



Truro Select Board Hybrid Meeting

Tuesday, April 9, 2024

Executive Session-4:00 pm

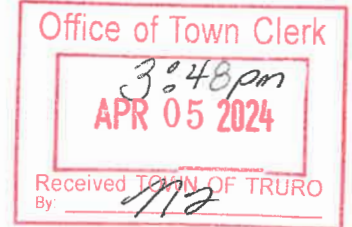
Regular Meeting-5:00 pm

Truro Town Hall, 24 Town Hall Road

EXECUTIVE SESSION

<https://us02web.zoom.us/j/89822451850>

1-309-205-3325 Meeting ID: 898 2245 1850



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 Truro TV.

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

- (1) in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 3, to discuss strategy with respect to potential litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares; and*
- (2) in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 5 to consider the filing of criminal complaints; and not to reconvene in open session.*

REGULAR MEETING

<https://us02web.zoom.us/j/83603139010>

1-309-205-3325 Meeting ID: 836 0313 9010

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 1-309-205-3325 and enter the following access code when prompted: 836 0313 9010 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/83603139010>** Please note that there may be a slight delay (15-30 seconds) between the meeting and the live-stream (and television broadcast). If you are watching the meeting and calling in, please lower the volume on your computer or television during public comment so that you may be heard clearly. We ask that you identify yourself when calling in to help us manage multiple callers effectively.

1. PUBLIC COMMENT

2. PUBLIC HEARINGS – NONE

3. INTRODUCTION TO NEW EMPLOYEES – NONE

4. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Interview and Possible Appointment of Candidate to the Climate Action Committee-Mark Gebhardt

5. STAFF/ COMMITTEE UPDATES

- A. Town Meeting Planning Update
Presenter: Darrin Tangeman, Town Manager, and Paul Wisotzky, Town Moderator
- B. Update on FY24 Pamet River Restoration Grant
Presenters: Darrin Tangeman, Town Manager and Emily Beebe, Health and Conservation Agent

6. TABLED ITEMS – NONE

7. SELECT BOARD ACTION

- A. Review and Possible Approval of Paddle Craft Rack Program and Nonmotorized Watercraft Storage Program
Presenter: Damion Clements, Director of Community Services
- B. Review and Approve Fees for the Truro Summer Rec Youth Program
Presenter: Damion Clements, Director of Community Services
- C. Presentation, Discussion, and Possible Approval of the C.A.P.E. Public Health Collaborative Inter-Municipal Agreement (IMA)
Presenter: Emily Beebe, Health and Conservation Agent
- D. Discussion and Possible Approval of Special and Annual Town Meeting Motions
Presenter: Darrin Tangeman, Town Manager
- E. Discussion and Possible Approval of Regulations for Short-Term and Long-Term Rentals
Presenter: Darrin Tangeman, Town Manager

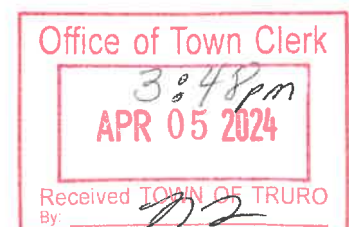
8. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. MassDOT Event Notification Form for Second Summer Cycle
 - 2. FY22/23 CDBG housing Rehab Contract with The Resources Inc and Certified Board Vote for Housing Rehab Mortgages
 - 3. FY24 Pamet River Restoration Standard Contract with Scope of Services
 - 4. Seasonal Weekday Entertainment License and Application – Sustainable Cape Farmer’s Market
- B. Review and Approve Appointment Renewals: None
- C. Review and Approve 2024 Seasonal Business Licenses: Days Market and Deli (Transient Vendor and Common Victualer), Jules Besch Stationers (Transient Vendor)
- D. Review and Approve Select Board Meeting Minutes: February 8, 2024, Work Session Minutes; February 13, 2024 Minutes; March 7, 2023 Minutes

9. Select Board Reports/Comments

10. Town Manager Report

11. Next Meeting Agenda: Regular Meeting: April 23, 2024





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: April 9, 2024

ITEM: Interview and Possible Appointment of Mark Gebhardt to the Climate Action Committee.

EXPLANATION: The Climate Action Committee has two 3-year vacancies and a one-year alternate vacancy. Mr. Gebhardt has submitted an application to serve on the Committee.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Climate Action Committee seats will remain vacant and may result in difficulty for the Committee to reach a quorum.

SUGGESTED ACTION: *Motion to Appoint Mark Gebhardt to the Climate Action Committee for a three-year term expiring June 30, 2026.*

ATTACHMENTS:

1. Application to Serve-Mark Gebhardt

Application to Serve on a Board or Committee

Applicant Information

Last Name

Gebhardt

First Name

Mark

Middle Initial

C.

Email Address

Phone Number

Address (Street)

6 Short Lots Lane

Address (City)

PO Box 2010

Address (State)

Massachusetts

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box 2010, Truro, MA 02666

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

Yes

No

Board/ Committee Information

What Board/ Committee Are You Applying For?

Climate Action Committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

I am a (mostly) retired physician with an MD degree and a BS in Biology. I wish to become more involved in Truro and am concerned about our environment. I believe I have the skills to contribute to this committee.

Have you attended a meeting of the committee listed above?

Yes

No

Have you read the charge of the committee?

Yes

No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

Yes

No

Have you read the Select Board's current Goals and Objectives?

Yes

No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

Yes

No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

I have not reached out the the Chair or attended a meeting, but I plan to do both.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Board of Health
Community Preservation Committe
Planning Board

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I have a wealth of experience serving on hospital Boards and committees including the Medical Executive Committee of Beth Israel Deaconess Medical Center and Chair of the Board of Harvard Medical Faculty Physicians, Inc. in Boston. I have been a member of committees on several medical societies and President of the Association of Bone and Joint Surgeons, President of the Connective Tissue Oncology Society, the Musculoskeletal Tumor Society and a Board Member of the International Symposium of Limb Salvage to name a few. I am a Chaired Professor at Harvard Medical School and I received the Diversity Award from the American Academy of Orthopaedic Surgeons.

I am very much a team player and as a Chair of my Department, ran an open, collegial leadership structure that was transparent and included listening to the voices and opinions of each faculty member. I ran the Department based as much as possible on consensus. I believe the collective wisdom is superior to any one opinion.

I was also involved as a resident in Mission Hill in planning urban development and helping to create affordable housing as well as preserving the character of the Mission Hill neighborhoods.

Briefly list any other relevant experience such as professional work, training, education, etc.

I have taken leadership courses at the Chan School of Public Health at Harvard and business/leadership symposia at the Kellogg School of Business at Northwestern University in Chicago. The later was taught by faculty in their MBA program. I learned skills of negotiation, collaboration and consensus building.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

See above.

I am a clarinetist and principle clarinet for the Longwood Symphony Orchestra. I was a member of the Board of the Longwood Symphony for 25 years and Chair of the Board for several years in the past.

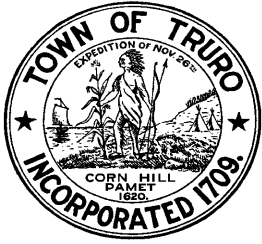
I am also a Board Member of the Apple Hill Center for Chamber Music in Nelson, New Hampshire

Signature

Mark C. Gebhardt

Date

02/26/2024



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager and Paul Wisotzky, Town Moderator

REQUESTED MEETING DATE: April 9, 2024

ITEM: Town Meeting Planning Update

EXPLANATION: Town Manager Tangeman and Town Moderator Paul Wisotzky will provide a brief update on Town Meeting preparations. Town Moderator Wisotzky and a team of staff members, including Town Manager Darrin Tangeman, Assistant Town Manager Kelly Clark, Town Clerk Elisabeth Verde, and Public Works Director Jarrod Cabral, have been meeting weekly to plan for the 2024 Special and Annual Town Meetings. Additionally, this group was joined by Police Chief Jamie Calise, Fire Chief Timothy Collins, members of the Truro Police Department, and Truro Superintendent Stephanie Costigan and Principal Pat Riley for a logistics and safety walkthrough at the Truro Central School.

Key notes for the public include:

- Parking for Town Meeting will be off-site at Head of the Meadow Beach. Buses will transport attendees. Lots will open at 8:00 am and buses will begin their rotations at that time.
- Check-in at Truro Central School will be in the gymnasium and will begin at 8:30 am. The number of check-in stations will be roughly double what they have been in the past. We ask attendees to arrive early to avoid delaying or missing the beginning of Town Meeting.
- On-site parking will be reserved for those most vulnerable citizens who are unable to utilize the bus transportation. These individuals may contact the Community Services Department to make arrangements.
- Transportation is available to pick individuals up from their homes as has been past practice. Please contact the Community Services Department to reserve transportation. Childcare will also be available again and families can register through the Community

Services Department.

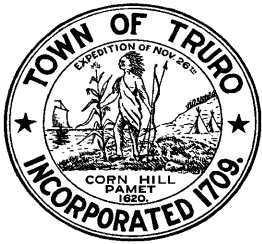
- Non-voters are asked to sit in the area designated for non-voters and voters are asked to sit in the area designated for voters. This is to help the proceedings and counting run efficiently and accurately.
- Motion books will be provided to help attendees follow along with the proceedings. Motion forms will also be available for voters that wish to make amendments to motions.
- www.truro-ma.gov/townmeeting will be updated frequently with important information. Attendees are encouraged to visit this page frequently. Messaging will also go out through Truro Talks newsletter, ALERTruro, social media and News & Announcements on the homepage of the Town of Truro website.
- Reminder: Pre- Special Town Meeting is Thursday, April 11th (virtual) and Pre- Annual Town Meeting is Wednesday, April 24th (in-person and virtual).

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: Administration

REQUESTOR: Darrin Tangeman, Town Manager and Emily Beebe, Health and Conservation Agent

REQUESTED MEETING DATE: April 9, 2024

ITEM: Update on FY24 Pamet River Restoration Grant

EXPLANATION: Town Manager Darrin Tangeman and Health & Conservation Agent Emily Beebe will update the Board on a grant awarded to the Town of Truro secured by Public Works Director Jarrod Cabral and Health & Conservation Agent Beebe. The Pamet River Restoration Project will advance data collection, feasibility, modeling, design, and permitting to support the remediation of tidal restrictions along the Pamet River within four focus areas: Lower Pamet River, Little Pamet River, Eagle Neck Creek, and Mill Pond. These elements will support the goal of restoring tidal flow and wetland functioning within the Pamet River system.

The reimbursable grant of \$1,524,999 was awarded by the Executive Office of Energy & Environmental Affairs/Coastal Zone Management as part of the Coastal Zone Management Habitat Protection and Restoration Infrastructure Investment and Jobs Act Competition (FY24 - FY26).

A consent agenda item to accept the grant is included in tonight's agenda (Agenda Item 8A3).

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: NONE

ATTACHMENTS: NONE



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Damion Clements, Director of Community Services

REQUESTED MEETING DATE: April 9, 2024

ITEM: Paddle Craft Rack and Non-Motorized Watercraft Storage Program.

EXPLANATION: Propose a paddle craft rack program and non-motorized watercraft storage program to include regulations and fees.

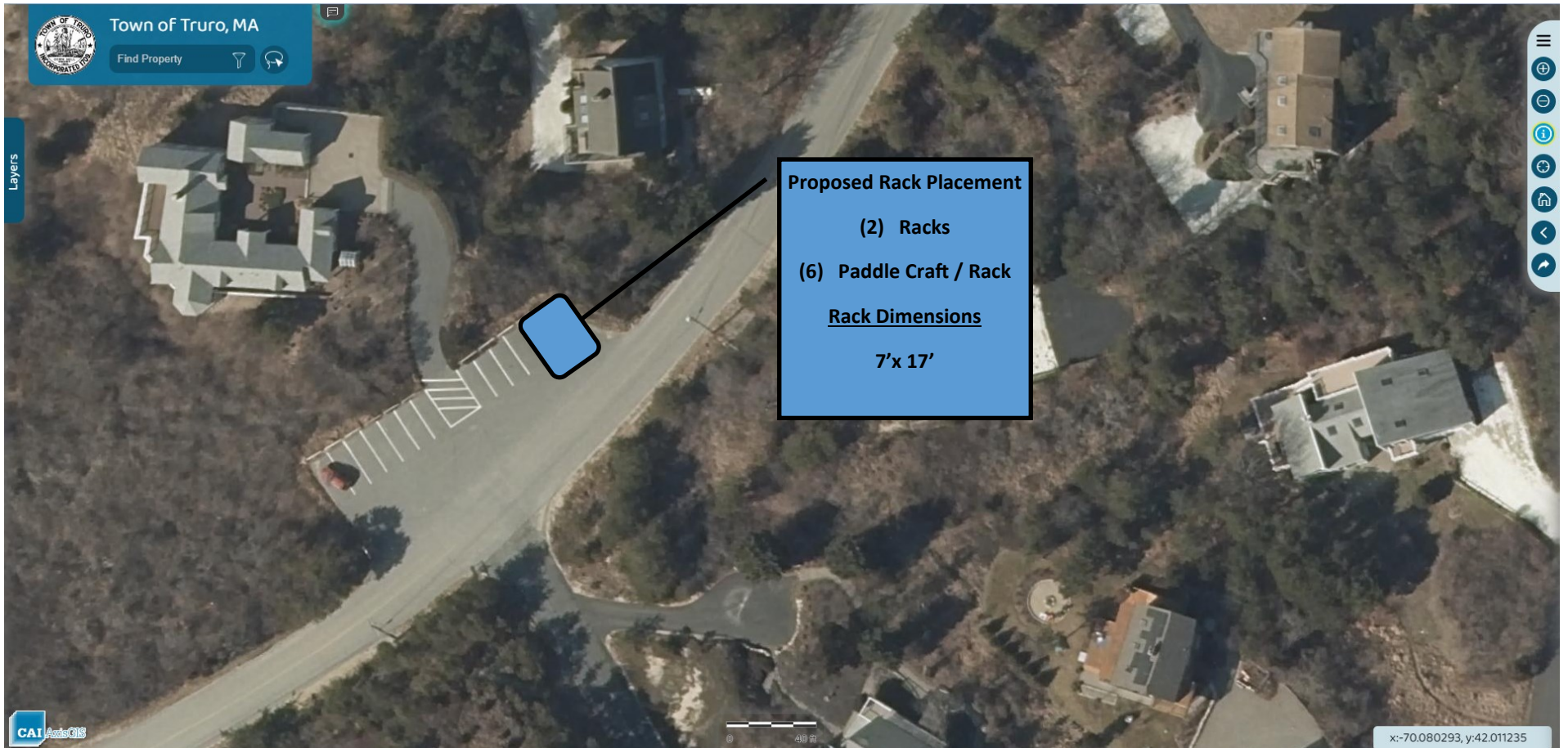
FINANCIAL SOURCE (IF APPLICABLE): CPC Mini Grant, Beach & Recreation Department Budget.

IMPACT IF NOT APPROVED: No fee charged for Paddle Craft Rack Program or Non-Motorized Watercraft Storage Program.

SUGGESTED ACTION: *Motion to approve the Paddle Craft Rack Program and Non-Motorized Watercraft Storage Program, the associated regulations and the fees as proposed.*

ATTACHMENTS:

1. Paddle Craft Rack Regulations
2. Non-Motorized Watercraft Storage Regulations
3. Picture of Paddle Craft / Watercraft Storage on Corn Hill Beach
4. Paddle Craft Rack Location – Great Hollow Beach
5. Paddle Craft Rack Location – Corn Hill Beach



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



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



Corn Hill Beach - 2023



Corn Hill Beach - 2023



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



TOWN OF TRURO

PADDLE CRAFT RACK REGULATIONS

2024

Purpose:

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

Requirements:

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

Fees:

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

Permits: Issued annually.

Locations:

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

Applications:

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

Terms of use:

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

Permit Requirements:

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

Suitable Vessel:

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

Stickers:

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

Selection Process:

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

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

Waiting list:

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

Responsibilities:

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

Permit Inspections:

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

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

Abandoned Vessel:

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

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

Vessel Storage:

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

Violations:

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

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

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

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



TOWN OF TRURO
NON-MOTORIZED WATERCRAFT
STORAGE REGULATIONS
2024

Purpose:

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

Requirements:

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

Fees:

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

Permits: Issued annually.

Locations:

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

Applications:

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

Terms of use:

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

Permit Requirements:

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

Suitable Vessel:

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

Stickers:

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

Selection Process:

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

Waiting list:

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

Responsibilities:

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

Permit Inspections:

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

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

Abandoned Vessel:

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

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

Vessel Storage:

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

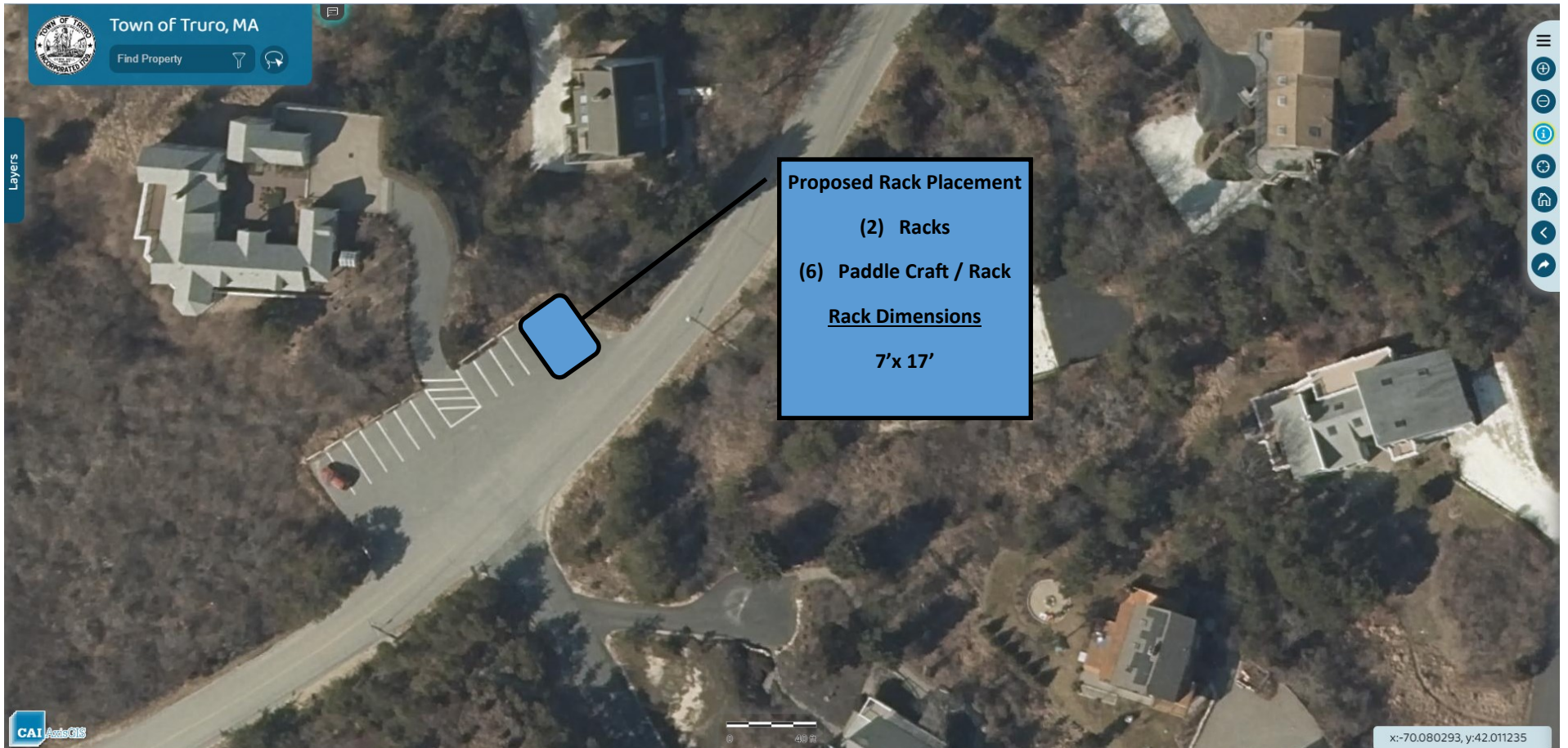
Violations:

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

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

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

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



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



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



Corn Hill Beach - 2023



Corn Hill Beach - 2023



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



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Damion Clements, Director of Community Services

REQUESTED MEETING DATE: April 9, 2024

ITEM: Review and Approve Fees for the Truro Summer Rec Youth Program

EXPLANATION: Due to the Community Sustainability Program initiative approved at the 2023 Truro Annual Town Meeting, the department is looking to provide a 7-week summer youth program for Truro residents at a minimal cost, and to non-residents at a reasonable cost.

FINANCIAL SOURCE (IF APPLICABLE): Recreation and Beach Department appropriations.

IMPACT IF NOT APPROVED: Increased financial hardship on Truro residents requiring childcare during the summer.

SUGGESTED ACTION: *MOTION TO approve Summer Recreation Youth Program Fees as presented.*

ATTACHMENTS: Proposed Summer Rec Youth Program Fees – 2024.

2023 Summer Rec Rates			
		<i>RESIDENT</i>	<i>NONRESIDENT</i>
MORNING	WEEKLY	\$ 60.00	\$ 125.00
	ENTIRE	\$ 240.00	\$ 500.00
AFTERNOON	WEEKLY	\$ 100.00	\$ 175.00
	ENTIRE	\$ 340.00	\$ 600.00
FULL DAY	WEEKLY	\$ 160.00	\$ 300.00
	ENTIRE	\$ 580.00	\$ 1,100.00



RECREATION & BEACH DEPARTMENT

**PROPOSED
SUMMER REC
YOUTH PROGRAM FEES -
2024**

Proposed 2024 Summer Rec Youth Program Rates			
		<i>RESIDENT</i>	<i>NON-RESIDENT</i>
WEEKLY		\$ -	\$ 165.00
*FULL SEASON		\$ -	\$ 1,150.00
Registration Fee Per Child		\$ 50.00	
* 7 WEEKS (JULY 1 - AUGUST 16, 2024) 8:00 AM - 4:30 PM			

Projected 2024 revenue to the General Fund \$14,500.00

2023 data: 50 Residents, 10 Non-Residents | \$18,500.00 deposited to General Fund

Recreation Advisory Committee
3/25/2024

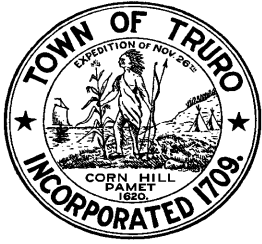
Yea	Nay
4	0

**RULES AND REGULATIONS FOR TRURO RECREATION PROGRAM
ELIGIBILITY FOR TAXPAYERS, RESIDENTS AND VISITORS**

The following rules and regulations determine eligibility for Truro Resident pricing for Truro Recreation Department programs. For youth participants, the requirements must be met by the parent / legal guardian of the child. Appropriate documentation may be required to demonstrate that the guardian has legal, medical, and/or tax responsibilities for the child. Failure to provide such documentation upon request will require that the child is charged a non-resident rate.

To be eligible for a Truro Recreation Program Resident rate, the participant must be one of the following or must be the dependent child of one of the following:

1. A registered voter in the Town of Truro.
2. Listed as year-round resident on the Town of Truro street listing. If not listed, a copy of a year round lease or a letter from your landlord is required and vehicle registration in the Town of Truro at that address and driver’s license in Massachusetts RMV records must reflect the Truro address as well. In accordance with Massachusetts law, ‘within 30 days of an address change you must notify the MA RMV.’
3. The spouse or domestic partner of a listed property owner with the same year round address on a driver’s license, picture ID or Student ID.
4. The dependent of a listed property owner with the same year round address on a Driver’s license, picture ID or Student ID.
5. Property owner of record in the Barnstable County Registry of Deeds.
6. Active military personnel whose home of record is Truro.
7. The owner of record of a property held in trust, owned by an LLC or other legal entity.
8. Participant who attends Truro Central School by exercising “school choice.”



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Health and Conservation

REQUESTOR: Emily Beebe, Health and Conservation Agent

REQUESTED MEETING DATE: April 9, 2024

ITEM: Presentation, Discussion, and Possible Approval of the C.A.P.E. Public Health Collaborative Inter-Municipal Agreement (IMA)

EXPLANATION: Brief presentation and discussion about the C.A.P.E. Public Health Collaborative Inter- Municipal Agreement (IMA) for the Public Health Excellence shared services grant, between Barnstable County and the Town of Truro.

Barnstable County has been awarded a Public Health excellence grant for shared services by the Commonwealth, to increase local public health capacity through cross-jurisdictional shared services and agreements. The IMA with Barnstable County recognizes the existing 4 town (Outer Cape) IMA, and this agreement does not affect or supersede our OC agreement. The attached IMA was approved by the Truro Board of Health on February 20.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Truro will not be a part of the C.A.P.E. Public Health Collaborative Inter-Municipal Agreement (IMA).

SUGGESTED ACTION: *Motion to approve entering into the C.A.P.E. Public Health Collaborative Inter-Municipal Agreement (IMA) and to electronically sign.*

ATTACHMENTS:

1. IMA document

**C.A.P.E. Public Health Collaborative
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant**

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the Bourne, Brewster, Chatham, Dennis, Eastham, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, and Wellfleet hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Barnstable County Department of Health and Environment (hereinafter referred to as “BCDHE”) in its capacity as Host Agent of the C.A.P.E. Public Health Collaborative, (hereinafter referred to as “C.A.P.E. PHC”) this 4th day December, 2023, as follows:

WHEREAS, the BCDHE was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report; and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

WHEREAS the Municipalities recognize that there is an Inter-Municipal Agreement amongst the Towns of Provincetown, Truro, Wellfleet, and Eastham, dated July 1, 2018 that shall remain in full force and effect and is not superseded or amended in any way by this Agreement; and

WHEREAS, the BCDHE, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”; and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the “C.A.P.E. PHC,” which shall hereinafter be

referred to as the “Collaborative.” The Collaborative, acting by and through a governance board (“Governance Board”) as established in Section 5 of this Agreement, and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the BCDHE, and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the BCDHE, acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the BCDHE shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The BCDHE shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Governance Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Governance Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The BCDHE, as Lead Municipality, shall hire and employ a Shared Services Coordinator who may or may not be the BCDHE’s Director of Public Health, and, through the Shared Services Coordinator and its Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 10% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Governance Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial

status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any Barnstable County Health Department staff working on behalf of the Collaborative, or the Governance Board shall be considered employees of Barnstable County and shall be accorded all benefits enjoyed by other Barnstable County employees within the same classification as they are or shall be established.

5. Governance Board

There shall be a Governance Board which shall be convened not less than quarterly by the Governance Board Chair/Co-Chairs.

- a. **Composition:** one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member and may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. **Voting:** Each participating municipality shall be entitled to one vote on the Governance Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. **Quorum:** A majority of the voting members of the Governance Board shall constitute a quorum for the purposes of transacting business. The Governance Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. The Governance Board roles and responsibilities for the Collaborative only include, but are not limited to:
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for C.A.P.E. PHC.
 - 5) Adopt any Collaborative-wide policies and recommended regulations.
 - 6) Review and provide recommendations on operating budgets.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
 - 9) Review financial status and financial statements provided by the Shared Services Coordinator.
 - 10) Review and provide recommendations on reports from staff.
 - 11) Hire, evaluate and terminate staff.

e. Meetings. The Governance Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:

- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Governance Board within the boundaries of said Municipality, and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
- b. Each Municipality will be a member of the Governance Board as established pursuant to this Agreement, and appoint and maintain two Governance Board representatives at all times.
- c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Governance Board meetings (either in-person or via remote access) throughout the life of this Agreement.
- d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
- e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Governance Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
- f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
- g. Each Municipality will help promote and market the Shared Services Program and its services within their community.

7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Governance Board, or the BCDHE pursuant to this Agreement, shall be deposited with the treasurer of the BCDHE and held as a separate grant account and may be expended, with the approval of the Governance Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Governance Board may authorize a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 10% of Grant Program funding for administrative costs that the BCDHE may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Governance Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The BCDHE, as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the BCDHE shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Governance Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Governance Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by Barnstable County. It is the intention of Barnstable County to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Barnstable County and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Governance Board to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Governance Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Governance Board must approve any and all grants or grant applications submitted as a Collaborative. The Governance Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. It is the intent that employees providing shared services will be Barnstable County employees, however, employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not County or regional employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The BCDHE and the Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, Three Million Dollars (\$3,000,000) aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. The addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Governance Board.

12. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its County Commissioner may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Governance Board, and a new Lead Municipality shall thereafter be designated by the Governance Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Governance Board any pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Governance Board, by vote of the remaining members, has the authority to reallocate grant funding or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Governance Board for analysis by the Shared Services Coordinator and the Governance Board.

13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Governance Board, at a meeting of the Governance Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Governance Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' Chief Executive Officers.
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.

22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Bourne:

Terri Guarino (contact name)
tguarino@townofbourne.com (email)
508-759-0615 x1513 (phone)
Town of Bourne, 24 Perry Avenue, Buzzards Bay, MA 02532 (address)

Town of Brewster:

Amy Von Hone (contact name)
avonhone@brewster-ma.gov (email)
508-896-3701 x1120 (phone)
Town of Brewster, 2198 Main Street, Brewster, MA 02631 (address)

Town of Chatham:

Judith Giorgio (contact name)
jgiorgio@chatham-ma.gov (email)
508-945-5165 (phone)
Town of Chatham, 549 Main Street, Chatham, MA 02633 (address)

Town of Dennis:

Kristin Keller (contact name)
kkeller@town.dennis.ma.us (email)
508-760-6158 (phone)
Town of Dennis, 685 MA-134, South Dennis, MA 02660 (address)

Town of Eastham:

Hillary Lemos (contact name)
hgreenberg-lemos@eastham-ma.gov (email)
508-240-5900 x3229 (phone)
Town of Eastham, 2500 State Highway, Eastham, MA 02642 (address)

Town of Harwich:

Carrie Schoener (contact name)
cschoener@harwich-ma.gov (email)
508-430-7509 (phone)
Town of Harwich, 732 Main Street, Harwich Center, MA 02645 (address)

Town of Mashpee:

Zachary Seabury (contact name)
zseabury@mashpeema.gov (email)

508-539-1426 (phone)
Town of Mashpee, 16 Great Neck Road North. Mashpee, MA 02649 (address)

Town of Orleans:
Alex Fitch (contact name)
afitch@town.orleans.ma.us (email)
508-240-3700 x2450 (phone)
Town of Orleans, 19 School Road, Orleans, MA 02653 (address)

Town of Provincetown:
Lezli Rowell (contact name)
lrowell@provincetown-ma.gov (email)
508-487-7000 x529 (phone)
Town of Provincetown, 260 Commercial St., Provincetown, MA 02657 (address)

Town of Sandwich:
Healthier Gallant (contact name)
hgallant@sandwichmass.org (email)
508-888-4200 (phone)
Town of Sandwich, 100 MA-6A, Sandwich, MA 02563 (address)

Town of Truro:
Emily Beebe (contact name)
Ebeebe@truro-ma.gov (email)
508-349-7004 x32 (phone)
Town of Truro, 24 Town Hall Road, Truro, MA 02666 (address)

Town of Wellfleet:
Meredith Ballinger (contact name)
meredith.ballinger@wellfleet-ma.gov (email)
508-349-0308 (phone)
Town of Wellfleet, 300 Main Street, Wellfleet, MA 02667 (address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter herein, superseding all prior agreements and understandings between all of the Municipalities in the Collaborative. The Inter-Municipal Agreement among the Towns of Provincetown, Truro, Wellfleet, and Eastham, dated July 1, 2018 remains in full force and effect and is not superseded or amended in any way by this Agreement. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of _____ Select Board

Date

Town of _____ Board of Health

Date

Town of _____ Select Board

Date

Town of _____ Board of Health

Date

Town of _____ Select Board

Date

Town of _____ Board of Health

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Date

Town of _____ Select Board

Date

Town of _____ Board of Health

Date

Mark Forest- Chair

Barnstable County Commissioner

Date

Sheila Lyons- Member

Barnstable County Commissioner

Date

Ronald Bergstrom- Member

Barnstable County Commissioner

Date

EXHIBIT A

Grant agreement between the BCDHE and the Commonwealth of Massachusetts – to be attached.

EXHIBIT B

The scope of services the BCDHE shall provide the following services in coordination with member municipalities:

The County of Barnstable will:

1. By March 31, 2022, designate a management position from the lead entity to coordinate between municipalities and with DPH.
2. By March 31, 2022, submit letters of commitment to be part of the Shared Services Area from all municipalities included in the application. If a municipality included in the application does not provide a letter of commitment, provide a brief statement of explanation. Changes to the involved municipalities must be agreed upon by DPH and the vendor.
3. Hire a Shared Services Coordinator by July 31, 2022.
4. Develop or enhance a shared service arrangement in alignment with the recommendations of the Special Commission on Local and Regional Public Health (SCLRPH).

5. Ensure adequate staffing support and adequately trained staff to meet the needs of the shared service area and comply with the SCLRPH recommendations on workforce standards.

6. Establish and/or enhance a governance structure that involves representatives of all participating municipalities. Governance boards must meet regularly under established rules of

procedures to make democratic decisions about district policies, personnel, operations, and finances.

7. Enhance capacity of shared service area to acquire, store, and use data to improve public health. Provide a statement of commitment to utilizing MAVEN, MIIS, and new public health data reporting system under development.

8. Participate in local board of health/health department capacity and workforce standards assessments using the tools provided by the OLRH.

9. Provide quarterly progress updates, quarterly expense reports, and an annual report in a format and method provided by OLRH.

10. Attend contract, training, learning collaborative, and evaluation meetings when requested by OLRH staff.

11. Seek prior approval from OLRH for changes in the proposal and use of funding or publishing research, etc.

12. Submit a full, detailed workplan by September 30, 2022, for the shared services area in a format, content, and method provided by OLRH. These work plans will be based on the results of a capacity assessment.

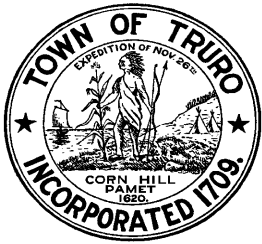
13. A strategic plan will be required following a capacity assessment at a date to be determined by DPH. Staffing. Staffing patterns should be arranged to meet the needs of the proposed cross-jurisdictional sharing arrangement and be in compliance with the SCLRPH workforce standards, and may include Health Director/Agent, Deputy/Assistant Director, Inspector(s), Public Health Nurse(s), Epidemiologist(s), Shared Services Coordinator and/or Clerk. The vendor will participate in the workforce standards assessment and will submit a

workforce development plan to bring the shared services partners in compliance with the standards.

The Shared Services Program grantee is required to have a management position from the lead entity whose responsibilities include coordination between municipalities and with DPH. Grantees must also identify an individual who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings. This could be the same individual serving in the coordination role.

Allowable Costs

Grant funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, training, and related expenses. The primary purpose of this procurement is to expand local public health capacity by adding staff and ensuring adequately trained staff to provide direct public health services. The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds cannot be used for capital expenses under any circumstances. Funds cannot be used to supplant existing municipal funding for public health services



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: April 9, 2024

ITEM: Discussion and Possible Approval of Special and Annual Town Meeting Motions

EXPLANATION: Historically, the Board prepares motions for each Town Meeting article and determines which Select Board member will move each article. The 2023 Special Town Meeting motions were approved last fall, however, with the Meeting continued to May 4th, some of these motions may have changed. The Select Board held a work session on February 8, 2024 to begin the discussions on potential motion changes. Staff requests that the Board provide guidance on all Special Town Meeting motions, as these will help to inform the Pre-Special Town Meeting to be held on Thursday, April 11. As there is some overlap between Special and Annual Town Meeting articles, the Board may wish to discuss Annual Town Meeting motions as well.

It is important to note that these motions are the Board's recommended way of moving an article. Town Meeting voters may offer alternative motions on the floor of Town Meeting.

The previously prepared Special Town Meeting motions and assignments with notes are included for the Board's consideration. The Select Board may wish to make changes as to which member will read the proposed motion. Some articles may be more appropriately moved by a petitioner, a Planning Board member, or another registered voter, and staff requests that the Board indicate that at the meeting so that appropriate coordination efforts can occur. Please note that petitioned articles are assigned to the lead petitioner, although that individual may wish to delegate the motion to another registered voter.

Annual Town Meeting motions will be presented at the April 23, 2024 Select Board Meeting and assignments and votes will occur at that meeting. Once all Special and Annual Town Meeting motions are determined, a motion book will be prepared for distribution to Town Meeting voters and attendees.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Select Board's intended Special Town Meeting motions will not be approved.

SUGGESTED ACTION: *MOTION TO approve the motions for Special Town Meeting to assign movers of the articles as discussed.*

ATTACHMENTS:

1. Special Town Meeting Motions (with notes)
2. List of Annual Town Meeting Articles

Town of Truro

SPECIAL TOWN MEETING WARRANT

SATURDAY, OCTOBER 21, 2023
9 a.m. Check-In | 10 a.m. Start
Truro Central School

TRANSPORTATION & CHILDCARE AVAILABLE

*Reservations required. Please call the
Community Services Department to sign up by
Tuesday, October 17, 2023.*

(508) 413-9507

*Assistive listening devices (ALD) and material
in alternative formats may be arranged.
Please call Town Hall before 10/17/23.
(508)349-7004 x 110 or x 124*



SCAN ME



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TRURO CENTRAL SCHOOL DEBT EXCLUSION ARTICLE

TWO-THIRDS VOTE

Article 1: Borrowing Authorization for Truro Central School HVAC and Roof Repairs

I move that the Town appropriate One Million Four Hundred Thousand Dollars (\$1,400,000), to pay costs associated with engineering services, construction, and repairs related to the HVAC system and roof repairs at Truro Central School, including, but not limited to, the flat rubber roof with associated components, all HVAC ventilation components and heating system and controls, and for the payment of all other costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow said amount under and pursuant to p M.G.L. c. 44, §7(1), or any other enabling authority, and to issue bonds or notes of the Town therefor. No sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts needed to repay any bonds or notes issued pursuant to this vote from the limitations imposed by M.G.L. c. 59, §21C (Proposition 2 1/2).

MOVER: Susan Areson

DEPARTMENT OF PUBLIC WORKS FACILITY ARTICLES

TWO-THIRDS VOTE

Article 2: Authorization of Use of 340 Route 6 for Public Works Facility

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

MOVER: Robert Weinstein

TWO-THIRDS VOTE

Article 3: Borrowing Authorization for the Engineering and Construction of Public Works Facility

I move that the Town appropriate Thirty-Five Million Dollars (\$35,000,000), to pay costs of engineering and constructing a new Department of Public Works Facility, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow said amount under and pursuant to p M.G.L. c. 44, §7(1), or any other enabling authority, and to issue bonds or notes of the Town therefor. No sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts needed to repay any bonds or notes issued pursuant to this vote from the limitations imposed by M.G.L. c. 59, §21C (Proposition 2 1/2), and further authorize the Select Board and/or Town Manager to apply for and accept any Federal, State, County or other funds that may be available for this purpose and to enter into any agreements for acceptance of any such grants or funds which shall be used to offset the total appropriation authorized herein.

MOVER: Kristen Reed

TWO-THIRDS VOTE**Article 4: Borrowing Authorization for the Engineering of Public Works Facility**

I move that the Town appropriate Three Million Five Hundred Thousand Dollars (\$3,500,000.00), to pay engineering costs of a new Department of Public Works Facility, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow said amount under and pursuant to p M.G.L. c. 44, §7(1), or any other enabling authority, and to issue bonds or notes of the Town therefor. No sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts needed to repay any bonds or notes issued pursuant to this vote from the limitations imposed by M.G.L. c. 59, §21C (Proposition 2 1/2), and further authorize the Select Board and/or Town Manager to apply for and accept any Federal, State, County or other funds that may be available for this purpose and to enter into any agreements for acceptance of any such grants or funds which shall be used to offset the total appropriation authorized herein.

MOVER: John Dundas

WALSH PLANS

Article 5: Adoption of Walsh Property Community Planning Committee

Recommendations

I move that the Town adopt the recommendations of the Walsh Property Community Planning Committee (WPCPC) for uses of the Walsh Property, as contained in the WPCPC Report and Recommendations dated September 13, 2023, and as printed in the Warrant.

MOVER: Local Comprehensive Plan Committee Chair

Article 6: Establish an Ad Hoc Walsh Property Advisory Committee

I move that the Town establish an Ad Hoc Walsh Property Advisory Committee to be charged as printed in the Warrant.

MOVER: Stephanie Rein

LOCAL COMPREHENSIVE PLAN

Article 7: Adoption of Local Comprehensive Plan

I move that the Town adopt an updated Local Comprehensive Plan for Truro which has been developed by the Local Comprehensive Plan Committee, a copy of which plan is on file at the Town Clerk's office and posted on the Town's website, to constitute Truro's Local Comprehensive Plan as defined in Section 9 of the Cape Cod Commission Act (Chapter 716 of the Acts of 1989).

MOVER: Walsh Property Community Planning Committee Co-Chairs

SENIOR PASS NON-BINDING RESOLUTION

Article 8: Advisory Vote on Implementation of a Senior Pass Pilot Program

I move to recommend by way of a non-binding advisory vote that the Select Board research a Senior Pass Pilot Program that results in elimination or reduction of fees for transfer station access and beach permits for Truro property owners and resident seniors of an age to be determined and as defined by the Select Board on a one-year pilot program basis that would be effective in Fiscal Year 2025. The terms, requirements and costs of this Program shall be determined by the Select Board and shall require Board of Health approval as appropriate and may be contingent on an appropriation vote at the 2024 Annual Town Meeting. The administration of the program shall be overseen by the Select Board or its designee.

MOVER: Susan Areson

GENERAL BYLAW ARTICLES

Article 9: Amend General Bylaws to Add New Chapter IX Stormwater Management by Drainage, Erosion and Sediment Control

I move to amend the General Bylaws of the Town of Truro by adding new Chapter IX Stormwater Management by Drainage, Erosion and Sediment Control and renumbering the subsequent Chapters of the Bylaw accordingly by adding new language as printed in the Warrant.

MOVER: John Dundas

Article 10: Amend General Bylaws Chapter IV Public Safety to Add New Section 8 Curb Cuts

I move to amend the General Bylaws of the Town of Truro Chapter IV Public Safety, by adding a new Section 8, Curb Cuts by adding new language as printed in the Warrant.

MOVER: Robert Weinstein

ZONING BYLAW ARTICLES

TWO-THIRDS VOTE

Article 11: Amend Zoning Bylaw §30.8(B) Special Permits

I move to amend the Zoning Bylaw Section 30.8(B), Special Permits as printed in the Warrant.

MOVER: Kristen Reed

TWO-THIRDS VOTE

Article 12: Amend Zoning Bylaw §40.1 Duplex Houses and Apartments; and §30.2 Use Table

I move to amend Section 40.1, Duplex Houses and Apartments, and Section 30.2, Use Table, of the Zoning Bylaw as printed in the Warrant.

MOVER: Planning Board Chair

PETITIONED ARTICLES

Article 13: Article to Continue Community Involvement in the Walsh Design and Development Process- Petitioned Article

I move to postpone this article indefinitely.

MOVER: Lead Petitioner OR {Select Board Member}

**Article 14: DPW Campus Design and Development Project for Town Hall Hill-
Petitioned Article**

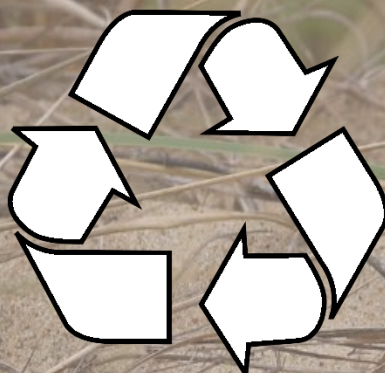
I move to postpone this article indefinitely.

MOVER: Lead Petitioner OR {Select Board Member}

Article 15: Senior Pass Program- Petitioned Article

I move to postpone this article indefinitely.

MOVER: Lead Petitioner OR {Select Board Member}



PLEASE CONSIDER RECYCLING THIS DOCUMENT

2024 Annual Town Meeting Articles

OPERATING BUDGET ARTICLES

Article 1: FY2025 Omnibus Budget Appropriation

Article 2: Amendments to the FY2024 Operating Budget Funded by Free Cash

Article 3: Transfer of Funds from Free Cash

CONSENT AGENDA: CUSTOMARY & HOUSEKEEPING ARTICLES

Article 4: Authorization to Hear the Report of Multi-member Bodies

Article 5: Authorization to Set the Salary of the Select Board

Article 6: Authorization to Set the Salary of the Moderator

Article 7: Revolving Fund Expenditure Limits

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

Article 9: Transfer of Funds from Affordable Housing Stabilization Fund to Affordable Housing Trust Fund

Article 10: Acceptance of M.G.L. Chapter 60, §15B Tax title collection revolving fund

FINANCIAL ARTICLES

Article 11: Acquisition of Truro Motor Inn with Debt Exclusion Contingency

Article 12: Borrowing Authorization for Truro Central School HVAC and Roof Repairs

Article 13: Borrowing Authorization for the Engineering and Construction of Public Works Facility

Article 14: Borrowing Authorization for Mill Pond Culvert Replacement and Salt Marsh Restoration

Article 15: General Override for Human Resources Coordinator

Article 16: Debt Exclusion for Sand Pit Road

Article 17: Reappropriate Authorized Excess Borrowing Proceeds from the Town Hall Construction Project to a Future Capital Project for Town Hall Facility Engineering, Design, and Construction Purposes

Article 18: Reappropriate Authorized Borrowing Balances from Environmental Projects to Capital Expenses for Environmental Projects

Article 19: Acceptance of Massachusetts General Law: Adoption of Community Impact Fee on Professionally Managed Short-Term Rentals

Article 20: Acceptance of Massachusetts General Law: Adoption of Community Impact Fee on Owner Occupied Short-Term Rentals

Article 21: Dedication of Community Impact Fees to the Capital Stabilization Fund

CONSENT AGENDA: COMMUNITY PRESERVATION ACT ARTICLES

Article 22: Community Preservation Act: Administrative Support

Article 23: Community Preservation Act: Community Gathering Place Improvements

Article 24: Community Preservation Act: Displays at Highland House Museum

Article 25: Community Preservation Act: Historic Cemetery Restoration

Article 26: Community Preservation Act: Lower Cape Housing Institute

Article 27: Community Preservation Act: Contribution to the Affordable Housing Trust Fund

Article 28: Community Preservation Act: Regional Contribution for 0 Millstone Road, Brewster, [Spring Rock Village]

Article 29: Community Preservation Act: Land Acquisition (Truro Conservation Trust)

Article 30: Community Preservation Act: TCS Early Childhood Playground

GENERAL BYLAW ARTICLES

Article 31: Add New General Bylaw Section 1.1.8 Town Meeting Geographic Limits

Article 32: General Bylaw Amendment – Prohibitions Related To Short-Term Rental Of Residential Properties

Article 33: General Bylaw Amendment – Prohibitions Related To Short-Term Rental Of Residential Properties – Additional Regulations

ZONING BYLAW ARTICLES

Article 34: Zoning Bylaw Amendment - Ban on Fractional Ownership of Short-Term Rentals

Article 35: Amend Zoning Bylaw §20.3 Location of Districts, §90.5 Overlay Districts, and Appendices

Article 36: Amend Zoning Bylaw §10.4 Definitions, Amend Zoning Bylaw §50.1 Area and Height Regulations, and Add Appendix Q

Article 37: Add New Zoning Bylaw §40.8 Attainable Housing on Undersized Lots And Amend §30.2 Use Table

Article 38: Amend Zoning Bylaw §40.2 Accessory Dwelling Unit, §50.2 Gross Floor Area, and §30.2 Use Table, Note 9

ADVISORY ARTICLE

Article 39: Advisory Vote to Establish a Town Seal Committee

PETITIONED ARTICLES

Article 40: Climate Resiliency and Infrastructure Stabilization Fund - Petitioned Article

Article 41: An Article to Establish the Truro Senior Perks Pilot Program - Petitioned Article

Article 42: New DPW Facility on Town Hall Hill – Engineering and Site Planning for Two Existing Conceptual Plans - Petitioned Article



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: April 9, 2024

ITEM: Discussion and Possible Approval of Regulations for Short-Term and Long-Term Rentals

EXPLANATION: The 2024 Annual Town Meeting Warrant includes Article 32: General Bylaw Amendment – Prohibitions Related To Short-Term Rental Of Residential Properties. Section 1-4 Regulations and Fees specifies the following:

1-4 Regulations and Fees. The Select Board may promulgate regulations to carry out and enforce the provisions of this bylaw and to regulate short-term and long-term rentals, and may set fees for the issuance of Certificates of Registration for Short-Term Rentals.

As the intent of Article 32 is to replace the existing General Bylaw, Chapter II, Licensing and Permits by deleting Section 1, Town Counsel has recommended memorializing the pertinent sections of the existing bylaw in regulations. Town Counsel is preparing a draft set of regulations that will be sent to the Board prior to the meeting. While adopting these regulations will be beneficial to provide voters with an understanding of what regulations will be in place if Article 32 passes, the Board will be receiving the draft regulations with very little time to review so staff recommends holding a preliminary discussion this evening and finalizing and voting on the regulations at the April 23, 2024 Board meeting in advance of the 2024 Annual Town Meeting.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Board may wish to vote on this at a subsequent meeting.

SUGGESTED ACTION: *Discussion only is recommended for tonight's meeting. At the April 23, 2024 meeting, or if the Board feels ready to adopt the regulations tonight, the motion would*

be:

MOTION TO adopt the regulations as drafted, contingent on the passing of Article 32: General Bylaw Amendment – Prohibitions Related To Short-Term Rental Of Residential Properties at the 2024 Annual Town Meeting.

ATTACHMENTS:

1. Existing General Bylaw, Chapter II, Section 1
2. Article 32: General Bylaw Amendment – Prohibitions Related To Short-Term Rental Of Residential Properties
3. Draft Regulations (to be provided by Town Counsel in advance of the meeting)

CHAPTER II LICENSING AND PERMITS

Section 1 RENTING OR LEASING BUILDINGS

- 2-1-1 No building may be leased or rented residentially for any period of one hundred twenty (120) or fewer days until the building or appropriate portion of it has been registered with the Licensing Agent. (Separate rental or lease periods totaling more than one hundred twenty (120) days in any calendar year will not excuse compliance with this Bylaw if any single rental or lease period is one hundred twenty or fewer days in length.) The rental or lease of summer homes is the principal, but not exclusive, subject of this Bylaw. *(09/2020 [eff 06/11/2021])*
- 2-1-2 The Town's Licensing Agent shall determine the number of persons that the premises can legally accommodate and shall issue a certificate of registration of the premises. The Licensing Agent will follow the Board of Health regulations and the Board of Health's bedroom count in such determination. The certificate shall be posted conspicuously on the registered premises and reflect this number.
- 2-1-3 Every property owner who offers registered living accommodations for rent shall have available, when absent, an agent authorized to act in case of an emergency that endangers the property or the welfare of any person on the premises. Failure to provide the services of a competent person to act in an emergency shall be deemed sufficient cause, upon an Order of Violation from the Licensing Agent for a fine and/or for the revocation or suspension of the certificate of registration, as described in Appendix A of this document.
- 2-1-4 Any building or portion thereof which must be registered in accordance with this Bylaw must be so registered each year, and a fee may be charged for this registration. This fee shall be fixed annually by the Select Board, and the amount of this fee shall bear a reasonable relationship to both the cost of administering the rental registration program and the benefits conferred upon the property owners and the tenants.
- 2-1-5 The tenant occupying a portion or all of a building registered in accordance with the provisions of this Bylaw shall be eligible to park at all Town beach parking lots, including those available only to holders of a resident's beach sticker, and shall be eligible for a beach parking sticker at a non-resident's rate. Regardless of the length of their occupancy, such tenants shall become eligible for off-road vehicle (ORV) permits at non-resident rates, and they shall also become eligible for transfer-station stickers at non-resident rates.
- 2-1-6 The funds generated by the rental registration fees shall be available generally to defray the costs of registration record keeping, the administration of the beach program, the maintenance and improvement of Town beaches and parking lots, the installation of signs, the furnishing of sanitary facilities, the provision of facilities for the physically handicapped, and the supply and operation of associated amenities.
- 2-1-7 Failure to comply with any section of this Bylaw shall subject the owner to a fine for each offense as described in Appendix A and loss of rental certificate.

Article 32: General Bylaw Amendment – Prohibitions Related To Short-Term Rental Of Residential Properties

To see if the Town will vote to amend the Truro General By-Laws, Chapter II, Licensing and Permits by deleting Section 1 in its entirety and replacing it with the following:

1. Prohibitions Related to Short-Term Rental of Residential Properties.
 - 1-1 Purpose and Intent. This bylaw is enacted pursuant to the Town’s Home Rule Authority and the authority set forth in General Laws c. 64G, §14 and is intended to:
 - (1) provide for an orderly process for identifying, registering, and regulating Short-Term Rentals within the Town so as to ensure that such Short-Term Rentals do not create or cause any nuisance conditions within the Town.
 - (2) Protect the time-honored tradition of home rentals in Truro and preserve economic opportunities through Short-Term Rentals for persons to keep their homes, now and into the future, so they may afford to live either full-time or part-time in Truro;
 - (3) avoid adverse impacts on the local economy stemming from a loss of existing Short Term Rental revenue, including rooms excise tax revenue, and visitor spending.
 - (4) prohibit additional corporate ownership and discourage investment-only ownership of residential properties for the exclusive purpose of operating them as Short-Term Rentals rather than housing for either full-time or part-time residences.
 - (5) reduce the neighborhood churn caused by numerous turnovers of occupancy of Short-Term Rentals in residential neighborhoods.
 - (6) limit the conversion of residential units to Short-Term Rentals which has had the deleterious effect of removing residential units from the available year-round rental housing stock.

1-2 Definitions.

For purposes of this Chapter, the following terms shall have the definitions indicated.

“Corporation”. All businesses and charitable entities required to file Articles of Incorporation and Annual Reports with the Massachusetts Secretary of State or an equivalent agency of another state, pursuant to G.L. c. 156D, § 2 or G.L. c. 180, §4, respectively.

“Owner”. Any person who alone, or severally with others, has legal or equitable title or beneficial interest in any dwelling unit; a mortgagee in possession; or agent, trustee or person appointed by the courts. An Owner can be a single person, a marital unit, a group of people, LLC, or a Trust. The Owner may also be referred to as the operator, or the Host.

“Short-Term Rental”. The rental of a whole or a portion of a residential or secondary dwelling unit, in exchange for payment, as residential accommodations for not more than thirty consecutive days, excluding a Hotel, Motel, or Lodging House or Tourist Home for Transient Guests as defined in Massachusetts General Laws Chapter 64G

1-3 Prohibitions.

1-3-1 Registration Requirement. No dwelling unit or part thereof may be offered as a Short-Term Rental within the Town of Truro unless it is registered with the Select Board and in compliance with regulations issued by the Board of Health and is registered with the Commonwealth of Massachusetts Department of Revenue in accordance with applicable laws.

1-3-2 Intentionally Omitted

1-3-3 Corporate Ownership. Short-Term Rentals are prohibited in dwelling units owned by a Corporation. Short-Term Rentals are permitted in dwelling units owned by an LLC, Trust, or S Corporation only when every shareholder, partner, or member of the legal entity is a natural person, as established by documentation provided by the applicant at the time of registration.

1-3-4 Affordable Housing Dwelling Units. Short-Term Rentals are prohibited in dwelling units designated as affordable or otherwise income-restricted, which are subject to an affordability restriction or are otherwise subject to housing or rental assistance under local, state, or federal programs or law.

1-3-5 Time Share, Fractional and Interval Ownership Units. No Fractional Ownership, Interval or Time Share unit may engage in Short-Term Rental activities or be eligible to receive a Certificate of registration for such unit; except that this section shall not apply to the creation of mortgages, liens, easements or other similar interests encumbering the residential property as a whole to secure a loan or for any other legitimate purposes; and this section shall not apply to non-commercial groups, such as families, partnerships, associations, or trusts with divided interests or agreements in which the real estate is held and transferred within the family, partnership, association or trust, as opposed to sold in fractional or divided interests on the open market.

1-3-6 Protection for Existing Short-Term Rentals. Any person or other legal entity who holds a current Certificate of Registration on the effective date of this bylaw may

continue to engage in Short-Term Rentals in accordance with the existing Certificate of Registration, until the dwelling unit is transferred or conveyed, or the certificate of registration is not renewed. If a property is bequeathed to a person or other beneficiary through a will, the new owner may continue to engage in Short-Term Rental activities in accordance with this section.

- 1-4 Regulations and Fees. The Select Board may promulgate regulations to carry out and enforce the provisions of this bylaw and to regulate short-term and long-term rentals, and may set fees for the issuance of Certificates of Registration for Short-Term Rentals.
- 1-5 Penalties and Enforcement.
- 1-5-1 Enforcement Options. Whoever violates any provision of this bylaw, or a regulation promulgated hereunder may be penalized by indictment or on complaint brought in the district court. The Town may seek to enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.
- 1-5-2 Non-Criminal Disposition. Whoever violates any provision of this bylaw, or a regulation promulgated hereunder may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, section 21D and the Town's non-criminal disposition by-law (Chapter 2). If non-criminal disposition is elected, then any person who violates any provision of this bylaw or regulation shall be subject to a penalty in the amount of one hundred dollars (\$100) for the first offense; two hundred dollars (\$200) for the second offense; and three hundred dollars (\$300) for a third and subsequent offense. Each day or portion thereof shall constitute a separate offense. The Board of Health or its agent, or any police officer of the Town, shall be the enforcing authority.
- 1-5-3 Suspension of Certificate of Registration. If a notice of violation of this bylaw or any regulation promulgated hereunder or other order is issued to the Owner of a dwelling unit operated as a Short-Term Rental by the Board of Health or its designee, after a Certificate of Registration is issued, the Board of Health, after a hearing, may suspend for a period of time determined by the Board of Health or revoke said Certificate of Registration until the violation has been cured or otherwise resolved. Multiple violations by any Owner may, at the discretion of the Board of Health and after a hearing, disqualify that Owner from obtaining a Certificate of Registration for a period of up to three years.
- 1-5-4 Civil Penalty. In accordance with G.L. c. 64G, §14(v), the Town may assess a civil penalty not to exceed \$5,000 for any violation of this bylaw or a regulation

issued hereunder. Each day a violation continues shall be considered a separate offense.

1-6 Severability.

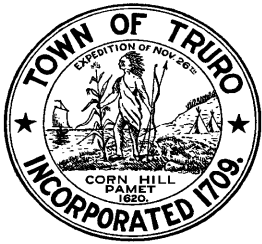
If any provision in this chapter shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

Or take any other action relative thereto.

Requested by the Select Board

Explanation: This article was prepared collaboratively with the Planning Board, and it replaces Chapter II: Section 1 Renting or Leasing Buildings in the existing Bylaws with a General Bylaw to regulate short-term rentals, including banning corporations from obtaining short-term rental certificates. The Select Board intends to prepare regulations prior to Annual Town Meeting to carry out and enforce the provisions of this bylaw and to regulate short-term and long-term rentals, and to memorialize components of the existing Bylaw, as provided in Section 1-4. The next article would add an additional section to the bylaw allowing individuals to obtain no more than two (2) short-term rental certificates.

Select Board Recommendation	5	0	0
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TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: April 9, 2024

ITEM: Review and Possible Approval of MassDOT Event Notification Form

EXPLANATION: Second Summer Cycle has submitted an Application for Organized Bike & Road Race to be held on September 15, 2024. The DPW Director, Police Chief and Fire Chief have met with the applicant to go over the route and to determine the number of detail officers required. All three Department Heads have approved, and signed, the application. The Select Board can review the attached application for approval to sign the MassDOT Event Notification Form which is required by the State when events take place on State roadways.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Event will not have approval to come through Truro using the route specified within their application.

SUGGESTED ACTION: *Motion to approve and authorize the Chair to electronically sign the MassDOT Event Notification Form.*

ATTACHMENTS:

1. Event Notification Form and Application for Permit for Organized Bike & Road Races for Second Summer Cycle.

EVENT NOTIFICATION FORM

Date: _____

Ms. Mary-Joe Perry
District Highway Director, District Five
MassDOT, Highway Division
1000 County Street
Taunton, MA 02780

Dear Sir:

Please be advised that the Grantee(s) of this Event _____ has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race/ride** or other events impacting State Highways on Route(s) _____ in or through the City/Town(s) of _____ benefiting _____

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

LOCAL POLICE DEPARTMENT

Signed: Jamie Calise
Title: Police Chief
City/Town: Truro

FIRE DEPARTMENT

Signed: [Signature]
Title: Fire Chief
City/Town: Truro, Ma

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____
Title: _____
City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____
Title: _____
City/Town: _____



TOWN OF TRURO

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

APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

REV'D 2024-01-10-14
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Applicant: Second Summer Cycle Email: patrick.lentell

Group Affiliation (If Any): _____

Mailing Address: PO Box 2017 City: Cotuit State: MA Zip: 02635

Phone: _____ Cell Phone: _____

Type of Event (Please be specific as to number of persons, equipment to be used (if any), whether food or beverages will be served, parking arrangements, etc.):

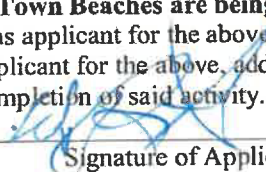
A cycling event to raise money for 20 different non-profits on Cape Cod. The event is a ride from three different starts, Mashpee, Sandwich, and Orleans. The finish of the ride is Molta Field in Provincetown.

Streets &/or Roads to be Used:
See attached map

<https://ridewithgps.com/routes/45011555>

Date(s) and Hours Race/Event: _____ Day: September 15, 2024
10:00 to 4:00

Applicant is responsible for obtaining all necessary permits and inspections (see page 2)
If Town Beaches are being used the Use of Town Property MUST be completed in addition to this application.
I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity.


Signature of Applicant

01/03/2024
Date

Action by the Town Manager : _____ Date: _____



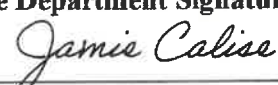



_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved with the following reason(s): _____

Signature of the Town Manager : _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health/Conservation Agent Signature:  _____ Comments/Conditions: Permits/Inspections needed: 	Building Commissioner Signature: _____ Comments/Conditions: Permits/Inspections needed:
Police Department Signature:  _____ Comments/Conditions: Detail officers req'd for traffic control	Fire Department Signature:  _____ Comments/Conditions: 
DPW Signature:  _____ Comments/Conditions:	Harbormaster Signature: _____ Comments/Conditions:
Recreation and Beach Director: _____ Comments/Conditions:	Other: _____ Comments/Conditions:

Second Summer Cycle-Route through Truro

We will have ride marshalls at every turn with safety flags and vests

1. We will leave Wellfleet and enter Truro via Old County Road to Castle Road
2. We will take Castle to Route 6 and turn left on to Route 6, with the assistance of a Police Detail
3. We will exit Route 6 at South Highland
4. We will follow South Highland to Highland and take a left on to Highland with the assistance of a Police Detail
5. We will take Highland to Route 6
6. We will take the entrance ramp on to Route 6 and follow Route 6 to Provincetown



USACYCL-24

MRODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2023

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.

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.

PRODUCER: Fairly Consulting Group, LLC
INSURED: USA Cycling, Inc.
CONTACT NAME: Fairly Group Certificates
INSURER A: Accredited Surety and Casualty Company, Inc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job 2024-7752
IL 1201 - Endt #1 - Named Insured Extension:
Event Organizers and/or Promoters are Named Insureds.

CERTIFICATE HOLDER: Town of Truro
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization if required by a written contract or agreement provided such contract or agreement was executed prior to the occurrence or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Session on behalf of Cassie Boyd, Bailey Boyd Associates

REQUESTED MEETING DATE: April 9, 2024

ITEMS: Request for Review and Signature for Subgrantee contract between the Town of Truro and The Resource's Inc. and a Certified Board Vote for Housing Rehab Mortgages

EXPLANATION:

As part of the FY22/23 Truro CDBG program startup, bids for the Housing Rehab Subgrantee were due recently. One bid was received, from The Resource, Inc. which Bailey Boyd Associates reviewed for compliance. TRI's bid response was excellent, scoring as 'Highly Advantageous', and BBA is recommending that the Select Board approve this contract. Attached is the contract, which has been signed by TRI, for review and signature.

Additionally, the Town of Truro's regional Housing Rehabilitation program, funded through the competitive CDBG grant requires that a 0% interest deferred payment forgivable loan, be recorded at the Registry of Deeds. This document, signed by the homeowner and the housing rehab subgrantee, The Resource, Inc. (TRI), as agent for the Town of Truro, is recorded against the homeowner's mortgage.

To record the loan at the Barnstable County Registry of Deeds, Truro is now required to provide documentation that the sub-grantee *is* authorized by the Town to do so. This also relates to loan modifications (if there is a change order), and subordinations.

BBA is requesting that the Select Board move the following motion and have the vote certified by the Town Clerk. Alternatively, the Select Board or Town Manager would be required to sign and record all documents.

FINANCIAL SOURCE (IF APPLICABLE): Funding Source through CDBG (Community Development Block Grant) Housing Rehab Loans.

IMPACT IF NOT APPROVED: There will be no Housing Rehab Subgrantee Loans certified for CDBG Housing Rehabilitation.

SUGGESTED ACTION: MOTION TO authorize The Resource, Inc. (TRI) to record mortgages on behalf of the Town of Truro for participants in the CDBG grant housing rehabilitation program and authorize TRI to sign and record mortgage modifications and subordinations for said loans.

ATTACHMENTS:

- 1) Contract with The Resources Inc. and the Town of Truro
- 2) Authorization for TRI to sign loan subordinations and discharges on behalf of the Town's Housing Rehabilitation Program



TO: Truro Select Board
Darrin Tangeman, Town Manager

FROM: Cassie Boyd Marsh, Grant Administrator

DATE: November 27, 2023

RE: Request for Certified Board Vote for Housing Rehab Mortgages

The Town of Truro's regional Housing Rehabilitation program, funded through the competitive CDBG grant, requires that a 0% interest deferred payment forgivable loan, be recorded at the Registry of Deeds. This document, signed by the homeowner and the housing rehab sub-grantee, The Resource, Inc. (TRI), as agent for the Town of Truro, is recorded against the homeowner's mortgage.

To record the loan at the Barnstable County Registry of Deeds, we are now required to provide documentation that the sub-grantee is authorized by the Town to do so. This also relates to loan modifications (if there is a change order), and subordinations.

We are requesting that the Select Board move the following motion and have the vote certified by your town clerk. Alternatively, the Select Board or Town Manager would be required to sign and record all documents.

MOTION: Move to authorize The Resource, Inc. (TRI) to record mortgages on behalf of the Town of Truro for participants in the CDBG grant housing rehabilitation program, and furthermore authorize TRI to sign and record mortgage modifications and subordinations for said loans.

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

Executed as a sealed instrument this _____ day of _____, **2023**

The Town of Truro, by its Select Board:

Kristen Reed, Chairman

Susan Areson, Vice Chairman

John Dundas, Clerk

Stephanie Rein, Member

Robert Weinstein, Member

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this _____ day of _____ 2023, before me, the undersigned notary public, personally appeared Kristen Reed, Susan Areson, John Dundas, Stephanie Rein, and Robert Weinstein, in their capacity as members of the Town of Truro Select Board, and proved to me through satisfactory evidence of identification, which was personally known to me, to be the persons whose names are signed on this document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Notary Public

My Commission Expires

John F. Meade
Register of Deeds
Massachusetts Land Court
Barnstable County Registry of Deeds
3195 Main Street
Barnstable, MA 02630

Dear Mr. Meade:

On ___(date)___, at a duly posted meeting, the Truro Select Board voted to authorize The Resource, Inc. for Community and Economic Development (TRI) to sign loan subordinations and discharges on behalf of the Town as part of the Town's Housing Rehabilitation Program funded through a Community Development Block Grant.

A certified vote is attached.

Sincerely,

Darrin Tangeman
Town Manager

AGREEMENT
BY AND BETWEEN
TOWN OF TRURO
AND
THE RESOURCE, INC.

THIS AGREEMENT, was made as of the 20th day of November, 2023 by and between the Town/City of Truro, Massachusetts (hereinafter referred as the MUNICIPALITY) and The Resource, Inc. hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of Truro, Massachusetts has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of Housing (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

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

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

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

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

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

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Cassie Boyd Marsh. TELEPHONE 508 430-4499 x1.

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

REPORT: CDBG Quarterly Report
DATE DUE: 15th day of each new quarter through grant closeout

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

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

6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are to commence on or about November 20, 2023 and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by 6/30/25.

7. **PAYMENTS AND COMPENSATION:** The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed Two Hundred Thirty Thousand Dollars (\$230,000.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. **GENERAL PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.8 **EMPLOYMENT OPPORTUNITIES:** Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

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

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

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

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

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

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

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

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

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

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

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

The CONSULTANT and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the CONSULTANT will promptly notify EOHLC in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the CONSULTANT will cooperate with the MUNICIPALITY, EOHLC, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

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

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

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

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

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

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

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

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

Certificate of Tax Compliance	
Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.	
Contractor: By: <u>Melissa Vincent</u>	<u>11/21/2023</u>
<small>(signature of authorized representative & title)</small>	<small>(date)</small>

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

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

Approvals and Signatures

By: TOWN/CITY OF TRURO:		By: THE RESOURCE, INC.	
		Melissa NWA Exec Dir 11/01/2013	
Authorized Signatory	Date	name	Date
<u>Certification as to Availability of Funds:</u>		<u>Approval of Contract as to Form:</u>	
Town/City Accountant	Date	Town Counsel/City Solicitor	Date
<u>Approval of Contract as to Appropriate Procurement Method</u>			
Town/City Procurement Officer	Date		

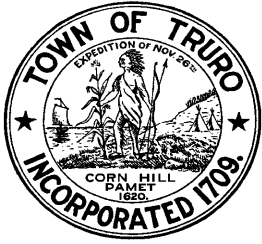
ATTACHMENT A: SCOPE OF SERVICES HOUSING REHAB

The Sub-grantee shall perform the necessary project implementation services as presented in the Town's FY 22/23 CDBG Grant Application. These professional services will include:

- Oversight of all aspects of the housing rehabilitation program
- Preparation and on-time submission of all quarterly report documentation with photographs
- Preparation and submission of monthly draw down on the first day of each month based on invoices in hand
- Beneficiary qualification and full income documentation
- Individual environmental reviews of each property
- Procurement of federal lead paint risk assessor
- Procurement of licensed construction supervisor/rehabilitation specialist
- Qualifying and oversight of all contractors
- Completion of each project in a timely fashion
- Preparation of extensions to contracts when necessitated
- Contracting with homeowners
- Work write-ups, progress inspections, final inspections meeting EOHLC requirements
- Processing of payment requests to contractors
- Maintenance of all program files in accordance with EOHLC guidelines
- Participation in EOHLC program monitorings
- Coordination and monitoring with Grant Administrator
- Consistent coordination with local Weatherization Assistance Program regarding cross-referral, cost sharing and joint scheduling of projects.
- Provide "before" and "after" photographs of each project.
- Timely completion of agency audit
- Participation in the "paperless" grant management process
- Weekly update of the program Matrix
- Maintain all program files on Dropbox with original signatures maintained in hard copy
- Creation and collection of windshield surveys, wait lists and application support materials
- All other responsibilities as itemized in the RFP and Bidder's Response

ATTACHMENT B: METHOD & SCHEDULE OF COMPENSATION

Compensation shall be provided on a cost reimbursement basis as stipulated by line item in the approved grant agreement. Invoices must be sent with all back up to the Grant Administrator on the first day of each month. Compensation relies upon the receipt of drawdowns from the funding source and payment via the Town fiscal office.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: DPW

REQUESTOR: Jarrod J. Cabral

REQUESTED MEETING DATE: April 9, 2024

ITEM: Authorization to enter into a Grant agreement with Coastal Zone Management and the State of Massachusetts.

EXPLANATION: The office of Coastal Zone Management has awarded the Town \$1,524,999 in grant funding for the Pamet River system. The grant will fund four focused areas, Lower Pamet River, Little Pamet River, Eagle Neck Creek, and Mill Pond. This funding will support the goal of restoring tidal flow and the removal and replacement of undersized and failing culverts.

FINANCIAL SOURCE (IF APPLICABLE): Total grant award from Coastal Zone Management \$1,524,999.

IMPACT IF NOT APPROVED: Funding will not be awarded.

SUGGESTED ACTION: MOTION TO authorize the Town Manager to enter and sign the State grant Contract with the office of Energy and Environmental affairs via the Office of Coastal Zone Management and any subsequent documents related thereto.

ATTACHMENTS:

1. Standard State Contract
2. Scope of services

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Truro		COMMONWEALTH DEPARTMENT NAME: EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS/CZM MMARS Department Code: ENV	
Legal Address: (W-9, W-4): Treasurer, PO BOX 2030, TRURO, MA 02666-2030		Business Mailing Address: CZM 100 CAMBRIDGE STREET, 9 TH FLOOR, BOSTON, MA 02114	
Contract Manager: Jarrod Cabral, DPW	Phone: 508-214-0400	Billing Address (if different):	
E-Mail: jcabral@truro-ma.gov	Fax:	Contract Manager: Chris Garby	Phone: 617-845-7974
Contractor Vendor Code: VC6000192010		E-Mail: Christopher.garby@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT ENV 4300 0401240000000001973	
		RFR/Procurement or Other ID Number: NOAA Grant NA23NOS4730177	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget) FEDERAL SUB-GRANT NA23NOS4730177		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended) \$1,524,999.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Subaward to the town of Truro under federal grant NA23NOS4730177- Pamet River Restoration project. Scope is attached.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of 09/25/2025 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	



ATTACHMENT B - Project Budget

The **TOWN OF TRURO** shall be paid an amount of **\$1,524,999.00** as a grant per a sub-award under federal grant ID NA23NOS4730177, Pamet River Restoration IIJA. Payment will be made in accordance with the following schedule from account 2000-0143.

- FY24: \$382,443.81 Upon request from the grantee, after partial and/or final completion of work.
- FY25: \$965,875.32 Upon request from the grantee, after partial and/or final completion of work.
- FY26: \$176,679.87 Upon request from the grantee, after partial and/or final completion of work.

Town of Truro Scope of Services

Coastal Zone Management Habitat Protection and Restoration Infrastructure Investment and Jobs Act Competition FY24 - FY26

Contact

Jarrood Cabral
DPW Director, Town of Truro
Town Garage Complex
17 Town Hall Road
Truro, MA 02666
508-214-0400
jcabral@truro-ma.gov

Project Title

The Pamet River Restoration Project

Project Summary

The Pamet River Restoration Project will advance data collection, feasibility, modeling, design, and permitting to support the remediation of tidal restrictions along the Pamet River within four focus areas: Lower Pamet River, Little Pamet River, Eagle Neck Creek, and Mill Pond. These elements will support the goal of restoring tidal flow and wetland functioning within the Pamet River system.

Project Scope

The following tasks will be performed under this contract. Please note that it is highly preferable to receive deliverables according to the due dates below rather than at the end of the grant period. Please allow two weeks for CZM review.

Task	Description	Deliverable(s)	Start Date	Due Date
Kickoff Meeting	CZM, DER, the Town of Truro and project partners will meet to discuss the project tasks, deliverables, and due dates. During the meeting, the roles of CZM, the Town of Truro, DER, and project partners will be clearly identified.	<ul style="list-style-type: none">- Kickoff meeting (virtual)- Revised scope (as appropriate)- Signed contract agreements	March 2024	March 2024
Owner Representative	The Town of Truro will contract with a qualified individual to serve as an owner representative to support the Town in overall project management.	<ul style="list-style-type: none">- Position posting- Signed contract	May 2024	September 2025
1. Lower Pamet				
1.1 Lower Pamet: Preliminary Design	The contractor and Town will advance the preferred alternative to remediate the tidal restriction at Truro Center Road to preliminary designs, as informed by previous feasibility, modeling, and alternatives.	<ul style="list-style-type: none">- Draft and final preliminary design plans	April 2024	July 2024

<p>1.2</p> <p>Lower Pamet: Public Meeting</p>	<p>The Town of Truro, supported by the contractor, will convene a meeting to receive feedback from the public on the preliminary designs. Public feedback will be incorporated before beginning the final design and permitting process.</p>	<ul style="list-style-type: none"> - Meeting attendance and minutes - Summary of public feedback 	<p>September 2024</p>	<p>September 2024</p>
<p>1.3</p> <p>Lower Pamet: Pre-Application Meeting</p>	<p>The project team will schedule a pre-application meeting with MassDEP Southeast Region office to review preliminary designs, inform the final design process, and guide preparation of permit applications and supplementary materials.</p>	<ul style="list-style-type: none"> - Meeting minutes 	<p>July 2024</p>	<p>July 2024</p>
<p>1.4</p> <p>Lower Pamet: Permitting Design</p>	<p>The contractor and Town will advance preliminary designs for the preferred alternative to permitting level design.</p>	<ul style="list-style-type: none"> - Draft and Final Permitting Level Designs 	<p>July 2024</p>	<p>September 2024</p>
<p>1.5</p> <p>Lower Pamet: Permitting</p>	<p>The contractor and Town will advance designs through permitting, including an EENF under MEPA, a Town of Truro NOI under the MassDEP Wetland Protection Act, a MassDEP 401 Water Quality Certification, a MassDEP Chapter 91 License, MA CZM Consistency Review, application to the Army Corps of Engineers under Section 404 of the Clean Water Act (anticipate filing a GP PCN), and coordination with the State Historic Preservation Office and Federal NEPA compliance. Coordination with MassDOT will be conducted throughout the process.</p>	<ul style="list-style-type: none"> - Draft permit applications - Final permit applications and supporting materials 	<p>September 2024</p>	<p>September 2025</p>
2. Little Pamet				
<p>2.1</p> <p>Little Pamet: Data Collection and Feasibility</p>	<p>The contractor will complete additional data collection to inform advanced modeling and alternatives analyses, which may include collecting advanced topography, sediment, and subsurface conditions; additional wetland resource delineations; field surveys of low-lying properties; complete expanded regulatory resource delineation;</p>	<ul style="list-style-type: none"> - Complete Baseline Existing Conditions Report - Updated model and alternatives analysis 	<p>April 2024</p>	<p>October 2024</p>

		and an assessment of locations / suitability for beneficial re-use of dredged materials.			
2.2	Little Pamet: Modeling	The contractor will complete modeling efforts, including the revision of the existing H&H model, completion of modeling scenarios that incorporate removal of water control structures, and performance evaluation of the model for mitigation measures for low-lying properties, replacement of the culvert at Castle Road, coastal storm events, and sea-level rise.	- Modeling Report with Alternatives Analyses	April 2024	October 2024
2.3	Little Pamet: Preliminary Designs	The contractor and Town will advance the preferred alternatives to remediate the restrictions at Corn Hill Road and Castle Road to preliminary designs.	- Draft and Final Preliminary Design Plans	October 2024	March 2025
2.4	Little Pamet: Public Meeting	The Town of Truro, supported by the contractor, will convene a meeting to receive feedback from the public on the preliminary designs. Public feedback will be incorporated before beginning the final design and permitting process.	- Meeting attendance and minutes - Summary of public feedback	June 2025	June 2025
2.5	Little Pamet: Pre-Application Meeting	The project team will schedule a pre-application meeting with MassDEP Southeast Region office to review preliminary designs, inform the final design process, and guide preparation of permit applications and supplementary materials.	- Meeting minutes	April 2025	April 2025
2.6	Little Pamet: Permitting Design	The contractor and Town will advance preliminary designs for the preferred alternative to permitting level design.	- Draft and Final Permit Level Design Plans	April 2025	July 2025

<p>2.7</p> <p>Little Pamet: Preparation of Permit Applications</p>	<p>The contractor and Town will complete draft permitting applications, including an EENF under MEPA, a Town of Truro NOI under the MassDEP Wetland Protection Act, a MassDEP 401 Water Quality Certification, a MassDEP Chapter 91 License, MA CZM Consistency Review, application to the Army Corps of Engineers under Section 404 of the Clean Water Act (anticipate filing a GP PCN), and coordination with the State Historic Preservation Office and Federal NEPA compliance. Coordination with MassDOT will be conducted throughout the process.</p>	<ul style="list-style-type: none"> - Draft Permit Applications 	<p>July 2025</p>	<p>September 2025</p>
3. Mill Pond				
<p>3.1</p> <p>Mill Pond: Pre-Application Meeting</p>	<p>The project team will schedule a pre-application meeting with MassDEP Southeast Region office to review preliminary designs, inform the final design process, and guide preparation of permit applications and supplementary materials.</p>	<ul style="list-style-type: none"> - Meeting minutes 	<p>July 2024</p>	<p>July 2024</p>
<p>3.2</p> <p>Mill Pond: Permitting</p>	<p>The contractor and Town will advance designs through permitting, including an ENF and EIR under MEPA, a Town of Truro NOI under the MassDEP Wetland Protection Act, a MassDEP 401 Water Quality Certification, a MassDEP Chapter 91 License, MA CZM Consistency Review, application to the Army Corps of Engineers under Section 404 of the Clean Water Act (anticipate filing a GP PCN), and coordination with the State Historic Preservation Office and Federal NEPA compliance.</p>	<ul style="list-style-type: none"> - Draft permit applications - Final permit applications and supporting materials 	<p>April 2024</p>	<p>September 2025</p>
<p>3.3</p> <p>Mill Pond: Public Meeting</p>	<p>The Town of Truro, supported by the contractor, will convene a meeting to receive feedback from the public during the permitting process.</p>	<ul style="list-style-type: none"> - Meeting attendance and minutes - Summary of public feedback 	<p>January 2025</p>	<p>January 2025</p>

Public Outreach				
Public Outreach	Public outreach will be conducted throughout the project to engage the community, inform design alternatives, and receive feedback during permitting.	<ul style="list-style-type: none"> - Meeting minutes - Website postings - Meeting materials 	April 2024	September 2025
Project Team Meetings				
Project Team Meeting #1	CZM, DER, the Town of Truro, the contractor, and other project partners will meet to discuss the progress of the project.	<ul style="list-style-type: none"> - Meeting minutes 	July 2024	July 2024
Project Team Meeting #2	CZM, DER, the Town of Truro, the contractor, and other project partners will meet to discuss the progress of the project and prepare for NOAA reporting.	<ul style="list-style-type: none"> - Meeting minutes 	September 2024	September 2024
Project Team Meeting #3	CZM, DER, the Town of Truro, the contractor, and other project partners will meet to discuss the progress of the project to prepare for NOAA reporting.	<ul style="list-style-type: none"> - Meeting minutes 	March 2025	March 2025
Project Team Meeting #4	CZM, DER, the Town of Truro, the contractor, and other project partners will meet to discuss the progress of the project.	<ul style="list-style-type: none"> - Meeting minutes 	July 2025	July 2025
Project Team Meeting #5	CZM, DER, the Town of Truro, the contractor, and other project partners will meet to review results from each project component, discuss final fiscal project management tasks, and next steps for the project.	<ul style="list-style-type: none"> - Meeting minutes 	September 2025	September 2025

Submission of Reimbursement Package

In order to receive the grant reimbursement, the applicant must have agreed to the fiscal requirements of the program by providing a statement from the authorized signatory of the organization acknowledging and accepting the following:

- The organization commits to match (cash or in-kind) as detailed in the application and acknowledges that funding is provided on a reimbursement basis.
- Advanced payments shall not be made. No payments will be made for Massachusetts sales tax. CZM will retain a minimum of ten percent (10%) of the total maximum obligation of funds until all contract provisions are satisfied and final reports and other products are delivered and accepted.

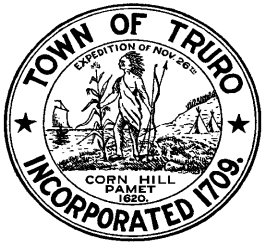
Reimbursement will be issued for costs incurred for the project during the contractual period only. Work done prior to the project start date: the date issued and signed by the Commonwealth's Department Authorized Signatory; shall NOT be reimbursed, (unless the work is approved as match by CZM's Project Manager prior to its commencement). The applicant can submit multiple reimbursement requests for each task during the grant period or submit one request at the end of the grant period.

The contractor must submit a reimbursement package containing the following items (**electronic submission is preferred**):

1. A letter (on city or town letterhead) from the contractor's authorized signatory requesting reimbursement. The letter should include the amount requested, the amount of match provided and the request invoice number in the convention used by the municipality or if no invoice system is in place the MMARS Doc ID number found in the contract with -01, -02, -03 etc. to indicate multiple reimbursement requests.
2. All invoices requesting payment, including those from subcontractors. Invoices must itemize costs consistent with the original proposal or any subsequent amendments. Invoices must demonstrate sufficient information for CZM to determine that the services were performed and/or products were received, and that the invoiced items meet all contractual performance requirements.
3. A detailed breakdown of the match for the project. For in-kind services, include sufficient details to demonstrate the total amounts of match contributed, and as appropriate, a list of personnel, hours worked, hourly rate, etc.

Following approval of the reimbursement package by the project manager, the Commonwealth will reimburse the Town of Truro for an amount not to exceed the maximum obligation of **\$1,524,999**. Reimbursement is generally made within 45 days subsequent to a grantee submitting an approved reimbursement package.

All work must be completed by September 30, 2025, and all invoicing must be submitted by October 31, 2025.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: April 9, 2024

ITEM: Approval of Seasonal Weekday Entertainment License for *Monday Entertainment at Truro Farmer's Market*

EXPLANATION: Following MGL Chapter 140 § 181, the local authority shall license performance events. The Entertainment Application for review and approval is for Mondays starting June 3, 2024, through August 26, 2024, from 8 am to 12 pm with acoustic musicians. The Entertainment application was reviewed by the Chief of Police.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Sustainable Cape will not be able to have entertainment at their Farmer's Market.

SUGGESTED ACTION: *MOTION TO approve the Seasonal Weekday Entertainment License for Sustainable Cape for Mondays starting June 3, 2024, through August 26, 2024, from 8 am to 12 pm at Pamet Park in Truro and to authorize the Chair to electronically sign the application.*

ATTACHMENTS:

1. Entertainment Application Signed by Chief of Police



TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

PH: 508-349-7004, Ext. 110 or 124 Fax: 508-349-5505

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

Application for an Entertainment License

- Annual Weekday Saturday Sunday
 Seasonal Seven-Day

*Please complete the Commonwealth's Public Entertainment on Sunday Application

The undersigned hereby applies for a license in accordance with the provisions of Mass. General Laws, c.140 §183A amended, Ch. 140§181 & Ch.136§4

BUSINESS/ORGANIZATION INFORMATION

Jackie Opitz
Name of Applicant

Sustainable Cape
Business/Organization Name

P.O. Box 988 / 8 Truro Center Rd. Truro, MA. 02666
Mailing Address of Business/Organization

Is this a Non-profit or For-profit Entity (Check the appropriate box) Yes No

If yes, proof of Non-profit status **must** accompany this application

Jackie Opitz
Contact Person

[Redacted]
Phone Number

Jackie@sustainablecape.org
Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

Mondays 6/3/24 - 8/26/24
Day (s)/Date (s) of Event for License to be issued

Educational Farmers' Market
Purpose of Event (example: fundraiser)

Hours of Event (from - to) 8am - 12pm

Veterans Mem. Field - 20 Truro Center Rd. Event is: Indoor Outdoor Event
Location (Must provide facility name, if any, street number and name) Truro, MA. 02666 (Please check applicable box)

Town of Truro
Property Owner Name and Address

Phone number

Seating Capacity: _____

Occupancy Number: _____

Name of Caterer (if applicable)

Approximate number of people attending 100+

If the event is catered please return Caterer Food Service Form to Health Agent at Fax # 508.349.5508

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

If yes; you must also apply for a One Day Alcohol License

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) 1 Musician/Instrument

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

Other: Video Games Pool/Billiard Tables (Please indicate quantity) _____

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable regulations of the Town of Truro.

[Signature]
Signature

2/21/24
Date

- A valid entertainment license must be on the premises before the entertainment is commenced.
- No entertainment shall be offered, conducted, or otherwise provided by any establishment licensed under MGL Chapter 140 without first obtaining an entertainment license from the Board of Selectmen.
- Sunday entertainment must be specifically requested and addressed in the permitting process, under MGL 136.
- These regulations are intended to allow the Board of Selectmen to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

License No _____

Select Board Chair _____ Meeting Date _____

Police Department Jamie Calise Date _____

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 16 2012

SUSTAINABLE CAPE-CENTER FOR
AGRICULTURAL PRESERVATION &
C/O GEORGE W MALLOY
45 DEPOT ROAD PO BOX 1004
TRURO, MA 02666 1004

Employer Identification Number:
45-2029981
DLN:
17053181329031
Contact Person: MARGARITA D BARRAGAN ID# 95118
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
June 10, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2054, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

SUSTAINABLE CAPE-CENTER FOR

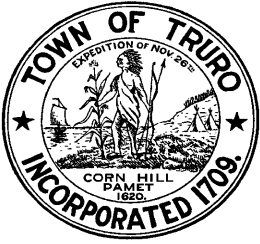
We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with a large initial "L" and "G".

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: April 9, 2024

ITEM: Review and Possible Approval of 2024 Seasonal Business Licenses: Days Market and Deli-Transient Vendor and Common Victualer; Jules Besch Stationers-Transient Vendor

EXPLANATION: Days Market and Deli has submitted their application to renew their seasonal 2024 Common Victualer and Transient Vendor licenses.

Jules Besch Stationers has submitted their application to renew their seasonal 2024 Transient Vendor license.

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

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 101 § 2	Transient Vendor (Seasonal Retail Store)	Days Market and Deli Jules Besch Stationers
Chapter 140 § 2	Common Victualer Cooking, Preparing and Serving Food	Days Market and Deli

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: If not approved, neither businesses will have the required

permitting to operate.

SUGGESTED ACTION:

Motion to approve the Transient Vendor Licenses and Common Victualer for Days Market and Deli.

Motion to approve the Transient Vendor License for Jules Besch Stationers.

ATTACHMENTS:

1. 2024 Seasonal Application for Days Market and Deli
2. 2024 Seasonal Application for Jules Besch Stationers



**Town of Truro
Board of Health**

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

APPLICATION FOR FOOD SERVICE – COMMON VICTUALER

Name of Business: DAYS MARKET & DELI

New Renewal/No Changes (Skip to Section 3)

FILED 2024 MAR 10 AM 09:17
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Section 1 – License Type

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

Type of Food Service Establishment:

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

Section 2 – Business/Owner/Manger Information

Federal Employers Identification Number (FEIN/SS) _____

Business Name: Days Market & Deli

Owner Name: Mylan Janoplis **Email Address:** _____

Mailing Address: PO Box 362 Provincetown, MA 02657

Phone No: _____

Section 3 – Business Operation Details

Number of Seats: Inside: _____ Outside: _____ **Number of Employees:** 10

Length of Permit: Annual Seasonal Operation

Hours of Operation: 6:00 am To 11:00 pm

Days Closed Excluding Holidays: _____

If Seasonal: Approximate Dates of Operation: 04/12/24 To 10/31/24

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

Name: Mylan Janoplis **Email Address:** _____

Mailing Address: PO Box 362 Provincetown, MA 02657

Phone No: _____ **24 Hour Emergency:** _____

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

Mylan Janoplis

Allergen Awareness Certification (attach copy):

Mylan Janoplis

Has your menu changed from last year? Yes No

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

Section 4 - Attestation

Attestation

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

Signature of Applicant:  **Date:** 03/12/24

Application Checklist:

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

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

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

Section 4-MANAGER INFORMATION

Name of Onsite Manager:

Name: Mylan Unit Number: _____

Mailing Address: PO Box 362 Provincetown, MA

Phone: (24 Hour Contact): _____ Email Address: daysmarketanddeli@gmail.co

Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: Mylan Business Name: Days Market &

Business Address: 271 Shore Rd. N.Truro, MA

Phone: (24 Hour Contact): _____ Email Address: daysmarketanddeli@gmail.co

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: _____ Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Co-Manager's Signature (REQUIRED)

Section 5 – ATTESTATION

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

_____	<u>Mylan</u>	<u>4/4/202</u>
Signature of Applicant	Print Name	Date

Additional Applications & Documentation

REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

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

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

- Application for Pool or Hot Tub Permit
- Application to Name a Manager
- Entertainment License
- Application to sell Tobacco
- Application for Food Service Permit
- Business certificate with the clerk's office
- Septic System Inspection Report (submitted every 3 years)



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

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

Applicant Information

Please Print Legibly

Business/Organization Name: Days Market & Deli

Address: 271 Shore Road

City/State/Zip: N. Truro, MA 02652 Phone # _____

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

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

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

Insurance Company Name: Guard Insurance Companies

Insurer's Address: PO Box AH, 39 Public Square

City/State/Zip: Wilkes-Barre, PA 18703-0020

Policy # or Self-ins. Lic. # MCWC468310 Expiration Date: 04/22/2024

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: Date: 03/12/2024

Phone #: _____

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

City or Town: _____ Permit/License # _____

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

Contact Person: _____ Phone #: _____



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

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

DAYS MARKET & DELI

BUSINESS NAME: _____

MYLAN JANOPLIS

OWNER/MANAGER: _____

271 SHORE ROAD N. TRURO, MA 02652

ADDRESS: _____

PHONE #: _____ NUMBER OF UNITS: _____

MYLAN JANOPLIS

CONTACT PERSON: _____

PO BOX 362 PROVINCETOWN, MA 02657

ADDRESS: _____

TESTING COMPANY: Carlos Silva Electrician

TESTING ELECTRICIAN/TECHNICIAN: Carlos Silva

COMPANY PHONE #: 487 6218 HOME PHONE #: _____

LICENSE #: F 38932

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

COMMENTS: _____

DATE OF CERTIFICATION: 29 March 24 BY: Carlos Silva

Signature of Licensed Electrician

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

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

MYLAN JANOPLIS

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

17744645
CERTIFICATE NUMBER

10697
EXAM FORM NUMBER

4/20/2019
DATE OF EXAMINATION

4/20/2024
DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655



Shermin Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with Montreal Labour Convention 2003, Resolution ADM (N 06F-2013) (Regulation 3.2, Standard A3.3):

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This document cannot be reproduced or altered.
17110611

~ 1231

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: MYLAN JANOPLIS

Certificate Number: 3836810

Date of Completion: 3/31/2019

Date of Expiration: 3/31/2024



The above-named person is hereby issued this certificate for completing an allergen awareness training program recognized by the Massachusetts Department of Public Health in accordance with 105 CMR 590.009(G)(3)(a).

This certificate will be valid for five (5) years from date of completion.

Issued By:



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.marestaurantassoc.org



800.765.2122
www.restaurant.org



Policy Information Page

[1] Named Insured and Mailing Address

MCJLT, INC
 DBA/TA DAYS MARKET & DELI
 PO Box 362
 Provincetown, MA 02657

Agency

FIRESIDE INSURANCE AGENCY, INC.
 36 Shank Painter Road #10
 P.O. Box 760
 Provincetown, MA 02657
 Agency Code: MAFIRE10

Federal Employer's ID XX-XXX3964

Insured is Corporation

Additional Names of Insured

(N2) DAYS MARKET & DELI

Locations on Policy

(L1) 271 Shore Rd , North Truro, MA 02652
 (04/22/2023 - 04/22/2024)

[2] Policy Period

From April 22, 2023 to April 22, 2024, 12:01 AM, standard time at the insured's mailing address.

[3] Coverage

- A. Workers' Compensation Insurance - **Part One** of this policy applies to the Workers' Compensation Law of the following states: Massachusetts
- B. Employer's Liability Insurance - **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:

Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - each employee	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
- C. Other States Insurance - Part Three of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming.
- D. This policy includes these endorsements and schedules:
 See Extension of Information Page - Schedule of Forms

[4] Premium

The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)

Total Estimated Policy Premium	\$ 1,816
Total Surcharges/Assessments	\$ 60.00
Total Estimated Cost	\$ 1,876.00

INTERNAL USE XX
 MGA : MCWC468310
 Date : 03/18/2023
 MANOTE



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 3-19-2024

Request is coming from the Select Board's Office

Owner's Name Mylan Janoplis

Business Name DAYS MARKET + DELI

Business Address 271 Shore Rd.

Map and Parcel 13-12

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

O. Reynolds
Tax Collector's Signature

03.20.2024
Date



TOWN OF TRURO

PO Box 2030, Truro MA 02666

Tel: 508-349-7004, Extension: 131 or 124 Fax: 508-349-5508

TRURO 02666-2030
ADMINISTRATIVE OFFICE
TOWN OF TRURO

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 JULES BESCH STATIONERS, INC.

FACILITY:

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

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

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

Section 2 – BUSINESS INFORMATION

Federal Employers Identification Number (FEIN/SS) _____

MICHAEL TUCK JULES BESCH STATIONERS, INC.
Print Name of Applicant Business Name

CORP.
Owner Name

3 GREAT HOLLOW RD PO BOX 1129 TRURO MA 02666
Street Address of Business Mailing Address of Business

Business Phone Number _____ Business E-Mail Address _____

Section 3-HOURS OF OPERATION

Annual Seasonal Opening Date: 4-15-24 Closing Date: 12-3-24

Days of the Week Open: Thurs. - Sun (off season)
Daily (June - Sept.) * MAY CLOSE WEDS.

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

Section 4-MANAGER INFORMATION

Name of Onsite Manager:

Name: MICHAEL TUCK Unit Number: _____

Mailing Address: PO Box 1169, TRURO MA 02666

Phone: (24 Hour Contact): _____ Email Address: _____




Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: SAME Business Name: JULES BESCA STATIONERS, INC.

Business Address: 3 GREAT HOLLOW RD N. TRURO MA 02652

Phone: (24 Hour Contact): _____ Email Address: _____



Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: N/A 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.



MICHAEL TUCK

3-25-24

Signature of Applicant

Print Name

Date

Additional Applications & Documentation

REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

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

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

- Application for Pool or Hot Tub Permit
- Application to Name a Manager
- Entertainment License
- Application to sell Tobacco
- Application for Food Service Permit
- Business certificate with the clerk's office
- Septic System Inspection Report (submitted every 3 years)



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

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

Applicant Information

Please Print Legibly

Business/Organization Name: JULES BESCH STATIONERS, INC.

Address: 3 GREAT HOLLOW RD, N. TRURO 02652 // PO BOX 1169, TRURO, MA 02666

City/State/Zip: TRURO, MA 02666 Phone #: _____

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

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

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

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

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

Signature: [Signature] Date: 3-25-24

Phone #: _____

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

- 1. Board of Health
- 2. Building Department
- 3. City/Town Clerk
- 4. Licensing Board
- 5. Selectmen's Office
- 6. Other _____

Contact Person: _____ Phone #: _____

Select Board Work Session Meeting Minutes

February 8, 2024, Meeting (Hybrid)

Via Zoom Platform

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

Select Board Members Absent:

Others Present: Darrin Tangeman-Town Manager (joined remotely), Kelly Clark-Assistant Town Manager, Jarrod Cabral-DPW Director, Robert Panessiti-Finance Committee Chair (joined remotely); Anne Greenbaum-Vice Chair of the Planning Board

Chair Reed called the meeting to order at 11:00 am and read the information for the public to access the meeting on Channel 8 and participate. Chair Reed noted that there would be no public comment or votes taken during this work session. Chair Reed introduced the Members and Town staff present.

Discussion

1. Review and Discussion of Special Town Meeting Warrant Articles and Discussion About Possible Articles for Annual Town Meeting Warrant

Chair Reed and the Members discussed the order of the discussion for today's meeting.

Chair Reed led the discussion with the Members and DPW Director Cabral regarding the four DPW Warrant articles. Members shared their individual views on the DPW Warrant articles.

Note: Chair Reed asked Assistant Town Manager Clark whether or not Finance Committee Chair Panessiti can speak at this work session as the work session does not allow for public comment. Members verbally stated that they unanimously supported allowing Finance Committee Chair Panessiti to speak at this work session. Chair Reed welcomed Finance Committee Chair Panessiti to the work session and invited him to speak on the work session's topics as a representative of the Finance Committee.

Highlighted topics discussed among Members, Town staff, and Finance Committee Chair Panessiti included: concern whether the proposed DPW facility cost (\$35M) and location would pass by the voters and whether the Warrant article should be delayed; the potential of an increase in property taxes due to the increase of the cost of the proposed DPW facility; the consequences if the DPW facility project continues to be delayed; concerns whether OSHA would close down the current DPW facility if inspected for safety; reducing the cost of the DPW project by reducing the square footage of the proposed DPW facility; the effect of demographic and wealth shifts in Truro over the last 20 years; the significant increase of property values over the last several years in Truro and the impact on the needs of the community; and the adverse effect of misinformation in the community.

The Members engaged in an exercise on how to address the views of those who are not convinced about the need for a \$35M DPW facility project and that it will not pass at the Town Meeting. Members

explored how to reduce the cost of the DPW facility. The Members discussed the creation of a DPW Facility Building Committee from members of the community and the consensus to leave the article on the Warrant. The topic of creating the charge for the DPW Facility Building Committee will be put on the agenda of a future Select Board meeting. DPW Director Cabral noted that there were currently 9 applicants for the DPW Facility Building Committee and that he had recently spoken to two other individuals who were interested in applying.

Chair Reed then reviewed the articles that would remain on the Special Town Meeting Warrant: Article 2: Authorization of Use of 340 Route 6 for Public Works Facility and Article 3: Borrowing Authorization for the Engineering and Construction of Public Works Facility.

The Members also discussed that Article 4: Borrowing Authorization for the Engineering of Public Works Facility should be postponed indefinitely. Members unanimously agreed on this postponement.

Member Weinstein then commented that he had concerns regarding Article 2 and its inclusion on the Warrant. A discussion ensued among the Members, Town Manager Tangeman, and Assistant Town Manager Clark and it was decided to further discuss Member Weinstein's concerns in executive session and with the participation of KP Law for a legal opinion.

Chair Reed and the Members then reviewed and discussed the status of the articles again for the Special Town Meeting Warrant:

- Article 1: Borrowing Authorization for Truro Central School HVAC and Roof Repairs (Article is a question mark and is indefinitely postponed.)
- Article 2: Authorization of Use of 340 Rote 6 for Public Works Facility (Article is a question mark.)
- Article 3: Borrowing Authorization for the Engineering and Construction of Public Works Facility (Article stays on the Warrant but may have amendments.)
- Article 4: Borrowing Authorization for the Engineering of Public Works Facility (Article is indefinitely postponed.)
- Article 5: Adoption of Walsh Property Community Planning Committee (Article stays on the Warrant.)
- Article 6: Establish an Ad Hoc Walsh Property Advisory Committee (Article stays on the Warrant)
- Article 7: Adoption of Local Comprehensive Plan (Article stays on the Warrant.)
- Article 8: Advisory Vote on Implementation of a Senior Pass Pilot Program (Assistant Town Manager Clark noted that the motion for this article would have to be edited to correctly reflect that the budget is for FY2026, and the 2025 Annual Town Meeting and the article stays on the Warrant.)
- Article 9: Amend General Bylaws to Add New Chapter IX Stormwater Management by Drainage, Erosion and Sediment Control (Assistant Town Manager Clark noted that the Board of Health would like to revise the Article, so Members agreed that the Article is a question mark.)
- Article 10: Amend General Bylaws Chapter IV Public Safety to Add New Section 8 Curb Cuts (Article stays on the Warrant.)
- Article 11: Amend Zoning Bylaw §30.8(B) Special Permits (Members agreed to give Planning Board Vice Chair Greenbaum the opportunity to speak on this matter. Planning Board Vice Chair Greenbaum noted that the Planning Board still supported this article and the Select Board unanimously agreed to keep the article on the Warrant.)

- Article 12: Amend Zoning Bylaw §40.1 Duplex Houses and Apartments; and §30.2 Use Table (Planning Board Vice Chair Greenbaum said that the Planning Board supported the article and the Select Board unanimously agreed to keep the article on the Warrant.)

Chair Reed noted that all of the petitioned articles will remain on the Warrant:

- Article 13: Article to Continue Community Involvement in the Walsh Design and Development Process-Petitioned Article
- Article 14: DPW Campus Design and Development Project for Town Hall Hill-Petitioned Article

At Vice Chair Areson’s request, Town staff discussed the logistical challenges associated with a Special Town Meeting and Annual Town Meeting. Town Manager Tangeman noted that this was a complicated process and that staff is exploring several courses of action to make these two meetings successful, yet the Town staff was not prepared to brief this evening. Assistant Town Manager Clark added that traffic management on Route 6, addressing concerns of the vulnerable population so they can participate in the process, technical requirements, start times, and the need for Town Clerk Verde to validate the two separate voter rolls for each meeting.

Chair Reed, the Members, and the Town staff also discussed how to address the issue of capacity for the Town meeting, the topic of not allowing the non-resident taxpayers to speak at Town meetings, and the concerns associated with clearing the site between the meetings so that voters can be verified by the Town Clerk for participation for the respective meetings.

Chair Reed and Members then discussed conducting the Special Town Meeting on one day and the Annual Town Meeting on the following consecutive day. Assistant Town Manager Clark noted that Town staff had prepared for the two meetings to be conducted over two days. Chair Reed reiterated that not only the public should have a say on this matter but so did Town Moderator Paul Wisotzky.

Chair Reed adjourned the meeting at 1:08 pm.

Respectfully submitted,



Alexander O. Powers
Board/Committee/Commission Support Staff

Kristen Reed, Chair

Susan Areson, Vice Chair

John Dundas, Clerk

Stephanie Rein, Member

Robert Weinstein, Member

Public Records Material Attachments

Legal Notice

In-Person Early Voting Guidelines

Select Board Meeting Minutes

February 13, 2024, Meeting (Remote due to weather)

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; Elisabeth Verde-Town Clerk; Alex Lessin-Finance Director; Jarrod Cabral-DPW Director; Damion Clements-Community Service Department Director; Emily Beebe-Health & Conservation Agent; Bob Panisetti-Finance Committee Chair; Bob Higgins-Steele (Truro Voter and Representative from the Cape Light Compact); Dennis O'Brien (Truro Resident); Britta Lower-Out-of-School Time Program Leader; Alex Gregory (Co-Owner of 1 Mill Pond Road); Joshua Knapper (General Contractor for 1 Mill Pond Road)

Chair Reed called the meeting to order at 5:00 pm and read the information for the public to access the meeting by telephone and participate. Due to the weather, Chair Reed also noted that this meeting would not be live-streamed but would be recorded. Chair Reed introduced the Members and Town staff present.

PUBLIC COMMENT

Before recognizing any individual for public comment, Chair Reed read aloud the ground rules regarding public comment.

Chair Reed recognized the following individuals who made public comments: Community Services Director Clements, Mr. Higgins-Steele, Mr. O'Brien, Town Manager Tangeman, and Chair Reed.

PUBLIC HEARINGS

None

INTRODUCTION TO NEW EMPLOYEES

A. Introduction of Community Services Department Out-of-School Time Program Leader: Britta Lower

Community Services Department Director Clements introduced Ms. Lower to the Members. Ms. Lower shared her personal and professional experiences and how they related to her role. Chair Reed and the Members welcomed Ms. Lower to the Town staff.

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

A. Interview Remaining Applicants and Possible Appointment to the Part-Time Resident Advisory Committee: Ken Field; **Phineas Baxandall**; Linda Brady; Ann D'Ercole; **Stephen Duncombe**; Robert Elwood; David Gavelek; **Kathleen Higgins**; Susan Leff

Chair Reed provided background information and noted that six applicants were interviewed during the Select Board meeting on January 9, 2024, and the remaining three applicants would be interviewed today.

Chair Reed and the Members interviewed Ms. Higgins utilizing the Select Board's standardized questions.

Chair Reed and the Members interviewed Mr. Duncombe utilizing the Select Board's standardized questions.

Chair Reed and the Members interviewed Mr. Baxandall utilizing the Select Board's standardized questions.

Chair Reed and the Members discussed the candidates whom they supported and for the specific terms. Members noted that Mr. Gavelek had mentioned during his interview (January 9, 2024) that he would retire full-time to Truro, later in 2024, and therefore, Members decided not to consider his candidacy as he would no longer be a part-time resident. Chair Reed noted that she would like Mr. Gavelek to consider applying to other Town boards at that time.

Chair Reed made a motion to appoint Linda Brady, Phineas Baxandall and Stephen Duncombe to the Part-Time Resident Advisory Committee for a three-year term which expires June 30, 2026.

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.

Chair Reed made a motion to appoint Ken Field and Robert Elwood to the Part-Time Resident Advisory Committee for a two-year term which expires June 30, 2025.

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 Susan Leff and Kathleen Higgins to the Part-Time Resident Advisory Committee for a one-year term which expires June 30, 2024.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

STAFF/COMMITTEE UPDATES

A. Discussion on Polyfluoroalkyl Substances (PFAS)

Presenters: Jarrod Cabral, DPW Director, and Emily Beebe, Conservation & Health Agent

DPW Director Cabral updated his presentation from last week to the Board of Health regarding the PFAS identified at the Transfer Station. DPW Director Cabral also cited the four specific protocols that the Town would implement immediately, and Health & Conservation Agent Beebe provided context as to what the PFAS findings meant for the community members.

Chair Reed and the Members discussed the following highlighted topics with Town staff: consumer awareness as to where PFAS exists (avoid Teflon items as they contain PFAS and purchase PFAS-free items as they are safer), the existence of PFAS in the septic systems and the impact of PFAS spreading to water sources.

TABLED ITEMS

None

SELECT BOARD ACTION

A. Preliminary Draft FY2025 Budget & Capital Improvement Plan and Forwarding of Recommendations to Finance Committee

Presenter: Darrin Tangeman, Town Manager, and Alex Lessin, Finance Director

Finance Director Lessin reviewed highlighted portions of the Preliminary Draft of the FY2025 Budget & Capital Improvement Plan. Finance Chair Panessiti provided input on Finance Director Lessin's presentation and noted the process that the Finance Committee will undertake once the Budget Task Force has completed its work.

Chair Reed noted that Finance Director Lessin's presentation was not a line-by-line review as that is conducted by the Budget Task Force during their meetings. DPW Director Cabral noted that he had resumed DPW office hours every Friday from 2-4 pm, at the Community Center, for the public to come and speak with him regarding the Capital Improvement Plan.

Member Weinstein made a motion to forward the preliminary FY2025 Budget and FY2025 Capital Improvement Plan to the Finance Committee in accordance with the Town Charter Chapter 7.

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.

B. Review and Possible Approval of Increased Beach Sticker Fees

Presenter: Damion Clements, Community Services Department Director

Community Services Department Director Clements presented the review of the proposed beach sticker increases for the Resident Beach Sticker (proposed increase to \$30), Daily Beach Pass (proposed increase to \$30), and No-Resident Beach Sticker (proposed increase to \$325).

Chair Reed, the Members, and Community Services Department Director Clements discussed the following highlighted topics: previous beach permit increases and the consideration of increasing the beach sticker permits beyond the recommendations of the Beach Advisory Committee with the exception of increasing resident beach permits.

Chair Reed made a motion to approve the 1-week beach sticker for \$120, the 2-week beach sticker for \$175, the day beach sticker for \$35, and the non-resident seasonal beach sticker for \$375.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Nay

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

So voted, 4-1-0, motion carries.

C. Review and Possible Approval of the 2024 Rental Registration Fee

Presenter: Darrin Tangeman, Town Manager

Town Manager Tangeman presented background information regarding the rental registration fee and provided an update on “scrapping” with software which has identified 45 rental property owners who actively rent their properties but are still not registered with the Town. Town Manager Tangeman also noted that the Town is cross-referencing the registration of rental properties with the Commonwealth of Massachusetts. The increased fee would cover the cost of the software, the cost of mailing compliance letters to non-compliant rental property owners, and the reduction of the workload for Town staff.

Chair Reed noted that she supported an increase to \$500 rather than the \$415 recommended by Town staff. Chair Reed then polled the Members for what fee they supported. Town Manager Tangeman and Assistant Town Manager Clark provided additional input on the matter before the vote.

Chair Reed made a motion to approve the 2024 Rental Registration fee of \$450 and direct staff to investigate a community impact fee and then bring back a recommendation to the Members at a future Select Board meeting.

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. DPW Ad Hoc Building Committee Charge

Presenter: Darrin Tangeman, Town Manager, and Jarrod Cabral, DPW Director

DPW Director Cabral noted that the Climate Action Committee had suggested a minor change to the Charge and to accommodate a fourth at-large member. Town Manager Tangeman also provided input.

Chair Reed made a motion to approve the Ad Hoc Building Committee – For the Future Public Works Facility charge to accommodate a fourth at large member.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

E. Review and Possible Approval of Curb Cut Application for 1 Mill Pond Road

Presenter: Jarrod Cabral, DPW Director

Chair Reed recognized Member Weinstein who had noticed that the curb cut had already been completed at 1 Mill Pond Road. Member Weinstein encouraged the other Members to disapprove this application and require the property owner to appear in front of the Select Board and explain how this occurred.

DPW Director Cabral noted that he had taken the pictures of the curb cut which were included in the Members' packets. DPW Director Cabral also stated that the Building Commissioner had not issued a building permit for the property in this matter.

Chair Reed then recognized Mr. Gregory and Mr. Knapper who provided background information and an update regarding this matter.

Chair Reed then asked the Members for their input on this matter and whether they can support the application.

Chair Reed made a motion to approve the curb cut for 1 Mill Pond Road and authorize the Chair to sign electronically.

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.

F. Review and Possible Approval of Woods Hole Group Proposal for Permit Level Design for Mill Pond Road Culvert

Presenter: Jarrod Cabral, DPW Director

DPW Director Cabral presented this proposal and noted that it would be funded by several grants.

Member Weinstein made a motion to approve the Woods Hole Group’s proposal and authorize the Town Manager to sign the proposal and associated contract documents.

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.

G. Review and Possible Approval of Building Mover Permits Relative to House Moves from 127 South Pamet Road and 13 Walsh Way to 25 South Highland Road

Presenter: Jarrod Cabral, DPW Director

DPW Director Cabral provided an update on this matter as well as noted the attached documents in the Members’ packets.

DPW Director Cabral and Members discussed the following highlighted topics: the rain day plan and the impact of inclement weather on the moves.

Chair Reed made a motion to approve and electronically sign the building move permits for 13 Walsh Way and 127 South Pamet Road.

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.

Note: Following the vote, Chair Reed announced that anyone wishing to join the conversation of any agenda item had to open his/her chat box and be vetted by Assistant Town Manager Clark who would ask several questions to those interested in participating.

H. Vote on the Date of Annual Town Election Date and Approve the Revised Municipal Calendar
Presenter: Elisabeth Verde, Town Clerk

Town Clerk Verde presented and recommended moving the 2024 Annual Town Election from May 14, 2024, to May 20, 2024, or later but no later than June 30, 2024.

Town Clerk Verde and the Members discussed several dates before the vote.

Vice Chair Areson made a motion to move the 2024 Annual Town Election from May 14, 2024, to May 29, 2024, in accordance with the Truro Town Charter, Chapter 3, Section 2-1, and update the Municipal Calendar to indicate the new Election date and impacted deadlines.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

After the vote, Town Clerk Verde noted that the date change would impact appointments to boards and committees as several have vacancies for which no applications have been received. Town Clerk Verde said that she would publish a press release to the public with the list of current vacancies so interested applicants may apply.

I. Discussion on Potential Articles for 2024 Annual Town Meeting Articles
Presenter: Darrin Tangeman, Town Manager

Town Manager Tangeman provided an update on the potential articles.

Town Manager Tangeman and the Members then discussed the highlighted topics: the Town's seal with a culturally inaccurate depiction, the Senior Needs Assessment, the Disabled Needs Assessment, and the recommendation to resurrect electronic tabulators for Town Meetings and to bring that proposal to the Town Meeting.

CONSENT AGENDA

A. Review/Approve and Authorize Signature:

1. Approval of Presidential Primary Election Warrant; Approval of Posting of Warrant for Presidential Primary Election Warrant; Approval to Delegate Designation of Police Officers to Work the Primary by the Police Chief

- B. Review and Approve Appointment: Kelly Clark, Barnstable County Dredge Subcommittee (Renewal); Damion Clements, Cape Cod Regional Transit Authority Alternate (New)
- C. Review and Approve 2024 Seasonal Business Licenses: Top Mast Café and Savory and the Sweet Escape-Common Victualer
- D. Review and Approve the ABCC 2024 Season Population Increase Estimation Form
- E. Review and Approve Select Board Meeting Minutes: December 5, 2023; December 12, 2023 Work Session; January 9, 2024 Budget Task Force

Before the vote on the Consent Agenda, Member Rein stated that she was not present at the Budget Task Force meeting on January 9, 2024, so she will not vote on those minutes. Chair Reed noted that she would recuse herself from the Budget Task Force minutes although she watched them. Vice Chair Areson had emailed several minor edits for the minutes to Assistant Town Manager, Nicole Tudor and Noelle Scoullar. Vice Chair Areson noted that these were not substantive edits.

Vice Chair Areson made a motion to approve the Consent Agenda as printed in the packet with the noted recusals.

Member Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Areson - Aye

Member Dundas – Aye

Member Weinstein - Aye

Member Rein - Aye

Chair Reed – Aye

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

SELECT BOARD REPORT/COMMENTS

Member Rein said that she had recently attended the Beach Advisory Committee where the subject of beach sticker permit fees was discussed as well as the subject of paddle crafts including fees and policies that still need to be worked out. Member Rein commented on the need for digital accessibility to include close captioning for all Town recorded meetings. Member Rein also said that there has been a lot of feedback on the Out-of-School Time Program.

Member Weinstein attended the last ZBA meeting where there was an extensive discussion on Ted Malone’s application before the ZBA on changes to the number of units for the Cloverleaf Project. Members of the ZBA voted unanimously in support of Mr. Malone’s application. Member Weinstein recently attended the Shellfish Advisory Committee which reviewed the application language for the Aquaculture Grant Area and Member Weinstein noted the tremendous efforts that the committee is undertaking to encourage the commercial production of shellfish in those areas.

Member Dundas recognized and thanked the DPW for their hard work during the ongoing storm this afternoon. Member Dundas also commented on Health & Conservation Agent Emily Beebe’s important presentation at the Provincetown Water & Sewer Board relating to PFAS and other topics. Member Dundas also noted the importance of addressing the cost and future considerations for water storage facilities as Provincetown’s storage facilities were built in 1960 and 1976. These facilities are currently being renovated.

Vice Chair Areson said that at the last Board of Health meeting it was announced that Health & Conservation Agent Emily Beebe will conduct a presentation at the Library on March 8, 2024 (time to be determined). Health & Conservation Agent Beebe also announced at that meeting that a county grant had been approved to for training and a component of the grant was for county health agents to assist with inspections (such as for restaurants) if the Town staff was unavailable. The Harbor Committee recently discussed rate increases and determined that a review of rates will occur in the fall of 2025. Vice Chair Areson sent, in January, a draft Code of Conduct policy and a revised communications policy to Town Manager Tangeman and Assistant Manager Clark. Vice Chair Areson said that she would welcome the Members' input on those documents when they are scheduled on the agenda for a future meeting.

Chair Reed recognized and thanked Representative Sarah Peake's service of 18 years on Beacon Hill representing Cape Cod. Chair Reed also thanked everyone for their participation in the Budget Task Force process. Chair Reed thanked Assistant Town Manager Clark for her assistance during tonight's meeting.

TOWN MANAGER REPORT

Town Manager Tangeman acknowledged the DPW staff helping to keep the roads clear as they will work tirelessly over the next day or two. Town Manager Tangeman also thanked the Town staff who helped prepare and execute the communications plan for the storm today. Their efforts will keep Truro residents safe and informed. Assistant Town Manager noted that Fire Chief & Emergency Management Director Tim Collins had been in communication with Eversource regarding the 41 households in Truro without power in order to get those outages resolved as soon as possible.

Town Manager Tangeman reviewed the agenda for the next Select Board meeting on February 27, 2024.

Chair Reed made a motion to adjourn at 8:31 pm.
Member Dundas seconded the motion.
By unanimous consent, the meeting was adjourned.

Respectfully submitted,



Alexander O. Powers
Board/Committee/Commission Support Staff

Kristen Reed, Chair

Susan Areson, Vice Chair

John Dundas, Clerk

Stephanie Rein, Member

Robert Weinstein, Member

Public Records Material Attachments

Legal Notice

Application to Serve – Phineas Baxandall

Application to Serve – Stephen Duncombe

Application to Serve – Kathleen Higgins

Application to Serve – Candidates Interviewed on January 9, 2024

Budgeting Materials from the Budget Task Force meeting on February 13, 2024

Fee Structure to Include Beach Advisory Committee Recommendations

Beach Department Survey

Truro Rental Registration Fees from 2006-2023

Rental Registration Fee Analysis

Provincetown Renters Certificate

Eastham Renters Certificate

Current Charge

Proposed Charge (Red-lined)

Curb Cut Application for 1 Mill Pond Road

Driveway Profile

Site Plan

Construction Period Erosion Control Plan

Wood Hole Group Proposal

Building Move Permits

DPW Memorandum – Traffic Management Plan

Police Department – Special Event Objectives

Draft of Updated Municipal Calendar

Presidential Primary Election Warrant

Posting the Warrant for the State Primary Election

Police Detail for Election Day

Renewal Application for 2024: Top Mast Café

Renewal Application for 2024: Savory and the Sweet Escape

ABCC Seasonal Population Form 2024

Select Board Meeting Minutes

March 7, 2023, Regular Meeting

Via GoToMeeting Platform

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

Select Board Members Absent:

Others Present: Darrin Tangeman-Town Manager, Kelly Clark-Assistant Town Manager, DPW Director Jarrod Cabral, Carole Reichhelm -Resident, Steven Stahl-Registered Voter, Jan Worthington-Registered Voter, David Crocker-Registered Voter, Anne Greenbaum-Planning Board Chair, Rich Roberts-Planning Board Vice Chair, Darrell Shedd-Zoning Board of Appeals (ZBA) Member, Raphael Richter-Registered Voter, Bob Panessiti-Economic Development Committee Chair

Chair Reed called the meeting to order at 2:31 pm. Chair Reed introduced the Members and Town staff present.

PUBLIC COMMENT

Chair Reed recognized Carole Reichhelm, not a Truro registered voter, who objected to the Town staff's responses to residents who are opposed to aspects of the Mill Pond Marsh Restoration Project.

Chair Reed recognized Steven Stahl, a Truro registered voter, who commented on a letter sent from Health & Conservation Agent Emily Beebe to Town Manager Tangeman recommending a modification to the current Dog Leash Bylaw.

Chair Reed recognized Jan Worthington, a Truro registered voter, who commented that she wasn't being heard by the Town staff regarding the Mill Pond project.

PUBLIC HEARINGS

None

INTRODUCTION TO NEW EMPLOYEES

None

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

A. Interview and Possible Appointment: David Crocker, Zoning Board of Appeals Alternate

Prior to the interview, Member Areson announced that she would participate in this process as she had submitted the proper paperwork with the Town Clerk and had obtained a letter from Town Counsel that she does not have a conflict in this matter.

Chair Reed led the interview among Members with Mr. Crocker using a standardized format of questions.

Member Dundas made a motion to appoint David Crocker to the Zoning Board of Appeals to fill a 1-year unexpired alternate vacancy that will expire on June 30, 2023.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Areson - Aye

Member Rein – Aye

Chair Reed – Aye

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

STAFF/COMMITTEE UPDATES

None

TABLED ITEMS

None

SELECT BOARD ACTION

A. Review and Approval of Licensing Fees

Presenter: Darrin Tangeman, Town Manager

Chair Reed recognized Town Manager Tangeman who said this was a follow-up from the last meeting as he clarified the fee structure as related to an annual and a seasonal license. Assistant Town Manager Clark also provided input on this topic. A brief discussion ensued among Members and Town staff regarding the proposed licensing fees.

Chair Reed stated that an Applicant (Kristi Wageman of Captain’s Choice) who sought a license last week and who would be invited back to appear at a new hearing.

Vice Chair Weinstein made a motion to approve the Entertainment Licensing Fees as proposed.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Areson - Aye

Member Rein – Aye

Chair Reed – Aye

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

B. Referral of Zoning Bylaw Amendment Articles

Presenter: Darrin Tangeman, Town Manager and Anne Greenbaum, Planning Board Chair

Chair Reed announced that Planning Board Chair Greenbaum was present as well as Planning Board Vice Chair Roberts and ZBA Member Shedd.

Planning Board Chair Greenbaum presented the proposed Warrant Article regarding the Street Definition Bylaw and the Duplex Bylaw with input from Planning Board Vice Chair Roberts.

ZBA Member Shedd presented the proposed Warrant Article regarding the ZBA's Building Gross Floor Area for the Residential District.

A discussion ensued among the Members following each presentation. Planning Board Chair Greenbaum invited ZBA Member Shedd to attend a Planning Board meeting before a public hearing and he accepted the invitation to attend the Planning Board meeting on March 22, 2023, ahead of the Planning Board hearing on March 29, 2023.

Chair Reed made a motion to refer the proposed Bylaw amendments for §10.4 Street Definition, §40.1 Duplex Bylaw, and §50.2.B.2 Building Gross Floor Area for the Residential District to the Planning Board for public hearing pursuant to M.G.L. c.40A, §5.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Areson - Aye

Member Rein – Aye

Chair Reed – Aye

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

C. Review, Discussion, and Vote to Recommend Town Meeting Articles

Presenter: Darrin Tangeman, Town Manager

Before this discussion, Chair Reed polled the Members who unanimously agreed to allow Mr. Richter to present his citizen petition for Community Livability & Sustainability Article. Town Manager Tangeman stated the process for this Article. Mr. Richter presented and reviewed the Article to the Members. Following Mr. Richter's summary, Members discussed and commented on the three items presented in the Article.

Member Areson made a motion to direct staff to create a Community Livability and Sustainability override Article and associated ballot question for the Select Board's consideration.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Areson - Aye

Member Rein – Aye

Chair Reed – Aye

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

Chair Reed made a motion to vote to recommend Article 1: Authorization to Hear the Report of Multi-member Bodies to see if the Town will vote to hear reports of any multi-member body, whose annual report was not published in the 2022 Annual Town Report or take any other action relative thereto.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Areson - Aye

Member Rein – Aye

Chair Reed – Aye

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

Member Areson made a motion to vote to recommend Article 2: Authorization to Set the Salary of the Select Board to see if the Town will vote to determine the salary for the Select Board for Fiscal Year 2024 at \$6,0000.00 per Member for a total of \$30,000.00 or take any other action relative thereto.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Areson - Aye

Member Rein – Aye

Chair Reed – Aye

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

Member Rein made a motion to vote to recommend Article 3: Authorization to Set the Salary of the Town Moderator to see if the Town will vote to determine the salary for the Town Moderator for Fiscal Year 2024 at \$500.00 per Town Meeting or take any other action relative thereto.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Abstained

Member Dundas – Aye

Member Areson - Aye

Member Rein – Aye

Chair Reed – Aye

So voted, 4-0-1, motion carries.

Member Rein made a motion to vote to recommend Article X: Revolving Fund Expenditure Limits to see if the Town will vote pursuant to Section 1.1.8 of the General Bylaws to set the following spending limits Revolving Funds for Fiscal Year 2024 Council on Aging, \$40,000.00 and Shellfish Program, \$2,000.00 or take any other action relative thereto.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Areson - Aye

Member Rein – Aye

Chair Reed – Aye

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

Member Dundas made a motion to vote to recommend Article X: Transfer of Funds from Free Cash to see if the Town will vote to transfer the sum of Four Hundred Thousand Dollars and No Cents (\$400,000.00) from Free Cash to the Other Post-Employment Benefits (OPEB) Trust Fund or take any other action relative thereto.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Areson - Aye

Member Rein – Aye

Chair Reed – Aye

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

Vice Chair Weinstein made a motion to vote to recommend Article X: Transfer of Funds from Affordable Housing Stabilization Fund to Affordable Housing Trust Fund to see if the Town will vote to transfer a sum of money from the Affordable Housing Stabilization Fund to the Affordable Housing Trust Fund or take any other action relative thereto.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Areson - Aye

Member Rein – Aye

Chair Reed – Aye

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

Member Dundas made a motion to vote to recommend Article X: Authorization to Expend Funds in Anticipation of Reimbursement for State Highway Assistance Aid to see if the Town will vote to appropriate all sums provided to the Town pursuant to the Chapter 90 Highway Assistance Program of the Massachusetts Department of Transportation for purposes consistent said program or take any other action relative thereto.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Areson - Aye

Member Rein – Aye

Chair Reed – Aye

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

Following the vote on the last Article, Assistant Town Manager Clark announced that the Town had received notification yesterday that the Chapter 90 funds would be distributed to the Town in the amount of \$170,544.47.

D. Review and Approve Revised Select Board Policy 35: Town Manager’s Powers of Appointment and Policy 37: Procedural Relationships of Town Government Entities
Presenter: Darrin Tangeman, Town Manager

Town Manager Tangeman presented the intent of each revised policy to move the Town towards professional management.

Chair Reed led the Members in the discussion following Town Manager Tangeman's presentation. Members discussed suggested language edits for each policy to eliminate ambiguity and the possibility of amending the policies in the future.

Member Areson made a motion to approve the recommended language changes to policy 35 and 37 as suggested by Vice Chair Weinstein and Town Manager Tangeman's agreement to include a slight amendment to policy 37 for which he will provide the wording.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Areson – Aye

Member Dundas – Aye

Vice Chair Weinstein – Aye

Chair Reed – Aye

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

E. Re-Introduction of Select Board Office Hours

Presenter: Susan Areson, Select Board

Member Areson presented to the Members the process to conduct Select Board office hours at the Community Center, Library, or Town Hall for office 1-hour sessions with scheduling assistance from the Town staff. Members discussed this topic following the presentation. Vice Chair Weinstein suggested adding the Transfer Station as a site when the weather gets warmer for office hours as it is a great place to meet with the public.

Chair Reed made a motion to re-introduce Select Board office hours beginning immediately for a minimum of 1 hour once a month at the locations discussed above.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Areson – Aye

Member Dundas – Aye

Vice Chair Weinstein – Aye

Chair Reed – Aye

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

CONSENT AGENDA

None

SELECT BOARD REPORTS/COMMENTS

Chair Reed invited Members to provide reports or comments at this meeting as the Members will meet every Tuesday during the month of March 2023.

Member Areson announced that the Economic Development Committee (EDC) has posted a final draft report on the Town website prior to the EDC's public hearing on March 23, 2023. Member Areson noted that EDC Chair Panessiti was unable to attend tonight's Select Board meeting, but the public is encouraged to read the report online and attend the upcoming public hearing. Member Areson also mentioned that she is hopeful for a reasonable solution on the Dog Leash Bylaw so everyone could enjoy Truro.

Chair Reed recognized EDC Chair Panessiti who now joined the meeting. EDC Chair Panessiti commented on the final draft report and encouraged the public to participate and give feedback. EDC Chair Panessiti also noted that the final report should be out by April 2023.

Vice Chair Weinstein said that there was tremendous public interest in the breach at the North Jetty and the Commonwealth has declared it an emergency. This will result in state resources and the DPW resolving the breach.

Member Dundas announced that the Nauset High hockey team has advanced to the next round in the playoffs. Member Dundas commented that Truro resident and Nauset High hockey player, Logan Poulin, scored a goal in the most recent game.

Chair Reed commented that the public was encouraged to participate in the Mill Pond Salt Marsh Restoration Project and the proposed DPW Facility discussion that will occur tomorrow, March 8, 2023, at 5 pm, at the Community Center. The event will be chaired by Town staff, and it will be a hybrid (remote and in-person) meeting.

TOWN MANAGER REPORT

Town Manager Tangeman stated that the Town is attempting to further engage with the community members and the intent behind the Mill Pond Salt Marsh Restoration Project and the proposed DPW Facility discussion tomorrow. Town Manager Tangeman then reviewed the agenda for the meeting on March 14, 2023.

Vice Chair Weinstein made a motion to adjourn at 4:43 pm.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Areson – Aye

Member Rein - Aye

Chair Reed – Aye

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

Respectfully submitted,



Alexander O. Powers
Board/Committee/Commission Support Staff

Darrin K. Tangeman Under the Authority of the Truro Select Board

Public Records Material Attachments

Legal Notice

Application to Serve – David Crocker

License Fee Schedule

Fee Lists from Wellfleet, Provincetown, Eastham, Orleans, Dennis, and Barnstable

Memorandums and Articles from the Planning Board

Citizen Petitioned Article

Draft Town Meeting Articles List

Draft Town Meeting Warrant Articles

Citizen Petition: Comprehensive Out-Of-School Program

Citizens Petition: Community Livability and Sustainability Article

Draft Policy 35: Town Manager's Powers of Appointment

Draft Policy 37: Procedural Relationships of Town Government Entities

Council Manager Form of Government (ICMA)