignment and pledge secures the following "Obligations:"

- a. the payment of \$855,000.00 with interest thereon, as provided in a promissory notes and line of credit dated of even date herewith issued by the Pledgor to the order of the Bank, including all renewals, modifications, restatements and extensions thereof, (as the said promissory note may hereafter be amended, the "Note");
- b. all other obligations, indebtedness and liabilities of the Pledgor to the Bank owing at any time, liquidated or unliquidated, each of every kind, nature and description, and the performance by Pledgor of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under any agreement now existing or hereafter established between Pledgor and the Bank, and whether denominated secured or unsecured, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, certain or contingent, due or to become due, whether now existing or hereafter arising. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Pledgor or due from Pledgor to the Bank from time to time and all costs and expenses owing to the Bank;
- c. the performance and observance by Pledgor of each and every covenant, condition and obligation contained in the Note and any other document executed by the Pledgor in connection with any of the Obligations;

all liabilities of Pledgor to the Bank, whether now existing or hereafter arising, under any foreign exchange contract, interest rate swap, cap, floor or hedging agreement, or other similar agreements (including but not limited to breakage and make-whole fees), and all obligations of Pledgor to the Bank under any credit card services agreements or agreements relating to the processing of automated clearing house transactions, together with all fees, expenses, charges and other amounts owing by or chargeable to Pledgor under any such agreements and all liabilities of Pledgor to the Bank to repay overdrafts and other amounts due to the Bank under any existing or future agreements relating to cash management services;

The Pledgor represents and warrants to Lender as follows:

1. The Pledgor has the power and authority to enter into this Assignment.

2. Neither the License nor the Inventory is subject to any prior lien or encumbrance. The undersigned will not transfer, agree to or apply for a transfer, pledge, sale or other disposition of the License or any ownership or beneficial interest therein, in whole or in part, to any other individual or entity for so long as any Obligations remain outstanding, without the prior written consent of the Lender. The Pledgor also shall make all payments to suppliers, wholesalers or other providers of the Inventory so that no lien arises in connection therewith to such entities, including without limitation any lien recognized the Authorities as being superior to this Assignment.
3. The Pledgor will pay when due all taxes, charges, liens and assessments against the License, the Inventory or both, or the beverages authorized to be sold under the License. The Pledgor will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse.
4. The Pledgor shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including, but not limited to, any action taken by any local or state regulatory agencies, including without limitation the Authorities, which in any manner restricts the use of the License.
5. The Pledgor will comply with all applicable laws and regulations, including without limitation those of the Authorities, with respect to the License or its use, or with respect to the Inventory.
6. The Pledgor agrees to do such further acts or execute such further documents as may be determined necessary by the Lender to perfect the interests granted herein, including without limitation, completing, executing, filing (and payment of all associated filing or related fees) and prosecuting with all due diligence any applications for approval of this Assignment by the Authorities.

Upon the default in any of the obligations, representations or warranties of the undersigned to the Lender hereunder or under any of the Obligations, and the giving of any required notice and the expiration of any grace or cure period (an "Event of Default"), the Lender shall have any and all rights provided by such documents or by law, including those of a secured party under the Uniform Commercial Code and a pledgee under the rules and regulations of the Authorities. The Lender shall have the right to apply the proceeds of any disposition of the License, the Inventory or both, to the payment of any of the Obligations, after deducting therefrom the expenses relating to such sale or disposition, including court costs and attorney's fees.

The Pledgor hereby grants the Lender an irrevocable power of attorney, coupled with an interest, to endorse the name of the Pledgor on any and all documents and to take in the name of the Pledgor all actions deemed necessary by Lender to effectuate the prompt transfer of the License and disposal of the Inventory, or both, following the occurrence of an Event of Default; such documents and actions may include but shall not be limited to the completing, executing and filing with the Authorities of applications for the transfer of the License, the appearance at hearings of the Authorities or other bodies having jurisdiction over the License, the assembling, completing and filing of tax-related returns and forms reasonably required to be completed and filed in connection with the transfer of the License or disposition of the Inventory, and interacting with all governmental authorities on behalf of the Lender in connection therewith.

The rights and remedies of the Lender are cumulative and not alternative, and may be exercised concurrently or successively. The Lender assumes no obligation with respect to the License, the

Inventory, or the sale of beverages thereunder, and the undersigned agrees to hold the Lender harmless from any and all costs and expenses incurred by reason of this Agreement which shall be added to the loan balance.

All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if given in the manner applicable to notices under the Note.

Applicable law; jurisdiction: this agreement is intended to take effect as a sealed instrument and has been executed or completed and is to be performed in Massachusetts and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the internal laws of the commonwealth of Massachusetts without regard to conflicts of laws principles. Borrower hereby submits to the jurisdiction of each state and federal court which sits in Massachusetts and agrees that service made in accordance with the notice provisions of this agreement shall be proper service.

WITNESS the execution hereof under seal as of this \_\_\_\_, November 2023

WITNESS:

PLEDGOR:  
Route 6A LLC

\_\_\_\_\_  
Matthew S. Porter

By: \_\_\_\_\_  
Vishal Shukla, Manager

## LEASE

This Lease is entered into as of \_\_\_\_\_ between TRURO CENTRAL VILLAGE, LLC, a Massachusetts limited liability company having an address of 52 Corn Hill Road, Truro, MA 02666 (the "Landlord") and ROUTE 6A LLC having an address of 180 Route 6A, Orleans, MA 02653 (the "Tenant").

### ARTICLE 1

#### *Reference, Data, and Exhibits*

#### 1.1 Data:

- a) Premises: The front middle commercial unit consisting of 1086 square feet of first floor space and 1500 square feet of basement storage space at 300 Route 6, Truro, Massachusetts 02666 historically occupied by the business known as "Fuller's Package Store" to which reference is made herein for the sole purpose of identifying and defining, the premises hereunder.
- b) Contingency: This Lease is contingent upon the completion of the purchase and sale transaction as described in a Purchase & Sale Agreement dated June 13, , 2023 by and between 2 D's Transport, Inc. as Seller and Tenant, as Buyer for the purchase and sale of the retail seasonal package store now known as "Fuller's Package Store" and operated at 300 Route 6, Truro (the "Purchase & Sale Agreement").
- c) Original Term: Ten (10) years -commencing no later than seven (7) days from the date of full and final approval of the transfer of the Liquor License as described in the Purchase and Sale Agreement and terminating \_\_\_\_\_ 2033.
- d) Option Periods: The Tenant shall have the option to renew this lease for two (2) additional five (5) year periods by giving notice to the Landlord as provided herein.
- e) Rent:  
The rent for year 1 of the term shall be \$33,600.00 annually (\$2,800.00 monthly). Thereafter, the rent for each year will increase by an amount equal to the annual percentage increase in the "Consumer Price Index for Urban Wage Earners and Clerical Works U.S. City Average" all items (1967=100)" (hereinafter referred to as the "Price Index") published by the Bureau of Labor Statistics of the U.S. Department of Labor. The base of the index for computation of the rent increase shall be the price index at the commencement of the prior rental year.
- f) Security Deposit: None.
- g) Use of Premises: The Tenant shall use the Premises for the operation of a retail liquor store and shall not sell items unrelated to such business.
- h) Tenant's Trade Name: Fuller's Package Store

- i) Tenants Insurance:
  - a. General Liability: \$500,000 - \$1,000,000
  - b. Property Damage: \$100,000(Sec Article VII)
  
- j) Landlords Insurance: Landlord shall maintain insurance for the building, fixtures, and equipment for an amount not less than 80% replacement cost and liability coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 policy aggregate. Landlord shall provide Tenant with a Certificate of Insurance if requested. All policies of insurance maintained by Landlord shall be issued by an insurer qualified to do business in the Commonwealth of Massachusetts and in good standing therein.
  
- k) Address for Notices, LANDLORD: 52 Corn Hill Road, P.O. Box 1016, Truro, MA 02666
  
- l) Address for Notices, LESSEE: 180 Route 6A, Orleans, MA 02653.
  
- 1.2 Effect of Reference to Data: Each reference in this Lease to any of the terms contained in Section 1.1 shall be construed to incorporate the data stated therein.
  
- 1.3 Exhibits: The exhibits listed in this Section and attached to this Lease are incorporated by reference and are a part of this Lease.

EXHIBIT A. Plan showing the Leased Premises.

EXHIBIT B. Legal description of the land upon which the Leased Premises are located.

## **ARTICLE II**

### *Premises*

2.1 Premises: Landlord hereby leases to the Tenant, subject to and with the benefit of the terms, covenants, conditions and provisions of the Lease. The store premises described in Section 1.1 as the "Premises" situated within the premises delineated on Exhibit A and all appurtenances, including but not limited to any and all parking facilities, common facilities, and the like.

2.2. Warranties of Title: Landlord warrants that Landlord has good title to the premises to be delivered to the Tenant and that the Landlord knows of no restrictions, easements or encumbrances that would interfere with the Tenants intended use of the premises, that the property is in a business zoned district that allows for the intended use by the Tenant and to the Landlord's best knowledge and belief the property will at the time of delivery to Tenant conform to all building codes and zoning provisions other than those which the Tenant is required to complete as herein described.

### **ARTICLE III**

#### *Terms of Lease*

3.1 Original Term, Commencement Date: The original term of this Lease shall be the number of years set forth in Section 1.1 as the "Original Term" plus that fraction of a month remaining after the Commencement Date during the month in which the Commencement Date shall occur: provided, however, if the Commencement Date shall occur on the first day of a month then the Original Term shall be only the number of years set forth in Section 1.1.

3.2 Option Terms: So long as Tenant shall not be in default hereunder, Tenant shall have the right at its election to extend the Original Term (or then current term) for an additional number of years shown as "Option Period(s)" in Section 1.1 commencing upon the expiration of the Original Term (or then current term) provided that Tenant shall give Landlord notice of the exercise of its election at least 60 days prior to the expiration of the Original Term (or then current term). Prior to the exercise by Tenant of any election to extend the Original Term (or renewal term), the expression "the lease term" shall mean the Original Term as set forth in Section 1.1; after the exercise by Tenant of any such election the expression "the lease term" or any equivalent expression shall mean the Original Term as it may have been then extended. Except as expressly otherwise provided in this Lease, all agreements and conditions in this lease contained shall apply to the additional period or periods to which the Original Term shall be extended as aforesaid. If Tenant shall give notice of the exercise of an election in the manner and within the time provided aforesaid the Original Term shall be extended upon the giving of the notice without the requirement of any action on the part of Landlord.

### **ARTICLE IV**

#### *Rent*

4.1 Rent: Tenant shall pay Landlord Rent during the Original Term and any extensions in the amounts set forth in Section 1.1, payable in monthly installments of one- twelfth (1/12) thereof, in advance upon the first day of each calendar month (the "Rent Day") included within the lease term.

Rent for any fraction of a month at the commencement and termination of the lease term shall be prorated. All rent and other payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to the address where notices to Landlord are required to be sent unless Landlord directs otherwise.

4.2 Security Deposit: None.

### **ARTICLE V**

#### *Common Area*

5.1 Use: Landlord agrees that Tenant may during the term hereof, together with all others lawfully entitled thereto, have the non-exclusive right to use the parking facilities and any other common areas and facilities contained within premises for the purposes designated by Landlord and for the accommodation and parking of such automobiles of Tenant, its officers, agents, employees, and customers while shopping in the leased premises. Landlord reserves the right to establish rules for the common good of all tenants, such as designating parking areas for employees to leave adequate parking for customers. Tenant may maintain the existing roof signage and the existing ladder signage on the large Truro Central Village sign, and subject to the provisions of the Town of Truro sign code or other applicable regulations. The basement storage area shall be utilized for the storage of liquor store merchandise for this location only. Tenant shall be permitted to have an ice machine outside of the Premises but not an ATM.

5.2 Maintenance: The Landlord shall operate, manage, equip, police, repair and maintain the common areas for their intended purposes in such manner as the Landlord shall in its sole discretion determine. The Landlord however shall not be responsible for snow removal.

## ARTICLE VI

### *Utilities/Waste Disposal*

6.1 Payment of Utilities: From the commencement date on the Tenant shall pay for all of its electricity and telephone bills and shall pay for one-half ( $1/2$ ) of the oil fueled heat expense during the months the store is open for business, and one-third ( $1/3$ ) of such expense during the months the store is closed.

6.2 Waste Disposal: Tenant will provide and maintain its own dumpster which shall be placed in a location designated by Landlord and convenient to the Tenant's Premises. Tenant shall be responsible for all cost associated with said dumpster.

## ARTICLE VII

### *Tenant's Additional Covenants*

7.1. Affirmative Covenants: The Tenant covenants at all times during the lease term and such further time as the Tenant occupies the Premises or any part thereof:

- (a) To perform promptly all of the obligations of the Tenant set forth in this Lease; and to pay when due rent and all charges, rates and other sums which by the terms of this Lease are to be paid to the Landlord.
- (b) To operate its business in the Premises under the Tenant's Trade Name, as set forth in Section 1.1; and to conduct its business at all times in a high grade and reputable manner.
- (c) To save the Landlord harmless and indemnified from all injury, loss, claims or

damage to any person or property while on the Premises unless arising from any omission, fault, negligence or other misconduct of the Landlord; to save the Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property anywhere occasioned by any omission, neglect or default of the Tenant; to maintain with responsible companies qualified to do business in the Commonwealth of Massachusetts and in good standing therein, Comprehensive Public and Liquor Liability insurance covering the Premises insuring the Landlord as well as the Tenant with limits at least equal to amounts set forth in Section 1.1. Tenant shall also maintain workmen's compensation insurance covering all its employees working at the Premises. Tenant shall provide Landlord with certificates for such insurance upon request.

- (d) To maintain with responsible companies qualified to do business in the Commonwealth of Massachusetts, fire insurance covering all of the Tenant's fixtures, furniture, furnishing, and equipment in the Premises.
- (e) To permit the Landlord and its agents to enter the Premises at reasonable times with a minimum of 24 hours advance notice to show the Premises to prospective purchasers and lenders, for the purpose of inspecting the same and making any repairs; for the purpose of assuring Tenant's compliance with its obligations hereunder: and to exercise Landlord's rights and obligations under this Lease, provided that no notice shall be required in the event of an emergency. The Landlord hereby agrees that no entry shall result in unreasonable interference with the conduct of business in the Premises; and no forceable entry will be made except to prevent injury to persons of substantial damage to property.
- (f) To permit Landlord and its agents to enter the Premises at reasonable times with a minimum of 24 hours advance notice to show the Premises to prospective tenants and post for rent signs during the period sixty (60) days before the expiration of the final lease term. The Landlord hereby agrees that no entry shall result in unreasonable interference with the conduct of business at the Premises.
- (g) To remove all goods and effects as are not permanently affixed to the Premises and peaceably to yield up the Premises and all alterations and additions thereto and all fixtures, furnishings, floor covering and equipment which are permanently affixed to the Premises which shall thereupon become the property of the Landlord at the termination of this Lease.
- (h) Upon the request of the Landlord, to execute and deliver all such instruments as may be appropriate to subordinate this Lease to any mortgages or deeds of trust securing notes or bonds issued by the Landlord and to all advances made thereunder and to the interest thereon and all renewals, replacements and extensions thereof, provided that the mortgagee shall agree to recognize this Lease in the event of foreclosure if the Tenant is not in default.

7.2 Negative Covenants: Notwithstanding any other provisions of this Lease, the Tenant covenants and agrees that it will not assign this Lease or Sublet (which terms



without limitation, shall include the granting of concessions licenses, and the like) the whole or any part of the Premises without in each instance having first received the express written consent of the Landlord, which consent Tenant understands and agrees the landlord may withhold in its sole discretion. Furthermore, it is understood and agreed that any consent of Landlord to a particular assignment or subletting shall not constitute consent to any subsequent assignment or subletting.

## **ARTICLE VIII**

### *Repairs*

8.1 Landlord: Landlord agrees to keep in good order, condition and repair the foundations and structural portions (including exterior walls and canopies) of the Premises and any pipes, ducts, conduits and wire leading through the Premises and serving other parts of the Premises, if any. Landlord shall also make all repairs to the roof of the Premises. Notwithstanding the foregoing, however, Tenant, not Landlord, shall make all repairs to the property which Landlord is required to maintain which may be required as a result of any act or negligence of Tenant, its employees, agents, licensees or contractors. The provisions of this Section 8.1 shall not apply in case of damage or destruction by fire or other casualty or by eminent domain in which event the obligation of the Landlord shall be controlled by Article X.

8.2 Tenant: Tenant agrees that from and after the date the Premises have been made available to Tenant and until the end of this Lease, it will keep the interior and exterior Premises neat and clean of all trash, and maintain that portion of the Premises which Tenant is required to maintain as hereinafter set forth in as good condition and repair as the same are in the commencement of the term, reasonable wear and tear and damages by casualty and taking by public authority excepted. The Tenant shall be required to maintain the interior of the Premises, all plumbing, and equipment within the Premises, fixtures and interior walls, floors, and floor coverings, ceilings, signs, all wiring, electrical systems, the heating and air conditioning system, interior building appliances, similar equipment, and all other property, equipment, fixtures, and portions of the Premises which Landlord is not required to maintain pursuant to Section 8.1 above.

## **ARTICLE IX**

### *Damage and Eminent Domain*

9.1 Fire or Other Casualty: In case the Premises or any part thereof shall be damaged or destroyed by fire or other casualty or ordered to be demolished by the action of any public authority in consequence of a fire or other casualty, this Lease shall unless it is terminated as provided below in this Section remain in full force and effect and the Landlord shall at its expense, proceeding with all reasonable dispatch, repair or rebuild. The Premises so as to restore them to the condition they were in immediately prior to such damage, destruction or demolition. The Tenant shall at its expense, proceed with all reasonable dispatch, repair or replace such of its fixtures, furniture, furnishings, floor coverings and equipment as may have been damaged or destroyed. There shall be a reasonable abatement of the Rent payable from the time of the damage or destruction until completion of the repairs or rebuilding to be made by the Landlord in the same proportion as the unoccupied or damaged portion of the Premises bears to the whole.

In case the building in which the Premises are situated is destroyed or so damaged by fire or other casualty insured under the Landlord's fire and extended coverage insurance policy as to render more than fifty percent (50%) thereof uninhabitable or in case the Premises or said building shall be materially damaged by any casualty other than those covered by such insurance policy, or in case any insurance proceeds received by Landlord shall be insufficient in Landlord's sole judgment to complete such repair restoration, the Landlord or the Tenant may at its election, by notice to the other party given within sixty (60) days after such destruction or damage terminate this Lease.

9.2 Eminent Domain: If the premises are taken or condemned for any public purpose or for any reason whatsoever, to such extent it is uninhabitable or no longer suitable for operation of Tenant's business, the Tenant shall have the option to terminate this Lease effective as of the date of the taking or condemnation. If the taking or condemnation does not render the Premises unable to be occupied or unsuitable this Lease shall continue in effect and Landlord shall promptly restore the portion not taken to the extent possible to the condition existing prior to the taking. If, as a result of such restoration, the area of the Premises is reduced, the rental shall be reduced proportionately. All proceeds from any taking or condemnation shall be paid to Landlord. Tenant waives all claims against such proceeds.

## **ARTICLE X**

### *Defaults by Tenant and Remedies*

10.1 Events of Default: The occurrence of any one of the following events shall constitute a default of this Lease by Tenant:

- (a) Failure of Tenant to pay when Rent due and such failure continues for a period of ten (10) business days after written notice thereof by Landlord to Tenant;
- (b) Failure of Tenant to comply with any provision of this Lease, other than payment of rent, and such failure shall continue for thirty (30) days after receipt of written notice by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, Tenant shall not be in default if Tenant commences such cure to completion;
- (c) Vacating or abandonment of all or a substantial portion of the leased Premises;
- (d) The attachment execution or other judicial seizure of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

10.2 Self-Help: Neither party shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed other than an obligation to pay money, including but not limited to those obligations specified in Article XIII herein, or shall not cure such default within thirty (30) days after

notice specifying the default or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence) either party may, at its option without waiving any claim for breach of agreement, at any time thereafter cure such default, and any amount paid or any contractual liability incurred by either party in so doing shall be deemed paid or incurred for the account of such party, and such party on whose behalf the curing of the default was made agrees to promptly reimburse the other therefor or hold the other harmless therefrom. However, either party may cure such default as aforesaid prior to the expiration of said waiting period but after notice to the other, if the immediate curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or any interest thereon, or to prevent injury or damage to persons or property.

10.3 Remedies in Event of Default: Upon the occurrence of any event of default, Landlord shall have the option to do any one or more of the following without any notice or demand, in addition to and not in limitation of any other remedy permitted by law or this Lease:

Terminate this Lease in which event Tenant shall have thirty (30) days to surrender the leased Premises to Landlord. If Tenant shall fail to do so, Landlord may without notice and prejudice to any other remedy available enter and take possession of the leased Premises and remove Tenant or anyone occupying the leased Premises and its effects without being liable to prosecution or any claim for damages. Tenant agrees to indemnify Landlord for all loss and damage suffered by Landlord because of such termination whether through inability to relet the leased Premises or otherwise, including any loss of rent for the remainder of the term of this Lease.

## **ARTICLE XI**

### *Miscellaneous Provisions*

11.1 Covenant of Quiet Employment: Tenant, subject to the terms and provisions of this Lease, on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Landlord. It is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon the Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder.

11.2 Delays: The time for the performance of any act required to be done by either party (other than a payment of money) shall be extended by a period equal to any delay caused by or resulting from Act of God, war, civil commotion, fire, casualty, labor difficulties, shortage of labor or materials or equipment, governmental regulation, act or default of the other party, or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or otherwise. In any case where work is to be paid for out of insurance proceed or condemnation award, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for delays in the collection of such proceeds and awards.

11.3 Status Report: Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgages, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time will promptly furnish a written statement that the lease is full force and effect and is unmodified except as otherwise stated; that, in the case if the Tenant, the Tenant has accepted possession of the Premises: that no rent under the Lease has been paid more than 30 days in advance of its due date; and that the party has no charge, lien, or claim of offset under the Lease or otherwise. against rents or other charges due or to become due thereunder.

11.4 Assignment of Rents: With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage on the Premises, the Tenant agrees:

- (a) that the execution thereof by Landlord and the acceptance thereof by the holder of such mortgage, shall never be deemed an assumption by such holder of any of the obligations of the Landlord hereunder, unless such holder shall, by written notice sent to Tenant, specifically otherwise elect; and
- (b) that, except as aforesaid, such holder shall be treated as having assumed the Landlord's obligation hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises.

11.5 Holding Over: If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the lease term without any agreement in writing between Landlord and Tenant with respect thereto, prior to acceptance of rent by Landlord, the person remaining in possession shall be deemed a tenant at sufferance; and after acceptance of rent by Landlord, the person remaining in possession shall be deemed a tenant from month to month subject to the provisions of this Lease insofar as the same may be made applicable to the tenancy from month to month.

11.6 Waivers: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party any time, express or implied of any breach of any provisions of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time. Without limiting the generality of the foregoing, if any restrictions contained in this Lease for the

benefit of either party shall be violated said party, without waiving any claim for breach of agreement against the other party, may bring such proceedings as it may deem necessary, either at law or in equity, in its own name or in the name of the other party, against the person violating said restriction.

11.8 Notices. Any notice and other communication given pursuant to the provisions of this Lease shall be deemed to have been given only if in writing and sent via overnight delivery or mailed by certified mail or registered mail, return receipt requested, postage prepaid, and except as may be expressly otherwise provided in this Lease, any such notice or other communication shall be deemed given when sent as provided above. The addresses of Landlord and Tenant to which notices shall be sent are as set forth in Section 1.1 or as shall by such notice be amended from time to time by Landlord or Tenant.

11.9 Lease not to be recorded. The Tenant agrees that it will not record this Lease. The Landlord and the Tenant shall execute and deliver a recordable Notice of this Lease in such form, if any as may be permitted by applicable statute and such notice may be recorded by either party at its expense.

11.10 Applicable Law and Construction. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease, and the application of such provisions in other circumstances, shall not be affected thereby. There are no oral or written agreements between the Landlord and the Tenant affecting this Lease. This Lease may be amended only by instruments in writing executed by the Landlord and the Tenant. The Landlord shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken thereunder, a partner of the Tenant in its business or otherwise or a joint venture or a member of any joint enterprise with the Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in constructing this Lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be constructed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. Whenever the singular is used and when required by the context it shall include the plural, and the neuter gender shall include the masculine and feminine. If there be more than one tenant the obligations imposed by this Lease upon the Tenant shall be joint and several.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals on this day of \_\_\_\_\_, 2023.

LANDLORD:  
TRURO CENTRAL VILLAGE, LLC

TENANT:  
ROUTE 6A LLC

By:

By:

\_\_\_\_\_  
Claire A. Perry, Manager

\_\_\_\_\_  
Vishal Shukla, Manager

\_\_\_\_\_  
Carmine J. Rende, Manager

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# LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The TOWN of TRURO

MASSACHUSETTS

HEREBY GRANTS A

## RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

Not To Be Drunk On the Premises

To 2 d's Transport Inc. dba Fuller's Package Store

Frederick R. Dunn, Manager

on the following described premises

Single-story building with two rooms, full basement

for storage. Located at 300 Route 6, Truro.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires January 15th 20.24., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 28th day of March 20.23.

The Hours during which Alcoholic Beverages may be sold are

From Monday - Saturday

8:30am-11:00pm

Sunday 10:00am-11:00pm.

ABCC LIC. #00012-PK-1292

*Kim Reed*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Town Clerk

**REQUESTOR:** Elisabeth Verde, Town Clerk

**REQUESTED MEETING DATE:** December 12, 2023

**ITEM:** Board of Registrars Appointments

**EXPLANATION:**

MGL Chapter 51, Section 18 reads: “Registrars of voters shall be so appointed that the members of the board shall represent the two leading political parties, and in no case shall an appointment be so made as to cause a board to have more than two members, including the city or town clerk, of the same political party.”

Two Republican Board of Registrars, Julie Cataldo and Heather Harper were recently appointed on October 10, 2023, with an expiration of December 12, 2023. There are now two registered republican voter representative vacancies as of this date.

Tim Hickey, Republican Committee Chair, is presenting a list of candidates for the representation of candidates on the Board of Registrar who are registered republicans in the Town of Truro so that both political parties are equally represented on the Board of Registrar.

The Select Board is the appointing authority.

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

**IMPACT IF NOT APPROVED:** Vacancies will remain, and the Board of Registrars will not have the complement of members prescribed MA General Law.

**SUGGESTED ACTION:** MOTION TO appoint {insert name here} to the Board of Registrars for an unexpired three-year term ending on March 30, 2025.

**ATTACHMENTS:**



1. List of Republican Candidates for Board of Registrars
2. MGL Chapter 51, Sections 15, 17 and 18
3. Select Board Appointment Policy #13



Monday November 13, 2023

From: Timothy J. Hickey, Chair  
Truro Republican Town Committee

To: Kristen Reed, Chair  
Truro, MA Select Board

CC: Elisabeth Verde, Town Clerk  
Truro, MA

RE: Notice of Two Vacancies on the Board of Registrars

Dear Ms. Reed,

We received your request for six candidates to be interviewed for selection and appointments to the Truro BOR. At our last Truro Republican Town Committee Meeting, the following six candidates were motioned in, according to Robert's Rules of Order, seconded and unanimously approved.

The six Republican Candidates for Truro Board of Registrars are:

Dennis O'Brien - 24 Bayberry Rd.		
Steve Sollog - 13 Fishermans Rd.		
Bonnie Sollog - 13 Fishermans Rd.		
Fran Johnson - 14 Moses Way		
Caren Garvan - 274 Route 6		
Steven Garvan - 274 Route 6		

Thank you for your service, time and consideration.

Best,

*Timothy J Hickey*

Timothy J. Hickey, Chair  
Truro Republican Town Committee  
Truro, MA



**Timothy J. Hickey**

Chairman of Truro Republican Town Committee

PO BOX 638, N. TRURO MA 02652

Thursday, Dec. 7, 2023

Kristen Reed, Select Board Chair; Select Board of Truro, MA

PO BOX 2030, Truro, MA 02666

RE: Notice of Two Vacancies on the Board of Registrars

Dear Select Board,

We received your request for six candidates to be interviewed for selection and appointments to the Truro BOARD OF REGISTRARS. At our last Truro Republican Town Committee Meeting, the following six candidates were motioned in, according to Robert's Rules of Order, seconded and unanimously approved.

**Addendum: Since we have not had an official response from you with deadlines fast approaching and the holidays also upon us, we as the Truro Republican Town Committee are informing you of our two back up candidates, in addition to the six originally provided. (see below in bold).**

The six Republican Candidates for Truro Board of Registrars are:

Dennis O'Brien - 24 Bayberry Rd. < [REDACTED]

Steve Sollog - 13 Fishermans Rd. < [REDACTED]

Bonnie Sollog - 13 Fishermans Rd. < [REDACTED]

Fran Johnson - 14 Moses Way < [REDACTED]

Caren Garvan – 274 Route 6 < [REDACTED]

Steven Garvan – 274 Route 6 < [REDACTED]

**Back up candidates:**

**Karen Rimondi – 12 Hopkins Way < [REDACTED]**

**Louis Rimondi – 12 Hopkins Way < [REDACTED]**

Best,

Timothy J. Hickey, Chair  
Truro Republican Town Committee Truro, MA  
[REDACTED]

<b>Part I</b>	ADMINISTRATION OF THE GOVERNMENT
<b>Title VIII</b>	ELECTIONS
<b>Chapter 51</b>	VOTERS
<b>Section 15</b>	BOARD OF REGISTRARS IN CERTAIN CITIES AND TOWNS; APPOINTMENT; TERM OF OFFICE

Section 15. Except as provided in section seventeen, there shall be in every city, other than one having a board of election commissioners or an election commission, and in every town a board of registrars of voters consisting of the city or town clerk and three other persons who shall, in a city, be appointed by the mayor, with the approval of the aldermen, and in a town, by a writing signed by the selectmen and filed with the town clerk. When a board of registrars is first appointed, the registrars shall be appointed in February or March for terms respectively of one, two and three years, beginning with April first following. In February or March in every year after the original appointment, one registrar shall be appointed for the term of three years, beginning with April first following.

As the terms of the several registrars expire, and in case a vacancy occurs in the board of registrars of voters, the selectmen or the appointing authority shall so appoint their successors that as nearly as possible the members of the board shall represent the two leading political parties, as defined in section one of chapter fifty; provided, that a city or town clerk

need not be enrolled in a political party; and provided further, that in no case shall an appointment be made as to cause a board to have more than two members, including the city or town clerk, of the same political party. Every such appointment shall be made in a town by the selectmen or the appointing authority from a list to be submitted to them by the town committee of the political party from the members of which the position is to be filled, containing the names of three enrolled members of such party resident in the town, selected by a majority vote at a duly called meeting, at which a quorum is present, of such committee; and every member of a board of registrars of voters shall serve until the expiration of his term and until his successor has qualified; provided, however, if the chairman of the town committee has not submitted such list to the selectmen or the appointing authority within forty-five days after a notification to said chairman by certified mail, the selectmen or the appointing authority shall make said appointment without reference to such a list.

**Part I** ADMINISTRATION OF THE  
GOVERNMENT

**Title** ELECTIONS

**VIII**

**Chapter** VOTERS  
**51**

**Section** BOARD OF REGISTRARS IN  
**17** CERTAIN CITIES; APPOINTMENT;  
TERM OF OFFICE

Section 17. In every city, other than one having a board of election commissioners or an election commission, which, by vote of the city council, approved by the mayor, accepts the provisions of this section, or has accepted corresponding provisions of earlier laws, or which is now subject to similar provisions of law, there shall be a board of registrars of voters, consisting of four persons, who shall be appointed by the mayor with the approval of the board of aldermen. When a board of registrars is first appointed after the acceptance of the provisions aforesaid, two registrars shall be appointed in February or March following such acceptance for terms respectively of three and four years, beginning with April first next ensuing. The city clerk of such city shall cease to be a member of the board of registrars on April first, but the remaining two members of the existing board of registrars whose terms do not then expire shall continue to hold office for their respective terms of one and two years. In February or March of every year after such first appointments, there shall in like manner be appointed one registrar of voters for the term of four years, beginning with April first following. The board so constituted shall annually in April organize by electing one of its members as clerk, who shall perform all the duties of a city clerk when acting as clerk of the board of registrars.

**Part I** ADMINISTRATION OF THE  
GOVERNMENT

**Title** ELECTIONS

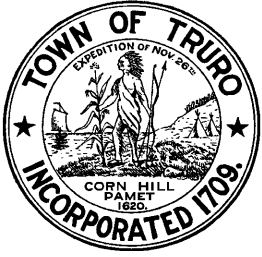
**VIII**

**Chapter** VOTERS  
**51**

**Section** POLITICAL REPRESENTATION BY  
BOARD OF REGISTRARS  
**18**

Section 18. In the original and in each succeeding appointment and in filling vacancies, registrars of voters shall be so appointed that the members of the board shall represent the two leading political parties, and in no case shall an appointment be so made as to cause a board to have more than two members, including the city or town clerk, of the same political party.





# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## POLICY MEMORANDUM #13

Date: Adopted March 3, 2004; Revised December 5, 2017, revised September 13, 2022; rev September 27, 2022

\*This policy was revised at the September 13, 2022 Select Board meeting solely to reflect the titles used in the Town Charter for the Town Manager and Select Board and to modify language to be gender neutral. No changes were made to the content of the Policy at that meeting.

**PURPOSE:** The Select Board welcomes a diversity of membership on all of its appointed multi-member boards, committees and commissions. This policy provides general information about serving on a town body and aims to ensure consistency and fairness in the Select Board's appointments.

There are four types of boards to which the Select Board makes appointments:

- **Advisory**, which are given a charge by the Select Board and make recommendations.
- **Ad hoc**, which are appointed for a specific purpose for a specific period of time to complete a task.
- **Regulatory**, which are governed by both Massachusetts General Law and local regulations.
- **Adjudicatory**, which are governed by both Massachusetts General Law and local regulations, and consider individual cases brought before it.

At times, the Select Board will make appointments to fill a vacancy on an elected board. The interviews and appointments are made jointly with the members of the board on which the vacancy occurs.

Only full-time Truro residents/voters may be considered for appointment to regulatory boards. The Select Board may consider non-resident taxpayers for appointments to non-regulatory boards. The Select Board has sole discretion to make appointments as it considers to be in the best interests of the town.

**PROCEDURES:** When a vacancy occurs on an appointed board, committee or commission – due to resignation or expiration of a member's term – the Select Board shall advertise the position(s), including these details:

- The name of the board, committee, commission and name of its current chair
- The term(s) of the vacancy/vacancies
- The typical meeting schedule
- How to obtain an application form
- When online/written applications are due

All applicants for boards, committees and commissions shall fill out a written application to serve, either online or on paper. Board, committee and commission members who are seeking reappointment must also reapply, answering the relevant questions based upon their service. New applicants seeking to serve will be given the same consideration as members seeking reappointment. Applicants for vacancies will be interviewed as soon as they can be accommodated on the Select Board's agenda. If there are multiple candidates for a position (or positions), all applicants will be interviewed at the same meeting. If that is not possible, the Select Board will wait until all applicants have been interviewed before making the appointment(s).

The same questions, listed below, will be asked of all applicants, though Select Board members may have follow-up questions of some applicants, based upon responses in their written applications or their interviews. Applicants will receive the questions in advance of being interviewed.

As part of the application process, board, committee, commission chairs will be asked to comment on each applicant, whether a new candidate or a member seeking reappointment.

The Select Board will use the following protocols in interviewing applicants:

- Questions will be related to the board, committee or commission on which the applicant wants to serve.
- Questions asked of applicants for regulatory and adjudicatory bodies will avoid seeking opinions on matters that are governed by local or state regulations or opinions on matters that are likely to come before the board.
- Comments from the board, committee or commission chair will be considered – either submitted in writing with the application or live during the interview process.

After all applicants have been interviewed, prior to any nominations, all members of the Select Board will have the opportunity to express their preferences for filling the position(s). Nominations for the position(s) will be taken and voted upon after all Select Board discussion.

If the Select Board chooses to leave a position vacant, the applicant(s) will be given an explanation. The Select Board will write letters of thanks to all members of boards, committees and commissions who finish their service, either through resignation or at the end of their terms.

## **QUESTIONS:**

For all applicants:

1. Please tell us about yourself and why you are interested in joining the \_\_\_\_ board, committee, commission.
2. Are there any specific skills that you would bring to the workings of this group?
3. Tell us about any experience you have had working in a group setting.
4. Do you have a sense of the time required to serve and are you able to make that commitment?

For regulatory and adjudicatory boards, committees, commissions:

1. Have you reviewed the relevant local/state laws and regulations that govern this board, committee, commission?
2. Are you able to make decisions based on the information presented in a case and applicable laws/regulations, regardless of personal opinion?

For advisory boards, committees, commissions:

1. Have you followed the work of this group?

2. Are there any ideas or projects you would suggest or pursue as a new member?

**OATH OF OFFICE:** Written notification of appointment is issued to newly appointed board members, who must report to the Town Clerk's office to be sworn in. Elected and appointed officials must sign an acknowledgement of receipt of information on the state's Open Meeting Law. They also must complete state-mandated online ethics/conflict-of-interest training, required every two years. Members of all boards will be given the Truro Boards, Committees and Commissions Handbook. Newly appointed members are expected to familiarize themselves with the charge and the workings of the board to which they are appointed. They must also adhere to protocols in seeking any assistance from town staff.

**TERM OF OFFICE:** The full term of office for most positions on appointed boards, committees and commissions is three years, ending on June 30 of the third year. Terms are staggered to assure continuity as new members are elected or appointed.

**RESIGNATION:** If a board member can no longer fulfill the duties of office, the member must submit a written resignation, including the effective date, to the appointing authority, with a copy to the board chairperson and the Town Clerk. The Select Board encourages board members who resign to specify their reasons, if other than personal. This may be done through an exit interview with the board chair or the Select Board liaison

**ATTENDANCE:** If a member or alternate member of an appointed board is absent for four consecutive meetings without approval by the rest of the board, the chair will alert the appointing authority and that member will be replaced.

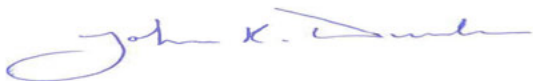
**RECALL / REMOVAL:** Members of appointed boards may be removed by the appointing authority if they are found to violate professional codes of conduct. The town charter provides that any appointed board member may be suspended or removed from office for good cause. These include: incapacity other than temporary illness; inefficiency and/or inability to perform assigned tasks; insubordination and/or refusal to carry out lawful instructions; or conduct unbecoming to the office and/or which reflects adversely upon the town.



Kristen Reed, Chair



Robert Weinstein, Vice-Chair



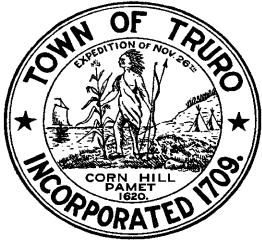
John Dundas, Clerk



Susan Areson



Stephanie Rein  
Truro Select Board



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** December 12, 2023

**ITEM:** Staff Update: Town Manager Update on Cloverleaf Community Housing Project

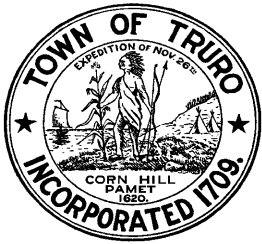
**EXPLANATION:** Town Manager Darrin Tangeman will provide the Select Board and the public with a brief update on the status of the Cloverleaf Community Housing project.

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

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

**SUGGESTED ACTION:** None. Update only.

**ATTACHMENTS:** NONE



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Health and Conservation

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

**REQUESTED MEETING DATE:** December 12, 2023

**ITEM:** Presentation, Discussion and Approval of Outer Cape Opioid Programming Proposal

**EXPLANATION:** Presentation by Truro Health Agent Emily Beebe and Alex Nelson from Outer Cape Community Solutions on a regional opioid programming proposal for Outer Cape (Eastham to Provincetown). Public Safety and Public Health departments of the four Outer Cape towns have been working with Outer Cape Community Solutions (OCCS) and some of their network partners for about the past year as the “Opioid Working Group”. This working group has developed recommendations for how the Opioid settlement funds should be spent, and this presentation will provide the Select Board with an overview of the collective plan and schedule.

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

**IMPACT IF NOT APPROVED:** Truro will not participate in the four-town Opioid Working Group.

**SUGGESTED ACTION:** *MOTION TO accept 2024 spending proposal from the Outer Cape Opioid working group, and to direct staff to work with their counterparts in Eastham, Wellfleet and Provincetown to develop a Memorandum of Agreement that allows for pooling of resources and shared programming oversight and implementation.*

**ATTACHMENTS:**

1. Power point from OCCS

# Outer Cape Opioid Remediation Funds

Proposal for FY 2024



# OC Wellness Collaborative



“OC Wellness” is a collaborative initiative aimed at promoting health, inclusivity, and community engagement to residents across all four towns. This effort, undertaken in partnership with Outer Cape Community Solutions (OCCS), is not just about health and medical care, but also about providing free and healthy community events for all residents, regardless of residency, age, income, immigration status, and more.

**Hillary Greenberg-Lemos** - Eastham Health Director  
**Emily Beebe** - Truro Health & Conservation Agent  
**Lezli Rowell** - Provincetown Health Director

Outer Cape Community Solutions is rural health network and an independent coalition of non-profit, municipal, and healthcare agencies that each contribute to improved health and wellbeing across the Outer Cape. Their mission is to build collaborative solutions that increase health equity and improve the health and wellbeing of all Outer Cape residents through education, advocacy, and collective action”

**Alex Nelson** - OCCS’ Network Coordinator

# Agenda

01

## Background

Overview of the Opioid  
Remediation Funds

02

## OCCS Work Group

Opioid Remediation Funds  
Work Group Info & History

03

## Proposal

Breakdown of Spending  
Proposal for FY 2024

04

## Moving Ahead

Questions & Next Steps

OC Wellness





01

# Background

Opioid Remediation Funds  
Distribution Overview  
National, state, and local  
recommendations

OC Wellness



# \$26 Billion Agreement with Opioid Distributors and Manufacturer



- **National settlement agreement** with opioid distributors/manufacturers made; \$500 mil. to MA (state and municipalities)
- Amounts determined by **taking into account the impact of the crisis on the state**—including the number of overdose deaths, the number of residents with substance use disorder, the quantity of opioids delivered—and the population of the state.



## State & County Spending Recommendations

- **Pool funds** and collaborate with area municipalities
- **Involve people** impacted by substance use disorder in the conversation of how to spend the funds, ie: people in recovery, people who are actively using substances, family members
- Spend funds on substance use-related projects that will **directly impact people** with substance use disorder and their loved ones
- Create **evidence-based plans** for spending

OC Wellness



# Outer Cape Opioid Funding

*Municipalities receive a portion of settlement funds directly through 18 payments over 17 years beginning in 2022 and ending in 2039. Payment amounts differ across municipalities and they also vary year to year.*

<b>Towns</b>	<b>Total Amount Held as of September 2023 (FY24)</b>	<b>Total Amount Expected through FY39</b>	<b>Percent of Total Funding</b>
Eastham	\$40,836	\$165,456	26.6%
Wellfleet	\$34,655	\$188,184	22.6%
Truro	\$31,356	\$127,047	20.5%
Provincetown	\$46,445	\$140,413	30.3%
<i>4 Towns Combined</i>	<i>\$153,292</i>	<i>\$621,100</i>	<i>100.0%</i>

# Recommended Areas of Focus

## Harm Reduction

Encouraging safer practices to reduce fatality associated with opioid use

## Recovery

Improve wellness associated with decreased long or short term opioid use

## Treatment

Supporting medical interventions to manage opioid use

## Prevention

Uplifting wellness practices to prevent opioid use

02

# OCCS Work Group

Opioid Remediation Funds Work  
Group Info & History

OC Wellness





Outer Cape

# Opioid Remediation Funds Work Group



OC Wellness



Truro Police Department  
Wellfleet Police Department

- Monthly since January 2023
- All stakeholders currently serve those dealing with opioid use on the Outer Cape
- Includes members who are or have been personally impacted by substance use

*Initial consultation provided by Living Water Acupuncture & Fishing Partnership*



## Work Group Members

Alex Nelson, Outer Cape Community Solutions Network Coordinator

Adam Schwamb, FIRST Steps Together Peer Recovery Specialist

Billie Starks, FIRST Steps Together Community Social Worker

Brianne Smith, Outer Cape Health Services Community Care Director

Dawn White, Outer Cape Health Services Recovery Services Program Manager

Dan Gates, ASGCC CEO

Eliza Morrison, ASGCC Harm Reduction Specialist/Program Manager

Sergeant Thomas Roda, Truro Police Department

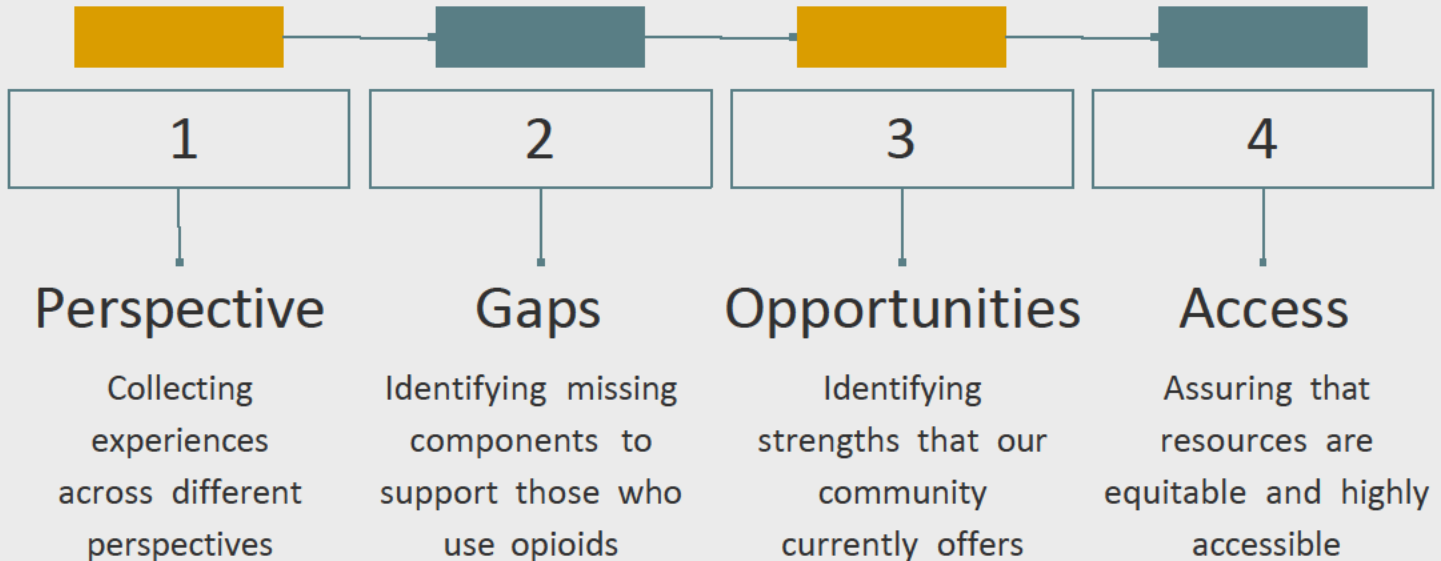
Lezli Rowell, Provincetown Health Agent

Emily Beebe, Truro Health and Conservation Agent

Hillary Greenberg Lemos, Eastham Health Director

*Initial consultation provided in conjunction with Living Water Acupuncture & Fishing Partnership*

# The Process



*Data Collection*

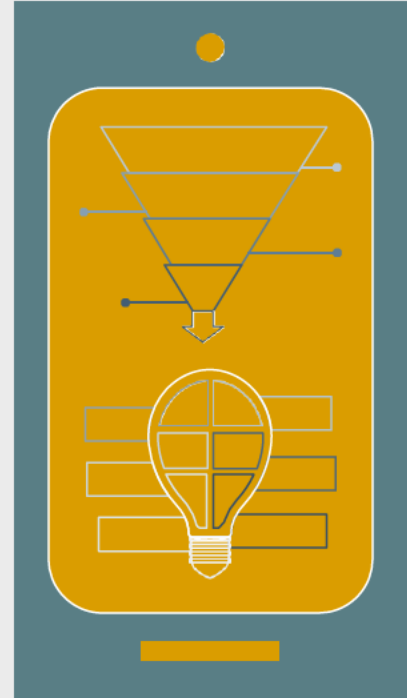


# Learning Curve

*We recognize that - due to our rural identity - there is not currently a robust community of resources or programs for those actively using or recovering from using opioids on the Outer Cape.*

*This proposal will provide localized opportunities to support this community in ways we've never experienced.*

*Implementing these programs will allow our agencies to collect critical data around opioid use on the Outer Cape explicitly. This will allow us to develop more targeted solutions over the next several years of this funding.*



03

# Proposal

Breakdown of Spending  
Proposal for FY 2024

OC Wellness



# Recommended Areas of Focus

## Harm Reduction

Encouraging safer practices to reduce fatality associated with opioid use

## Recovery

Improve wellness associated with decreased long or short term opioid use

## Treatment

Supporting medical interventions to manage opioid use

## Prevention

Uplifting wellness practices to prevent opioid use

# Fiscal Year 2024 Proposal

- |  |          |
|--|----------|
| 1. <b>ASGCC-</b> for community resources including Mobile Outreach Van presence        | \$25,000 |
| 2. <b>Outer Cape Health Services-</b> for alternative wellness classes                 | \$1,200  |
| 3. <b>First Steps Together</b> (Cape Cod Children's Place)- client discretionary funds | \$8,800  |
| 4. <b>Adult Recovery Yoga</b> (Rita Letsos)- for weekly evidence-based Recovery Yoga   |          |
| 5. <b>Wellstrong Gym-</b> for a six week 12-Step Recovery Yoga, ages 18-25             |          |
| 6. <b>Wellstrong Gym-</b> for a six week teen wellness class                           | \$3,865  |
| 7. <b>Provincetown Art Association and Museum-</b> for a six week teen art class       |          |
| 8. <b>Transportation Contract-</b> for a transportation contract across the Outer Cape | \$3,000  |

Harm  
Reduction

Treatment

Recovery

Prevention

Additional

# Harm Reduction



## 1. AIDS Support Group of Cape Cod (ASGCC)

Resources & Services Offered - \$25,000	<b>ASGCC MISSION</b>
<ul style="list-style-type: none"><li>● *Mobile Outreach Van on the Outer Cape</li><li>● Fentanyl outreach (education and supplies)</li><li>● NARCAN (Naloxone) distribution</li><li>● *Outreach materials</li><li>● Discretionary Funds</li></ul> <p style="text-align: right;"><i>*Collaborative programs</i></p>	“AIDS Support Group of Cape Cod saves lives through prevention, education and life-sustaining services that address public health crises to build healthy communities across the Cape and Islands.”



# Treatment

## 2. Outer Cape Health Services (OCHS)

### *Structured Outpatient Addiction Program (SOAP)*

Services Offered - \$1,200	<b>OCHS MISSION</b>
<ul style="list-style-type: none"><li>● Cover the cost of additional classes offered in the SOAP Program - providing alternative modalities of healing not typically covered through insurance (movement, sound, art, acupuncture, mindfulness, etc)</li></ul>	“Our mission is to provide a full range of healthcare and supportive social services that promote the health and well-being of all who live in or visit the ten outermost towns of Cape Cod.”

#### *What is SOAP?*

SOAP is an intensive outpatient program (1-2 months) that offers focused counseling on a wide range of recovery and relapse prevention topics. SOAP patients receive group counseling 3 days a week, as well as weekly individual sessions and ongoing case management.



# Recovery

## 3. FIRST Steps Together (FST)

*Operating through Cape Cod Children's Place*

Resources Offered - \$5,000	<b>FST INFORMATION</b>
<ul style="list-style-type: none"><li>Discretionary Funds</li></ul>	“FIRST (Families In Recovery Support) Steps Together is a home visiting program that was created to support parents (current or expecting) working on recovery. Each family will be connected with a local Family Recovery Support Specialist, who is a parent in recovery themselves.”

### *What are Discretionary Funds?*

*These funds allow for flexible support for all Outer Cape community members accessing services through ASGCC & FST. Items covered under these funds include items like bus fares, trac phones, tents, childcare, grocery store gift cards, etc - whatever makes it easier for community members to achieve their wellness goals.*



# Recovery

## 4. Adult Recovery Yoga

*Rita Letsos*

Services Offered - \$2,700

- Free weekly evidence-based, trauma-informed yoga and mindfulness practice that will support persons in the Outer Cape community seeking recovery and wellness skills.

### **INSTRUCTOR INFORMATION**

“Rita Letsos is a woman in long-term recovery having both clinical and peer support group experience since 2010. She is a Licensed Alcohol and Drug Counselor, Certified Recovery Addiction Coach and a RYT-200 (Registered Yoga Teacher).”





# Recovery

## 5. Wellstrong 12-Step Recovery Yoga *For Young Adults (18-25)*

Services Offered - \$1,100	<b>WELLSTRONG MISSION</b>  "To create safe, supportive communities of people in recovery from substance use disorder through fitness, wellness and meditation"
<ul style="list-style-type: none"><li>● Free <u>6-week Yoga</u> of 12 Step Recovery for transitional aged youth aged 18-25 - a holistic model designed to address the physical, mental, and spiritual disease of addiction. 90-minute sessions couple the practical tools of 12 step programs and traditional yoga practices which aid in relapse prevention, encourage trauma healing, and sustain prolonged recovery.</li></ul>	



# Prevention

## 6. Wellstrong Wellness *For Teens (13-17)*

Services Offered - \$1,925	<b>WELLSTRONG MISSION</b>
<ul style="list-style-type: none"><li>Free <u>6-week series</u> for adolescents aged 13-17 that introduces various techniques to reduce stress, lower anxiety, and cope with extreme feelings that may lead to future substance use - including breath-work, yoga and dance, meditation, mindfulness methods, writing and painting strategies for self-expression, sound healing, and ways to solidify affirmations with tapping techniques.</li></ul>	"To create safe, supportive communities of people in recovery from substance use disorder through fitness, wellness and meditation"



# Prevention

## 7. Provincetown Art Association and Museum *For Teens - with OCHS\**

Services Offered - \$1,940	<b>PAAM INFORMATION</b>
<ul style="list-style-type: none"><li>• This <u>6-week series</u> focuses on observational and fantastical drawing for all skills and ability, supporting social connection and artistic expression in a positive environment. Research has found that making art can activate reward pathways in the brain, reduce stress, lower anxiety levels and improve mood - important components of substance use prevention. <i>*An OCHS Behavioral Health Provider or Intern will also support this class alongside the instructor.</i></li></ul>	<p>“Since the 1920s the Provincetown Art Association and Museum has been a destination in art education. Inspired by the vibrant culture and creative history of the region, PAAM’s education programs promote the arts as a vital part of everyday life.”</p>

# Accessibility

## 8. Transportation Contract



Services Offered - \$3,000	<b>TRANSPORTATION INFORMATION</b>
<ul style="list-style-type: none"><li>● Providing rides across the Outer Cape to/from any program under the Opioid Remediation Funds Proposal (PAAM, Wellstrong, Recovery Yoga, etc)</li></ul>	This contract with a local cab company will provide transportation for any person on the Outer Cape who is otherwise unable to access programming without a ride (i.e. aging and youth population, those who have lost or cannot obtain licenses including immigrants and those with OUIs, etc)

# Fiscal Year 2024 Proposal

- |  |          |
|--|----------|
| 1. <b>ASGCC-</b> for community resources including Mobile Outreach Van presence        | \$25,000 |
| 2. <b>Outer Cape Health Services-</b> for alternative wellness classes                 | \$1,200  |
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| 8. <b>Transportation Contract-</b> for a transportation contract across the Outer Cape | \$3,000  |

Harm  
Reduction

Treatment

Recovery

Prevention

Additional

# Additional OC Wellness Endeavors

## ARPA

Town nurse & behavioral  
health clinician

## NaloxBoxes

With ASGCC and LTC,  
publicly accessible  
NARCAN

## OCCS Meetings

Continued partnership  
with municipal agencies  
and network partners

## Community Programs

Winter Wednesdays  
(adults) in all 4 towns and  
Teen Program in Wellfleet

## Communication

Shared outreach and  
transparency around  
Opioid spending

OC Wellness



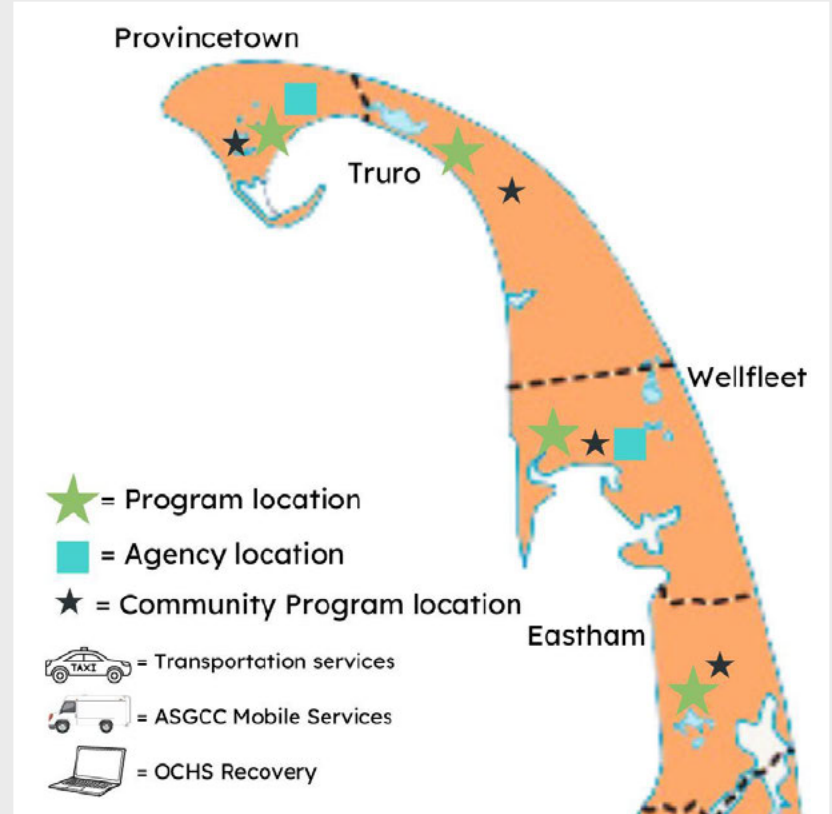
# Serving Everyone

Youth and Young Adults -  
Wellstrong 12-Step Recovery Yoga  
Wellstrong Teen Wellness  
PAAM Teen Art Class

Adults -  
Outer Cape Health SOAP  
Recovery Yoga  
ASGCC

Parents of Young Children -  
FIRST Steps Together

Those who need transportation - *ride contract*



# Fiscal Year 2024 Proposal

Total 4-Town Contribution: <u>\$41,865</u>			<i>Current amount held as of 9/2023</i>
Eastham	26.6%	\$11,152.50	\$40,836
Wellfleet	22.6%	\$ 9,464.48	\$34,655
Truro	20.5%	\$ 8,563.55	\$31,356
Provincetown	30.3%	\$12,684.47	\$46,445
	<i>Total</i>	<b>\$41,865.00</b>	\$153,292



04

# Moving Ahead

Next Steps & Questions

OC Wellness



# Next Steps

## Town Approval

Once all 4 OC towns -  
specifically Select Boards -  
approve this plan, we can move  
forward with program execution  
- likely by January 1.

## Planning for FY 2025

This work group will continue to  
meet, share data and  
programmatic updates, and  
begin to curate a proposal for  
FY 25 based on current projects.

OC Wellness



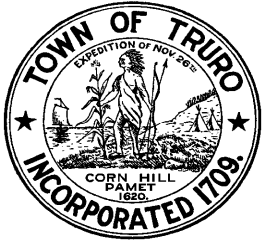


## OC Wellness



# Questions & Comments?

Alex Nelson - [info@outercapecs.org](mailto:info@outercapecs.org)



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** December 12, 2023

**ITEM:** Discussion of Annual and Seasonal Alcohol License Fees for Pouring, Retail and Farmer Series

**EXPLANATION:** The Select Board, in accordance with MGL Ch.40 § 22F, sets alcohol license fees. Select Board alcohol license fees were last reviewed in 2004. As the Select Board has an objective focused on revenue generation (Objective #6, Select Board FY2024 Goals & Objectives) and the FY2025 Budget process includes a review of fees, staff prepared an analysis of existing and potential fees.

The proposed fees on the attached list were compared to 10 communities, including Wellfleet, Provincetown, Eastham, Orleans, Brewster, Harwich, Falmouth, Mashpee, Sandwich, and Nantucket. Based on the community comparisons, staff recommends setting the alcohol license fees as provided in the attached document. Additionally, staff recommends that the Board consider adopting fees for the following seven new alcohol licenses (definitions provided):

General on Premises:

1. Annual, All Alcohol
2. Annual, Wine & Beer
3. Seasonal, Wine & Beer

Club:

1. Annual, Wine & Beer
2. Seasonal, All Alcohol
3. Seasonal, Wine & Beer

Farmer Series:

1. Brewery

Definitions for license types are as follows:

General on Premises Pouring- License to Expose, Keep for Sale, and to Sell all kinds of alcoholic beverages to be drunk on the premises (Without Food)

Club License-A license to sell expose, keep for sale, and sell alcohol in a private club or war veterans' organization

Common Victualer Pouring- License to Expose, Keep for Sale, and to Sell all kinds of alcoholic beverages to be drunk on the premises (With Food)

Retail Package Goods Store-License to Expose, Keep for Sale, and to Sell, all kinds of Alcoholic beverages not to be drunk the premises.

Farmer Series Pouring Permits-License to sell and pour products produced by the farm or for the farm and sold under the farm brand name.

Seasonal licenses are in effect from April 1 to January 15<sup>th</sup>.

While Truro may not presently have clubs or businesses that qualify for the newly proposed licenses, by establishing them there is potential for new businesses or clubs to apply (or existing clubs or businesses to apply for a different license).

If the Select Board would like to consider changing or adding the existing fees, a public hearing must be held. Staff recommends holding the public hearing on January 9, 2024 at the Select Board's regular meeting. If the Board does not wish to make changes to the fees, no action is needed.

**FINANCIAL SOURCE (IF APPLICABLE):** Receipts are deposited into the General Fund.

**IMPACT IF NOT APPROVED:** The current alcohol license fees will remain in effect until the new fees are approved at a public hearing.

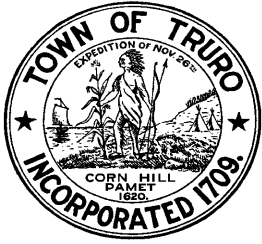
**SUGGESTED ACTION:** *MOTION TO schedule a public hearing for January 9, 2024 to set 2024 alcohol license fees.*

**ATTACHMENTS:**

1. Proposed Alcohol License Fees

## ALCOHOL LICENSE FEE COMPARISON BY TOWN

		Truro Current Fees	Wellfleet	Provincetown	Eastham	Orleans	Brewster	Harwich	Falmouth	Mashpee	Sandwich	Nantucket	Average Fee Cost	Proposed Truro Fees	% of Change
<b>ANNUAL</b>	<b>Annual Pouring</b>														
	All Alcohol	\$1,650.00	\$1,500.00	\$1,700.00	\$1,850.00	\$1,750.00	\$1,850.00	\$2,000.00	\$1,750.00	\$1,900.00	\$1,750.00	\$3,250.00	\$1,904.55	\$1,875.00	13.63% ↑
	Wine and Beer	\$1,350.00	\$1,375.00	\$1,500.00		\$1,250.00	\$1,300.00	\$1,600.00	\$1,200.00	\$1,300.00	\$1,200.00	\$2,000.00	\$1,407.55	\$1,500.00	11.11% ↑
	<b>General on Premises</b>														
	All Alcohol	N/A				\$1,500.00				\$1,300.00			\$1,400.00	\$1,875.00	NEW FEE
	Wine and Beer	N/A				\$1,000.00								\$1,500.00	NEW FEE
	<b>Package</b>														
	All Alcohol	\$1,650.00	\$1,500.00	\$1,500.00	\$2,000.00	\$1,850.00	\$2,000.00	\$2,000.00		\$2,000.00	\$1,750.00	\$2,500.00	\$1,875.00	\$1,875.00	13.63% ↑
	Wine and Beer	\$1,350.00	\$1,375.00	\$1,200.00	\$1,350.00	\$1,250.00	\$1,300.00	\$1,500.00	\$1,150.00	\$2,000.00	\$1,200.00	\$1,500.00	\$1,379.55	\$1,500.00	11.11% ↑
	<b>Club</b>														
All Alcohol	\$200.00		\$500.00	\$1,000.00	\$1,275.00	\$5,000.00	\$2,000.00	\$1,350.00	\$1,900.00	\$600.00	\$1,000.00	\$1,482.50	\$1,000.00	400% ↑	
Wine and Beer	N/A				\$875.00			\$425.00	\$1,700.00			\$1,000.00	\$875.00	NEW FEE	
<b>SEASONAL</b>	<b>Seasonal Pouring</b>														
	All Alcohol	\$1,650.00	\$1,600.00	\$2,100.00	\$1,350.00	\$1,525.00	\$1,500.00		\$1,650.00	\$1,700.00	\$1,500.00		\$1,619.44	\$1,875.00	13.63% ↑
	Wine and Beer	\$1,350.00	\$1,450.00	\$2,100.00	\$1,350.00	\$1,125.00	\$1,000.00			\$1,200.00	\$1,100.00		\$1,334.38	\$1,500.00	11.11% ↑
	<b>General On Premises</b>														
	All Alcohol	\$1,650.00				\$1,375.00							\$1,512.50	\$1,875.00	13.63% ↑
	Wine and Beer	N/A				\$1,000.00	\$1,000.00						\$1,000.00	\$1,500.00	NEW FEE
	<b>Package</b>														
	All Alcohol	\$1,650.00	\$1,600.00	\$2,100.00	\$1,350.00		\$1,500.00		\$1,850.00	\$1,700.00	\$1,500.00		\$1,656.25	\$1,875.00	13.63% ↑
	Wine and Beer	\$1,350.00	\$1,450.00	\$1,500.00	\$1,100.00		\$1,000.00			\$1,200.00	\$1,100.00		\$1,242.86	\$1,500.00	13.63% ↑
	<b>Club</b>														
All Alcohol	N/A					\$3,000.00		\$1,275.00	\$1,200.00			\$1,825.00	\$1,000.00	NEW FEE	
Wine and Beer	N/A							\$825.00				\$825.00	\$875.00	NEW FEE	
<b>Farmer Series</b>															
Winery	\$200.00						\$1,500.00	\$400.00	\$1,300.00			\$850.00	\$500.00	150.00% ↑	
Distillery	\$400.00								\$1,300.00			\$850.00	\$600.00	50.00% ↑	
Brewery	N/A							\$400.00	\$1,300.00	\$1,750.00		\$1,150.00	\$500.00	NEW FEE	



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** December 5, 2023

**ITEM:** Vote to Craft a Select Board Statement Regarding the Special Town Meeting

**EXPLANATION:** The November 28, 2023 Special Town Meeting opened, only to immediately continue the meeting by a majority vote of the town meeting body, in light of safety concerns related to building capacity of the Truro Central School which would have resulted in the exclusion of Truro voters. Capacity limits were reached due to an unprecedented voter turnout.

At the December 5, 2023 Select Board meeting, Chair Reed distributed a draft of the Board's statement regarding Special Town Meeting. Board members provided their opinions on the content of a letter and determined that they would consider and vote on a letter at tonight's meeting.

Vice-Chair Areson provided a draft for consideration. Both the draft prepared by Chair Reed and the draft prepared by Vice-Chair Areson are included in the Board's packet.

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

**IMPACT IF NOT APPROVED:** No statement on behalf of the Select Board will be published related to Special Town Meeting.

**SUGGESTED ACTION:** *Motion to approve the statement of the Select Board.*

**ATTACHMENTS:**

1. Ver. 1: Statement from the Select Board (Draft)
2. Ver. 2: Statement from the Select Board (Draft)

Dear Truro Residents,

As the elected representatives of the town, we, the Truro Select Board, would like to address the recent developments surrounding the postponement of the Special Town Meeting held on 11/28/23. One of the primary roles of the Truro Select Board involves issuing warrants for Town Meetings, making recommendations on warrant articles, initiating legislative policy through Town Meeting Warrants, and implementing the subsequently adopted votes. Town Meeting serves as the legislative branch for local government. Together, we must work collaboratively to safeguard our designated roles and responsibilities.

While it is disappointing that the Town Meeting had to be postponed, we acknowledge and appreciate the record turnout from the Truro community. We understand the frustrations of voters who endured long waits in the cold only to be informed of the postponement. We share in the disappointment that misinformation led some to leave before an official vote to postpone had been taken.

It is evident that tensions persist regarding the legality of the vote to postpone. Our legal counsel has, and is, diligently examining this matter to ensure the protection of the rights of all Truro voters. However, it is crucial to recognize that the postponement of the scheduled 11/28/23 Special Town Meeting was based solely on public safety requirements. The Fire Chief, acting within the authority granted and the responsibilities mandated by the State Fire Code, played a crucial role in ensuring public safety. Moreover, reaching maximum capacity in the meeting venues necessarily meant that voters would be excluded from the meeting. With no way to reconcile these two issues, the only choices were to have the Moderator continue the meeting for another 14 days, dissolve the meeting altogether, hold a special meeting in a larger venue, or continue the meeting to be held in tandem with the spring Annual Town Meeting. Town Meeting decided what it wanted, which was to continue the meeting until the spring Annual Town Meeting.

Now is the time for Truro to heal and come together. Despite our differences, the survival and prosperity of our town and community depend on unity. We have observed the challenges facing Truro, such as the closure of long-standing businesses and a decline in student enrollment at Truro Central School due to housing affordability issues. We encourage everyone to reflect on the kind of town they want to live in and the legacy they want to leave for future generations. Our sincere hope is that we can move past divisive narratives and work together to build a stronger and more cohesive town and community.

Regarding concerns raised about voter registration challenges, it is essential to clarify that the Select Board did not initiate any of the voter challenges nor is it responsible for adjudicating them. The process for challenging voter registrations is set forth in state law and requires that such complaints be heard and acted upon timely. The sheer



number of challenges meant it would be difficult, if not impossible, for the Board of Registrars to act upon all the challenges prior to the scheduled October Special Town Meeting. The Select Board is committed to providing the Town Clerk's office with sufficient resources to protect the voter rolls and prevent any form of disenfranchisement. To that end, the Select Board activated The Truro Board of Registrars so that the Board could address the 66 voter registration challenges. As a result, a significant number of challenged voters removed themselves, or were removed, from the voter list as they did not reside in Truro for purposes of state election law.

We extend our gratitude to the community for the overwhelming participation and unprecedented turnout at the Special Town Meeting. Due to safety concerns and building capacity limits at Truro Central School, the Town Meeting voted to continue the special town meeting until 5/4/24 at 10:00 am, such special meeting to be held in connection with the Annual Town Meeting.

We appreciate your understanding, patience, and support as we navigate through these challenges to uphold a fair and just Special Town Meeting. The Town is actively identifying an outdoor location to ensure all voters can participate in the continued Special Town Meeting.

Together, let us strive for a Truro that is united, resilient, and prosperous for all.

## A note to Truro residents

As your elected representatives, the Truro Select Board wishes to share some thoughts about the recent postponements of our Special Town Meeting.

We are grateful for the unprecedented turnout on Nov. 28, which ultimately led to the final postponement until May 4, 2024. We share in the frustration and disappointment of the hundreds who came to Truro Central School that night expecting to cast their votes. And we are sorry that many voters were outside in the cold waiting to check in.

We pledge to be better prepared in May, when we hope to attract record turnout again.

The final postponement was unavoidable for two related reasons: public safety and ensuring participation by all voters. We are bound to state-mandated capacity limits and once that was reached inside the school, we could not exclude those voters who had not yet checked in.

We recognize that these postponements have exacerbated divisiveness in our community and that tensions persist. It is time for Truro to heal. Despite our differences, the survival and prosperity of our community depend upon our ability to work together. This will require listening to opposing viewpoints and making some compromises.

Truro faces many challenges, several of them reflected in the articles on the Special Town Meeting warrant for May. They include a new DPW facility, a development blueprint for the Walsh property, environmental protection, and the Local Comprehensive Plan for Truro. In the months ahead, town officials will craft the budget for next year, requiring careful consideration of what the town wants and what taxpayers can afford.

We encourage everyone to reflect on the kind of town we want to live in and the legacy we want to leave for future generations. Our hope is that we can move past the divisiveness and work on building a more cohesive community.

Let us work toward a spring Town Meeting that is civil and productive. Together, let us strive for a Truro that is resilient and prosperous for all.



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** December 12, 2023

**ITEM:** Review and Approve Appointment Renewal: Betty Gallo, Truro's Member Representative to the Barnstable County HOME Consortium Advisory Council

**EXPLANATION:** Betty Gallo is presently the Town of Truro's member representative on the Barnstable County HOME Consortium Advisory Council and her appointment expires on January 31, 2024. Ms. Gallo has expressed interest in continuing to represent Truro on the Advisory Council for another three-year term and HOME Program Manager has requested that the Town reappoint Ms. Gallo.

The appointment is a two-step process with the Town consenting to the appointment and then the County Commissioners approving the appointment.

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

**IMPACT IF NOT APPROVED:** Truro's member representative seat on the Barnstable County HOME Consortium will be vacant.

**SUGGESTED ACTION:** *Motion to reappoint Betty Gallo as Truro's member representative to the Barnstable County HOME Consortium Advisory Council to another three-year term to run from February 1, 2024 through January 31, 2027.*

**ATTACHMENTS:**

1. Letter from Barnstable County regarding HOME Consortium Advisory Council and Advisory Council Information Sheet



## Barnstable County

Regional Government of Cape Cod  
3195 Main Street | Barnstable, Massachusetts 02630

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### Department of Human Services

**November 29, 2023**

Via email only: [dtangeman@truro-ma.gov](mailto:dtangeman@truro-ma.gov)

Select Board, Town of Truro  
c/o Darrin Tangeman, Town Manager  
24 Town Hall Road  
Truro, MA 02666

**RE: Barnstable County HOME Consortium Advisory Council**

Dear Select Board:

I am writing to inform you that the term of the Town of Truro's member representative on the Barnstable County HOME Consortium Advisory Council, currently Betty Gallo, expires on January 31, 2024. Ms. Gallo has expressed interest in continuing to represent Truro on the Advisory Council for another three-year term. We very much appreciate Ms. Gallo's volunteerism and affordable housing experience and we are delighted that she has agreed to continue as a member representative on this regional housing committee. Attached for your reference is an information sheet on the Advisory Council's function.

Based on the above, we respectfully request that the Town reappoint Betty Gallo as Truro's member representative to the Barnstable County HOME Consortium Advisory Council to another three-year term to run from February 1, 2024 through January 31, 2027. As the appointment is a two-step process with the Town consenting to the appointment and then the County Commissioners approving the appointment, we would very much appreciate if the Town could re-appoint Ms. Gallo at the next available opportunity. This will allow us the time needed to place the appointment on a County Commissioner's agenda and have Ms. Gallo officially sworn in without any lapse in representation.

We thank the Town of Truro for its continued support of affordable housing in the region. If you have any questions regarding this appointment or the regional HOME Program in general, please do not hesitate to contact me.

Sincerely

Renie Hamman, HOME Program Manager  
508-375-6622  
[Renie.hamman@barnstablecounty.org](mailto:Renie.hamman@barnstablecounty.org)

cc: *Betty Gallo and Kelly Clark, Assistant Town Manager via email only*



## Barnstable County

Regional Government of Cape Cod  
3195 Main Street | Barnstable, Massachusetts 02630

Department of Human Services

### Barnstable County HOME Consortium Advisory Council

The HOME Consortium Advisory Council consists of seventeen members: one representative from each town and two at-large members. Additionally, the Affordable Housing Specialist of the Cape Cod Commission is an ex officio member. See current membership list attached.

The primary tasks of the Advisory Council include the following:

1. Determines the allocation of federal HOME Investments Partnership Program funds received by the County (currently approximately \$500,000 annually) and reviews and approves project applications for funding for the development of affordable rental housing units located in Barnstable County.

Additionally, the Barnstable County HOME Consortium was awarded \$1,556,508 under the American Rescue Plan for a new HOME-ARP Program to provide housing and service needs specifically designated for a qualifying population of homeless and at-risk of homelessness. These funds will be administered through September 2030.

2. Establishes local HOME and HOME-ARP program policies as allowed by regulations.
3. Remains current on local, state, and federal housing issues and advocates for policies that will promote the creation and preservation of affordable housing in the region.
4. Acts as a liaison with their respective towns and local housing partnerships/committees and reports relevant regional, state, or federal housing policy information.
5. Participates in topical round-table discussions on regional affordable housing issues.
6. Participates in the implementation of the Barnstable County Shared Regional Housing Services pilot program

The Advisory Council has a standard monthly meeting schedule held on the third Thursday at 9:00 a.m. held virtually with all members and staff participating remotely, as allowed pursuant to Massachusetts state law.

**Visit the *Barnstable County Human Services Department* for more information on the Programs:**

[HOME Investments Partnership Program](#)

[HOME-ARP Investments Partnership Program](#)

[Shared Regional Housing Services Pilot Program](#)



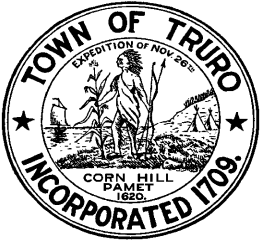
# Barnstable County

Regional Government of Cape Cod  
3195 Main Street | Barnstable, Massachusetts 02630

Department of Human Services

<b>Barnstable County HOME Consortium Advisory Council Members</b>		
<b>Barnstable</b>	<b>Eastham</b>	<b>Provincetown</b>
Laura Shufelt (1/31/25)	Rachel Butler (6/30/24)	Michelle Jarusiewicz (1/31/24)
MHP Director of Community Assistance	Eastham Housing Coordinator	Provincetown Community Housing Specialist
<b>Bourne</b>	<b>Falmouth</b>	<b>Sandwich</b>
David Quinn (6/30/24)	Kim Fish (6/30/25)	Nanette Perkins (6/30/25)
HAC, Director of Housing Dev. & Planning	Falmouth Housing Coordinator	Sandwich Housing Authority Member
<b>Brewster</b>	<b>Harwich</b>	<b>Truro</b>
Jill Scalise (6/30/25)	Arthur Bodin (1/1/24)	Betty Gallo (1/31/24)
Brewster Housing Coordinator	Harwich Housing Authority Member	Vice-Chair Truro Affordable Housing Authority
<b>Chatham</b>	<b>Mashpee</b>	<b>Wellfleet</b>
Gloria McPherson (8/25/25)	Gary Shuman (1/31/24)	Richard Ciotti (3/23/24)
Chatham Housing & Sustainability Director	Mashpee Housing Committee member	Wellfleet Housing Authority Member
<b>Dennis</b>	<b>Orleans</b>	<b>Yarmouth</b>
Maggie Spade-Aquilar (1/31/24)	Marsha Allgeier (6/30/25)	Lorraine Doyle (12/31/25)
Dennis Housing Coordinator	Orleans Housing Coordinator	Yarmouth Community Housing Com. Member
<b>At-Large</b>	<b>At-Large</b>	<b>Ex Officio</b>
Charleen Greenhalgh (1/31/24)	Beth Wade (1/31/26)	Patty Daley
Harwich Town Planner (retired)	Habitat, Director of Land Acq. & Project Dev.	Cape Cod Commission

The Barnstable County HOME Consortium Advisory Council consist of seventeen members: one member representative from each of the fifteen towns, selected by their town and two at-large members, selected by Barnstable County. Additionally, the Affordable Housing Specialist of the Cape Cod Commission is an ex officio member. All members are appointed to the Advisory Council by the Board of Regional Commissioners. The Barnstable County HOME Consortium Advisory Council generally meets once a month on the third Thursday of each month.



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** December 12, 2023

**ITEM:** Approval of Renewal of 2024 Annual Business Licenses:

- Gingerbread House-Lodging License

**EXPLANATION:** This license is under the authority of the Select Board as the Local Licensing Authority. If you approve the license for renewal, the license will be issued only upon compliance with all regulations, receipt of the necessary fees and proof of taxes paid in full for the fiscal year. There were no reported issues with these establishments in 2023.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 § 2	<b>Common Victualer</b> (Cooking, Preparing and Serving food)	
Chapter 140 § 23	<b>Lodging House License</b>	<b>Gingerbread House</b>

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

**IMPACT IF NOT APPROVED:** The applicant will not be issued their license to operate.

**SUGGESTED ACTION:** *Motion to approve the 2024 Lodging License for Gingerbread House upon compliance with all regulations and receipt of the necessary fees.*

**ATTACHMENTS:**

1. Renewal Application for 2024: Gingerbread House-Lodging License

Consent Agenda Item: 8C1

RCVD 2023NOV21 PM148  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO



TOWN OF TRURO

PO Box 2030, Truro MA 02666  
Tel: 508-349-7004, Extension: 131 or 124 Fax: 508-349-5508

PAID  
\$50  
CHK# 1167 11-19-2023  
NS

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

**Section 1 - LICENSE TYPE**

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

New  Renewal/No Changes (Skip to Section 3) Name of Business \_\_\_\_\_

**FACILITY:**

Motel-\$50  Cottage Colony-\$50  Condominium-\$50 # Units \_\_\_\_\_  Lodging-\$50

Transient Vendor-\$75 \_\_\_\_\_  Campground-\$50 \_\_\_\_\_  Gas Station\*-\$25

\*Gas Station-\$25 (Please submit your Service Station Compliance Form & Third Part Underground Storage Tank Inspection Report (FP 289))

**Section 2 - BUSINESS INFORMATION**

Federal Employers Identification Number (FEIN/SS) \_\_\_\_\_

Print Name of Applicant \_\_\_\_\_ Business Name The Gingerbread House

Owner Name JANE RAY

Street Address of Business \_\_\_\_\_ Mailing Address of Business \_\_\_\_\_

Business Phone Number \_\_\_\_\_ Business E-Mail Address \_\_\_\_\_

**Section 3-HOURS OF OPERATION**

Annual  Seasonal Opening Date: \_\_\_\_\_ Closing Date: \_\_\_\_\_

Days of the Week Open: 7 days a week



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

**Section 4-MANAGER INFORMATION**

**Name of Onsite Manager:**

Name: Jane T. Ray Unit Number: Middle Building  
 Mailing Address: 20 Box 566 TRURO, MA 02666  
 Phone: (24 Hour Contact) \_\_\_\_\_ Email Address: gingerbreadhouse@truro.comcast.net  
Jane T. Ray  
 Manager's Signature (REQUIRED)

**Name of Offsite Manager:**

Name: Same Business Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Phone: (24 Hour Contact): \_\_\_\_\_ Email Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Manager's Signature (REQUIRED)

**Name of Co- Manager:**

Name: Same Business Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Phone: (24 Hour Contact): \_\_\_\_\_ Email Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Co-Manager's Signature (REQUIRED)

**Section 5 - ATTESTATION**

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

Jane T. Ray Jane T. Ray 11/19/23  
 Signature of Applicant Print Name Date

**Additional Applications & Documentation**

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

- Smoke detector/CO detector/fire protection certification
- IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

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

- Application for Pool or Hot Tub Permit
  - Application to Name a Manager
  - Entertainment License
  - Application to sell Tobacco
  - Application for Food Service Permit
  - Business certificate with the clerk's office on site Town of Truro. 11/9/23
  - Septic System Inspection Report (submitted every 3 years) on site Town of Truro. 12/28/21
- (rev 10/2022)



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

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

Applicant Information

Please Print Legibly

Business/Organization Name: T & H 42 Depot Road LLC

Address: 42 Depot Road

City/State/Zip: Truro MA 02666 Phone #:

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: Liberty Mutual Ins.

Insurer's Address: P.O. Box 704 006

City/State/Zip: Salt Lake City, UT 84170-4000

Policy # or Self-ins. Lic. Expiration Date: 7/28/2024

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

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

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

Signature: [Handwritten Signature] Date: 11/19/23

Phone #: 508

Official use only. Do not write in this area, to be completed by city or town official.
City or Town: Permit/License #
Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other
Contact Person: Phone #:

www.mass.gov/dia



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2023

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

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

<b>PRODUCER</b> HART INSURANCE AGENCY INC  P O BOX 700 BUZZARDS BAY  INSURED <b>TGH 42 DEPOT ROAD LLC</b>  PO BOX 266 TRURO	<b>BUILDING DEPT</b> <b>TOWN OF TRURO</b>  NOV 22 2023 <b>RECEIVED</b>	<b>CONTACT NAME:</b> Erica O'Connor <b>PHONE:</b> (508) 759-7326 <b>FAX:</b> (A/C. No): <b>E-MAIL ADDRESS:</b> eoconnor@hartinsuranceagency.com <b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: LM INS CORP NAIG# 33600 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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**COVERAGES** **CERTIFICATE NUMBER:** 953238 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	N/A	07/28/2023	07/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			N/A			

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 08 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at [www.mass.gov/twd/workers-compensation/investigations/](http://www.mass.gov/twd/workers-compensation/investigations/).

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Town of Truro PO Box 2012  Truro MA 02666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA



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

**FIRE PROTECTION SYSTEMS  
ANNUAL TEST REPORT**

BUSINESS NAME: T6H 42 Depot Road LLC  
OWNER/MANAGER: sole member Jane Ray  
ADDRESS: 42 Depot Road P.O. Box 266 Truro, MA 02666  
PHONE #: \_\_\_\_\_ NUMBER OF UNITS: 4  
CONTACT PERSON: Jane Ray  
ADDRESS: 42 Depot Rd. P.O. Box 266 Truro, MA 02666

TESTING COMPANY: Carter Kane Electrician  
TESTING ELECTRICIAN/TECHNICIAN: Carter Kane  
COMPANY PHONE #: 508-349-6283 HOME PHONE #: 508-349-0451  
LICENSE #: 36076E

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

COMMENTS: Tested all smoke & CO detectors in all BLDGS  
All tested O.K.

DATE OF CERTIFICATION: 4/28/23 BY: Carter Kane  
Signature of Licensed Electrician

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



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## TAX STATUS REQUEST FOR LICENSING

Date 11-27-2023

Request is coming from the Select Board's Office

Owner's Name Jane Ray

Business Name Gingerbread House

Business Address 42 Depot Rd

Map and Parcel 50-99

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

*Caron Jellett*

\_\_\_\_\_  
Tax Collector's Signature

\_\_\_\_\_  
Date

Select Board Meeting Minutes

## Consent Agenda Item: 8D

August 22, 2023, Meeting (Hybrid)

Via Zoom Platform

Select Board Members Present: Kristen Reed-Chair, Susan Areson-Vice Chair, John Dundas-Clerk, Robert Weinstein-Member, Stephanie Rein-Member

Select Board Members Absent:

Others Present: Darrin Tangeman-Town Manager; Kelly Clark-Assistant Town Manager; Tim Collins-Fire Chief; Jarrod Cabral-DPW Director; Alex Lessin-Finance Director; Daren Compton-Firefighter; Benjamin Spadaro-Firefighter; Kristen Arute (Applicant to Serve); Jeffrey Fischer (Applicant to Serve); David Leviatin (Applicant to Serve); Gabrielle Ment (Applicant to Serve); Raphael Richter (Applicant to Serve); Daniel Winslow (Applicant to Serve); Tim Hickey (Truro Voter); Karen Ruymann (Truro Voter); Jack Riemer (Truro Voter); Kevin Kuechler (Truro Voter); Kent Shutt (GM of Travel Paramedicine at Best Practice Medicine); Maddie Anderson (Traveling Paramedic at Best Practice Medicine); Jesse Prima (Traveling Paramedic at Best Practice Medicine); Finance Committee Chair Bob Panessiti; Finance Committee Member Lori Meads; Finance Committee Vice Chair Raphael Richter; Concert Committee Co-Chair Ken Field; Concert Committee Co-Chair Tim Hickey; Charlo Maurer (Applicant to Serve); Anne Greenbaum (Truro Voter); Joan Holt (Truro Voter);

Chair Reed called the meeting to order at 5:00 pm and read the information for the public to access the meeting and participate. Chair Reed introduced the Members and Town staff present.

### **PUBLIC COMMENT**

Chair Reed recognized the following individuals who commented on various topics not on the agenda in accordance with the Open Meeting Law: Mr. Hickey, Ms. Ruymann, Mr. Riemer, Mr. Kuechler, and Town Manager Tangeman.

### **PUBLIC HEARINGS**

None

### **INTRODUCTION TO NEW EMPLOYEES**

- A. Daren Compton and Benjamin Spadaro, Firefighter- Paramedics, Fire Department

Chief Collins introduced Firefighters – Paramedics Spadaro (in-person) and Compton (via Zoom) and Members welcomed them to the Fire Department.

### **BOARD/COMMITTEE/COMMISSION APPOINTMENTS**

None

## **STAFF/COMMITTEE UPDATES**

- A. Update on Advanced Life Support in Truro and Introduction to Best Practice Medicine (Travel Paramedic Agency) Presenter: Darrin Tangeman - Town Manager, Timothy Collins - Fire Chief, and Kent Shutt – GM of Travel Paramedicine at Best Practice Medicine

Town Manager Tangeman and Fire Chief Collins provided a status update on the transition of Advanced Life Support services in Truro, to include staffing updates, ambulance transport billing services and an introduction to Best Practice Medicine. Staff from Best Practice Medicine joined the meeting and met the Board and the community to answer questions about the company. Town Manager Tangeman introduced Mr. Shutt who provided background information about his company. Mr. Shutt introduced Paramedic Anderson and Paramedic Prima who are currently supporting Truro for up to the next 6 months.

Chair Reed, Chief Collins, Mr. Shutt, Town Manager Tangeman, and Members discussed the following highlighted topics: housing in Orleans for the 2 traveling paramedics for 6 months; traveling paramedics transitioning to full-time employees with the municipalities to which they were placed; 71 North Pamet and securing the lease with the Truro Conservation Trust for housing for traveling paramedics; Lower Cape Ambulance Association terminating service on September 1, 2023; an update on the firefighter – paramedics positions approved at Town Meeting.

## **TABLED ITEMS**

None

## **SELECT BOARD ACTION**

- A. Walsh Property Community Planning Committee: Possible Appointment of Full Member; Possible Related Charge Changes to Membership; and Extension of Expiration Dates for Membership Terms Presenter: Darrin Tangeman, Town Manager, and Stephanie Rein, Select Board

Chair Reed provided an explanation on this action and announced the names of the candidates who expressed interest in serving on the Walsh Property Community Planning Committee (WPCPC). Members stated that they had reviewed the Applicants' applications and thanked all of them for their willingness to serve. The Members voiced their support to elevate one of the alternate members to the full-member seat and decrease the number of alternate members from two to one. Chair Reed then announced that the Members would move forward with two alternate members and thanked the other Applicants for their interest but hoped that they would find other opportunities to serve on other committees.

Chair Reed welcomed Mr. Fischer and Mr. Richter who both expressed their interest in serving on the WPCPC as a full-time Member and as an alternate Member respectively.

**Member Rein made a motion to appoint Jeffrey Fischer to an unexpired full-member seat on the Walsh Property Community Planning Committee for a term expiring on October 21, 2023. Member Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**

**Member Dundas - Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

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

**Member Rein made a motion to revise the Walsh Property Community Planning Committee Charge to decrease the number of alternate members from two to one, as provided.**

**Member Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**

**Member Dundas - Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

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

**Member Rein made a motion to extend the appointments of all Walsh Property Community Planning Committee members from October 13, 2023 to October 21, 2023.**

**Member Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**

**Member Dundas - Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

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

**Chair Reed made a motion to appoint Raphael Richter to an unexpired alternate member seat on the Walsh Property Community Planning Committee for a term expiring on October 21, 2023.**

**Member Rein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**

**Member Dundas - Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

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

- B. **JOINT AGENDA ITEM WITH THE FINANCE COMMITTEE: Vote to Approve/Direct the Town Manager to Pursue LCAA Ambulance utilizing Fire/EMS Capital Outlay Funds and Recommend Path Forward for Additional Funding Presenter: Timothy Collins, Fire Chief, and Alex Lessin, Finance Director**

Town Manager Tangeman provided background information on this topic before turning over the presentation to Chief Collins and Finance Director Lessin.



Following their presentation, Finance Committee Chair Bob Panessiti called a Finance Committee meeting to order for a discussion of this topic with Member Meads and Member Richter. The three members of the Finance Committee voiced their support for the Select Board's expected motion and did so by unanimous 3-0-0 vote. Chair Panessiti then closed the Finance Committee meeting.

**Member Dundas made a motion to direct staff to pursue the purchase of the Lower Cape Ambulance Association Ambulance and to approve the use of a portion of the Transfer funds approved on May 23, 2023 encumbered into FY2024 line item 02022058-587000 F/R/EMS Capital: Replacement Equipment.**

**Member Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**

**Member Dundas - Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

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

- C. Review and Establish Concert Committee as Standing Committee, Approve Charge for Concert Committee, and Appointment of New Member Presenter: Darrin Tangeman, Town Manager

Town Manager Tangeman asked Assistant Town Manager Clark to provide background information on this topic. Members discussed with Co-Chairs Field and Hickey the need for 9 members of the Concert Committee and the need for 5 members to be present as a quorum for any committee meeting and voting actions.

**Chair Reed made a motion to establish the Concert Committee as a standing committee and adopt the Truro Concert Committee charge as presented.**

**Member Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**

**Member Dundas - Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

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

**Vice Chair Areson made a motion to amend the Concert Committee charge to make membership 7 voting members and 2 alternate members. The membership may be increased or lowered in seats by a vote of the Select Board.**

**Member Rein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**

**Member Dundas - Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**  
**So voted, 5-0-0, motion carries.**

Chair Reed then led the interview of Ms. Maurer to serve on the Concert Committee with the Members.

**Vice Chair Areson made a motion to appoint Charlo Maurer as an alternate member to the Concert Committee for a three-year term expiring June 30, 2024.**  
**Member Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**  
**Member Dundas - Aye**  
**Member Weinstein - Aye**  
**Member Rein - Aye**  
**Chair Reed – Aye**

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

- D. Review and Approve Charge for Ad Hoc Building Committee for Public Works Facility  
Presenter: Darrin Tangeman, Town Manager

Town Manager Tangeman provided background information on this topic with input from DPW Director Cabral to the Members.

**Vice Chair Areson made a motion to adopt the Ad Hoc Committee for the Public Works Facility charge, as proposed.**

**Member Rein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**  
**Member Dundas - Aye**  
**Member Weinstein - Aye**  
**Member Rein - Aye**  
**Chair Reed – Aye**

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

- E. Public Works Facility General Update, Funding Options, and Discussion and Possible Vote on Special Town Meeting Article  
Presenter: Jarrod Cabral, Public Works Director

DPW Director Cabral provided an update on this topic to the Members with input from Town Manager Tangeman, Assistant Town Manager Clark and Finance Director Lessin. Members and DPW Director Cabral and Finance Director Lessin discussed the options presented by DPW Director Cabral and included in Select Board Agenda Item 7E.

**Chair Reed made a motion to direct staff to prepare 2 Articles associated Option 1 and Option 2 ballot questions for the engineering and construction costs for the new Public Works Facility with amended language provided by Vice Chair Areson.**

**Vice Chair Areson seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**  
**Member Dundas - Aye**

**Member Weinstein - Aye**  
**Member Rein - Aye**  
**Chair Reed – Aye**  
**So voted, 5-0-0, motion carries.**

F. Referral of Zoning Bylaw Amendments Presenter: Darrin Tangeman, Town Manager

**Vice Chair Areson made a motion to refer the proposed bylaw amendments to the Planning Board for public hearing pursuant to MGL c.40A, §5.**

**Member Rein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**

**Member Dundas - Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

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

G. Discussion and Vote to Recommend Special Town Meeting Articles Presenter: Darrin Tangeman, Town Manager

Prior to this discussion, Chair Reed announced that the Members would not vote on recommended Special Town Meeting Articles this evening.

Chair Reed recognized Mr. Kuechler who presented his citizen-petitioned Article regarding the DPW campus design and development project for Town Hall Hill. After Mr. Kuechler's presentation, he thanked the Members for their consideration.

Following Mr. Kuechler's comments, the Members, Town Manager Tangeman, and Mr. Kuechler discussed the potential conflict of interest by individuals who are part of the DPW Study Group.

Chair Reed recognized Ms. Greenbaum who presented her citizen-petitioned Article as a private citizen and not as the chair of the Planning Board. This Article is to continue the work of having community representation in the ongoing design and development process with the Walsh property and incorporates a few lessons learned from the current Walsh Property Community Planning Committee. There were no questions or comments from the Members or the public.

Chair Reed recognized Ms. Holt who first expressed appreciation for the Truro Fire Department and then presented her citizen-petition for a Senior Pass Program. Ms. Holt asked the Members for their support. Members thanked Ms. Holt for her efforts and asked her the following questions: the financial impact of the Senior Pass Program as related to the Town budget and revenue, the application of the Senior Pass Program to second-home property owners, and the Commonwealth of Massachusetts' definition of "senior citizen" as age 60.

Chair Reed announced that the Duplex and Special Permit Bylaw amendments would not be presented by Ms. Greenbaum but Members would discuss without any presentations. Assistant Town Manager Clark added input to the discussion. Chair Reed noted that KP Law had suggested revisions for the

Planning Board regarding the Duplex articles and Ms. Greenbaum stated that the Planning Board had not yet received them. Chair Reed noted that they were on the way to the Planning Board.

**Chair Reed made a motion to refer the proposed Bylaw amendments to the Planning Board for public hearing pursuant to Massachusetts General Law Chapter 40A §5.**

**Member Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**

**Member Dundas - Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

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

### **CONSENT AGENDA**

A. Review/Approve and Authorize Signature:

1. One-Day Alcohol License Application-Truro Historical Society (Highland House Museum)

2. Sunday One-Day Entertainment License Application-Vinegrass Festival at Truro Vineyards

3. Sunday One-Day Entertainment License Application-Truro Treasures Grape Stomp at Truro Vineyards

B. Review and Approve Appointment Renewals: NONE

C. Review and Approve Select Board Minutes: NONE

**Chair Reed made a motion to approve the Consent Agenda as printed in the packet.**

**Vice Chair Areson seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**

**Member Dundas - Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

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

### **SELECT BOARD REPORTS/COMMENTS**

Member Rein thanked Health and Conservation Agent Emily Beebe and Assistant Health and Conservation Agent Courtney Warren for their assistance with a resident who did not have well water for five days. The Town staff were able to resolve the residents' issue within ten minutes upon their arrival at the home demonstrating their skills and expertise.

Member Weinstein thanked whoever organized the recent Walsh Property discussion and the meeting was very successful. Member Weinstein also thanked Vice Chair Areson and Member Dundas for their attendance at the recent Walsh Property Community Planning Committee meeting.

Member Dundas thanked the Walsh Property Community Planning Committee (WPCPC) for the recent meeting as it was a successful event. Member Dundas also thanked Health and Conservation Agent Emily Beebe and the Board of Health for their professionalism helping the residents of Truro. The Cemetery Commission thanked the DPW for help keeping the roads safe despite the heavy recent rain.

Vice Chair Areson thanked the WPCPC for the recent meeting and noted that it was well attended. Vice Chair Areson noted that the WPCPC still had a lot of work to be done to revise the plan. Vice Chair Areson also provided an update on Select Board hours and the Local Comprehensive Plan Committee (LCPC). A final draft will be submitted to the Select Board and there will be a public forum on September 7, 2023, at 5 pm, at the Community Center. Childcare will be available. Vice Chair Areson suggested adding the LCPC's final draft to the agenda of a future Select Board meeting and there were no objections.

Chair Reed thanked the Healey-Driscoll Administration for their work to obtain funding for the Bourne and Sagamore Bridges.

### **TOWN MANAGER REPORT**

Town Manager Tangeman said that tomorrow the Town staff will release a 22-minute video on the DPW Facility project and will include DPW Director Jarrod Cabral and Health and Conservation Agent Beebe. Town Manager Tangeman also discussed the significant increase in public records requests over the last several months and the negative impact on Town staff. If this trend continues, the Town will need someone whose sole responsibility is to manage the requests and this process. Town Manager Tangeman also said that he will put out a notification for another "Town Manager Coffee" for next Monday as the last one was well attended. More information will be provided tomorrow.

Town Manager Tangeman then reviewed the agenda for the next meeting on September 12, 2023.

After Town Manager Tangeman's report, Chair Reed reminded the Members about goals and objectives suspense dates for completion and requested that Members review and manage the ones to which they were assigned. Chair Reed requested an update on the Housing Production Plan and Assistant Town Manager Clark stated that the Planning Board was awaiting a revised version from the Truro Housing Authority. Chair Reed asked Town Manager Tangeman for the Town staff to reach out to the Truro Housing Authority as it would be a wonderful opportunity to have a completed Housing Production Plan by the end of the year.

**Member Dundas made a motion to adjourn at 8:25 pm.**

**Member Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson - Aye**

**Member Dundas - Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

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

Respectfully submitted,



Alexander O. Powers  
Board/Committee/Commission Support Staff

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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, Member

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Robert Weinstein, Member

**Public Records Material Attachments**

Legal Notice

Draft Revised Charge of Walsh Property Community Planning Committee

Application to Serve – Kristen Arute

Application to Serve – Jeffrey Fischer

Application to Serve – David Leviatin

Application to Serve – Gabrielle Ment

Application to Serve – Raphael Richter

Application to Serve – Daniel Winslow

Final Fire Apparatus Proposal for Braum Ambulance

DPW Vehicle Onboarding Assessment

Select Board Meeting Minutes of September 2, 2001 Meeting

Truro Concert Committee Mission Statement from Website

Draft Truro Concert Committee Charge

Application to Serve – Charlo Maurer

Draft Ad Hoc Building Committee for Public Works Facility Charge

§ 40.1 - Duplex Houses

§30.8(B) - Special Permits

Citizen's Petition-Article to Continue community Involvement in the Walsh Design and Development Process

Citizen's Petition- DPW Campus Design and Development Project for Town Hall Hill

Citizen's Petition- Senior Pass Program

One-Day Alcohol License Application for Truro Historical Society

One-Day Entertainment Application – Vinegrass

One-Day Entertainment Application – Truro Vineyards  
Public Comment Statement (dated 8/22/2023) RE: Conflicts of Interest – Karen Ruymann (for inclusion  
into these Select Board Meeting Minutes per Town staff email dated 8/24/2023)