



**Truro Board of Selectmen Meeting Agenda**  
**Tuesday, September 15, 2015**  
**Regular Board of Selectmen Meeting - 5:00pm**  
Selectmen's Chambers Town Hall 24 Town Hall Road, Truro

**1. PUBLIC COMMENT**

- A. Open the Regular Meeting
- B. Public Comment Period - *The Commonwealth's Open Meeting Law limits any discussion by members of the Board of an issue raised to whether that issue should be placed on a future agenda*

**2. PUBLIC HEARINGS**

- A. The Truro Board of Selectmen will hold a public hearing on Tuesday, **September 15, 2015 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro, in accordance with MGL Ch. 130 § 57-68 and pursuant to the Aquaculture Grants Regulations to amend the ordering number of the following Shellfish Aquaculture License sites:
  - Parker Small and Scott Lindell change of license to #20 from #19.
  - Beau Gribbin change of license to #19 from #22.
  - Dan and Jill Smith change of license to #21 and #22 from #20 and #21.Comments from the public will be heard, and all interested parties are urged to attend.

**3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE**

**4. TABLED ITEMS NONE**

**5. BOARD OF SELECTMEN ACTION**

- A. Update on Assembly of Delegates  
Presenter: Deb McCutcheon, Truro Representative to the Assembly of Delegates
- B. Presentation of Framed Art Donation from AmeriCorps to the Town of Truro  
Presenter: Deb McCutcheon
- C. Community Preservation Committee Revision of 5 year plan  
Presenter: Deborah McCutcheon, Chair of Community Preservation Committee
- D. Review and Approve signatory authority to the Deputy Assessor for the Classification Tax Allocation (LA-5)  
Presenter: Cathy Fryxell
- E. Review and Approve Municipal Calendar  
Presenter: Rae Ann Palmer

**6. CONSENT AGENDA**

- A. Review/Approve and Authorize the Chair to sign:
  - 1. FY 2015 CDBG – Community Development Fund I (CDFI) Grant Contract
- B. Review and Approve Stop Cape Addiction Use of Town Property and Road Race September 27<sup>th</sup>
- C. Review and Approve Reappointments: Nicholas Norman - Open Space Committee; Helen McNeil Ashton – Historical Commission; Mark Peters-Board of Health
- D. Review and Approve Truro Treasures Weekend 2015 Applications: Use of Town Property Community Center Sept. 20<sup>th</sup>; Road Race Application and Use of Town Property Pamet Harbor to Ballston Beach Sept. 20<sup>th</sup> and Special One Day Alcohol License (Wine only) Sept. 19<sup>th</sup>; Authorize the Chair to sign
- E. Review and Approval of ADA License Grant renewal #15 and #16 (Franklin Carpenter)
- F. Review and Approve Declaration of Surplus Property Recreation Department- Popcorn Machine and Seasonal outdoor tent
- G. Review and Approve Bike and Road Race Application, Wounded Warrior Project (Soldier Ride Event) for September 25<sup>th</sup>
- H. Review and Approve Wounded Warrior Project (Soldier Ride) Proclamation

- I. Review and Approve National Suicide Prevention Month for September (Cape and Islands Suicide Prevention Coalition)
- J. Review and Approve Minutes: August 25, 2015

**7. SELECTMEN REPORTS AND LIAISON REPORTS**

**8. NEXT MEETING AGENDA: TUESDAY, September 15, 2015**

**9. TOWN ADMINISTRATOR'S REPORT**



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Shellfish Advisory Committee

**REQUESTOR:** Scott Lindell (Chair)

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Reassignment of aquaculture leases in the Aquaculture Development Area

**EXPLANATION:**

At the November 14, 2014 meeting, the Shellfish Advisory Committee (SAC) reviewed applications for Smith, Rego and Wisbauer. Following discussion, it was recommended and approved that Rego would have #17 & 18, Smith would have #19 & 20, and Wisbauer would have #23, 24 & 25. Lindell would move to #21. #22 was the only vacant spot left.

At the February 24, 2015 meeting, SAC reviewed an application for Beau Gribbin for #22. He was approved but since Gribbin fishes with Rego, it was decided to reorder the grant assignments. Gribbin - #19, Lindell #20, Smith #21 & 22, and unchanged, Wisbauer #23, 24 & 25.

In between these 2 meetings and at a meeting in March, the Board of Selectmen approved assignment of ADA leases, and the SAC Chairman, on leave for much of February and March, neglected to request that the Board of Selectmen consider the February 24<sup>th</sup> recommendations. All parties are in agreement to have the lease assignments as follows:

Gribbin - #19.

Lindell - #20

Smith #21 and 22

**IMPACT IF NOT APPROVED:** Lindell has been conducting active research on lease #20 for the past year with Department of Marine Fisheries approval and the appropriate bonds, and moving the experimental gear to another lease would be disruptive. Gribbin is the only grower in the ADA with a single acre and being re-assigned next to his fishing partner, Rego gives them flexibility in managing their leases.

**SUGGESTED ACTION:** *MOTION TO authorize the reassignment of aquaculture leases as follows: Beau Gribbin #19, Scott Lindell and Parker Small #20; and Dan and Jill Smith #21 and #22.*

**ATTACHMENTS:**

1. Public Hearing Notice for Amendment of ADA Licenses
2. ADA Application-Dan Smith
3. ADA Application (Renewal)-Parker Small and Scott Lindell
4. ADA Application-Beau Gribbin
5. Lindell NOAA Saltonstall Kennedy Program Progress Report



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

**Office of the Board of Selectmen**

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

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

## **TOWN OF TRURO PUBLIC HEARING AMENDING AQUACULTURE LICENSES**

The Truro Board of Selectmen will hold a public hearing on Tuesday, **September 15, 2015 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro, in accordance with MGL Ch. 130 § 57-68 and pursuant to the Aquaculture Grants Regulations to amend the ordering number of the following Shellfish Aquaculture License sites:

Parker Small and Scott Lindell change of license to #20 from #19.

Beau Gribbin change of license to #19 from #22.

Dan and Jill Smith change of license to #21 and #22 from #20 and #21.

Comments from the public will be heard, and all interested parties are urged to attend.

Paul Wisotzky, Chairman  
Board of Selectmen  
Town of Truro



RECEIVED

Agenda Item: 2A2

AUG 24 2015

TOWN OF TRURO  
MASSACHUSETTS

# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## AQUACULTURE LICENSE APPLICATION

NAME OF APPLICANT: Daniel & Jill Smith

MAILING ADDRESS: P.O. Box 907 Truro, MA 02666

TELEPHONE: Personal Information Redacted E-MAIL ADDRESS: Personal Information Redacted

**PROPOSED LOCATION OF THE LICENSE SITE:** Describe below the specific measurements in feet of the desired area using land boundaries, when possible. Attach a sketch of a locus map indicating said boundaries and total square feet.

Description: We presently hold Grant #20 & 21 in the Truro ADA as issued by the BOS on January 27, 2015. We approve and agree with the request to change our Grant numbers to

PREVIOUS AQUACULTURE EXPERIENCE: #21 & 22.

- All other information remains the same.

**PROPOSED DEVELOPMENT PLAN:** Describe in detail, your plans for development of Aquaculture and/or licensed site over a one, two and three-year term. Include the number of rafts/racks/floats, size, construction material, and square feet working area needed in the aquaculture area. Plans shall include shellfish by species, amount and sizes intended to be introduced to the waters and/or substratum. This plan is to be submitted as part of your application.

**TYPES OF SHELLFISH TO BE RAISED:** \_\_\_\_\_

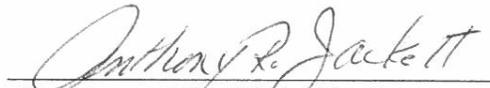
**METHOD OF PROPAGATION:** \_\_\_\_\_

**MEANS OF ACCESS:** \_\_\_\_\_

EQUIPMENT TO BE USED: \_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature of Applicant

08/24/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Shellfish Warden

August 26, 2015  
\_\_\_\_\_  
Date

The following information must be included in this application in accordance with the Aquaculture Regulations:

1. Detailed site plan including latitude and longitude of corners (metes and bounds)
2. Geophysical characteristics
3. Benthic habitat conditions
4. Proposed species, quantities and densities
5. Proposed physical structures
6. Proposed method and details of access to the site

The following documents must be submitted with this application in accordance with the Aquaculture Regulations:

1. Copy of Notice of Intent submitted to the Conservation Commission, or Municipal Wetlands Permit or determination of non-applicability
2. Copy of application to the Corps of Engineers, Section 404 permit or Programmatic General Permit



# TOWN OF TRURO

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

## AQUACULTURE LICENSE RENEWAL APPLICATION

NAME OF APPLICANT: Scott Lindell and Parker Small  
7 MBL St. POB. 203

MAILING ADDRESS: Woods Hole MA 02543 N. Truro MA 02652

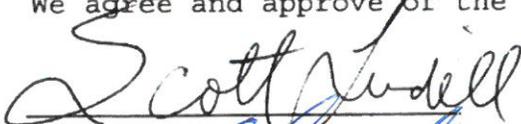
TELEPHONE: [REDACTED] E-MAIL: slindell@mbl.edu

LICENSE NUMBER: 153343-14

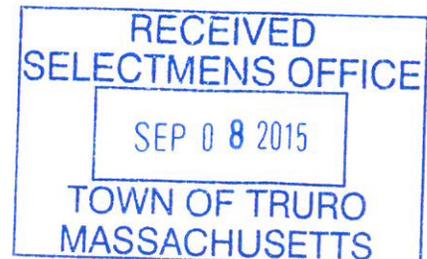
SITE LOCATION: Was #20, then renewed as #19, now requesting #20

**SITE DEVELOPMENT:** Attach to this application your plans for development of the site over the next one, two, and three-year terms. Include the number of rafts/racks/floats, size, construction material and working area in square feet of the aquaculture site. Your plan shall include shellfish by species, amount and sizes intended to introduce to the water and/or substratum. Unchanged from last year

We agree and approve of the request to move our grant to #20.

  
Signature of Applicant  


9/8/15  
Date

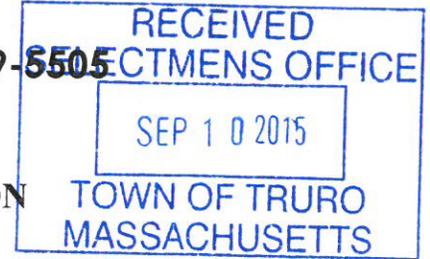




# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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



## AQUACULTURE LICENSE APPLICATION

NAME OF APPLICANT: Beau Gribbin

STREET ADDRESS: 563 SHORE RD P.O. Box 1851 Provincetown ma  
TRURO

TELEPHONE: [REDACTED] E-MAIL ADDRESS: [REDACTED]

**PROPOSED LOCATION OF THE LICENSE SITE:** Describe below the specific measurements in feet of the desired area using land boundaries, when possible. Attach a sketch of a locus map indicating said boundaries and total square feet.

Description: Request to change my site # From 22 -  
TO # 19.

PREVIOUS AQUACULTURE EXPERIENCE: Details on Orig  
App.

**PROPOSED DEVELOPMENT PLAN:** Describe in detail, your plans for development of Aquaculture and/or licensed site over a one, two and three-year term. Include the number of rafts/racks/floats, size, construction material, and square feet working area needed in the aquaculture area. Plans shall include shellfish by species, amount and sizes intended to be introduced to the waters and/or substratum. This plan is to be submitted as part of your application.

TYPES OF SHELLFISH TO BE RAISED: OYSTERS + CLAMS

METHOD OF PROPAGATION: \_\_\_\_\_

MEANS OF ACCESS: \_\_\_\_\_

EQUIPMENT TO BE USED: \_\_\_\_\_



Signature of Applicant

9/09/15  
Date



Signature of Shellfish Warden

9/9/15  
Date

The following information must be included in this application in accordance with the Aquaculture Regulations:

1. Detailed site plan including latitude and longitude of corners (metes and bounds)
2. Geophysical characteristics
3. Benthic habitat conditions
4. Proposed species, quantities and densities
5. Proposed physical structures
6. Proposed method and details of access to the site

The following documents must be submitted with this application in accordance with the Aquaculture Regulations:

1. Copy of Notice of Intent submitted to the Conservation Commission, or Municipal Wetlands Permit or determination of non-applicability
2. Copy of application to the Corps of Engineers, Section 404 permit or Programmatic General Permit

**NOAA Saltonstall-Kennedy Program Progress Report  
Award # NA14NMF4270035**

**Developing whale and turtle-friendly subtidal aquaculture gear  
Reporting Period 9/1/2014 - 12/31/14**

**Executive Summary:**

The project has started smoothly on all objectives with the exception of Objective 2. Early indications are that oysters may grow as well or better on the bottom as in floating gear. Early outreach shows there is great interest in solving the potential threat of entanglement in aquaculture gear but there are few novel solutions other than those we are trying.

**Summary of the Project Goals and Opportunities**

The purpose of this project is to demonstrate ways that subtidal aquaculture gear, including anchors and lines, may be modified to eliminate the risk to protected species such as whales and turtles. We will measure the effort required to set up and manage mitigation systems for floating gear versus bottom gear, and monitor the differences in growth rate, and survival of oysters grown in each type of gear. *The objectives of the proposed work and progress are as follows:*

**Objective 1. Install and test helical anchors–**

Two Hafbor helical screw anchors were installed at on offshore mussel farm site near Newport RI. Hafbor makes a unique rig for remote diver-less installations of these anchors at great depths (Figure 1). The Newport site hosts a 10-acre shellfish lease where drag-embedment type anchors have previously failed to hold twice during storms in the past three years.

Hafbor installs the anchor with anchor line attached. For the pull-out test, the anchor line was attached to a 10 metric tonne tensiometer through a block pulley at the back of the boat (Figure 2). Another line from the tension meters was attached to the tow winch of the boat. This way they were able to get a full vertical pull on the anchor (Figure 3). They pulled on the anchor line up to approximately 3 metric tons, (6,600lbs), and still the anchor held. They did not pull any harder in order not to damage the anchor lines or boat equipment.



Figure 1. Hafbor rig

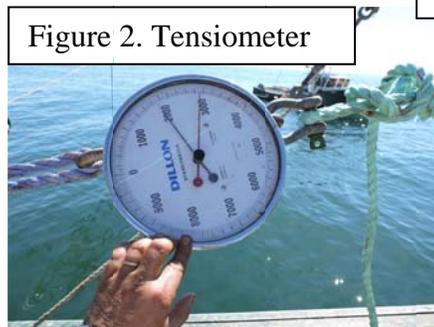
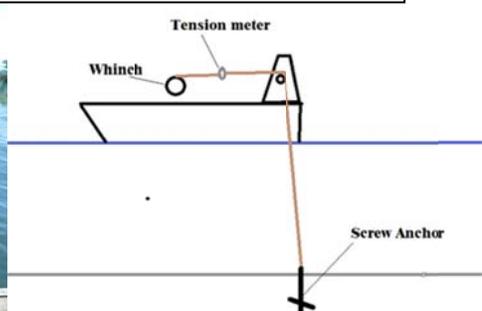


Figure 2. Tensiometer

Figure 3. Pull-out test set up



### **Objective 2. Test acoustic remote-release system**

After discussions with suppliers we decided to wait until spring 2015 to make purchases on new models that better suit our project. One supplier, Fiomarine, is due to produce a model that is 25% the cost of its current model possibly making it affordable for our applications.

### **Objective 3. Test options for stiffening or replacing lines –**

Our team (Figure 4) constructed and deployed a series of corner marker buoys and lobster buoys with sheathed anchor lines to test various forms of line stiffening. In the Truro Grant Area (lease # 20) we deployed 4 corner buoys marking the grant area and attached them to 2' screw anchors. Each buoy was tied to the anchor using 3/8" line with a 1100lb. weak link. The weak link was then connected to a yellow polyball buoy (Figure 5). Three of the vertical lines to the corner buoys had the upper 5ft sheathed with 1/2" HDPE. The fourth vertical line to a corner buoy was completely sheathed with 1/2" HDPE.

Buoy Locations:

NW: 42° 2.827', 70° 8.3622'

SW: 42° 2.770', 70° 8.384'

NE: 42° 2.821', 70° 8.336'

SE: 42° 2.765', 70° 8.359'

Once the corner markers were in place, we deployed another 8 experiment lines with sheathing within the grant area. Four of the vertical lines were sheathed along the top 5 feet with a lengthwise split 1/2" HDPE. The other 4 lines were sheathed with split 1/2" PVC along the top 5 feet of the line. All 8 lines had 1100lb. weak links connected to lobster buoys. 6 of the 8 lines were anchored using just 1 cinder block, the other 2 were anchored using 2 cinder blocks. The 8 lines were scattered randomly within the grant area.

**Figure 4.** S-K research team from left, David Bailey and Scott Lindell (MBL), Steve Wisbauer (grower), Owen Nichols (PCCS)



**Figure 5.** Vertical lines, sheathing, breakaways and corner marking buoys



**Objective 4. Evaluate oyster growth and survival to compare the suitability of subtidal Cape Cod Bay culture systems (floating vs. on-bottom).**

Two types of oyster grow-out gear (floating cages and bottom cages) were deployed with the cooperation of shellfish farmer and Truro Assistant Harbormaster Steve Wisbauer. Steve has grant #25 within the ADA and has agreed to host this comparison study with MBL's help. On September 4th the experiment started with the installation of a floating cage anchored with a 200lb mushroom anchor. The bottom cage was deployed with a retrieval line, which was sheathed with 1/2" HDPE at the first 5ft. Each of the cages had 6 bags of oysters, 2 with larger oysters and 4 with smaller oysters. HOBO temperature loggers were placed on both the bottom and floating cages. Another HOBO meter was placed on the SE ADA corner marker buoy. Table 1 shows the average weight of oysters in each type of gear (bottom or floating cage) at the project start and when (11/20/14) we measured and deployed both gear types to the bottom in time for winter. The formerly floating bags will resume their floating status in April 2015. A surprising early result is that the bottom grown oysters appear to be growing faster than those grown in the warmer surface waters. Mortality was low at 1 to 2 % for both.

	<u>Gear type</u>	
	Bottom	Floating
Ave. bag wt (kg) 9/14	3.57	3.73
Ave. bag wt (kg) 11/14	6.29	5.48
<b>Ave. wt. increase</b>	<b>2.72</b>	<b>1.75</b>
Ave length (in.) 11/14	2.57	2.19

**Objective 5. Outreach and Education -**

At the Northeast Aquaculture Conference and Expo in mid-January 2015, Lindell organized and moderated a session on the potential risks of entanglement in aquaculture gear. A summary produced for the distribution to the East Coast Shellfish Growers (with a request for feedback) is reproduced here:

“There were five presentations in the Gear Entanglement Workshop beginning with a description of the role of NOAA protected species in managing activities that represent risks to protected species, and the formation of a stakeholder group and white paper development related to offshore aquaculture. Next was a description of a research project aimed at developing modified aquaculture gear to reduce entanglement risk to sea turtles. A video was shown of a leatherback turtle encountering a line in the water and becoming entangled. Next the activities of the NEAq were described and the current trends in right whale entanglements in fishing gear discussed. In spite of present regulations, the number of entanglements continues to increase. Next, we heard there have been only five reported entanglements of whales and turtles in mussel longline gear world-wide in the last 20 years, with each case involving unseeded spat collection lines. Finally, the issues of spatial and temporal distribution of aquaculture gear and the presence of protected species was presented and how that information could be used to mitigate risk. Much discussion ensued regarding real and perceived risks and strategies that would allow sector growth. For more information about these topics and other relevant research or to provide feedback, please contact Scott Lindell ([slindell@mbl.edu](mailto:slindell@mbl.edu)).”



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Barnstable County Assembly of Delegates

**REQUESTOR:** Deborah McCutcheon, Truro's Representative to the Assembly of Delegates

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Update on Assembly of Delegates

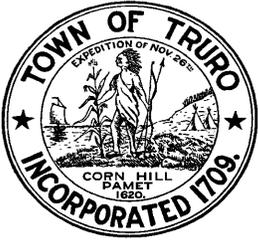
**EXPLANATION:** Deborah McCutcheon, as Truro's representative to the Barnstable County Assembly of Delegates, will provide a report.

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

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

**SUGGESTED ACTION:** *None required*

**ATTACHMENTS:** None



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Barnstable County Assembly of Delegates

**REQUESTOR:** Deborah McCutcheon, Truro's Representative to the Assembly of Delegates

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Presentation of Framed Art Donation from AmeriCorps to the Town of Truro

**EXPLANATION:** Deborah McCutcheon, as Truro's representative to the Barnstable County Assembly of Delegates, will present a piece of framed art donated to the Town of Truro from AmeriCorps.

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

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

**SUGGESTED ACTION:** *None required*

**ATTACHMENTS:** None



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Community Preservation Committee

**REQUESTOR:** Deborah McCutcheon, Co-Chair

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Presentation of CPC Revision of 5 Year Plan

**EXPLANATION:** Deborah McCutcheon will present the Community Preservation Committee's Revision of their 5 Year Plan.

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

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

**SUGGESTED ACTION:** *None required – accept report.*

**ATTACHMENTS:**

1. Town of Truro Community Preservation Plan



## TOWN OF TRURO COMMUNITY PRESERVATION PLAN

PREPARED BY:

THE TRURO COMMUNITY PRESERVATION COMMITTEE

Members:

Deborah McCutcheon – Co-Chair (Conservation Commission)  
Mary Rose - Co-Chair (Housing Authority)  
Jane Petterson – Acting Vice Chair (Recreation Commission)  
William Golden (Open Space)  
Richard Larkin (Truro Historical Commission)  
Lisa Maria Tobia (Planning Board)  
Maureen Cronin (At Large Member)  
Robert Lowe (At Large Member)  
Bonnie Sollog (At Large Member)

Selectman's Liaison: Paul Wisotzky  
Administrative Consultant: Mary Rogers

Revised August, 2015

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## I. INTRODUCTION – ABOUT TRURO

When the Pilgrims landed in the New World, what is now Truro was land of the Pamet Indians, and their corn, stored at Corn Hill, enabled the Pilgrims to survive their first winter in Massachusetts. Sited on land purchased from the Pamet Indians, the community then known as “Dangerfield” was originally part of Eastham: the Town of Truro incorporated itself in 1709. For its first hundred years, Truro was a sparsely populated farming community, but by the early 1800s the town had grown significantly due to the popularity of shore whaling. Pamet Harbor, with its deep water capacity, became central to the industry. Saltworks along the shores also flourished in the 1800s. In 1837 Truro had thirty-nine of these works, but the decline of the business commenced soon after.

Also in the 1880s, the railroad came through Truro, allowing the influx of population and access by rail to markets as far as Boston and New York. The area experienced its first boom. Alas, it was not to last. The great gale of 1841 demolished the fishing fleet, and that loss was followed by the bankruptcy of the Union Railway Company. By 1930 the population of Truro had dropped from a peak in 1850 of 2000 people, to fewer than 600.

Truro continued after 1930 as a sparsely inhabited community, with cottage colonies scattered among its hills. The population was largely dependent on farming and fishing, as well as the seasonal tourist population and occasional small increases in commerce. The Fishnet Industry, established by Ada Elizabeth “Tiny” Worthington, provided employment opportunities during the Depression, and clothing fashioned in Truro from fishnets enjoyed a brief national popularity reflected in a local economic boom after World War II. Overall, however, over the first sixty years of the 20th century, Truro continued as a small, rural community.

The community first enacted local zoning in 1959, due to the impending creation of the Cape Cod National Seashore. Controversial among the local population at the time, the Seashore encompassed almost 70% of Truro when its boundaries were finally defined in 1960. The impact of the National Seashore upon the Town and its inhabitants continues in ways both large and small: as a direct result of the restrictions upon development imposed upon property within the Seashore, Truro has the lowest population density on the Cape, approximately 120 people per square mile. However, Truro’s inhabitants are not evenly distributed: density along Beach Point approximates that of Provincetown, as does development along the curve of Cape Cod Bay, opposite the Seashore. Truro’s commitment to open space has helped to maintain significant coastal landscapes and views, although the Town’s ability to protect open space diminishes as land prices rise.

Truro celebrated its tercentenary anniversary in 2009. The past 300 years have seen Truro change from a farming and whaling community to a tourist destination and resort community. Many homes are owned by non-residents, and are only occupied part of the year. At the same time, the fastest growing segment of Truro’s population is retirees, attracted by the rural setting and the Town’s proximity to the art galleries, shops and restaurants of Provincetown. According to Assessor Department’s statistics, the median home price in 2015 was \$578,300. Year-round rental housing remains difficult, if not impossible, to find. Our community continues to struggle to provide housing and job opportunities for working people

and young families, while at the same time preserving the rural character and unique geography which has made our community so attractive to visitors and residents alike.

Enactment of the Community Preservation Act By-law at Town Meeting in 2005 was the first step toward developing consistent and significant resources to address the preservation of our community: to ensure, in the words of Edward T. McMahon, that growth, while inevitable, need not inevitably destroy our community's character. To that end, the Community Preservation Committee puts forth this Community Preservation Plan.

## **II. COMPOSITION AND ROLE OF THE COMMITTEE**

In April of 2005 at Annual Town Meeting, voters approved the bylaw that governs the work of the Community Preservation Committee (CPC). For full text of the bylaw, please see Appendix B.

The committee consists of the following nine (9) members:

One member each from the:  
Conservation Commission,  
Housing Authority,  
Historic Commission,  
Open Space Committee,  
Planning Board,  
Recreation Commission,  
and 3 members "at large."

Committee representatives are appointed by their respective committees, the "at large" members by the Board of Selectmen. Each member receives a letter of appointment, and must be sworn in by the Town Clerk.

It is the responsibility of each member to be familiar with the:

- Open Meeting Law
- Community Preservation Act
- Processes and Procedures for the Community Preservation Committee
- Town of Truro Community Preservation Act (CPA) Bylaw
- Town of Truro Charter.

While specific committees are represented by members of the CPC, all members shall keep the best interest of the entire town in mind when making decisions.

The Committee's role is to inform members of the community of the opportunities that exist and of the availability of funds. The CPC acts as a catalyst and information resource to those wishing to submit proposals.

A quorum, consisting of a majority of members, must be present for the committee to hold a meeting. Meetings are conducted according to Roberts Rule of Order. The chair has voting rights.

All members must make an effort to be present when proposals are presented, as well as at public hearings. A member who is not present at the meetings where a proposal is presented and discussed, and who does not attend the public hearing for presentation and discussion of all proposals, shall not vote on the proposal.

### **III. USES FOR WHICH FUNDS ARE APPROVED**

The Community Preservation Act (CPA), c. 44B §§1-17, approved by the Legislature in 2000, authorized Massachusetts cities and towns to convert from the Land Bank Act to the CPA, without any change in level of taxation. More than 160 municipalities have adopted the Act: Truro did so by vote at Town meeting in April of 2005.

The Commonwealth provides supplemental funding, from a surcharge on real estate transactions, up to 100% of the amount generated by the local community. Because the matching funds are dependent upon the dollar value of real estate transactions, the amount that will be available cannot be accurately projected from year to year. In fiscal years 2007 and 2008 all participating towns received a 100% match. Fiscal years 2009-2010 saw the real estate market decline, and, consequently, matching funds from the state also declined. In 2009 the town of Truro collected \$313,317 and received \$172,650, a 55.1% match, from the state. In 2010 the match went down to 41.76% or \$142,687 to Truro's \$341,696. The expectation for the foreseeable future is that matching funds will be significantly lower than the earlier 100% match. Information about the CPA is easily available on the web-site: [www.communitypreservation.org](http://www.communitypreservation.org).

The legislative act mandates that 10% of the total funds (locally generated plus state match) every year be set aside or appropriated to each of the following:

- Open Space Acquisition
- Historic Preservation
- Community Housing

The remaining 70% of funds can be used for any of the purposes approved under the Act, including restricted recreational purposes and administrative expenses, although administrative expenses are capped at 5% annually.

The Community Preservation Committee is guided in its determinations by the certified Local Comprehensive Plan, also approved at Town Meeting in April of 2005, and the three core priorities of the Act. At present, debt service for acquisition of open space consumes nearly 40% of all Community Preservation Act funds available to Truro. Therefore current proposals which focus on Historic Preservation and Community Housing are preferred by the Committee. Proposals which address more than one core priority under the act or which leverage additional funds are also preferred.

#### **IV. OPERATIONAL PROCEDURES**

The Community Preservation Committee has adopted guidelines and forms for submittal of proposals, set forth in Appendix C. The Committee generally meets at least monthly, except in July and August, and more frequently during the fall and winter of each year when proposals are reviewed and considered by the Committee. All meetings are open to the public, and minutes are kept. Substantive discussions of proposals take place only in duly noticed Committee meetings.

Pre-application inquiries are welcome and should be directed through the Committee chair, who will report the substance of all discussions with the full Committee.

Applications for funding, which must be filed by November 1 to be considered for funding at the next Annual Town Meeting, are distributed to all members of the Committee, for review prior to the meeting where the application will be discussed. The Committee may request clarifications and or changes as needed.

Applicants will be invited to a Committee meeting to present their proposals and for Committee members to ask questions and to discuss the elements and merits of each proposal, as it relates to the needs of the town and to the three core priorities of the Community Preservation Act. Prior to Committee decision on funding recommendations, the Committee holds a Public Hearing, at which proponents are invited to make a short presentation, in order for the public to comment on the proposals. If possible, the documents will have been posted on the Town's website, and made available at Town Hall. The members of the Board of Selectmen are encouraged to attend this Public Hearing.

Following the public hearing, the Committee will meet for a final discussion of the proposals and to adopt funding recommendations for presentation to voters at the next Town Meeting.

As a courtesy, after the funding recommendations have been determined, but prior to Town Meeting, the Community Preservation Committee meets with the Board of Selectmen and with the Finance Committee to discuss the proposals and the Committee's recommendations. These meetings are not required by the Community Preservation Act. CPC members, however, appreciate input from the Selectmen and the Finance Committee and find this part of the process valuable. The recommendations of the Board of Selectmen and the Finance Committee appear on the Warrant for Town Meeting, although neither group has any authority to change, bring forward or withdraw any CPC funding article.

If passed by Town Meeting, the proponents of projects approved for funding receive an award letter and are also required to enter into a grant agreement (for sample, see Appendix D) which is intended to ensure that the project is completed and complies with Community Preservation Act and Committee goals and procedures. Proponents may also be required to agree to perpetual deed restrictions which will ensure that the funds appropriated for individual projects will continue to benefit our community in the future.

## V. HISTORIC PRESERVATION GOALS

Acting with the Truro Historical Commission and various interested individuals and non-profit organizations Truro uses Community Preservation Act funds to preserve our heritage and community character, including documentation and planning for preservation of historic resources, as well as restoration of historic buildings, and landscapes.

### Truro's Heritage Preservation and Community Character Goals<sup>1</sup>

**Goal 1:** Truro will seek to protect and preserve the important historic, cultural, and scenic features of the Truro landscape, recognizing that they are critical components of the town's heritage, character, and economy.

**Goal 2:** Truro will preserve historic areas through the establishment of Historic Districts, subject to the wishes of area residents, beginning with the Pond Village area in North Truro Center. The Pamet Roads, Depot Road and Longnook Road should be considered as well.

**Goal 3:** Truro will work to ensure that future development and redevelopment respect the traditions and character of historic village centers and outlying residential areas so as to protect the town's characteristically rural look and feel.

## VI. OPEN SPACE PROTECTION GOALS

Approximately 70% of the Town of Truro lies within the boundaries of the Cape Cod National Seashore (CCNS), which, coupled with the Truro Conservation Trust, has helped to reduce density and provide open space. Land Bank Funds, available from 1999 to 2005, have been replaced by CPA funding for the purchase of open space. Areas now set aside for open space should remain in as much a natural state as possible, with recreational opportunities for the enjoyment of Truro's citizens.

### Truro's Open Space and Recreation Goals

**Goal 1:** Truro will preserve and enhance the availability of open space in order to provide wildlife habitat, recreation opportunities, and protect the natural resources, scenery, and character of Truro.

**Goal 2:** Truro will use Community Preservation Act funds to help maintain the town's rural character, reducing density, securing future well sites, developing a Route 6 greenbelt, protecting wildlife and endangered species, and providing additional passive recreation areas.

**Goal 3:** Truro will work to ensure that continued residential development does not destroy key open lands that are important for ecosystems, view sheds, rural character, or access ways for the general public.

**Goal 4:** Truro will continue to develop active and passive recreation opportunities that

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<sup>1</sup> The goals for Historic Preservation, Open Space Protection and Affordable Housing set forth herein are taken, verbatim, from the 2005 Truro Local Comprehensive Plan, and the Committee thanks the drafters of that Plan for their helpful articulation of these goals.

serve all segments of Truro's diverse population.

## **VII. AFFORDABLE HOUSING GOALS**

Since the mid-1990's, Truro has experienced a major rise in housing costs. In 2009 the median sale price of a single family home in Truro was \$542,000, one of the highest on Cape Cod. (Source: The Warren Group.) Affordable year-round rental vacancies are rare. Market influences have made it difficult for low and even middle-income families and individuals to find adequate housing in Truro. The diverse population we value and those we count on to provide the necessary services, including fire, rescue, police, teachers, and other town employees, often find it difficult to live in Truro. Truro's challenge is to meet the immediate housing needs of townspeople and to meet the Commonwealth's long term guidelines of ten percent affordable housing stock. The citizens of Truro recognize the urgent need to meet this challenge.

### **Truro's Affordable Housing Goals**

**Goal 1.** Truro will promote decent, safe, affordable housing for rental or purchase to meet the needs of present and future Truro residents. In accordance with state law, Truro will seek to raise its affordable housing stock to 10% of all year-round units at the rate of 0.75% per year of existing housing stocks.

**Goal 2.** Truro will encourage and support affordable housing that can serve a variety of needs, including elderly residents, families with children, couples, singles, and municipal employees.

**Goal 3.** Truro will work with other towns and with state and regional agencies to support affordable housing at the regional level.

**Goal 4.** Truro will make the necessary zoning and regulatory changes to encourage the development of affordable rental units and homes needed for Truro residents.

## **VII. SUMMARY**

This is the third edition of the "Town of Truro Community Preservation Plan," the second edition having been published in 2011. Since 2011 the Committee has funded several more complex projects, including participation in the financial consortium which built and will operate Sally's Way, a multi-unit low and moderate income affordable rental housing development, and a multi-year agreement for restoration of the historic Truro Congregational Church Meetinghouse. (For a complete list of CPC projects see the last section of this booklet). We have, of course, learned a lot from our projects, and have developed procedures for grant implementation, which are new to this edition. The Community Preservation Committee thanks the citizenry of Truro for the trust and confidence they have placed in us.

**Appendix A**

**COMMUNITY PRESERVATION ACT**

## Community Preservation Act: Enabling Statute – M.G.L. ch. 44B

1. Section 1 – Addition of Chapter 44B to MGL
2. Section 2 – Definitions
3. Section 3 – Adoption of the CPA
  - a. Exemptions
  - b. Chapter 59 exemptions also apply
  - c. Ballot question text and acceptance dates
4. Section 4 – Imposition of surcharge
  - a. Instructions to tax collector
5. Section 5 – Community Preservation Committee (CPC)
  - a. 5 mandatory members and contents of by-law
  - b. Duties: study needs, possibilities of town and public info session
  - c. What CPC makes recommendations about (i.e. allowable uses of CPA funds).
  - d. CPA funds may set aside for later spending
  - e. A quorum is necessary to conduct business
  - f. Legislative action on CPC recommendations
  - g. CPA and eminent domain
6. Section 6 – Legislative body shall spend CPA funds
  - a. Can't supplant existing funds.
7. Section 7 – Establishes CP Fund
  - a. Monies that go into fund
8. Section 8 – Sets up Registries fees
9. Section 9 – Sets up Mass CP Trust Fund
  - a. DOR is entitled to 5% for operating and admin expenses.
10. Section 10 – State match distribution
  - a. Formulas for three rounds
11. Section 11 – CPA communities may issue bonds against local CPA revenue
12. Section 12 – Real property interests
  - a. Permanent deed restrictions that meet MGL ch. 184, shall run with land and can be enforceable by municipality or third party.
  - b. Real property shall be owned by city or town but management may be done by a non-profit.
13. Section 13 – CPC shall keep records that are public
14. Section 14 – CPA communities may still receive other state grants
  - a. CPA funds can be used as local share of matching funds
15. Section 15 – Damages
16. Section 16 – Changing or revoking CPA
  - a. Can revoke after 5 years through same method as adopted
  - b. Changes can only be done by legislative body and then ballot
17. Section 17 – DOR has regulatory authority.

## Chapter 267 of the Acts of 2000

*As amended by SB 2343 (July 2002), HB 3944 (July 2003), HB 4709 (December 2004), HB 1680 (March 2006), SB 167 (September 2006), and SB 2725 (December 2006).*

### AN ACT RELATIVE TO COMMUNITY PRESERVATION.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

**SECTION 1.** The General Laws are hereby amended by inserting after chapter 44A the following chapter:- CHAPTER 44B. COMMUNITY PRESERVATION.

**Section 1.** This chapter shall be known and may be cited as the Massachusetts Community Preservation Act.

**Section 2.** As used in this chapter, the following words shall, unless the context clearly indicates a different meaning, have the following meanings:-

"Acquire", obtain by gift, purchase, devise, grant, rental, rental purchase, lease or otherwise.

"Acquire" shall not include a taking by eminent domain, except as provided in this chapter.

"Annual income", a family's or person's gross annual income less such reasonable allowances for dependents, other than a spouse, and for medical expenses as the housing authority or, in the event that there is no housing authority, the department of housing and community development, determines.

"**Community housing**", low and moderate income housing for individuals and families, including low or moderate income senior housing.

"Community preservation", the acquisition, creation and preservation of open space, the acquisition, creation and preservation of historic resources and the creation and preservation of community housing.

"Community preservation committee", the committee established by the legislative body of a city or town to make recommendations for community preservation, as provided in section 5.

"Community Preservation Fund", the municipal fund established under section 7.

"CP", community preservation.

"**Historic resources**", a building, structure, vessel, real property, document or artifact that is listed or eligible for listing on the state register of historic places or has been determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of a city or town.

"Legislative body", the agency of municipal government which is empowered to enact ordinances or by-laws, adopt an annual budget and other spending authorizations, loan orders, bond authorizations and other financial matters and whether styled as a city council, board of aldermen, town council, town meeting or by any other title.

**"Low income housing"**, housing for those persons and families whose annual income is less than 80 per cent of the areawide median income. The areawide median income shall be the areawide median income as determined by the United States Department of Housing and Urban Development.

**"Low or moderate income senior housing"**, housing for those persons having reached the age of 60 or over who would qualify for low or moderate income housing.

"Maintenance", the upkeep of real or personal property.

**"Moderate income housing"**, housing for those persons and families whose annual income is less than 100 per cent of the areawide median income. The areawide median income shall be the areawide median income as determined by the United States Department of Housing and Urban Development.

"Open space", shall include, but not be limited to, land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh and salt water marshes and other wetlands, ocean, river, stream, lake and pond frontage, beaches, dunes and other coastal lands, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use.

"Preservation", protection of personal or real property from injury, harm or destruction, but not including maintenance.

"Real property", land, buildings, appurtenant structures and fixtures attached to buildings or land, including, where applicable, real property interests.

"Real property interest", a present or future legal or equitable interest in or to real property, including easements and restrictions, and any beneficial interest therein, including the interest of a beneficiary in a trust which holds a legal or equitable interest in real property, but shall not include an interest which is limited to the following: an estate at will or at sufferance and any estate for years having a term of less than 30 years; the reversionary right, condition or right of entry for condition broken; the interest of a mortgagee or other secured party in a mortgage or security agreement.

"Recreational use", active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. "Recreational use" shall not include horse or dog racing or the use of land for a stadium, gymnasium or similar structure.

**"Rehabilitation"**, the remodeling, reconstruction and making of extraordinary repairs to historic resources, open spaces, lands for recreational use and community housing for the

**purpose of making such historic resources, open spaces, lands for recreational use and community housing functional for their intended use, including but not limited to improvements to comply with the Americans with Disabilities Act and other federal, state or local building or access codes. With respect to historic resources, rehabilitation shall have the additional meaning of work to comply with the Standards for Rehabilitation stated in the United States Secretary of the Interior's Standards for the Treatment of Historic Properties codified in 36 C.F.R. Part 68.**

**Section 3.** (a) *Sections 3 to 7, inclusive, shall take effect in any city or town upon the approval by the legislative body and their acceptance by the voters of a ballot question as set forth in this section.*

(b) Notwithstanding the provisions of chapter 59 or any other general or special law to the contrary, the legislative body may vote to accept sections 3 to 7, inclusive, by approving a surcharge on real property of not more than 3 per cent of the real estate tax levy against real property, as determined annually by the board of assessors. The amount of the surcharge shall not be included in a calculation of total taxes assessed for purposes of section 21C of said chapter 59.

(c) All exemptions and abatements of real property authorized by said **chapter 59** or any other law for which a taxpayer qualifies as eligible shall not be affected by this chapter. A taxpayer receiving an exemption of real property authorized by said chapter 59 or any other law shall be exempt from any surcharge on real property established under this section. The surcharge to be paid by a taxpayer receiving an abatement of real property authorized by said chapter 59 or any other law shall be reduced in proportion to the amount of such abatement.

(d) Any amount of the surcharge not paid by the due date shall bear interest at the rate per annum provided in section 57 of said chapter 59.

(e) The legislative body may also vote to accept one or more of the **following exemptions**:

(1) for property owned and occupied as a domicile by a person who would qualify for **low income housing or low or moderate income senior housing** in the city or town;

(2) for **class three, commercial, and class four, industrial**, properties as defined in section 2A of said chapter 59, in cities or towns with classified tax rates; or

(3) for **\$100,000 of the value of each taxable parcel** of residential real property.

(f) Upon approval by the legislative body, the actions of the body shall be submitted for acceptance to the voters of a city or town at the next regular municipal or state election. The city or town clerk or the state secretary shall place it on the ballot in the form of the following question:

"Shall this (city or town) accept sections 3 to 7, inclusive of chapter 44B of the General Laws, as approved by its legislative body, a summary of which appears below?"

(Set forth here a fair, concise summary and purpose of the law to be acted upon, as determined by the city solicitor or town counsel, including in said summary the percentage of the surcharge to be imposed.)

If a majority of the voters voting on said question vote in the affirmative, then its provisions shall take effect in the city or town, but not otherwise.

**(g) The final date for notifying or filing a petition with the city or town clerk or the state secretary to place such a question on the ballot shall be 35 days before the city or town election or 60 days before the state election.**

(h) If the legislative body does not vote to accept sections 3 to 7, inclusive, at least 90 days before a regular city or town election or 120 days before a state election, then a question seeking said acceptance through approval of a particular surcharge rate with exemption or exemptions, may be so placed on the ballot when a **petition** signed by at least 5 per cent of the registered voters of the city or town requesting such action is filed with the registrars, who shall have seven days after receipt of such petition to certify its signatures. Upon certification of the signatures, the city or town clerk or the state secretary shall cause the question to be placed on the ballot at the next regular city or town election held more than 35 days after such certification or at the next regular state election held more than 60 days after such certification.

(i) With respect to real property owned by a cooperative corporation, as defined in section 4 of chapter 157B, that portion which is occupied by a member under a proprietary lease as the member's domicile shall be considered real property owned by that member for the purposes of exemptions provided under this section. The member's portion of the real estate shall be represented by the member's share or shares of stock in the cooperative corporation, and the percentage of that portion to the whole shall be determined by the percentage of the member's shares to the total outstanding stock of the corporation, including shares owned by the corporation. This portion of the real property shall be eligible for any exemption provided in this section if the member meets all requirements for the exemption. Any exemption so provided shall reduce the taxable valuation of the real property owned by the cooperative corporation, and the reduction in taxes realized by this exemption shall be credited by the cooperative corporation against the amount of the taxes otherwise payable by or chargeable to the member. Nothing in this subsection shall be construed to affect the tax status of any manufactured home or mobile home under this chapter, but this subsection shall apply to the land on which the manufactured home or mobile home is located if all other requirements of this clause are met. This subsection shall take effect in a city or town upon its acceptance by the city or town.

**Section 4.** (a) Upon acceptance of sections 3 to 7, inclusive, and upon the assessors' warrant to the tax collector, the **accepted surcharge shall be imposed.**

(b) After receipt of the warrant, the tax collector shall collect the surcharge in the amount and according to the computation specified in the warrant and shall pay the amounts so collected, quarterly or semi-annually, according to the schedule for collection of property taxes for the tax on real property, to the city's or town's treasurer. The tax collector shall cause appropriate books and accounts to be kept with respect to such surcharge, which shall be subject to public examination upon reasonable request from time to time.

(c) The remedies provided by chapter 60 for the collection of taxes upon real estate shall apply to the surcharge on real property pursuant to this chapter.

**Section 5.** (a) A city or town that accepts sections 3 to 7, inclusive, shall establish by ordinance or by-law a **community preservation committee**. The committee shall consist of not less than five nor more than nine members. The **ordinance or by-law** shall determine the composition of the committee, the length of its term and the method of selecting its members, whether by election or appointment or by a combination thereof. The **committee shall include**, but not be limited to, one member of the conservation commission established under section 8C of chapter 40 as designated by the commission, one member of the historical commission established under section 8D of said chapter 40 as designated by the commission, one member of the planning board established under section 81A of chapter 41 as designated by the board, one member of the board of park commissioners established under section 2 of chapter 45 as designated by the board and one member of the housing authority established under section 3 of chapter 121B as designated by the authority, or persons, as determined by the ordinance or by-law, acting in the capacity of or performing like duties of the commissions, board or authority if they have not been established in the city or town. **If there are no persons acting in the capacity of or performing like duties** of any such commission, board or authority, the ordinance or by-law shall designate those persons.

(b)(1) The **community preservation committee shall study** the needs, possibilities and resources of the city or town regarding community preservation. The committee shall consult with existing municipal boards, including the conservation commission, the historical commission, the planning board, the board of park commissioners and the housing authority, or persons acting in those capacities or performing like duties, in conducting such studies. As part of its study, the committee **shall hold one or more public informational hearings** on the needs, possibilities and resources of the city or town regarding community preservation possibilities and resources, notice of which shall be posted publicly and published for each of two weeks preceding a hearing in a newspaper of general circulation in the city or town.

(2) The **community preservation committee shall make recommendations to the legislative** body for the acquisition, creation and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation and preservation of land for recreational use; for the acquisition, creation, preservation and support of community housing; and for the rehabilitation or restoration of open space, land for recreational use and community housing that is acquired or created as provided in this section. With respect to community housing, the community preservation committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites.

(3) The community preservation committee may include in its recommendation to the legislative body a recommendation to **set aside for later spending** funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose or to set aside for later spending funds for general purposes that are consistent with community preservation.

(c) The community preservation committee shall not meet or conduct business without the presence of a **quorum**. A majority of the members of the community preservation committee shall constitute a quorum. The community preservation committee shall approve its actions by majority vote. Recommendations to the legislative body shall include their anticipated costs.

(d) After receiving such recommendations from the community preservation committee, the legislative body shall then take such action and approve such appropriations from the Community Preservation Fund as set forth in section 8, and such additional appropriations as it deems appropriate to carry out the recommendations of the community preservation committee.

(e) For the purposes of community preservation and upon the recommendation of the community preservation committee, a city or town may take by eminent domain under chapter 79, the fee or any lesser interest in real property or waters located in such city or town if such taking has first been approved by a two-thirds vote of the legislative body. Upon a like recommendation and vote, a city or town may expend monies in the Community Preservation Fund, if any, for the purpose of paying, in whole or in part, any damages for which a city or town may be liable by reason of a taking for the purposes of community preservation.

(f) Section 16 of chapter 30B shall not apply to the acquisition by a city or town, of real property or an interest therein, as authorized by this chapter for the purposes of community preservation and upon recommendation of the community preservation committee, and notwithstanding the provisions of section 14 of chapter 40, for purposes of this chapter, no such real property, or interest therein, shall be acquired by any city or town for a price exceeding the value of the property as determined by such city or town through procedures customarily accepted by the appraising profession as valid.

A city or town may appropriate money in any year from the Community Preservation Fund to an affordable housing trust fund.

**Section 6.** In every fiscal year and upon the recommendation of the community preservation committee, the **legislative body shall spend, or set aside for later spending, not less than 10** per cent of the annual revenues in the Community Preservation Fund for open space, but not including land for recreational use, not less than 10 per cent of the annual revenues for historic resources and not less than 10 per cent of the annual revenues for community housing. In each fiscal year, the legislative body shall make such appropriations from the Community Preservation Fund as it deems necessary for the administrative and operating expenses of the community preservation committee, but the appropriations shall not exceed 5 per cent of the annual revenues in the Community Preservation Fund. Funds that are set aside shall be held in the Community Preservation Fund and spent in that year or later years, but funds set aside for a specific purpose shall be spent only for the specific purpose. Any funds set aside may be expended in any city or town in the commonwealth. **The community preservation funds shall not replace existing operating funds, only augment them.**

**Section 7.** Notwithstanding the provisions of section 53 of chapter 44 or any other general or special law to the contrary, a city or town that accepts sections 3 to 7, inclusive, shall establish a separate account to be known as the **Community Preservation Fund** of which the municipal treasurer shall be the custodian. The authority to approve expenditures from the fund shall be

limited to the legislative body and the municipal treasurer shall pay such expenses in accordance with chapter 41.

The **following monies shall be deposited in the fund**: (a) all funds collected from the real property surcharge or bond proceeds in anticipation of revenue pursuant to sections 4 and 11; (b) all funds received from the commonwealth or any other source for such purposes; and (c) proceeds from the disposal of real property acquired with funds from the Community Preservation Fund. The treasurer may deposit or invest the proceeds of the fund in savings banks, trust companies incorporated under the laws of the commonwealth, banking companies incorporated under the laws of the commonwealth which are members of the Federal Deposit Insurance Corporation or national banks, or may invest the proceeds in paid up shares and accounts of and in co-operative banks or in shares of savings and loan associations or in shares of federal savings and loan associations doing business in the commonwealth or in the manner authorized by section 54 of chapter 44, and any income therefrom shall be credited to the fund. The expenditure of revenues from the fund shall be limited to implementing the recommendations of the community preservation committee and providing administrative and operating expenses to the committee.

**Section 8.** (a) The **fees of the registers of deeds**, except as otherwise provided, to be paid when the instrument is left for recording, filing or deposit shall be subject to a surcharge of \$20. The fees for so recording, filing or depositing a municipal lien certificate shall be subject to a surcharge of \$10. The surcharges shall be imposed for the purposes of community preservation. No surcharge shall apply to a declaration of homestead under chapter 188. No surcharge shall apply to the fees charged for additional pages, photostatic copies, abstract cards, additional square feet for the filing and recording of plans or for additional or required marginal references.

(b) The fees of the assistant recorder, except as otherwise provided, to be paid when the instrument is left for registering, filing or entering with respect to registered land shall be subject to a surcharge of \$20. The fees for so registering, filing or entering a municipal lien certificate shall be subject to a surcharge of \$10. The surcharges shall be imposed for the purposes of community preservation. No surcharge shall apply to a declaration of homestead of chapter 188. No surcharge shall apply to the fees charged for additional lots shown on plans, for indexing instruments recorded while a petition for registering is pending, for additional certificates of sewer assessments, for old age assistance liens, for duplicates and for photocopies.

(c) All surcharges on fees collected pursuant to this section shall be forwarded to the Massachusetts Community Preservation Trust Fund, established in section 9.

**Section 9.** (a) There shall be established and set up on the books of the commonwealth a separate fund, to be known as the **Massachusetts Community Preservation Trust Fund**, for the benefit of cities and towns that have accepted sections 3 to 7, inclusive, and pursuant to said sections 3 to 7, inclusive, have imposed a surcharge on their real property tax levy, subject to any exemptions adopted by a municipality. The fund shall consist of all revenues received by the commonwealth: (1) under the provisions of section 8; (2) from public and private sources as gifts, grants and donations to further community preservation programs; (3) from damages, penalties, costs or interest received on account of litigation or settlement thereof for a violation

of section 15; or (4) all other monies credited to or transferred to from any other fund or source pursuant to law.

(b) The state treasurer shall deposit the fund in accordance with the provisions of section 10 in such manner as will secure the highest interest rate available consistent with the safety of the fund and with the requirement that all amounts on deposit be available for withdrawal without penalty for such withdrawal at any time. All interest accrued and earnings shall be deposited into the fund. The fund shall be expended solely for the administration and implementation of this chapter. **Any unexpended balances shall be redeposited for future use consistent with the provisions of this chapter.**

(c) The state treasurer shall make all disbursements and expenditures from the fund without further appropriation, as directed by the commissioner of revenue in accordance with said section 10. The department of revenue shall report by source all amounts credited to said fund and all expenditures from said fund. The commissioner of revenue shall assign personnel of the department as it may need to administer and manage the fund disbursements and any expense incurred by the department shall be deemed an operating and administrative expense of the program. The **operating and administrative expenses shall not exceed 5 per cent** of the annual total revenue received under the provisions of said section 10.

**Section 10.** (a) The **commissioner of revenue shall annually on October 15 disburse monies from the fund** established in section 10 to cities and towns that have accepted sections 3 to 7, inclusive, and notified the commissioner of their acceptance. The community shall notify the commissioner of the date and terms on which the voters accepted said sections 3 to 7, inclusive. The municipal tax collecting authority shall certify to the commissioner the amount the municipality has raised through June 30 by imposing a surcharge on its real property levy and shall certify the percentage of the surcharge applied.

(b) The commissioner shall multiply the amount in the fund by 80 per cent. This amount distributed in the **first round distribution** shall be known as the match distribution. The first round total shall be distributed to each city or town accepting said sections 3 to 7, inclusive, in an amount not less than 5 per cent but not greater than 100 per cent of the total amount raised by the additional surcharge on real property by each city or town. The percentage shall be the same for each city and town and shall be determined by the commissioner annually in a manner that distributes the maximum amount available to each participating city or town.

(c) The commissioner shall further divide the remaining 20 per cent of the fund in a **second round distribution**, known as the equity distribution. The commissioner shall determine the equity distribution in several steps. The first step shall be to divide the remaining 20 per cent of the fund by the number of cities and towns that have accepted said sections 3 to 7, inclusive. This dividend shall be known as the base figure for equity distribution. This base figure shall be determined solely for purposes of performing the calculation for equity distribution and shall not be added to the amount received by a participant.

(d) Each city and town in the commonwealth shall be assigned a community preservation rank for purposes of the equity distribution. The commissioner shall determine each community's rank by first determining the municipality's equalized property valuation per capita ranking, ranking

municipalities from highest to lowest valuation. The commissioner shall also determine the population of each municipality and rank each from largest to smallest in population. The commissioner shall add each equalized property valuation rank and population rank, and divide the sum by two. The dividend is the community preservation raw score for that municipality.

(e) The commissioner shall then order each municipality by CP raw score, from the lowest raw score to the highest raw score. This order shall be the CP rank for each municipality. If more than one municipality has the same CP raw score, the municipality with the higher equalized valuation rank shall receive the higher CP rank.

(f) After determining the CP rank for each municipality in the commonwealth, the commissioner shall divide all municipalities into deciles according to their CP ranking, with approximately the same number of municipalities in each decile, and with the municipalities with the highest CP rank shall be placed in the lowest decile category, starting with decile 10. Percentages shall be assigned to each decile as follows:

decile 1	140 per cent of the base figure
decile 2	130 per cent of the base figure
decile 3	120 per cent of the base figure
decile 4	110 per cent of the base figure
decile 5	100 per cent of the base figure
decile 6	90 per cent of the base figure
decile 7	80 per cent of the base figure
decile 8	70 per cent of the base figure
decile 9	60 per cent of the base figure
decile 10	50 per cent of the base figure

After assigning each municipality to a decile according to their CP rank, the commissioner shall multiply the percentage assigned to that decile by the base figure to determine the second round equity distribution for each participant.

(f) Notwithstanding any other provision of this section, the total state contribution for each city or town shall not exceed the amount raised by the municipality's surcharge on its real property levy.

(g) When there are monies remaining in the trust fund after the first and second round distributions, and any necessary administrative expenses have been paid in accordance with section 6, the commissioner may conduct a **third round surplus distribution**. Any remaining surplus in the fund may be distributed by dividing the amount of the surplus by the number of cities and towns that have accepted this chapter. The resulting dividend shall be the surplus base figure. The commissioner shall then use the decile categories and percentages as defined in this section to determine a surplus equity distribution for each participant.

(h) The commissioner shall determine each participant's total state grant by adding the amount received in the first round distribution with the amounts received in any later round or rounds of distributions, with the exception of a city or town that has already received a grant equal to 100 per cent of the amount the community raised by its surcharge on its real property levy.

**(1) Only those cities and towns that adopt the maximum surcharge allowed by this chapter shall be eligible to receive additional state monies through the equity and surplus distributions.**

(2) If less than 10 per cent of the cities and towns in the commonwealth have accepted sections 3 to 7, inclusive, and imposed and collected a surcharge on their real property levy, the commissioner may calculate the state grant with only one round of distributions, or in any other equitable manner.

(j) After distributing the trust fund in accordance with this section, the commissioner may keep any remaining funds in the trust for distribution in the following year.

**Section 11.** A city or town that accepts sections 3 to 7, inclusive, may issue, from time to time, **general obligation bonds** or notes in anticipation of revenues to be raised pursuant to section 3, the proceeds of which shall be deposited in the Community Preservation Fund. Bonds or notes so issued may be at such rates of interest as shall be necessary and shall be repaid as soon after such revenues are collected as is expedient. Cities or towns that choose to issue bonds pursuant to this section shall make every effort to limit the administrative costs of issuing such bonds by cooperating among each other using methods including, but not limited to, common issuance of bonds or common retention of bond counsel. Except as otherwise provided in this chapter, bonds or notes issued pursuant to this section shall be subject to the applicable provisions of chapter 44. The maturities of each issue of bonds or notes issued under this chapter may be arranged so that for each issue the amounts payable in the several years for principal and interest combined shall be as nearly equal as practicable in the opinion of the officers authorized to issue bonds or notes or, in the alternative, in accordance with a schedule providing for a more rapid amortization of principal.

**Section 12.** (a) A **real property interest** that is purchased with monies from the Community Preservation Fund shall be bound by a **permanent deed restriction** that meets the requirements of chapter 184, limiting the use of the interest to the purpose for which it was acquired. The deed restriction shall **run with the land and shall be enforceable** by the city or town or the commonwealth. The deed restriction may also run to the benefit of a nonprofit, charitable corporation or foundation selected by the city or town with the right to enforce the restriction.

(b) **Real property interests** acquired under this chapter shall be owned and managed by the city or town, but the legislative body may delegate management of such property to the conservation commission, the historical commission, the board of park commissioners or the housing authority, or, in the case of interests to acquire sites for future wellhead development by a water district, a water supply district or a fire district. The legislative body **may also delegate** management of such property to a nonprofit organization created under chapter 180 or chapter 203.

**Section 13.** The **community preservation committee shall keep a full and accurate account** of all of its actions, including its recommendations and the action taken on them and records of all appropriations or expenditures made from the Community Preservation Fund. The committee shall also keep records of any real property interests acquired, disposed of or improved by the city or town upon its recommendation, including the names and addresses of the grantors or grantees and the nature of the consideration. The records and accounts shall be public records.

**Section 14.** Notwithstanding the provisions of any general or special law to the contrary, every city and town may accept sections 3 to 7, inclusive, and may thereupon **receive state grants** under section 10. A city or town that accepts said sections 3 to 7, inclusive, shall not be precluded from participating in state grant programs.

State grant programs may include local adoption of this chapter among the criteria for selection of grant recipients. Funds in the Community Preservation Fund may be made available and used by the city or town as the **local share for state or federal grants** upon recommendation of the community preservation committee and the legislative body, as provided for in section 5, if such grants and such local share are used in a manner consistent with the recommendations of the community preservation committee.

**Section 15.** (a) A person who, without permission, knowingly carries away or steals, mutilates, destroys, **damages**, causes to be damaged or cuts any tree, shrub, grass or any other portion of real property purchased by a city or town with funds derived from this chapter shall be liable to the city or town in tort for such actions.

(b) Damages, including punitive damages for willful or wanton violation of this chapter or any rule or regulation issued or adopted hereunder, may be recovered in a civil action brought by the city or town or, upon request of the city or town, by the attorney general. The city or town or, upon request of the city or town, the attorney general, may bring an action for injunctive relief against any person violating this chapter or any rule or regulation issued hereunder. The superior court shall have jurisdiction to enjoin violations, to award damages and to grant such further relief as it may deem appropriate.

(c) Any damages, penalties, costs or interest thereon recovered pursuant to this section shall be deposited into the Community Preservation Fund of the city or town in which the violation occurred.

**Section 16.** (a) At any time after imposition of the surcharge, the legislative body may approve and the voters may accept an **amendment to the amount and computation of the surcharge**, or to the amount of exemption or **exemptions**, in the same manner and within the limitations set forth in this chapter.

(b) At any time after the expiration of five years after the date on which sections 3 to 7, inclusive, have been accepted in a city or town, said sections **may be revoked** in the same manner as they were accepted by such city or town, but the surcharge imposed under section 3 shall remain in effect in any such city or town, with respect to unpaid taxes on past transactions and with respect to taxes due on future transactions, until all contractual obligations incurred by the city or town prior to such termination shall have been fully discharged.

**Section 17.** The commissioner of revenue shall have the authority to promulgate rules and regulations to effect the purposes of this chapter.

**SECTION 2.** Section 38 of chapter 262 of the General Laws, as appearing in the 1998 Official Edition, is hereby amended by adding the following paragraph:-

The fees of the registers of deeds, except as otherwise provided, to be paid when the instrument is left for recording, filing or deposit shall be subject to a surcharge under section 8 of chapter 44B.

**SECTION 3.** Section 39 of said chapter 262, as so appearing, is hereby amended by adding the following paragraph:-The fees of the assistant recorder, except as otherwise provided, to be paid when the instrument is left for registering, filing or entering with respect to registered land shall be subject to a surcharge under section 8 of chapter 44B.

Approved September 14, 2000.

**Appendix B**

**TRURO GENERAL BYLAW  
CHAPTER VII**

**(April 2010)**

## CHAPTER VII COMMUNITY PRESERVATION COMMITTEE

### Section 1 CREATION OF THE COMMUNITY PRESERVATION COMMITTEE

#### (a) Purpose

There is hereby established a Community Preservation Committee (hereafter CPC) consisting of nine voting members pursuant to the Provisions of G.L. c.44B, sec. 5, including its definitions. The CPC shall study the needs, possibilities and resources of the Town regarding the acquisition, creation and preservation of open space, for the acquisition and preservation of historic resources, for the acquisition, creation, preservation of land for recreational use, for the creation, preservation and support of community housing and for rehabilitation or restoration of such open space, historic resources, land for recreational use and community housing that is acquired or created as provided in this section. (4/08)

#### (b) Membership of the CPC

The composition of the CPC, the appointing authority and the term of office for the committee members shall be as follows: one member of the Conservation Commission, as designated by said Commission; one member of the Historical Commission, as designated by said Commission; one member of the Housing Authority, as designated by said Authority; one member of the Open Space Committee, as designated by said Committee; one member of the Planning Board as designated by said Board; one member of the Recreation Commission, as designated by said Commission; and three members at large, to be appointed by the Board of Selectmen. (4/08)

Each member of the Committee shall serve for a term of three years, or until the person no longer serves in the position or on the board or committee as set forth above, whichever is earlier. Vacancies on this Committee shall be filed by the corresponding appointing authority. Should any of the boards, commissions, or committees who have appointing authority under this by-law be no longer in existence for whatever reason, the Board of Selectmen shall appoint suitable person(s) to serve in their place(s).

#### (c) Responsibilities

The CPC shall consult with existing municipal boards, including the Conservation Commission, the Historical Commission, the Housing Authority, the Open Space Committee, the Planning Board, the Recreation Commission, and the Local Comprehensive Plan Committee or persons acting in those capacities or performing like duties, in conducting its studies. As part of its study, the CPC shall hold one annual public informational hearing, or more at its discretion, on the needs, possibilities and resources of the Town regarding community preservation possibilities and resources, notice of which shall be posted publicly and published for each of two weeks preceding a hearing in a newspaper of general circulation in the Town.

When necessary, the CPC will be responsible for interpreting the CPA (and related regulations), and for ensuring that it is properly and legally implemented in Truro. The CPC may consult with the Board of Selectmen in this regard.

## **Section 2 ADMINISTRATION**

(a) Proposals for consideration by the CPC may be submitted at any time, by any regularly-constituted town committee or any group of ten (10) or more citizens, but no later than November 1 of the calendar year, said proposals to be submitted in writing and signed by a quorum of the members.

(b) In every fiscal year, the CPC must recommend that the Annual or special Town Meeting either spend, or set aside for later spending, not less than 10% of the annual revenues in the Community Preservation Fund for open space (not including land for recreational use); not less than 10% of the annual revenues in the Community Preservation Fund for historic resources; and not less than 10% of the annual revenues in the Community Preservation Fund for community housing. (4/06)

With respect to community housing, the CPC shall recommend, wherever possible, the reuse of existing buildings, or construction of new buildings, on previously developed sites.

The CPC may include in its recommendation(s) to the Annual or special Town Meeting a recommendation to set aside, for later spending, funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the community Preservation Fund to accomplish that specific purpose, or to set aside, for later spending, funds for general purposes that are consistent with community preservation. (4/06)

The CPC allocation recommendation to the Annual or special Town Meeting must account for 100% of all annual revenues and revenues previously set aside, and shall be in the form of an Article in the Warrant, for Town Meeting consideration. (4/06)

(c) For those committees receiving community preservation funds, these funds shall only augment them, not replace existing operating funds. No single purpose shall dominate over a long period of time, i.e. not to exceed five years.

(d) Prior to the Annual Town Meeting and after receiving recommendation(s) from the CPC (by February 1), the Board of Selectmen and the Finance Committee shall each meet at a regularly-scheduled meeting to deliberate and vote on them, and shall provide their committee recommendation(s) within the CPC Article(s) in the Warrant.

## **Section 3 REQUIREMENT FOR A QUORUM AND COST ESTIMATES**

The CPC shall comply with the provisions of the Open Meeting Law, G.L. c. 39, sec. 23B and the Truro Town Charter. The Committee shall not meet or conduct business without the presence of a majority of the members of the CPC. The CPC shall approve its actions by majority vote of those present.

Recommendations to the Annual or special Town Meeting shall include the committee's anticipated administrative and operating costs, not to exceed five percent (5%) of the annual revenues in the Community Preservation fund. (4/06)

**Section 4 AMENDMENTS**

This by-law may be amended from time to time by a majority vote of the Town Meeting, consistent with the provisions of G.L. c.44B.

**Section 5 SEVERABILITY**

In case any section, paragraph or party of this by-law is for any reason declared invalid or unconstitutional by any court, every other section, paragraph or part shall continue in full force and effect.

**Section 6 WHEN EFFECTIVE**

Provided that the Community Preservation Act, MGL c. 44B, is accepted at the 2005 Annual Town election, this section shall take effect upon approval by the Attorney General of the Commonwealth and after all requirements of MGL. C. 40, sec. 32 have been met. Each appointing authority shall have thirty (30) days after the effective date to make its appointments.

**Appendix C**

**APPLICATION PROCESS**

## **THE TRURO COMMUNITY PRESERVATION ACT FUNDING PROCESS**

The Community Preservation committee invites funding applications for the annual funding round for Community Preservation Act funds expected to become available by July 1 of the following year. It is the responsibility of the committee to review all applications and to make recommendations as to which, if any, of these applications should be funded. The Committee brings its recommendations to the Annual or a Special town Meeting in April of each year. Prior thereto the process outlined in this application must be followed for any applicant wishing to be considered for Community Preservation Act Funds.

### **Step 1. Submit Completed Applications by November 1**

Any Town Committee, group of ten taxpayers, non-profit or for profit organization can apply for Community Preservation Act funds for specific projects. Applications must be received by November 1 in order to be eligible for consideration at the Annual Town Meeting the following April. Applications for CPA funding must be submitted to:

Community Preservation Committee  
Truro Town Hall  
P.O. Box 2030  
Truro, MA 02666

### **Step 2. Community Preservation Review and Public Comment**

A. Application Review: The Community Preservation Committee will review submitted applications to determine whether the proposed projects:

1. Are eligible for Community Preservation funding; and
2. Are sufficiently developed in terms of work plan and proposed timing to merit further consideration; and
3. Are consistent with the goals of the Truro Local Comprehensive Plan as adopted in April 2005; and
4. Are signed by project proponents and/or property owners; and
5. Are consistent with the criteria herein.

B. Meetings: The Committee encourages applicants to meet with the Committee or its representatives to discuss their applications, and may require that further or additional information be submitted to the Committee. Applications may be revised or modified as a result of such meeting and discussion.

C. Publication: The Committee will publish a list of those projects applying for funding, with a brief description of each proposed project on or before December 15 of each year.

D. Public Hearing: The committee will seek public comment on proposed projects as a duly-noticed hearing to be held in January. The Committee may also vote on the applications at a CPC meeting or at the public hearing.

E. Notification: The Committee will notify applicants of its decisions concerning project applications and will submit its recommendations for funding to the Board of Selectmen on or before February 15. The Committee chair and/or vice chair will make every effort to meet with the Board of Selectmen and the Finance committee to describe the projects to be presented to Town Meeting before the Warrant is printed.

F. Committee Recommendations: The Committee will make its final recommendations for funding in the form of one or more warrant articles to be voted on at the annual Town Meeting. The Committee may recommend a project as proposed by the applicant, or may modify the project, or it may recommend partial funding or funding for only a portion or phase of the proposed project. The committee may decide not to recommend a project. The Committee's recommendations to Town Meeting may include detailed specifications and conditions, and other limitations or additional requirements as the Committee deems appropriate to ensure CPA compliance and project performance.

### **Step 3. Town Meeting Vote**

The Committee will present its recommendations to an Annual or Special Town Meeting for discussion and vote. Town Meeting has the final authority to appropriate funds from Truro's Community Preservation Act Fund. A simple majority vote is required to approve funding. A two-thirds vote is required for borrowing.

### **Step 4. Project Execution**

Funding for approved projects will be available following town Meeting. CPA moies are public funds raised from dedicated Truro tax revenues and from matching funds from the Commonwealth to the Town.. Therefore, projects financed with CPA funds must comply with all applicable State and municipal requirements, including the State procurement law, which requires special procedures for the selection of products, vendors, services and consultants.1

All CPA funds are administered and disbursed by the Town of Truro, and project management, oversight, execution, and financial control will be under the control of the Board of Selectmen or their designee. All bid documents or requests for proposals must be approved by the Board of Selectmen before publication. All purchases of goods and services require a Torn of Truro purchase order issued by the Board of Selectmen or their designee. Final decisions regarding the selection of goods and services are the responsibility of the Board of Selectmen. All contractual agreements with vendors or service providers must be approved and signed by the Board of Selectmen. Payments are made only after the receipt of goods or services. The Board may approve partial payments for partially completed service as may be specified in a Town-approved service contract or on a case by case basis at the Board's discretion.

General questions concerning the application process should be directed to Mary Rogers, Administrative Liaison who is available at ([mary.rogers@wellfleet-ma.gov](mailto:mary.rogers@wellfleet-ma.gov)) and at Truro Town Hall on Thursday afternoons from 2 to 4. For questions about procurements and other financial requirements and procedures please contact the Chief Procurement Officer at Town Hall at 508-349-7004.

If you wish to discuss a particular project or formulating of a project or application, or wish to meet with the CPC committee, contact either of the Co-chairs, Deborah L. McCutcheon at [dlmcc@ix.netcom.com](mailto:dlmcc@ix.netcom.com), or Mary Rose at [maryho47.2@comcast.net](mailto:maryho47.2@comcast.net)

The Committee may request project status updates from Fund recipients. The purpose of such updates is to ensure compliance with the CPA and to aid the Committee in refining our Community Preservation Act implementation and plan and to identify issues that may assist future applicants.

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<sup>1</sup> For example: Purchases over \$5,000 require the solicitation of at least three quotes. Purchases over \$25,000 require the publication of “invitations for bids” or “requests for proposals.” Contracts for goods and services must be awarded to the lowest qualified applicant with a project application. Project purchases cannot be split to avoid the State procurement laws.

## **REVIEW AND RECOMMENDATION CRITERIA**

It is the responsibility of the Committee to review all projects proposed for funding through the CPA fund and to make recommendations to Town Meeting as to which, if any, of the proposed projects should be funded. In order to be considered eligible for review by the committee, a project must at a minimum meet the statutory requirements of the CPA.

A project submitted to and deemed eligible for consideration by the Committee will be evaluated in relation to the following "Review and Recommendation Criteria." Recommendations for funding will be based on how well the individual projects meet these criteria, recognizing that all criteria may not apply to every project. The Committee will also give due consideration to the urgency of the project, with particular consideration given to those projects whose successful implementation is constrained by scheduling factors not controlled by the applicant.

- The project is consistent with the goals for the town of Truro Local Comprehensive Plan, as approved at Town Meeting.
- The project is economically and otherwise reasonably feasible to implement.
- The project serves multiple needs and populations and/or addresses more than one focus area of the CPA.
- The project leverages additional or multiple sources of public and/or private funding.
- The project utilizes preserves, protects or enhances currently Town-owned open space, recreation, historic and/or housing assets.
- The project is consistent with recent Town Meeting actions.
- The applicant/applicant team has successfully implemented projects of similar type and scale, or has demonstrated the ability and competency to implement the project as proposed.
- The applicant has site control, or the written consent by the property owner to submit the application.

## PROJECT APPLICATION FORM

**Applicant:** \_\_\_\_\_ **Submission Date :** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Purpose:** (Select all that apply)

\_\_\_\_\_  **Open Space**

\_\_\_\_\_  **Affordable Housing**

**Telephone:** \_\_\_\_\_  **Historic Preservation**

**E-mail:** \_\_\_\_\_  **Recreation**

**Town Committee**  
(if applicable): \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Project Location/Address:** \_\_\_\_\_

**Amount Requested: \$**

**Project Summary:** In the space below, provide a brief summary of the project.

**Estimated Date for Commencement of Project:** \_\_\_\_\_

**Estimated Date for Completion of Project:** \_\_\_\_\_

## APPLICATION INSTRUCTIONS AND REQUIRED ATTACHMENTS

**Submit 10 copies of the application (including all attachments).**

**Attach the following with all applications:**

- **Narrative**: A complete and detailed description of the project and, when applicable of the property involved and its proposed use. Describe how the project will benefit the Town and the citizens of Truro and how the project is consistent with the Community Preservation Plan's "guidelines for submission" and "Review and Recommendation Criteria": Include a work plan showing the anticipated steps or phases for completion of the project and the timing and estimated cost of each phase.
- **Site Control**: A copy of the deed, purchase and sale agreement, option agreement, or other document to prove that the applicant has site control; or the property owner(s) written consent to the application and to the proposed project. If site control is not established, please explain in detail.
- **Project Scope**: An itemized project scope, with details describing each item and its estimated cost.
- **Cost Estimate**: Applications must include detailed cost estimate with full explanation by line item and back-up material.
- **Feasibility**: List and explain all further actions or steps that will be required for completion of the project, such as environmental assessments, zoning or other permits and approvals, agreement on terms of any required conservation, affordability, or historic preservation restrictions, subordination agreements, and any known or potential barriers or impediments to project implementation.
- **Maps**: Assessor's map showing location of the project and site plan, with detail, if applicable.
- **Photographs** of the site, building, structure or other subject for which the application is made.

**Include the following, if applicable and available:**

- Record plans of the land.
- Natural resource limitations (wetlands, flood plain, etc.)
- Zoning (district, dimensional and use regulations as applies to the land)
- Inspection reports.
- 21E reports and other environmental assessment reports.
- Architectural plans and specifications for new construction and rehabilitation.
- Site plans and specifications.
- Maps, renderings, etc.
- Historic inventory sheet

**Appendix D  
Grant Implementation**

**1. PROCEDURES**

## D-1

### **Truro CPC - Procedures for Implementation of CPC Grants**

1. After project is accepted and approved by town meeting, the CPC shall assign two members of the CPC to monitor progress and to review and authorize payment of funds under the grant. In the absence of the assigned monitors, either of the co-chairs can undertake review and may authorize funds. No non-members of the CPC shall have authority to request that the Town Accountant disburse CPC funds to implement any grant.
2. Following the assignment of CPC contact members, an award letter and grant agreement shall be prepared and provided to the project proponents (see sample, attached).
3. No disbursement of funds shall be authorized until the grant agreement has been executed by the recipient and the requisite town officials and a copy of the executed agreement has been provided to the CPC. In addition, if a deed restriction or lien is to be imposed, the recipient shall provide proof of recording in the Registry of Deeds prior to disbursement of any funds, unless this requirement is waived or temporarily excused by the CPC or the project monitors..
4. Once the requisite documents have been executed and, if necessary, recorded, either of the two assigned members may authorize disbursement of funds. The member shall be responsible to ensure that the request for disbursement is properly documented and that the disbursement requested is for services or materials authorized under the grant.
5. The CPC will review authorizations and disbursements at least semi-annually, and more frequently should any member of the CPC request. Any questions as to the propriety of any expenditure under a grant shall be referred to the CPC prior to payment.

**Appendix D-2  
Grant Implementation**

**2. SAMPLE AWARD LETTER**

D-2

Mr. J. R. \_\_\_\_\_, President  
Affordable Housing Co.  
P.O. Box 362  
Truro, MA 02666

May 11, 201\_

Re: FY2012 Project Funding – Affordable Housing

Dear President R. \_\_\_\_\_:

Congratulations to Affordable Housing Co., on being a recipient of Community Preservation funds (CPA funds). Your effort and cooperation during this year's project selection process helped secure approval at the Annual Town Meeting of the Community Preservation Committee's (CPC) spending recommendations, including an appropriation of \$275,000.00 for the purchase of a buildable lot by AH for the construction of affordable housing.

The Truro CPC requires that the enclosed Grant Agreement be fully executed by your organization and by the Town before the project can begin implementation. In addition, an affordable housing deed restriction, in a form acceptable to the CPC, must be recorded at the time of purchase of the lot by AH. Once the Grant Agreement and Deed restriction have been fully executed, implementation of your project can begin and need not wait until the start of Fiscal Year 20\_\_, as the appropriation was made from CPC's undesignated fund balance. Maureen Cronin and Mary Rose, members of the Community Preservation Committee have been assigned to on-going monitoring and implementation of this Project and will be responsible for authorizing disbursement of project funds upon submission of proper documentation by you.

Please contact Deborah L. McCutcheon, chair of the CPC, if you have any questions regarding this grant or its implementation. Thank you for working in partnership with the CPC to make a significant and lasting difference in our town.

Sincerely,

Deborah L. McCutcheon, Chair  
Community Preservation Committee

cc: Board of Selectmen  
Town Administrator  
Town Accountant

**Appendix D-3**

**3. SAMPLE GRANT AGREEMENT**

## **Town of Truro Community Preservation Act Grant Agreement**

This Grant Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the Town of Truro through its Community Preservation Committee (hereinafter “Truro CPC”) with an address of 24 Town Hall Road, P. O. Box 2030, Truro, MA 02666 and Building X and its Preservation Committee (hereinafter “Recipient”) with an address of 75 XYZ Lane, Truro, MA 02666. The purpose of this grant agreement is to implement the following grant award.

Project Name: Preservation of Building X

Project Description: Exterior and structural repairs to Building X, including upgrades of the buildings electrical, fire/smoke detector systems and improvements to access and usability of the building, originally constructed in 1846.

Project Location: 75 XYZ Lane, Truro, MA

Project Sponsor(s) if different from Recipient.

This Grant Award is subject to the following terms and conditions:

1. Award. Subject to the terms of this Agreement, the Town of Truro, acting at Town Meeting on April \_\_\_\_, 2014, approved the appropriation of \$150,000.00, to build
2. Project Application. The Project Application submitted to the Truro CPC, as may be amended by conditions of the CPC upon award, is incorporated into this Grant agreement by reference.
3. Term. The term of this Grant Award is for three (3) years from the date of the Town’s execution of this Grant Agreement (the “Commencement Date.”) All of the work described in this Grant Agreement must be completed no later than three (3) years after the Commencement Date (the Completion Date”), unless the Truro CPC grants an extension for good cause shown.

Funds not utilized for this Project must be released to the Truro CPC and will be made available for future appropriation to other recipients.

Budget: Other Sources of Funding. Prior to the commencement of the Work, the Recipient shall submit a complete project budget that accounts for (1) the expenditure of

all funds awarded under this Grant Agreement: and (2) all other sources of funding, if necessary, to complete the project as described herein.

If the Truro CPC determines that funds have been spent on goods or services not included in the Project Budget or otherwise not authorized under the CPA, the Recipient shall be responsible for repayment of such funds to the Truro CPC.

5. Reports. A construction schedule and list of deliverables will be agreed upon between the Community Preservation Committee representatives to the project and the project proponent at the inception of the project and will be submitted to the Committee and updated quarterly. Every three months until the Completion Date, the Recipient shall provide the Truro CPC with a written update on the progress toward completion of the Work. A Final Report, including digital photo documentation of the Project where appropriate, is due within 30 days after the Completion Date. The Final Report shall be to the satisfaction of the Truro CPC which approval shall not be unreasonably withheld.

All documents including but not limited to photographs, videos, etc. submitted to the Truro CPC shall become the property of the Town of Truro and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.

6. Deed Restrictions. This project will require the execution of a permanent deed restriction for Historic Preservation in the form acceptable to the Mass Historic Commission. Said deed restriction is to be submitted to the Community Preservation Committee for its approval no later than November 1, 2014, by the proponent of the project. The proponent/grant recipient/property owner agrees to the imposition of such a deed restriction in a form acceptable to the CPC.

7. Compliance with Laws and Agreement. Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c 44 B. Recipient also agrees to comply with all the requirements of the Grant Agreement.

8. Permits and Licenses. It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of the Grant.

9. No Liability of Town. By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Recipients agree to indemnify and defend the Town from all claims, suits or demands resulting from implementation of the Project.

10. Community Preservation Act Awareness. Upon completion of the Project, Recipient agrees to post, in an appropriate location, mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Town of Truro's Community Preservation Act in its written materials about the Project, including press releases, brochures, etc.

11. No Assignment. This grant Agreement may not be assigned by Recipient without prior written agreement by the Town of Truro.

12. Additional Conditions. The recipients of this grant have agreed to form a non-profit, charitable corporation for the purpose of raising funds for the restoration of the X Building, and to raise public awareness and use of the facility. The recipients understand and agree that this is a requirement of this grant, and that demonstrable progress toward private fund raising and public support of the project is a prerequisite for further or additional funding from CPA revenues.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the Town of Truro and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of Recipient.

Executed as of the date set forth above:  
X Building  
by its Preservation Committee

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By its President

The Town of Truro

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Truro Community Preservation Committee

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Chair, Truro CPC

Appendix E

**FUNDED PROJECTS**

## CPA Funded Projects

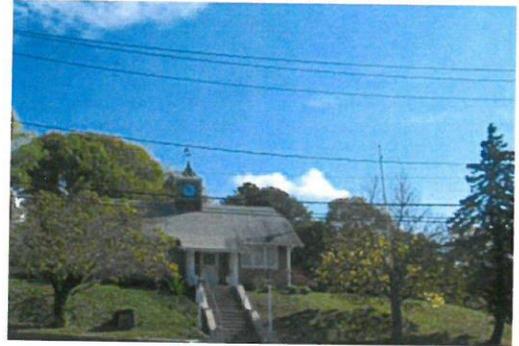
For Fiscal Year 2007

### Cobb Library Restoration (Phase I)

Category	Award
Historic	\$51,000

TM Approval 4/25/06

**Project:** For Phase I of the project, renovating the historic library into a museum archival facility for use by the Truro Historical Society



### Affordable Housing Assessment

Category	Award
Community Housing	\$7,500

TM Approval 4/25/06

**Project:** For affordable housing outreach and an assessment by the Truro Housing Authority

### Truro Affordable Housing Operating Expenses

Category	Award
Community Housing	\$12,000

TM Approval 4/25/06

**Project:** For administrative costs including expenses and attorney fees for the Truro Housing Authority operations

### Snow's Field/ Old Burn Dump Evaluations

Category	Award
Open Space/Recreation	\$15,000

TM Approval 4/25/06

**Project:** For the evaluation of potential recreational and open space uses at Snow's Field and the Old Burn Dump on South Highland Rd.

### Snow's Road Affordable Housing

**Category**                      **Award**  
Community Housing              \$217,960

TM Approval 4/25/06

**Project:** For redevelopment/reconstruction of a donated house for use as affordable housing

### Cobb Library Restoration (Phase II)

**Category**                      **Award**  
Historic                              \$198,346

TM Approval 11/14/06

**Project:** For Phase II of Cobb Library renovation (turning historic library into a museum archival facility)

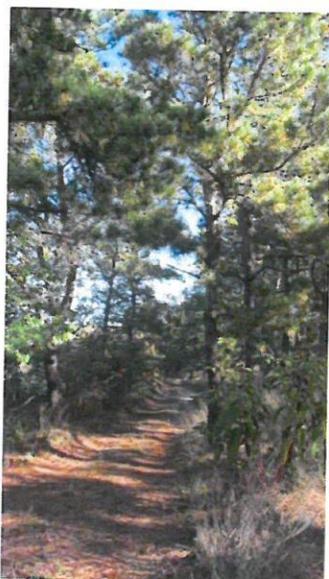


### Open Space & Recreation Plan

**Category**                      **Award**  
Open Space/Recreation              \$10,000

TM Approval 11/14/06

**Project:** For hiring a consultant to assist in development of Open Space and Recreation Plan (required for qualification for certain state grants)



### Poor's Hill Walking Trail

**Category**                      **Award**  
Open Space                              \$10,000

TM Approval 11/14/06

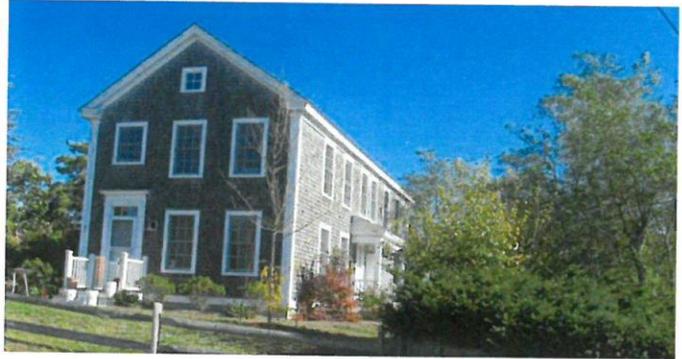
**Project:** For installation of walking trail, parking and signage at Poor's Hill open space. Poor's Hill was purchased under the Land Bank program but paid for with CPA funds

**For Fiscal Year 2008**

**Old Firehouse Site Affordable Housing**

Category Award  
Community Housing \$365,500  
TM Approval 4/24/07

Project: For construction of a duplex unit of affordable rental housing at the Old Firehouse site



**Center for the Arts Barn at Castle Hill**

**Category Award**  
Historic \$50,000

TM Approval 4/24/07

Project: For renovation and restoration of the barn built in the 1800's at the Truro Center for the Arts at Castle Hill. CPA funds are appropriated on condition protecting continued non-profit use of the site

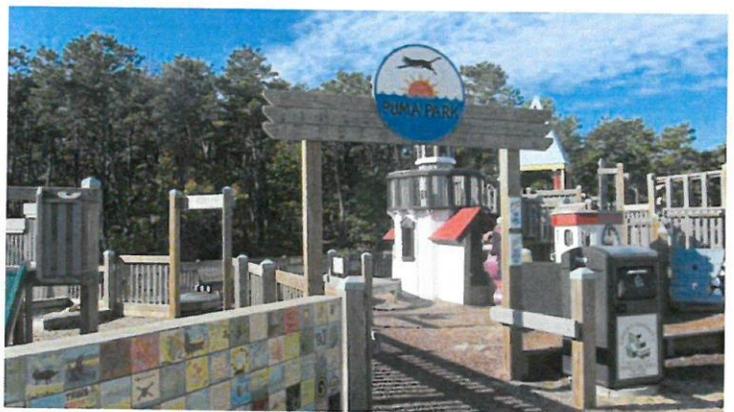


**Community Playground**

**Category Award**  
Recreation \$60,000

TM Approval 4/24/07

To build a community playground now named Puma Park, located outdoors next to the Community Center.



**For Fiscal Year 2009**

**Historical Society Archive at Cobb Library**

<b>Category</b>	<b>Award</b>
Historic	\$51,500

TM Approval 4/29/08

**Project:** Purchase of equipment and supplies for preservation of historical Truro and Cape Cod maps, documents and other artifacts for storage and display at Cobb Library Archive



**First Discovery Affordable Housing (design)**

<b>Category</b>	<b>Award</b>
Community Housing	\$150,000

TM Approval 4/29/08

**Project:** Design and Construction of a duplex affordable rental housing unit (two-bedroom family unit/one bedroom elder/handicapped unit)

**Truro Housing Authority Operating Expenses**

<b>Category</b>	<b>Award</b>
Community Housing	\$12,500

TM Approval 4/29/08

**Project:** For administrative costs including expenses and attorney fees for the Truro Housing Authority operations

**For Fiscal Year 2010**

**First Discovery Affordable Housing**

<b>Category</b>	<b>Award</b>
Community Housing	\$150,000

TM Approval 4/28/09

**Project:** New construction of duplex affordable housing units at 10 First Discovery Road

**For Fiscal Year 2010**

**Truro Historic Society National Historic Places**

<b>Category</b>	<b>Award</b>
Historic	\$40,000

TM Approval 4/28/09

**Project:** Survey and related work to obtain listing on National Register of Historic Places for various cemeteries and historical churches and buildings throughout Truro

**For Fiscal Year 2011**

**Affordable/Donated House**

<b>Category</b>	<b>Award</b>
Community Housing	\$225,000

TM Approval 4/27/10

**Project:** Purchase of a parcel of land to locate a donated house for sale with affordable housing deed restriction as community housing (median income eligibility)

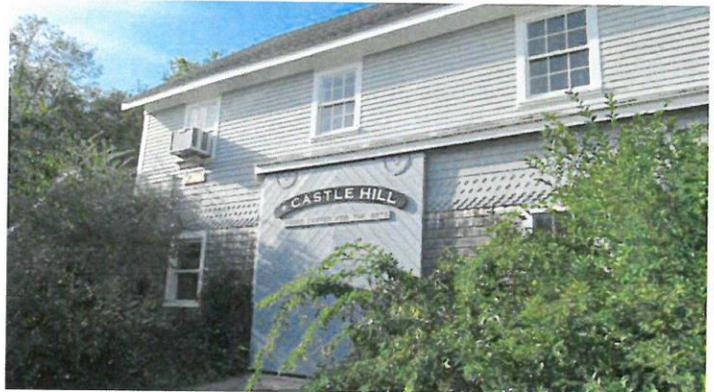
**For Fiscal Year 2012**

**Completion of Snow's Barn**

<b>Category</b>	<b>Award</b>
Historic	\$27,212

TM Approval 4/26/11

**Project:** Completion of renovation to Snow's Barn at Truro Center for the Arts at Castle Hill and upgrade/renovation of electrical services for facility



**Cobb Library Maps -1**

<b>Category</b>	<b>Award</b>
Historic	\$27,275

TM Approval 4/26/11

**Project:** Preserve and restore maps, paintings and artwork



## Construction of Affordable House For Sale

**Category**                      **Award**  
Community Housing              \$180,000

TM Approval 5/8/2013

Project: Purchase of lot for construction of affordable housing unit for sale to family

## For Fiscal Year 2015

### Congregational Meeting House Restoration (Phase 2)

**Category**                      **Award**  
Historic                              \$51,202.50

TM Approval 4/29/14

**Project:** Phase II – Congregational Church restoration, including handicapped access, restoration of windows, engineering assessment of long term issues



### Community Recreation

**Category**                      **Award**  
Recreation                          \$112,000

TM Approval 4/29/14

Project: The Friends of Truro Recreation plan an improved walking trail to the open Space at Snow's Field and a public tennis court in the Community Center area.

## For Fiscal Year 2016

### Congregational Meeting House Restoration (Phase 3)

**Category**                      **Award**  
Historic                              \$264,790

TM Approval 4/28/15

Project: Completion of the restoration of the Congregational Meeting House



### Habitat of Humanity of Cape Cod Land Acquisition

**Category**                      **Award**  
Historic                              \$265,000

TM Approval 4/28/15

Project: Purchase of a buildable lot suitable for Affordable Housing for an income-qualified family.

**Beach Access Mats**

**Category**                      **Award**  
Recreation                      \$22,059

TM Approval 4/28/15

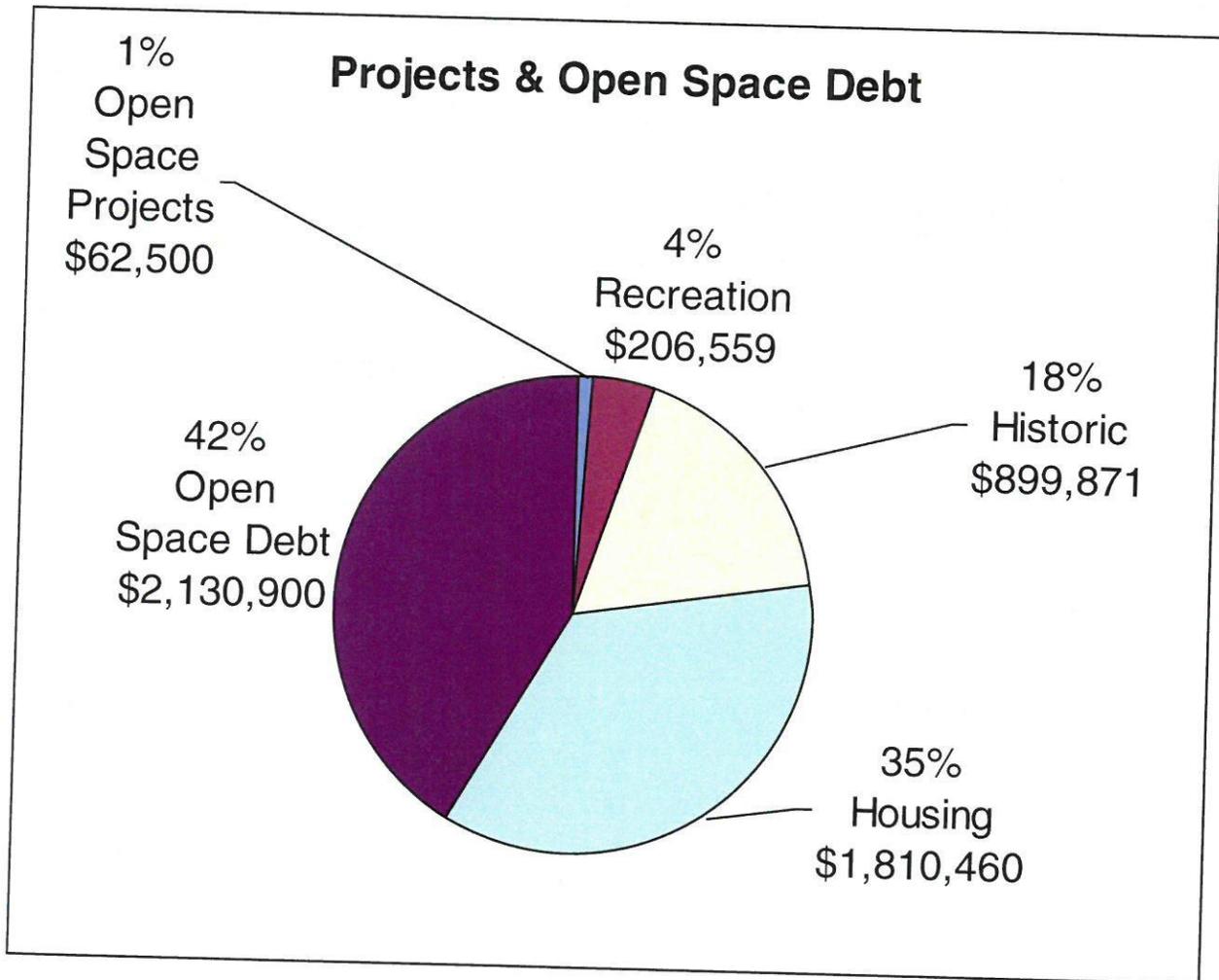
Project: Purchase of not more than six handicap beach access mats for use at Corn Hill Beach and Head of the Meadow Beach.

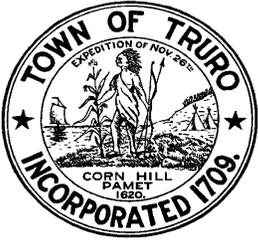
**Participation in Purchase of Two Lots at Edgewood Farm**

**Category**                      **Award**  
Open Space                      \$40,000

TM Approval 4/28/15

Project: Conservation Deed Restriction which prohibits development on the two parcels for walking trails to be created by the Truro Conservation Trust.





# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Assessors Department

**REQUESTOR:** Cathy Fryxell, Deputy Assessor

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Notification of Excess Levy Capacity for Fiscal Year 2016 and Board of Selectmen signature.

**EXPLANATION:** As part of the annual Recapitulation Report (Recap) being certified by the Department of Revenue, the Finance team is required to inform the Board of Selectmen the amount of the current year excess levy capacity. The Board's signature on the LA-5 Gateway Report is required as proof of this notification.

**FINANCIAL SOURCE (IF APPLICABLE):** Revenue source for the Town

**IMPACT IF NOT APPROVED:** Certification by the Department of Revenue and the setting of the FY16 Tax Rate cannot be completed without this notification and the Board signatures. If authority is not granted to the Deputy Assessor to act on the Board of Selectmen's behalf, each individual Board Member will be required to come in person to the Assessing Office in Town Hall to sign electronically on the Department of Revenue's Gateway program.

**SUGGESTED ACTION:** *Motion to grant authority to Deputy Assessor, Cathy Fryxell, to sign the LA-5 (Department of Revenue Gateway) electronic form on behalf of the Board of Selectmen and to authorize the Chair to sign the authorization form.*

**ATTACHMENTS:**

1. LA-5 report
2. Authorization for Board Chairman signature

DEPARTMENT OF REVENUE  
BUREAU OF ACCOUNTS  
CLASSIFICATION TAX ALLOCATION

Agenda Item: 5D1

TRURO

City / Town / District

Fiscal Year : 2016

Return to : Bureau of Accounts, Boston, Springfield, Worcester

1. The selected Residential Factor is ----- 1.000000

If you desire each class to maintain 100% of its full values tax share,  
indicate a residential factor of "1" and go to question 3.

2. In computing your residential factor, was a discount granted to Open Space ?

Yes \_\_\_\_\_ No X

If Yes, what is the percentage discount ? \_\_\_\_\_

3. Was a residential exemption adopted ?

Yes \_\_\_\_\_ No X

If Yes, please complete the following :

Class 1 Total Assessed Value	=	1,964,578,246	X	0	=	
Class 1 Total Parcel Count *		0		Selected Res. Exemption %		Residential Exemption

\* Include all parcels with a Mixed-Use Residential designation

Applicable number of parcels to receive exemption 0

Net value to be exempted 0

4. Was a small commercial exemption adopted ?

Yes \_\_\_\_\_ No X

% Selected 0

If Yes, please complete the following :

No. of parcels eligible 0

Total value of parcels 0

Total value to be exempted \_\_\_\_\_

5. The following information was derived from the LA-7. Please indicate in column D percentages (accurate to 4 digits to the right of the decimal point) which result from your selected residential factor. (If a residential factor of "1" has been selected, you may leave Column D blank.)

A	B	C	D
Class	Certified Full and Fair Cash Value Assessments	Percentage Full Value Shares of Total Tax Levy	New Percentage Shares of Total Tax Levy
Residential	1,964,578,246.00	94.2605 %	94.2605 %
Open Space	0.00	0.0000 %	0.0000 %
Commercial	92,311,024.00	4.4291 %	4.4291 %
Industrial	1,638,300.00	0.0786 %	0.0786 %
Personal Property	25,672,860.00	1.2318 %	1.2318 %
TOTAL	2,084,200,430.00	100.0000 %	100.0000 %

**NOTE : The information is preliminary and is subject to change.**

6. I hereby attest that notice was given to taxpayers that a public hearing on the issue of adopting the tax levy percentages for fiscal year 2016 would be held on (date), (time), at (place), by (describe type of notice).

\_\_\_\_\_  
City/Town/District Clerk

7. We hereby attest that on (date), (time), at (place) a public hearing on the issue of adopting the percentages for fiscal year 2016, that the Board of Assessors presented information and data relevant to making such determination and the fiscal effect of the available alternatives at the hearing and that the percentages set forth above were duly adopted in public session on (date).

8. The LA-5 excess capacity is calculated as 359,696.09  
We have been informed by the Assessors of excess levy capacity of 359,696.09

For cities : City Councilors, Aldermen, Mayor  
For towns : Board of Selectmen  
For districts : Prudential Committee or Commissioners

_____	_____	_____
	(Date)	(Comments)
_____	_____	_____
	(Date)	(Comments)
_____	_____	_____
	(Date)	(Comments)
_____	_____	_____
	(Date)	(Comments)
_____	_____	_____
	(Date)	(Comments)
_____	_____	_____
	(Date)	(Comments)



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24

Fax: 508-349-5505

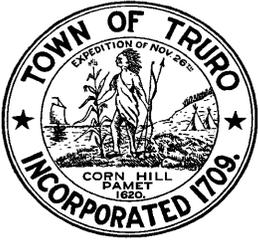
To: Bureau of Accounts  
From: Board of Selectmen  
Date: September 15, 2015  
RE: Authorization to sign electronically

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At the Board of Selectmen meeting held this evening, September 15, 2015, the Board of Selectmen voted to grant Deputy Assessor, Cathy Fryxell signing authority on the LA-5 form on our behalf. The minutes will be forwarded to you when completed.

Thank you,

Paul Wisotzky, Chairman  
Board of Selectmen



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Review and Approval of Municipal Calendar

**EXPLANATION:** On July 14, 2015 you reviewed the draft annual Municipal Calendar which provides deadlines for the Town's budget process, Annual Town Meeting preparation, Annual Town Report preparation dates and key meeting dates leading up to the Annual Town Meeting and Election, and dates of the meetings. As you may recall, the draft schedule for the Annual Town Meeting and Budget Preparation was adjusted to start the process earlier.

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

**IMPACT IF NOT APPROVED:** No guidance regarding dates will be given to Town Employees, Chairs of Boards, Committees, Commissions, Town Moderator and Finance Committee.

**SUGGESTED ACTION:** *MOTION TO approve the 2016 Annual Municipal Calendar.*

**ATTACHMENTS:**

1. Annual Municipal Calendar



Agenda item: 5E1

# TOWN OF TRURO

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

September 15, 2015

To: Board of Selectmen  
Department Heads  
Chairs of Boards, Committees and Commissions  
Town Moderator  
Finance Committee

From: Rae Ann Palmer, Town Administrator

Re: Annual Municipal Calendar for 2016 ATM and Fiscal Year 2017 Budget Preparation

The Board of Selectmen has consented to the following Municipal Calendar for the 2016 Annual Town Meeting and the Fiscal 2017 Budget Preparation. The calendar provides you with the upcoming deadlines for meetings, budget and CIP requirements, Annual Town Report requirements, Town Meeting and Elections. The 2016 Annual Town Meeting will be held on Tuesday, April 26, 2016.

**Sept 29, 2015** Board of Selectmen and Finance Committee preliminary discussion on FY2017 budget and fiscal planning parameters

**Oct 13, 2015** Finalize Board of Selectmen Budget Message

**Oct 14, 2015** Budget Meeting with Department Heads

**Oct 16, 2015** Distribution of budget worksheets

**Oct 20, 2015** Department Heads and Board/Committee/Commission Chairs meeting to discuss the FY2017 Operating Budget and Capital Improvement Plan. 10:00AM - Truro Public Safety Building Training Room

**Nov 1, 2015** CPC deadline for application for possible funding at the 2016 ATM

**Nov 13, 2015** **All budgets and CIP requests must be turned into the Town Administrator and the Town Accountant by noon.**

**Dec 15, 2015** All draft budgets and CIP requests to the Board of Selectmen, including preliminary School budget/CIP

**Jan 12, 2016** Board of Selectmen review of budget and CIP and submit to Finance Committee (*Per Truro Charter – on or before January 15*)

**Jan 22, 2016** **All Annual Town Reports must be submitted electronically** to Nicole Tudor ([ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)) or Noelle Scoullar ([nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov))

**Jan 26, 2016** Board of Selectmen vote to open the Warrant for the 2015 Annual Town Meeting, effective January 27, 2016

**Jan 27, 2016** **Annual Town Meeting Warrant Opens**

**Feb 9, 2016** Draft FY2017 Town and School Budgets, CIP presented to the Board of Selectmen and Finance Committee

**Feb 10, 2016** **Deadline for Money Articles**

**Mar 8, 2016** **Annual Town Meeting Warrant Closes at 4:00pm**

**Mar 8, 2016** FY2016 “final” Budget and CIP and draft Warrant presented to Board of Selectmen for review and approval.

**Mar 22, 2016** **Last day to file nomination papers with the Registrar**

**Mar 25, 2016** Final Board of Selectmen review and approval of warrant and last day for Board of Selectmen letter to voters on FY2016 Budget/CIP, etc., for inclusion in the Town Meeting Warrant

**Mar 25, 2016** Last day for Finance Committee to submit letter to voters on FY2016 Budget/CIP for including in the Town Meeting Warrant

**Mar 31, 2016** **Warrant to the Printer**

**Apr 7, 2016** Last day to object or withdraw nomination papers

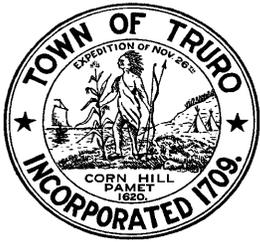
**Apr 12, 2016** **Post Warrant**

**Apr 12, 2016** Pre-Town Meeting and Candidates Night

**Apr 12, 2016** Final date for Finance Committee to hold Public Hearing on the FY2016 Budget

**Apr 26, 2016** **Annual Town Meeting, 6:00 pm Truro Central School**

**May 10, 2016** **Annual Town Election, 7:00 am – 8:00 pm Truro Community Center**



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Rae Ann Palmer, Town Administrator & Charleen Greenhalgh, ATA/ Planner

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** FY 2015 CDBG – Community Development Fund I (CDFI) Grant Contract

**EXPLANATION:** The Town has been awarded a CDBG grant for housing rehabilitation and childcare subsidies. Utilizing the services of Bailey Boyd Associates, Inc. the Town applied for a CDBG grant to rehabilitate sub-standard housing in a specified target area and to provide childcare subsidies in the target area. The target area has been defined and a wait list of clients is in place. Seventeen units of housing will be rehabilitated and up to 50 childcare vouchers will be provided. We have now received the standard contract package between the Department of Housing and Community Development (DHCD) and the Town for this grant award.

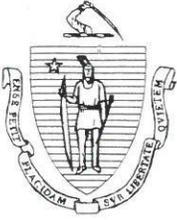
**FINANCIAL SOURCE (IF APPLICABLE):** \$869,780 in CDGB –CDFI Grants.

**IMPACT IF NOT APPROVED:** No reimbursable expenses may be incurred under this contract until it is fully executed by the Town and DHCD.

**SUGGESTED ACTION:** *MOTION TO approve the contract with the Commonwealth of Massachusetts for FY2015 CDBG – Community Development Fund I grant and to authorize the Chair to sign the Standard Contract Form, including the Contractor Authorized Signatory Listing, thereby authorizing the Town Administrator and Assistant Town Administrator to serve as signatories for monthly reports and related documents.*

**ATTACHMENTS:**

1. DHCD Letter dated August 14, 2015
2. Standard Contract.



Commonwealth of Massachusetts  
DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Komegay, Undersecretary

August 14, 2015



Ms. Charleen Greenhalgh  
Town of Truro  
24 Town Hall Road  
Truro, MA 02666

**Re: FY 2015 CDBG – Community Development Fund I (CDFI)**

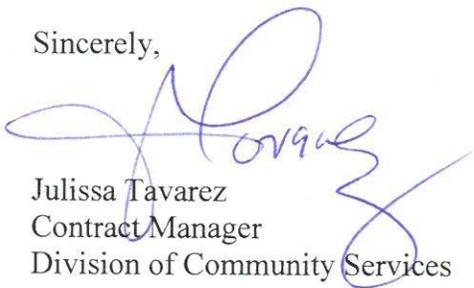
Dear Ms. Greenhalgh:

Enclosed please find two copies of a standard contract package between the Department of Housing and Community Development and the Town of Truro for the above-mentioned program.

Please review and have your authorized signatory execute the two attached copies of the standard contract form, terms and conditions form, signature verification forms and page 13. As a reminder, no reimbursable expenses may be incurred under this contract prior to receipt of a fully executed copy from DHCD.

Please return both contract packages to my attention. A copy for your files will be mailed to you after execution by DHCD.

Sincerely,

  
Julissa Tavaréz  
Contract Manager  
Division of Community Services

JT/fmg

Enclosure

s:\wp\tavaréz\master contract documents\cdbglfy15 cdbglmerged fy15 cdbg execution letter.doc 8/28/15

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Town of Truro (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Housing and Community Development <b>MMARS Department Code:</b> OCD	
<b>Legal Address:</b> (W-9, W-4,T&C): 24 Town Hall Road, Truro, MA 02666		<b>Business Mailing Address:</b> 100 Cambridge Street, Boston, MA 02114	
<b>Contract Manager:</b> Charleen Greenhalgh		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> assttown@truro-ma.gov		<b>Contract Manager:</b> Julissa Tavarez	
<b>Phone:</b> 508-349-7004		<b>E-Mail:</b> Julissa.Tavarez@state.ma.us	
<b>Fax:</b> 508-349-5505		<b>Phone:</b> 617-573-1407	
<b>Contractor Vendor Code:</b> VC6000192010		<b>Fax:</b> 617-573-1460	
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> SCOCD322016640270000	
		<b>RFR/Procurement or Other ID Number:</b> CDBG NOFA	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other</b> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: _____ 20 _____. Enter <b>Amendment Amount:</b> _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (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"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <b>new</b> Total if Contract is being amended). \$ 869,780.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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 ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) As per approved application, the following activities are funded under this contract: Provide housing rehabilitation assistance to 16 units and childcare vouchers to approximately 33 families.			
<b>ANTICIPATED START DATE:</b> (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 <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2018</b> 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.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " 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 makes all certifications required under the attached <b>Contractor Certifications</b> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , the Request for Response (RFR) or other solicitation, the Contractor's Response, 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 <b>801 CMR 21.07</b> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>PAUL WISOTZKY</u>		Print Name: <u>Chrystal Komegay</u>	
Print Title: _____		Print Title: <u>Undersecretary</u> <span style="float:right">fmg</span>	

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

### NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department):** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD:** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement:** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract:** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee:** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that

of an Independent Contractor.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

### CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

**Interim Contracts:** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee:** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

### COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

### COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

### PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

### BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretarial signoff, evidence of Secretarial signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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.

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this

Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor 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 including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodities and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29, § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the term of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meal Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices, G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16, s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7, s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing

this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5(f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**ORIGINAL BUDGET SUMMARY**

	PROGRAM/PROJECT/ACTIVITY		
1	<b>PROPERTY ACQUISITION</b>	\$0	\$0
2	<b>CLEARANCE/DEMOLITION</b>		
3	<b>RELOCATION (Permanent)</b>	\$0	\$0
4	<b>HOUSING REHABILITATION</b>	\$631,181.00	
A	Program Delivery	\$104,962	\$0
B	Unit Development/Creation	\$0	\$0
C	Rehabilitation Loans/Grants	\$526,219	\$200,000
D	Housing Other		
5	<b>COMMUNITY ECONOMIC DEVELOPMENT</b>	\$0	
A	Program Delivery	\$0	\$0
B	Acquisition	\$0	\$0
C	Commercial Improvements (Signs/Facades)		
D	Assist to For-Profits (formally Sm. Business Assist)	\$0	\$0
E	Infrastructure or Streetscape Improvements	\$0	\$0
F	Planning	\$0	\$0
M	Other	\$0	\$0
N	Microenterprise Assistance	\$0	\$0
6	<b>PUBLIC FACILITIES/INFRASTRUCTURE</b>	\$0	
A	Program Delivery	\$0	\$0
B	Streets and Sidewalks		
C	Playgrounds/Parks		
D	Neighborhood Facilities		
E	Parking		
F	Water		
G	Sewer		
H	Drainage		
I	Architectural Barriers		
J	Other		
K	Design only (architectural and engineering)		
7	<b>PLANNING</b>	\$0	
8	<b>PUBLIC SOCIAL SERVICES</b>	\$165,595.00	
A	Program Delivery	\$21,880	\$0
B	Program Costs	\$143,715	\$0
9	<b>GENERAL ADMINISTRATION</b>	\$73,004	\$0
	<b>TOTAL PROGRAM COSTS</b>	\$869,780	\$200,000

Award Amount                      \$869,780

# MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CDF I, CDF II, ME, EDF  
FEDERAL FISCAL YEAR 2015

TOWN OF \_\_\_\_\_ GRANT # \_\_\_\_\_  
ATTACHMENT A – ADDITIONAL TERMS & CONDITIONS

## I. Introduction

## II. Modifications and Definitions

- A. Modifications
  - 1. Payments
  - 2. Payment Mechanism
  - 3. Termination
- B. Definitions
  - 1. Project
  - 2. Low- and Moderate-income
  - 3. Affordability

## III. Compliance Requirements

- A. Program Requirements
- B. Administrative Requirements
- C. Massachusetts CDBG Operations Manuals
- D. Political Activity Prohibited Under the Hatch Act
- E. Vietnam Veterans Act Requirements
- F. Conflict of Interest Requirements
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## IV. Reporting Requirements

- A. Quarterly Activity Reports Including Due Dates, and Final and Close-Out Report
- B. Audit

## V. Prior Approval by the Department for Contractual Management Assistance

## VI. Other Program Requirements

- A. Management
- B. Budget Amendments
- C. Cost Allocation Plan
- D. Pre-Contract Costs
- E. Signage in Construction Projects
- F. Publications
- G. For Housing Activities
  - 1. Affordable Housing Restriction
  - 2. Rent Limits
  - 3. Participant Approval
  - 4. Code Violations
  - 5. Single Case Waivers

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The following exhibits are to be completed and signed by the Contractor

**EXHIBIT A: DISCLOSURE FORM/REPORT**

**EXHIBIT B-AUTHORIZED SIGNATURE VERIFICATION FORM**

**ATTACHMENT C – BUDGET**

## ATTACHMENT A

### I. INTRODUCTION

#### A. Authority

The Commonwealth of Massachusetts, through its Department of Housing and Community Development (Department or DHCD), has elected to receive Community Development Block Grant (CDBG) funds for distribution to units of general local government in the State's non-entitlement areas pursuant to Title I Section 106(a) of the Housing and Community Development Act of 1974, P.L. 93-383 subject to the regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, Subpart I. The grant which is the subject of this Contract is authorized by Title I of the Housing and Community Development Act of 1974 (42 U.S.C.5301 et seq.), including amendments contained in the Housing and Community Development Act of 1987, P.L. 100-242 and the Cranston-Gonzalez National Affordable Housing Act, P.L. 100-625.

#### B. Scope of Services

The Contractor agrees to perform the activities described in the Massachusetts CDBG grant application submitted on February 13, 2015, approved by the Department ("Application"), as may be amended from time to time, to the extent authorized by the following paragraphs. Where the Contractor has received full funding for an activity, it must be carried out as described in the Application. Where a Contractor has received partial funding for an activity, that activity must be carried out as described in a revised activity description and management plan that must be submitted to the Department for approval. Key personnel and qualifications shall conform to the functional descriptions in the Contractor's Management Plan included in the Application. Where the activities described in the Application are inconsistent with this Attachment A, Attachment A shall control. Any later change in activities shall be made only with the prior approval of the Department.

#### C. Period of Performance

Notwithstanding the "Termination Date" stated on page one of this Contract, the Contractor agrees that the activities funded herein shall be completed by December 31, 2016 and a Final Quarterly Activities Report filed by January 15, 2017 (see Section IV), unless the Department grants an extension for completion of activities and filing of final reports. In no case may the extension date be later than the Termination Date.

### II. CONTRACT

A. This contract is comprised of the Standard Form of Contract, the Commonwealth Terms and Conditions or the Master Grant Agreement, whichever has been executed by the Contractor, the Application and Revised Activity Description and Management Plan, if applicable and this Attachment A.

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

1. Section 2. PAYMENTS (Commonwealth Terms and Conditions) "Federally authorized pre-contract costs (see 24 CFR 570.488(b)) shall be included in the maximum obligation and identified in Attachment B - Budget."
2. Section 3. PAYMENT MECHANISM (Commonwealth Terms and Conditions) "For the purposes of this Contract, the parties shall follow the procedures outlined in the Massachusetts CDBG Program Operations Manual with regard to the processing and payment of invoices."
3. Section 4. CONTRACT TERMINATION OR SUSPENSION (Commonwealth Terms and Conditions) "For the purposes of this Contract, subsection (a) (for Master Grant Agreement) or the first clause of the second sentence (for Commonwealth Terms and Conditions) shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience."

B. **Definitions.**

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

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

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

III. **COMPLIANCE REQUIREMENTS**

All activities authorized by this Contract shall be subject to and performed in accordance with the provisions of this Contract, Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq., hereinafter "the Act"), HUD regulations in 24 CFR Part 570 Subpart I, 24 CFR Part 85 (as may be determined applicable by the Massachusetts CDBG Program), and any regulations, directives or guidelines as may be established by the Department for the Massachusetts CDBG Program. Where appropriate, the Contractor shall cause any subgrantees to comply with these requirements.

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

A. **Program Requirements.**

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq.), and HUD regulations at **24 CFR Part 1**, which prohibit discrimination based on race, color, or national origin under any program or activity receiving federal financial assistance.
2. **Title VIII of the Civil Rights Act of 1968** (42 U.S.C. 3601 et seq.), as amended by the Fair Housing Amendments of 1988 (known as the Fair Housing Act), which prohibits discrimination based on race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, financing, or brokering of housing; and **Federal Executive Order 11063**, as amended by **Executive Order 12259**, and as implemented by regulations at **24 CFR Part 1**, which prohibits such discrimination in the sale or rental of property which has received federal financial assistance.
3. **The Age Discrimination Act of 1975** (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age, and **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794), which prohibits discrimination based on handicap.

4. The **Davis-Bacon Act** (40 U.S.C. 276a - 276a-7), as supplemented by Department of Labor regulations at **29 CFR Part 5**, which provides that laborers and mechanics employed by the Contractor or subgrantees on construction projects (consisting of 8 or more units in the case of residential property) assisted under the Act shall be paid wages determined by the Secretary of Labor, provided that Davis Bacon shall not apply to "volunteers"; and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 et seq.), as supplemented by Department of Labor Regulations at **29 CFR Part 5**, which contains labor standards for work on contracts financed by federal grants; and the Department of Labor "**anti-kickback**" regulations at **29 CFR Part 3**. The Contractor shall include these requirements in agreements with subgrantees.
5. The **National Environmental Policy Act of 1969** (42 U.S.C. 4321 et seq.), and such other provisions of law which further the purposes of the National Environmental Policy Act as are specified in **24 CFR Part 58** (entitled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.")
6. The **Housing and Urban Development Act of 1968, Section 3** (12 U.S.C. 1701u), which requires that training and employment opportunities be made available to lower-income persons living in the community where a project assisted under the Act is located, and that contracting opportunities be made available to businesses located in or owned by persons living in such community. The Contractor shall include this requirement in agreements with subgrantees. The text of this clause is included in the Massachusetts CDBG Program Operations Manual.
7. The **Residential Lead-Based Paint Hazard Reduction Act of 1992** (42 U.S.C. 4851 et seq.) as implemented by regulations at **24 CFR Part 35**, which establishes requirements to protect children from lead-based paint hazards in housing that is receiving federal financial assistance or is being sold by the government. **24 CFR Part 35** became effective on September 15, 2000.
8. Regulations at **24 CFR Part 44**, "Non-Federal Audit Requirements for State and Local Government."
9. The **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 U.S.C. 4601 et seq.) and regulations at **49 CFR Part 24**, and **Section 104 (d) of the Act** and regulations at **24 CFR 570.606** and **24 CFR Part 42** cited in **24 CFR 570.488**), which govern the acquisition of real property for activities assisted under the Act and which require the Contractor to adopt policies and plans designed to minimize displacement of residents and businesses, and to provide relocation benefits and assistance.
10. Department of Labor Regulations at **41 CFR Part 60-1**, implementing **Executive Order 11246**, which require the Contractor to adopt equal employment practices and cooperate with the Secretary of Labor in assuring compliance by subgrantees. The Contractor shall include this requirement in agreements with subgrantees. In addition, for all subcontracts which are nonexempt as defined in 41 CFR 60-1.5 (generally, subcontracts in excess of \$10,000), the Contractor shall include in the agreement the "equal opportunity clause" set forth in 41 CFR 60-1.4(b) for construction contracts, and in 41 CFR 60-1.4(a) for all other contracts.
11. The **Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.)**, which requires certain federally assisted buildings to be constructed so as to be accessible to physically handicapped persons, and the **Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)**, which prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. The Contractor shall include this requirement in agreements with subgrantees.
12. **Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545)** as supplemented by HUD regulations at **24 CFR Part 4** which requires applicants to a state, or to a unit of local government, for assistance from HUD to make a number of disclosures. See specific requirements under "Special Conditions" and Exhibit A below.

- B. **Administrative Requirements.** The Contractor shall comply with the provisions of 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as follows:

Part 85.20 Standards for Financial Management Systems  
Part 85.22 Allowable Costs (citing OMB Circular A-87 requirements)  
Part 85.30 Changes (Budget/Program revisions)  
Part 85.31,32,33 Real Property; Equipment; Supplies  
Part 85.36 Procurement  
Part 85.43 Enforcement  
Part 85.50 Close-Out

- C. **Massachusetts CDBG Program Operations Manual.** In implementing all activities authorized by this Contract, the Contractor shall use the provisions of the Massachusetts CDBG Program Operations Manual as a guidance document.
- D. **Political Activity Prohibited Under the Hatch Act.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. The Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.
- E. Regulations at **41 CFR Part 60-250**, entitled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era."
- F. **Conflict of Interest.** The Contractor shall adhere to the requirements of M.G.L. Chapter 268A and the HUD Conflict of Interest regulations at 24 CFR Part 570.489(h).
- G. **Special Conditions.**
1. **Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or more.** Pursuant to Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) and 24 CFR Part 4, the Contractor must complete and execute the Disclosure Form attached hereto in Exhibit A. Furthermore, updates must be filed with the Contractor's Quarterly Reports to reflect any changes. In any sub-recipient contracts, the Contractor shall require compliance with these disclosure provisions and provide the sub-recipient with a copy of the attached Disclosure Form.
  2. **Additional Certifications.** In addition to those certifications submitted by the Contractor as part of its Application to the Department, the Contractor, by execution of this Contract, certifies that it shall adopt a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of a nonviolent civil rights demonstration within its jurisdiction.
  3. **Religious Organizations:**  
  
If Community Development Block Grant (CDBG) funds are being provided to primarily religious organizations, it must be in accordance with HUD's guidance on Participation in HUD Programs by **Faith-Based** Organizations; Providing for Equal Treatment of all HUD Program Participants, Final Rule, as published in the Federal Register (Vol. 68, No. 189) on September 30, 2003 on Pages 56396-56408, effective October 30, 2003.
  4. **Certain Relocation Projects:**  
  
CDBG funds may not be used to assist in the relocation of an industrial or commercial plant, facility, or operation from one area to another if the relocation is likely to result in a significant loss of employment in the area from which the relocation occurs.
  5. **Photographic Documentation:** The Contractor shall submit photographs to the

Department of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of final quarterly report.

6. **Additional Special Conditions:**

**IV. REPORTING REQUIREMENTS**

The Contractor shall monitor the performance of all activities undertaken pursuant to this Contract to assure the implementation schedule is being met, consistent with the schedule submitted with the Contractor's application, or any changes thereto approved by the Department.

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

For purposes of filing the Final Quarterly Activity Report, please note that this report and other additional required information constitute the Close-Out Report as indicated in the Massachusetts CDBG Program Operations Manual.

- B. **Audit.** The Contractor shall cause to be prepared an audit of any expenditure from funds received pursuant to this Contract. Said audit shall be performed by an independent entity, and shall be conducted in accordance with the procedures and requirements set forth in the OMB Circular A-133 (revised 4/22/96) and the Single Audit Act of 1996 (P.L. 104-156). The Department may at any time cause an audit to be made for the purpose of detecting fraud, waste, or mismanagement by the Contractor or subgrantee in addition to those stated in other paragraphs.
- C. **HUD 2516 Report.** In accordance with requirements set forth by the U.S. Department of HUD, the Contractor shall maintain data in CDBG/GMS for all contracts over \$10,000 for MBE Contracts (construction and non-construction) and subcontracts for the period ending September 30. DHCD will produce these reports and transmit to HUD directly on behalf of CDBG grantees.
- D. For Housing activities only, the Contractor shall submit to DHCD, via CDBG/GMS or other method required by DHCD, the following:
1. Data required by DHCD regulations at 760 CMR 61.00, promulgated pursuant to Chapter 334 of the Acts of 2006, and all applicable DHCD directives, guidelines and forms as may be amended from time to time. The Contractor shall collect said data for the express purpose of reporting to DHCD, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.
  2. DHCD and the Contractor shall treat as confidential any of the foregoing data relating to a specific resident or unit in compliance with all applicable state and federal statutes and regulations, including M.G.L. c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information. DHCD and the Contractor shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause DHCD or the Contractor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

**V. PRIOR APPROVAL BY THE DEPARTMENT FOR CONTRACTUAL MANAGEMENT ASSISTANCE**

A copy of the proposed contract for management assistance must be submitted to the Department for approval prior to its execution for any program or activity contracted, in whole or in part, to an entity

other than the unit of local government receiving funds (or any subordinate unit of that government). In addition to all required contractual obligations including federal requirements, this contract must include: a detailed scope of services; a listing of the actual accomplishments of the contract; and a timetable for all payments that will be made.

## **VI. OTHER PROGRAM REQUIREMENTS:**

### **A. Management**

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

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

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

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

### **B. Budget Amendments**

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

### **C. Cost Allocation Plans**

A detailed cost allocation plan must be submitted to and approved by the Department prior to its execution whenever the Contractor contracts for the management of any portion of its grant to certain organizations. Organizations covered by this condition include: regional planning agencies; local housing authorities; local redevelopment authorities; community development corporations; and non-profit housing agencies.

### **D. Pre-Contract Costs**

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

### **E. Signage in Construction Projects**

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

F. **Publications**

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

G. **FOR HOUSING ACTIVITIES:**

1. **Affordable Housing Restriction** - Rehabilitation loans made under this Contract shall be secured by a mortgage on the subject property which includes language restricting rent levels in units occupied by low- and moderate-income tenants for so long as the loan is outstanding in the case of owner-occupied properties and for a minimum of fifteen (15) years in the case of investor-owned properties. For the purposes of this section, "owner-occupied" is defined as a property of no more than four (4) units, one of which is occupied by the owner. All other properties are considered "investor owned." All Affordable Housing Restrictions must clearly indicate the name and address of the municipality or entity that will be responsible for subordinations and discharges.

Rentals of units in any assisted property shall be further regulated in accordance with paragraph G. 2 below.

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

- I. Execution of a lease or other written notification which indicates: (i) the term of the rental agreement; and (ii) the maximum allowable rent to be charged for the subject unit. The Contractor shall also ensure that all tenants in affected units receive the above information in writing.

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

- III. The owner shall agree to notify the appropriate housing agencies of the availability of any units covered by the terms of this agreement, and shall not refuse to rent to tenants holding Section 8 Existing Housing Certificates,

Massachusetts Rental Voucher Program Vouchers, or any other recognized housing voucher certifications except for good cause. If the Contractor is located within the Boston PMSA, the owner shall also agree to notify the City of Boston's Metrolist (Metropolitan Boston Housing Opportunity Clearing Center) which is located at Boston City Hall, Boston, MA 02114-5996, of the availability of any units covered by the terms of this agreement.

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

In addition, the Contractor will maintain records for each assisted unit regarding the rent levels and tenant's income level at the time of application, at the time of completion of rehabilitation, at the termination of the rental agreement, and at the time a new lease is executed, for the duration of the fifteen (15) year affordability term. The Director of the Department, if requested to do so in writing by the Contractor, may waive any of the above provisions of this section not required by law if the Contractor has demonstrated to the satisfaction of the Director of the Department that compliance with this condition would adversely affect the implementation of the Contractor's approved program.

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

4. **Code Violations** - General property improvements may not be undertaken unless specifically necessary to allow for correction of code violations. Housing activity funds shall not be released in support of general property improvements to any participant before all violations of Article II of the Massachusetts Sanitary Code in the subject property have been corrected.

5. **Single Case Waivers** - Contractor shall obtain prior DHCD authorization for projects the cost of which will exceed \$30,000 per unit, except in projects involving lead, barrier removal, septic, asbestos, historic preservation, for which the prior authorization of the Department will be required when projects exceed \$35,000 per unit in cost. Municipalities must request a Single Case Waiver from DHCD utilizing the appropriate Single Case Waiver form from the Mass. CDBG Implementation Manual. DHCD may also request additional documentation. Documentation must demonstrate need, reasonableness of costs and compliance with applicable federal and state requirements.

## EXHIBIT A

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

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

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

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

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

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

Examples:

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

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

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

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

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

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

**For any further questions, please contact your program representative at (617) 573-1400.**

**EXHIBIT A: DISCLOSURE REPORT  
FINANCIAL INTEREST IN PROJECT ASSISTED BY MASSACHUSETTS SMALL CITIES PROGRAM**

APPLICANT \_\_\_\_\_

DATE \_\_\_\_\_

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

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

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

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity
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None Known at this time.

- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc.).
- D. Provide for each.

**Certification**

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

I certify that this information is true and complete.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**THE COMMUNITY'S CHIEF ELECTED OFFICIAL MUST SIGN THIS FORM.**

**MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**Community Development Fund I 2015**

**FY 2015**

**Town of Truro**

**Attachment A III. G. 6. - Additional Special Conditions**

**Name:** 1)

**Type:** Activity 4C Rehabilitation Loans/Grants \$526,219.00

**Condition:** Contractor shall certify to the Department that its Program Director and Housing Rehabilitation Specialist will consult regularly with local Weatherization Assistance Program(s) (WAP) regarding opportunities for cross-referral, cost-sharing and joint scheduling of projects. The goal is to accomplish energy efficiency and program/property owner cost savings through communication and coordination of rehabilitation and weatherization services.

**Name:** 2)

**Type:** Application

**Condition:** The Department's grant application review includes a review for civil rights compliance that could reveal a pending civil rights matter concerning the Contractor's jurisdiction. The Department reserves the right to place further conditions on this grant if there is an administrative or judicial finding, decision, opinion, order, or other outcome concerning the above-mentioned civil rights matter(s) or other civil rights matter that is adverse to the contractor.



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors.

*Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure

any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**12. Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**13. Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.



# COMMONWEALTH TERMS AND CONDITIONS

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The

Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

**15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

**IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:**

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_ (signature)

Print Name: PAUL WISOTZKY

Title: CHAIR, TRURO BOARD OF SELECTMEN

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

(Check One);  Organization  Individual

Full Legal Organization or Individual Name: TOWN OF TRURO

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: 0 4 6 0 0 1 3 2 7

Address: 24 TOWN HALL ROAD, P.O. BOX 2030, TRURO, MA 02666

Telephone: 508-349-7004 FAX: 508-349-5505

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
RAE ANN PALMER	TOWN ADMINISTRATOR
CHARLEEN GREENHALGH	ASST. TOWN ADMINISTRATOR

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title: CHAIR, BOARD OF SELECTMEN Telephone: 508-349-7004

Fax: 508-349-5505

Email: pwisotzky@truro-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

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PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, \_\_\_\_\_ (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

\_\_\_\_\_, 20 \_\_\_\_\_.

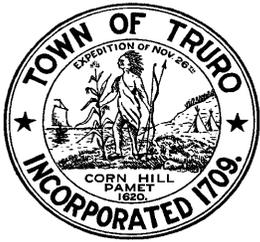
My commission expires on:

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_\_.

AFFIX CORPORATE SEAL



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administrative Office

**REQUESTOR:** Nicole Tudor, Executive Assistant on behalf of Christopher Santos, of Help End Cape Cod Heroin Addiction.

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Cape Cod Run from Addiction – Road Relay from the Bourne Library to Provincetown Town Hall –Bike and Road Race Application and Use of Town Property Application for Town Hall parking lot.

**EXPLANATION:** The Cape Cod Run from Addiction will start at the Bourne Library with runners placing a purple flag at every Town Hall from Bourne to Provincetown the weekend of September 26<sup>th</sup>- 27<sup>th</sup>. 15 flags total will be placed to bring awareness to the tragic effect of heroin addiction on Cape Cod. The relay symbolizes the long road ahead for people and families suffering from addiction with a flag being placed at each town, showing how each town on the Cape is being affected. Excess proceeds will be donated to non-profit organizations Open Doorway of Cape Cod, Inc., and to Help End Cape Cod Heroin Addiction.

For more information please go to:

<https://www.facebook.com/stopcapeaddiction> or <https://twitter.com/NoCapeAddiction>

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

**IMPACT IF NOT APPROVED:** The road race will not have the ability to access Town Hall Road to place a single purple “stop the madness” flag on the Town Hall property and have use of the Town Hall parking lot.

**SUGGESTED ACTION:** *MOTION TO approve the Application for Permit to Use Town-owned Property at Town Hall and the placing of the purple “stop the madness flag” and the Application for Permit for Bike and Road Races for Sunday, September 27<sup>th</sup> for the Cape Cod Run from Addiction.*

### ATTACHMENTS:

1. Use of Town Property Application approved by Department heads.
2. Road Race Application approved by Department heads.
3. Christopher Santos’ request and proposed Truro Route.

# TOWN OF TRURO

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



## APPLICATION FOR PERMIT TO USE TOWN-OWNED PROPERTY

Applicant: Christopher Santos Email: **Personal Information Redacted**

Group Affiliation (If Any): Help End Cape Cod Heroin Addiction / The Open Doorway Inc

Mailing Address: 12 Reguot Rd. City: Mashpee State: MA Zip: 02649

Phone: **Personal Information Redacted** Cell Phone: Same

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

The use of town hall grounds as a meeting place for those participating in the relay in Truro (about 10-15 people) with water, snacks, and possibly donated food from local establishments

Town Property to be Used: Outside of town hall

Date(s) and Hours of Use: September 27th Day: Sunday

Applicant is responsible for obtaining all necessary permits and inspections (see page 2)

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. A fee of \$50.00 is to be submitted to the Town upon approval of the application by the Board of Selectmen.

[Signature]  
Signature of Applicant

8/12/2015  
Date

Action by the Board of Selectmen: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ Approved as submitted

\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

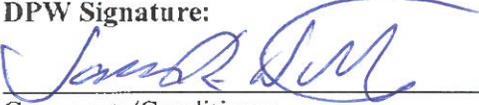
\_\_\_\_ Disapproved with the following reason(s): \_\_\_\_\_

Signatures of the Board: \_\_\_\_\_

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS**

<b>Health/Conservation Agent Signature:</b> _____	<b>Building Commissioner Signature:</b> _____
Comments/Conditions: _____	Comments/Conditions: _____
Permits/Inspections needed: _____	Permits/Inspections needed: _____

<b>Police Department Signature:</b> _____	<b>Fire Department Signature:</b> 
Comments/Conditions: _____	Comments/Conditions: _____

<b>DPW Signature:</b> 	<b>Harbormaster Signature:</b> _____
Comments/Conditions: _____	Comments/Conditions: _____

<b>Recreation &amp; Beach Director:</b> _____	<b>OTHER:</b> _____
Comments/Conditions: _____	Comments/Conditions: _____

Agenda Item: 6B2

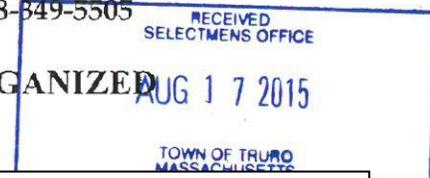


# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

## APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES



Applicant: Christopher Santos Email: Personal Information Redacted

Group Affiliation (If Any): Help End Cape Cod Heroin Addiction / The Open Doorway Inc

Mailing Address: 12 peguot Rd. City: Mashpee State: MA Zip: 02649

Phone: Personal Information Redacted Cell Phone: Personal Information Redacted

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.):

This will be a relay of approx 10-20 people spread out across the route. They will relay 2 flags, one will be planted at town hall

Streets &/or Roads to be Used: rt 6A and rt 6 (map is attached)

Date(s) and Hours Race/Event: September 27th approx 3pm Day: Sunday

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] Signature of Applicant Date: 8/12/2015

Action by the Board of Selectmen: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ Approved as submitted

\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_ Disapproved with the following reason(s): \_\_\_\_\_

Signatures of the Board: \_\_\_\_\_

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS**

<p><b>Health/Conservation Agent Signature:</b></p> <hr/> <p>Comments/Conditions:</p> <hr/> <p>Permits/Inspections needed:</p>	<p><b>Building Commissioner Signature:</b></p> <hr/> <p>Comments/Conditions:</p> <hr/> <p>Permits/Inspections needed:</p>
<p><b>Police Department Signature:</b></p> <p><i>Kyle Takalajian</i></p> <hr/> <p>Comments/Conditions:</p>	<p><b>Fire Department Signature:</b></p> <p><i>Tom Owens</i></p> <hr/> <p>Comments/Conditions:</p>
<p><b>DPW Signature:</b></p> <p><i>James P. White</i></p> <hr/> <p>Comments/Conditions:</p>	<p><b>Harbormaster Signature:</b></p> <hr/> <p>Comments/Conditions:</p>
<p><b>Beach Supervisor:</b></p> <hr/> <p>Comments/Conditions:</p>	<p><b>Other:</b></p> <hr/> <p>Comments/Conditions:</p>

**Agenda Item: 6B3**

## Cape Cod Run From Addiction

Christopher Santos  
12 Pequot Rd. Mashpee, MA

**Personal Information  
Redacted**



### What is the relay run:

- This relay will start at the Bourne Library and end at the Provincetown Town Hall.
- Along the way the runners will plant a purple "Stop the Madness" flag on the lawn of every Town Hall on Cape Cod.
- The runners in Bourne will start with all 15 flags and relay them to the next team in Sandwich and so on all the way down 116 miles of beautiful Cape Cod.
- This will be a 2 day event 26th and 27th (Chatham starts day 2 @8AM)

### The Goal of the run:

To create a massive awareness of the tragic effect heroin addiction is having on our community. A relay was chosen as a symbol of the long road people and families suffering from addiction have ahead of them. The 15 flags represent the individual fight each town has inside their own communities but we, the entire Cape, is sharing in the struggle together.

### The funds:

- Most proceeds donated will go directly back into the run for water, signage, food etc. to expand the amount of awareness created over the weekend.
- Excess funds will be donated to nonprofit organizations such as The Open Doorway of Cape Cod, Inc. and held for future events for Help End Cape Cod Heroin Addiction

### What we are asking:

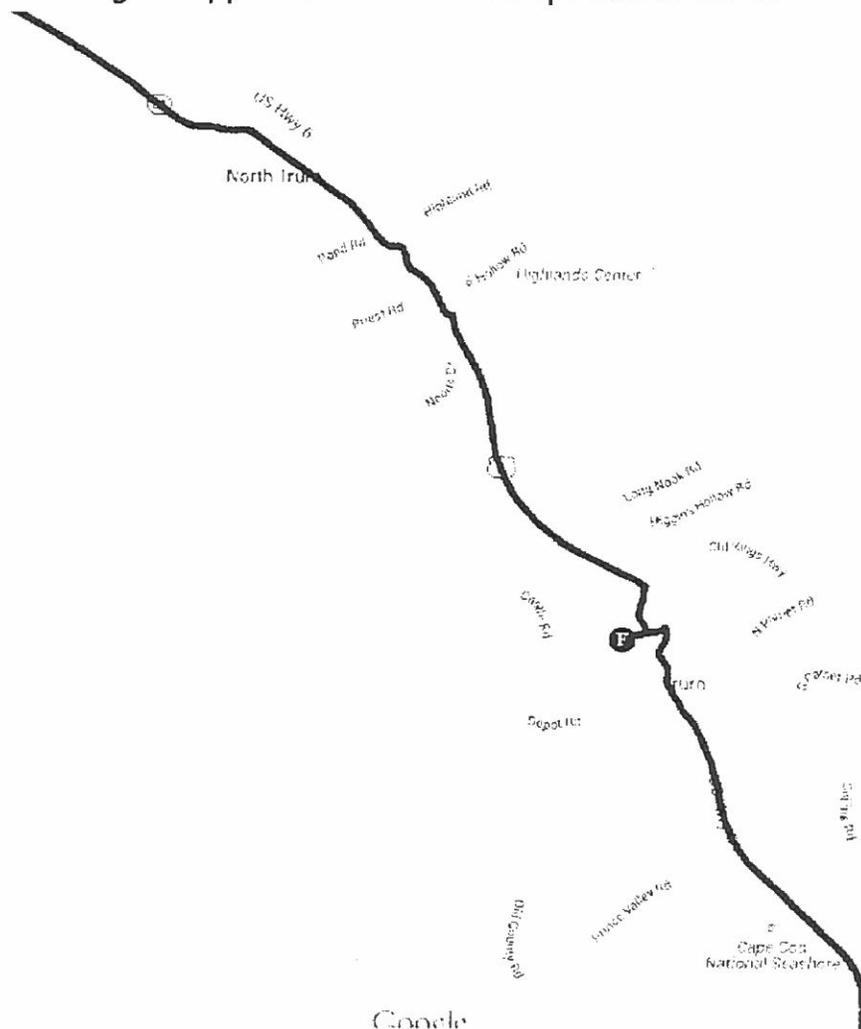
- We need your town's permission to have the runners from your town pass through on the pre mapped out path on route to the next town where the remaining flags will be relayed over to the next town's team.
- We need permission to plant a single flag on the lawn of the town hall and use the town hall as a runner's "station" where there will be a water table, snack, and maybe a couple local vendors with food for runners to come back.

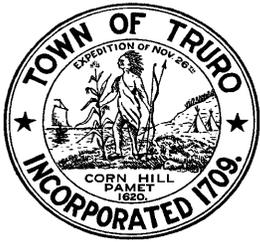
Expecting about 15 to 20 TOTAL runners for each town. The runners will be split up across the route to accommodate the relay of the flags through the town. No large groups should be running at one time.

Event insurance will be supplied along with a tax ID from a nonprofit organization.

## Proposed Truro route

Starting at approx. 1:00PM on September 27th





# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Approval of Applications to Serve

**EXPLANATION:** Nicholas Norman (Open Space Committee), Helen McNeil Ashton (Historical Commission), and Mark Peters (Board of Health), have all filled out applications to serve on their respective Board/Committee/Commission. All three candidates have completed the Ethics Training and other requirements to serve.

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

**IMPACT IF NOT APPROVED:** All three applicants will not be able to participate on their respective Board/Committee/Commission.

**SUGGESTED ACTION:** MOTION TO approve Nicholas Norman to serve on the Open Space for a three year term which will expire June 30, 2018, Helen McNeil Ashton to serve on the Historical Commission for a three year term which will expire June 30, 2018, and Mark Peters to serve on the Board of Health for a three year term which will expire June 30, 2018.

**ATTACHMENTS:**

1. Application to Serve, Nicholas Norman
2. Application to Serve, Helen McNeil Ashton
3. Application to Serve, Mark Peters



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Nick Norman HOME TELEPHONE: Personal Information Redacted

ADDRESS: 12 Sevimshaw St. WORK PHONE: Personal Information Redacted

MAILING ADDRESS: POB 1076 E-MAIL: Personal Information Redacted

FA Personal Information Redacted MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: \_\_\_\_\_

Open Space

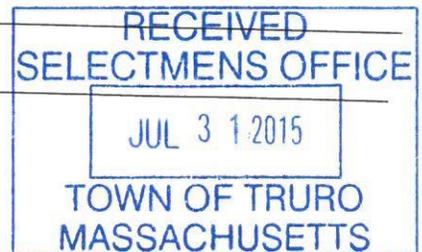
SPECIAL QUALIFICATIONS OR INTEREST: previously chair.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: Nick Norman DATE: July 31, '15  
\*\*\*\*\*

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL) \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

RECEIVED SELECTMENS OFFICE  AUG 20 2015
TRURO MASS

NAME: Helen McNeil-Ashton HOME TELEPHONE: Personal Information Redacted

ADDRESS: 27 Great Hollow Rd WORK PHONE: Personal Information Redacted

MAILING ADDRESS: P.O. Box 1122 E-MAIL: Personal Information Redacted

FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Historical Commission.

SPECIAL QUALIFICATIONS OR INTEREST: membership of this commission for 10 years, Directorship of a non-profit housing association, Ph.D-level research

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNATURE: Helen McNeil-Ashton DATE: June 16, 2015

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL) \_\_\_\_\_  
 \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_

**From** Personal Information Redacted

**To:** Noelle Scoullar <nscoullar@truro-ma.gov>

**Date:** 08/20/2015 06:57 PM

**Subject:** Requested Comments for the Reappointment of Helen McNeil-Ashton to the Truro Historical Commission

---

Attention Truro Board of Selectmen:

I highly endorse Helen McNeil-Ashton's reappointment to the Truro Historical Commission. Helen has served as Secretary to the Commission for many years and had previously served as our representative to the Community Preservation Committee. In addition she is an active member of the Truro Historical Society, serving on their Board, also as their Secretary, as a member of their Collections Committee, and as a volunteer at the Cobb Memorial Archives Library. Having her as a liaison to the Historical Society has been very helpful especially as related to CPA Historic Preservation Grants. Helen's knowledge and interest in preservation issues and background in real estate has been beneficial to our deliberations and to our coordination with the Historical Review Board. She approaches issues with intelligence and thoughtfulness and it is a pleasure to work together.

Please let me know if you require any additional information.

Chuck Steinman, Chair  
Truro Historical Commission

Personal Information Redacted

On Aug 20, 2015, at 8:23 AM, Noelle Scoullar <[nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)> wrote:

Chuck,  
Can you please comment on Helen's reappointment for the BoS packet?

Thank you both!  
Noelle



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: MARK N. PETERS HOME TELEPHONE: Personal Information Redacted

ADDRESS: Shore Rd #5 WORK PHONE: JAA

MAILING ADDRESS: P.O. Box 734 E-MAIL: —

FAX: — MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Board of Health

RECEIVED  
SELECTMENS OFFICE  
  
JUN 18 2015  
  
TOWN OF TRURO  
MASSACHUSETTS

SPECIAL QUALIFICATIONS OR INTEREST:

Knowledge of water in various lens in Truro  
Designer of + transfer station, with help from  
DEQE. Wrote first Transfer Station Manual

COMMENTS: I look forward to continue my service  
to Truro + region + Cape!

SIGNATURE: Mark N. Peters DATE: June 16, 2015

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_

**Personal Information Redacted**

**From**

**To:** Noelle Scoullar <nscoullar@truro-ma.gov>

**Date:** 06/24/2015 03:26 PM

**Subject:** Mark Peters reappointment-BOH

Good afternoon, Truro Board of Selectmen and Selectwomen,  
Please accept this note as a letter of support for Mr. Mark Peters regarding his desire to seek another term as a Board of Health member. Mr. Peters brings a wealth of Truro history to the table, specifically on related water issues. I find this most helpful when the Board is deliberating on certain issues when trying to prioritize public health concerns and property owners inquiries alike. Mr. Peters knowledge is appreciated and his dedication to preserving Truro while moving Truro forward in this day and age, is great.

Thank you,

Tracey Rose

Truro Board of Health, Chair

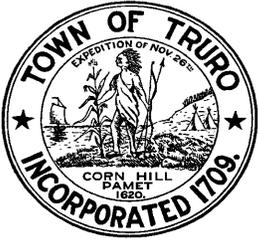
*Tracey A. Rose, Sales Associate*

Coldwell Banker Pat Shultz  
406 Commercial St  
Provincetown MA 02657

**Personal Information  
Redacted**

[www.patshultz.com](http://www.patshultz.com)





# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant, on Behalf of Truro Treasures

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Approval of Use of the Community Center, Road Race, Use of Pamet Harbor, and One Day Pouring License.

**EXPLANATION:** Gail Stevenson has applied to use the Community Center Parking Lot for the Truro Treasures Car Show (9/20); Tom Bow has applied to hold a road race which will begin at Pamet Harbor and end at Ballston Beach (9/20); and Gail Stevenson has applied for a One Day Pouring License for the Art Auction being held at the Community Center (9/19).

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

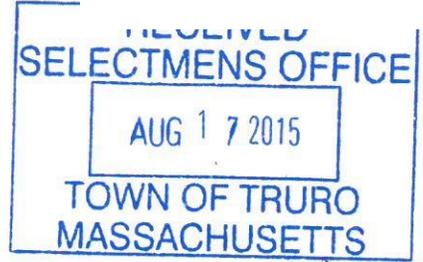
**IMPACT IF NOT APPROVED:** Truro Treasures will not be able to hold their car show, road race, or serve alcohol at the art auction.

**SUGGESTED ACTION:** *MOTION TO approve the use of the Community Center Parking Lot for a car show on 9/20/15, approve the request to hold a road race starting at Ballston Beach and ending at Pamet Harbor on 9/20/15, and approve a One Day Pouring License (Wine Only) for the Art Auction being held at the Community Center on 9/19/15.*

**ATTACHMENTS:**

1. Application to use town owned property(car show)
2. Application for organized bike & road race
3. Application to use town owned property (road race)
4. Application for a one day pouring license

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



**APPLICATION FOR PERMIT  
TO USE TOWN-OWNED PROPERTY**

Applicant: JOHN O'BRIEN (TRURS CAR SHOW)  
GAIL STEVENSON Email: \_\_\_\_\_  
Group Affiliation (If Any): TRURO TREASURES  
Mailing Address: PO 197 City: TRURO State: MA Zip: 02666  
Phone: \_\_\_\_\_ Cell Phone: Personal Information Redacted

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

CAR SHOW AT COMMUNITY CENTER

Town Property to be Used: COMMUNITY CENTER PARKING LOT

Date(s) and Hours of Use: SEPT 20TH 11-2 Day: SUNDAY

**Applicant is responsible for obtaining all necessary permits and inspections (see page 2)**

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. A fee of \$50.00 is to be submitted to the Town upon approval of the application by the Board of Selectmen.

Gail Stevenson Signature of Applicant Date: 8/19/15

Action by the Board of Selectmen: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ Approved as submitted  
\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_ Disapproved with the following reason(s): \_\_\_\_\_

Signatures of the Board: \_\_\_\_\_

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS**

<b>Health/Conservation Agent Signature:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Building Commissioner Signature:</b>  Comments/Conditions:  Permits/Inspections needed:
<b>Police Department Signature:</b> <i>Kyle Takaljian</i> Comments/Conditions:	<b>Fire Department Signature:</b>  Comments/Conditions:
<b>DPW Signature:</b> <i>[Signature]</i> Comments/Conditions:	<b>Harbormaster Signature:</b>  Comments/Conditions:
<b>Recreation &amp; Beach Director:</b> <i>[Signature]</i> Comments/Conditions:	<b>OTHER:</b> Council on Aging <i>Susan M. Travers</i> Comments/Conditions: 8-19-15



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505



## APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

Applicant: TOM BOW Email: Personal Information Redacted

Group Affiliation (If Any): TRURO TREASURES

Mailing Address: 327 N. Steele RD City: WEST HARTFORD State: CT Zip: 06117

Phone: Personal Information Redacted Cell Phone: SAM

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.):  
ROAD RACE STARTING AT PAMET HARBOUR ENDING AT  
BALISTON BEACH PARKING LOT

Streets &/or Roads to be Used: ROADS FROM PAMET TO BALISTON BEACH Will utilize Depot Rd/ Old County/South Pamet

PAMET HARBOUR PARKING LOT NEEDED 8:00 AM - 9:45 AM FOR PARKING & REGISTERING RUNNERS  
BALISTON BEACH PARKING LOT FROM 9:00 AM - 10:30 AM FOR RACE FINISH.

Date(s) and Hours Race/Event:  
SEPTEMBER 20th SUNDAY 8:15 - 10:30 AM Day: SUNDAY 9/20

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.

T. Bow Signature of Applicant Date: 8/19/2015

Action by the Board of Selectmen: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ Approved as submitted

\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_ Disapproved with the following reason(s): \_\_\_\_\_

Signatures of the Board: \_\_\_\_\_

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS**

<b>Health/Conservation Agent Signature:</b>  _____ Comments/Conditions:  Permits/Inspections needed:	<b>Building Commissioner Signature:</b>  _____ Comments/Conditions:  Permits/Inspections needed:
<b>Police Department Signature:</b> <i>Kyle Takakjian</i> _____ Comments/Conditions:	<b>Fire Department Signature:</b> <i>Bruce</i> _____ Comments/Conditions:
<b>DPW Signature:</b>  _____ Comments/Conditions:	<b>Harbormaster Signature:</b>  _____ Comments/Conditions:
<b>Beach Supervisor:</b>  _____ Comments/Conditions:	<b>Other:</b>  _____ Comments/Conditions:

# TOWN OF TRURO

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



## APPLICATION FOR PERMIT TO USE TOWN-OWNED PROPERTY

Applicant: TOM BOW Email: Personal Information Redacted

Group Affiliation (If Any): TRURO TREASURER

Mailing Address: 327 N. STEELE RD City: WEST HARTFORD State: CT Zip: 06117

Phone: Personal Information Redacted Cell Phone: 508 2

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

ROAD RACE - 100 RUNNERS - GIVE OUT PRIZES  
AND WATER FOR RUNNERS

Town Property to be Used: PANET HARBOUR PARKING LOT - BATHSTON BARR

Date(s) and Hours of Use: 8:00 AM - 9:15 AM PANET HARBOUR Day: SUNDAY  
SEPT. 2011 8:15 - 10:30 BATHSTON BARR

Applicant is responsible for obtaining all necessary permits and inspections (see page 2)

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. A fee of \$50.00 is to be submitted to the Town upon approval of the application by the Board of Selectmen.

Signature of Applicant

8/19/2015

Date

Action by the Board of Selectmen: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Approved as submitted

\_\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_\_ Disapproved with the following reason(s): \_\_\_\_\_

Signatures of the Board: \_\_\_\_\_

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS**

<b>Health/Conservation Agent Signature:</b> <hr/> Comments/Conditions:  Permits/Inspections needed:	<b>Building Commissioner Signature:</b> <hr/> Comments/Conditions:  Permits/Inspections needed:
<b>Police Department Signature:</b> <i>Kyle Takajian</i> <hr/> Comments/Conditions:	<b>Fire Department Signature:</b> <i>Ben ...</i> <hr/> Comments/Conditions:
<b>DPW Signature:</b> <hr/> Comments/Conditions:	<b>Harbormaster Signature:</b> <i>Jay Juelett</i> <hr/> Comments/Conditions:
<b>Recreation &amp; Beach Director:</b> <i>Kelly ...</i> <hr/> Comments/Conditions:	<b>OTHER:</b> <hr/> Comments/Conditions:



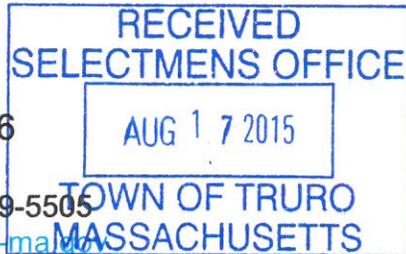
# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505

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



## Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

### BUSINESS/ORGANIZATION INFORMATION

GAIL STEVENSON TRURO TREASURES  
Name of Applicant Business/Organization Name

PO BOX 197 TRURO MA 02666  
Mailing Address of Business/Organization

Non-profit or For-profit Entity

Yes  No

Confirmed Non-profit status

If yes, proof of Non-Profit Status **must** accompany this application

\_\_\_\_\_  
Contact Person Phone Number Email

### INDIVIDUAL APPLICANT INFORMATION

\_\_\_\_\_  
Individual's Name Mailing Address

\_\_\_\_\_  
Phone Number Email Address

### EVENT INFORMATION

9/19/15 ART AUCTION  
Date of Event for License to be issued Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 1 - 4 PM

COMMUNITY CENTER  
Event Location (Must provide facility name, if any, street number and name)

\_\_\_\_\_  
Property Owner Name and Address Phone number

\_\_\_\_\_  
Name of Caterer (if applicable) Approximate number of people attending

Is the event open to the general public  Yes  No

Will there be Entertainment \_\_\_ Yes  No If Yes, Type of Entertainment \_\_\_\_\_  
 Will there be Police Detail \_\_\_ Yes  No

**Purchase & Service**

License is for the Sale of:

- All Alcohol Beverages (\$50.00)
- Wines Only (\$25.00)
- Wines & Malt beverages Only (\$25.00)
- Malt Beverages Only (\$25.00)

What is the source of the alcohol for the event (where is it being purchased?) CAPE COD WHOLESALER WINE & SPIRITS INC

Who will be serving the Alcohol? BARBARA WOLGEMUTH  
TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION

Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.

**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 Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

[Signature] 8/18/15  
 Signature Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the town to the ABCC in Boston.
- Liquor Liability Insurance Certificate may be required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- 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**

Board of Selectmen \_\_\_\_\_ Meeting Date \_\_\_\_\_

Police Department Kyle Takakjian Date 8/21/15

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

**This is your Official TIPS® Certification Card.**  
Carry it with you as evidence of your skills and knowledge in the responsible sale and consumption of alcohol.

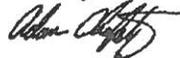
**Congratulations!**

By successfully completing the TIPS (Training for Intervention ProcedureS) program, you have taken your place in the forefront of a nationwide movement to reduce the tragedies resulting from the misuse of alcohol. We value your participation in the TIPS program.

You will help to provide a safer environment for your patrons, peers and/or colleagues by using the techniques you have learned and taking a positive approach towards alcohol use.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 703-524-1200. Thank you for your dedication to the responsible sale and consumption of alcohol.

Sincerely,

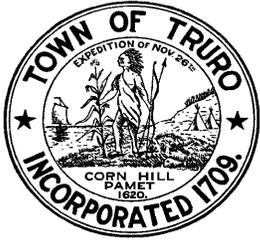


Adam F. Chafetz  
President, HCI

**IMPORTANT:** Keep a copy of this card for your records. Write down your certification number because you will need it when contacting TIPS. For assistance or additional information, contact Health Communications, Inc. by using the information provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.

	eTIPS On Premise 2.0	SSN: XXX-XX-XXXX
Issued: 7/3/2013		Expires: 7/3/2016
ID#: 3513817		D.O.B.: XX/XX/XXXX
Barbara Wohlgemuth Truro Treasures, Inc. c/o Gail Stevenson Po Box 55 North Truro, MA 02652-0055		
For service visit us online at <a href="http://www.gettips.com">www.gettips.com</a>		

RECEIVED  
SELECTMENS OFFICE  
JUL 15 2013  
TOWN OF TRURO  
MASSACHUSETTS



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Shellfish Department

**REQUESTOR:** Tony Jackett, Harbor Master Shellfish Constable on behalf of Franklin Carpenter ADA Grant Holder

**REQUESTED MEETING DATE:** September 15th

**ITEM:** Renewal of Shellfish Aquaculture License - Grants #15 and #16 respectively licensed to Franklin Carpenter for an additional 2 year license in the Aquaculture Development Area.

**EXPLANATION:** The 2 year license renewal is due to be updated. Franklin Carpenter is in compliance with all the necessary requirements.

**FINANCIAL SOURCE (IF APPLICABLE):** The applicant is the sole financial source.

**IMPACT IF NOT APPROVED:** The applicant will no longer have use of his grants.

**SUGGESTED ACTION:** *MOTION TO approve the renewal of the two year Shellfish license for the two acre site #15 and #16 within the approved Aquaculture Development Area for Franklin Carpenter.*

**ATTACHMENTS:**

1. Renewal Application—Franklin Carpenter
2. Annual Activity Report and Proof of Bond
3. Evidence of Propagation Permit



# TOWN OF TRURO

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

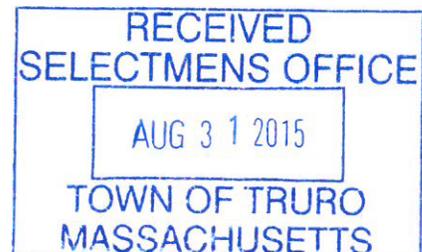
## AQUACULTURE LICENSE RENEWAL APPLICATION

NAME OF APPLICANT: Franklin Carpenter  
 MAILING ADDRESS: Po box 862 Truro MA 02666  
 TELEPHONE: [REDACTED] -MAIL: \_\_\_\_\_  
 LICENSE NUMBER: 15 and 16  
 SITE LOCATION: 15-16

**SITE DEVELOPMENT:** Attach to this application your plans for development of the site over the next one, two, and three-year terms. Include the number of rafts/racks/floats, size, construction material and working area in square feet of the aquaculture site. Your plan shall include shellfish by species, amount and sizes intended to introduce to the water and/or substratum.

[Signature]  
 Signature of Applicant

10/20/15  
 Date



## **Proposed plans for aquaculture licenses for oysters**

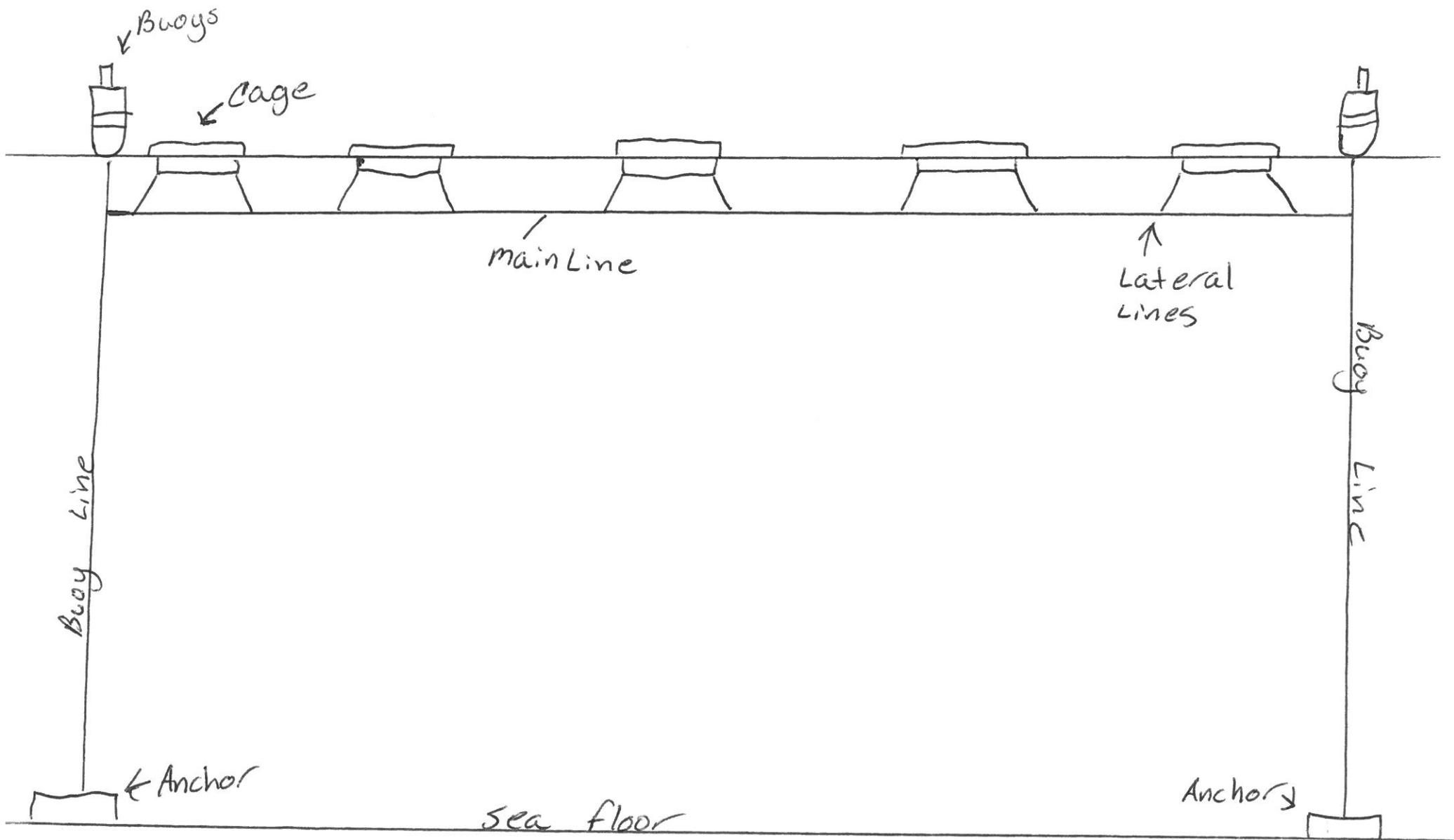
### **Proposed Development Plan - Oysters**

If approved for aquaculture grants 15 & 16, my plan for the two acres would be to grow oysters from seed utilizing the OysterGro system beginning this spring. I have a boat that I would use to access and maintain the system.

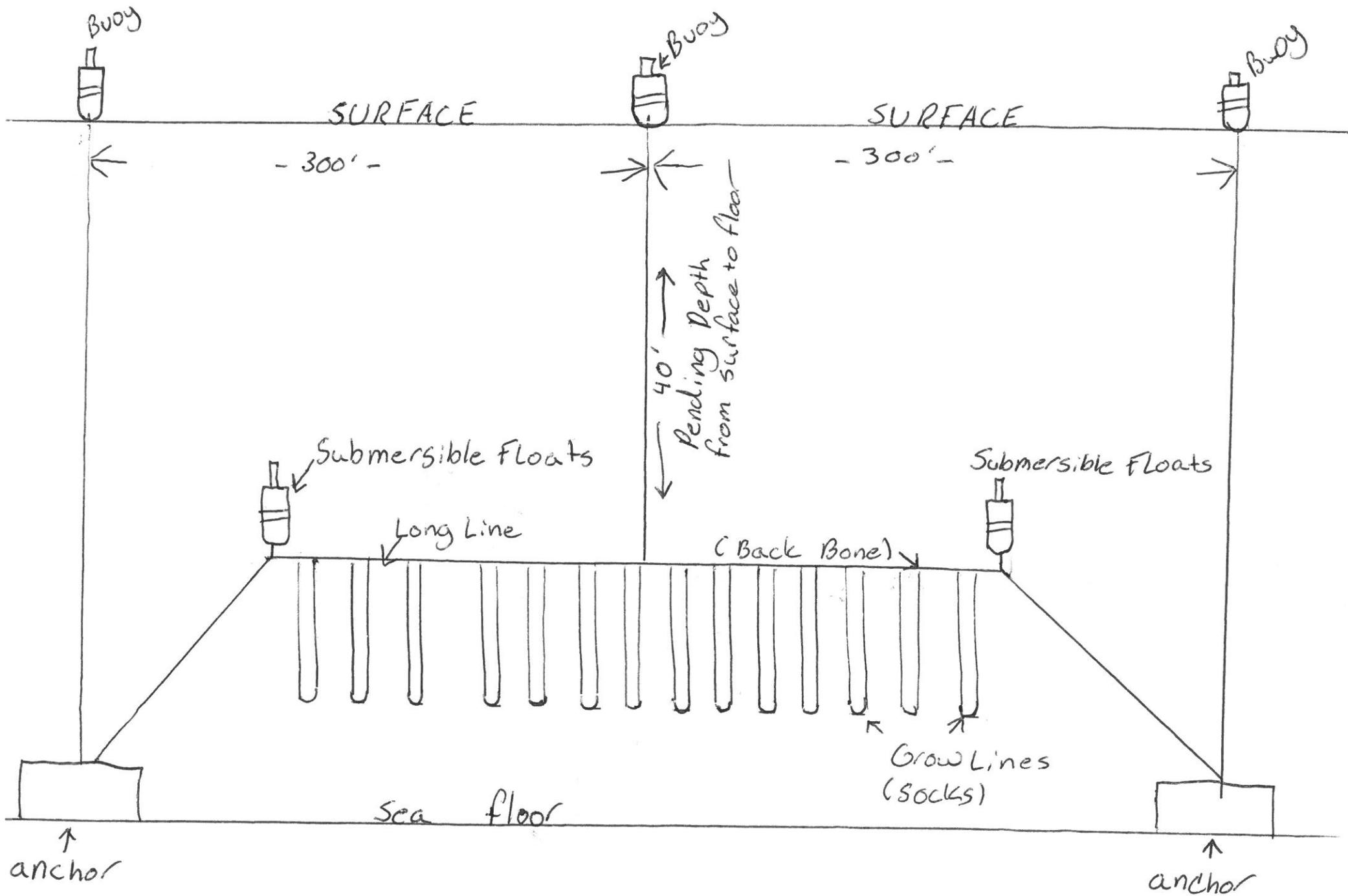
In the summer I will keep the floating cages at the proper feeding depth of 6 to 12 inches so the oysters can feed. I will sink the cages to the bottom during the winter to ensure the oysters are kept safe.

I will use trawls - 10 cages per trawl - I would like to start year 1 with 30 cages so 3 trawls in total. Within each cage will be six Vexar bags containing oyster spat. Year 2 I would expand to 50 cages - total of 5 trawls.

# Oysters



# MUSSELS





# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## ANNUAL AQUACULTURE LICENSE REPORT

LICENSE NUMBER: Franklin Carpenter

LOCATION: 15 16

MGL Chapter 30, Section 65 requires each license holder to submit an oath, on or before December 31 of each year, a report of the total number of shellfish planted, produced or marketed during the preceding year, and an estimate of the total number of each kind of shellfish at the time of such report planted or growing thereon.

Amount and kind planted: AT NONE

Amount and kind harvested: NONE

Amount and kind currently on site: NONE  
start spring of 2015

Signature of Grant Holder [Signature]

Date: 12/28/14

RECEIVED  
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DEC 29 2014  
TOWN OF TRURO  
MASSACHUSETTS

LICENSE OR PERMIT BOND

BOND NO Personal Information Redacted

KNOW ALL MEN BY THESE PRESENTS THAT WE,

Frank Carpenter \_\_\_\_\_ of  
PO Box 862 \_\_\_\_\_ Truro MA 02666 \_\_\_\_\_ as Principal, and  
NGM Insurance Company \_\_\_\_\_, a Florida \_\_\_\_\_ corporation with its principal  
office at 55 West Street \_\_\_\_\_ Keene, NH 03431-7000 \_\_\_\_\_, as Surety,

are held and firmly bound unto

Town of Truro

in the sum of Four Hundred and 00/100 Dollars

(\$ 400.00 \_\_\_\_\_), for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has obtained, or shall obtain, a license or permit from the Obligee for Aquaculture Bond

at Aquaculture Grant, Blocks 15 and 16 Truro ADA \_\_\_\_\_ for the term commencing on the 10th day of July \_\_\_\_\_, 2013 and ending on the 10th day of July \_\_\_\_\_, 2016.

NOW, THEREFORE, if Principal shall faithfully observe and comply with all terms of the underlying license or permit, and all Ordinances, Rules and Regulations, and any Amendments thereto, applicable to the obligation of this bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue.

The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days written notice to the Obligee and the bond shall be deemed canceled at the expiration of said period; the Surety remaining liable, however subject to all the terms, conditions and provisions of this bond, for any act or acts covered which may have been committed by the Principal up to the date of such cancellation.

PROVIDED, HOWEVER, that this bond may be continued from year to year by certificate executed by the Surety hereon. Regardless of the number of years or terms this bond remains in effect, and regardless of the number and amount of claims that may be made, the maximum aggregate liability of the Surety is limited to the penal sum of the bond.

SIGNED, SEALED AND DATED on this 10th day of July \_\_\_\_\_, 2013.



Frank Carpenter \_\_\_\_\_

By 

NGM Insurance Company \_\_\_\_\_

By 

Karen L Faria Attorney-in-Fact

# Commonwealth of Massachusetts



David E. Pierce  
Acting Director

## Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617) 626-1520

fax (617) 626-1509



Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Matthew A. Beaton  
Secretary

George N. Peterson, Jr.  
Commissioner

Mary-Lee King  
Deputy Commissioner

### Shellfish Propagation Permit No. 8450

**Class 3**

**Type 1**

**FEE:** \$10.00

**DATE OF ISSUE:**

8/13/2015

#### TO WHOM IT MAY CONCERN:

Pursuant to Paragraphs 2 and 3, Section 17; Sections 69, 75, 80 and 83 of Chapter 130 of the Massachusetts General Laws and 322 CMR 3.03; 6.05; 6.08; 6.10; 6.20; 7.01(4)(d) and 15:00, permission is hereby given, subject to the attached Shellfish Aquaculture Permit Conditions to:

*Franklin Carpenter*  
PO Box 862  
Truro, MA 02666  
DBA:

To possess naturally occurring seed shellfish, seed shellfish transplanted under previously issued permits and to transplant seed and/or adult shellfish from Division of Marine Fisheries approved sources at and to the permit holders private shellfish aquaculture site, licensed under authority of Chapter 130, Section 57 of the Massachusetts General Laws; or at other locations authorized by endorsements made part of this permit; or to municipal propagation sites maintained under authority of Chapter 130, section 52 and 54 for cultivation of shellfish by coastal municipalities.

#### LOCATION OF AQUACULTURE SITE(S)

**Waterbody:** Cape Cod Bay

**Town:** Truro

**DSGA:** CCB3

**Location:** Truro ADA

**Waterbody:**

**Town:**

**DSGA:**

**Location:**

#### A. GROWOUT

**Type of Shellfish:**

**Source**

Oyster

Aquacultural Research Corp.

#### B. INTERMEDIATE GROW-OUT

**On-Site**  Yes  No **Off-Site**  Yes  No

**Location:**

#### C. CULLING

**Off-site Culling Allowed:**  Yes  No

**Off-site location:**

#### D. SEED SALES

**Seed Sales Allowed:**  Yes  No

**E. OVERWINTERING**

Overwintering Allowed:  Yes  No

Location:

**F. SPAT COLLECTION**

Spat Collection Allowed:  Yes  No

Location *Pamet River*

Method

*Chinese Hats*

On-Site  
 Yes  No

Off-Site  
 Yes  No

**G. SALE OF UNDER-SIZED (SEED) SHELLFISH FOR CONSUMPTION**

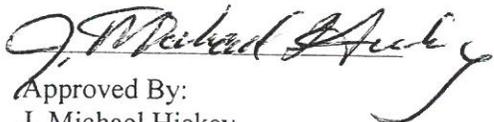
Sale of Under-Size Shellfish Allowed:  Yes  No

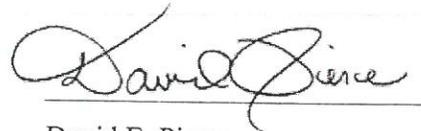
Out of State:  Yes  No

In State:  Yes  No

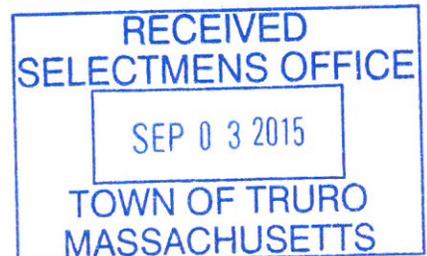
- A. Quahog not less than 7/8 inch thick
- B. Oysters not less than 2.5 inches longest diameter
- C. Surf Clams not less than 1.5 inches longest diameter
- D. Other

**H. SPECIAL CONDITIONS APPLY**  Yes  No

  
 Approved By:  
 J. Michael Hickey  
 Chief Biologist

  
 David E. Pierce  
 Acting Director

Cc to: Division of Environmental Law Enforcement (1)  
 Regional Supervisor, DELE (1)  
 Division of Marine Fisheries (1)  
 Board of Selectmen:  
 Shellfish Constable(s):





# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Recreation

**REQUESTOR:** Kelly Clark, Recreation & Beach Director

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Declaration of surplus items: Popcorn Machine

**EXPLANATION:** Requesting permission to declare the Truro Recreation Department's popcorn machine as worthy for disposal. The unit was purchased for approximately \$250.00 in 2009 and has served the Department well for events, movie days for the Summer Youth Program, etc. until recently. At this point, the rust and damage to the machine has rendered it too damaged for use. The knob to the glass door of the unit is missing, there is rust on the inside of the machine, and the gears that rotate the popcorn to keep it from burning are so badly damaged that they no longer turn. Additionally, a spoke on the wheel at the bottom of the machine is broken and rust has eaten away at the area where the screws hold the glass part of the machine onto the base so it is now unsteady. I have attached pictures of this item and would like to dispose of it at the Truro Transfer Station. I hope you will consider my request and allow the Department to dispose of this piece of equipment.

**FINANCIAL SOURCE (if applicable):** N/A

**IMPACT IF NOT APPROVED:** Machine will continue to be stored.

**SUGGESTED ACTION:** *Move to approve the declaration of the Recreation Department's popcorn machine as surplus so that it can be disposed of.*

**ATTACHMENTS:**

1. Photos



Old Fashioned  
Movie Time  
POPCORN

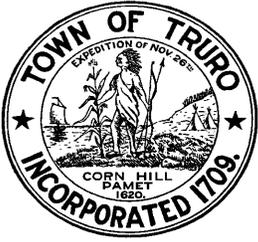






Movie Time  
**POPCORN**





# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Recreation Department

**REQUESTOR:** Kelly Clark , Recreation & Beach Director

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Declaration of surplus items: tent

**EXPLANATION:** Requesting permission to declare the Truro Recreation Department's seasonal tent as worthy for disposal. The unit was purchased for less than \$1,000 in 2011 and has served the Department well for events, extra shaded space for the Summer Youth Program and visitors of Puma Park, etc. from June through September every summer until 8/4/15 when the unpredicted storm that came through Truro ripped the tent cover and bent nearly every post. There are no photos available because the tent was quickly determined to be a hazard in its current state and was disassembled for the safety of program participants and the general public.

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

**IMPACT IF NOT APPROVED:** Tent pieces that are not hazardous will continue to be stored.

**SUGGESTED ACTION:** *MOTION TO approve the declaration of the Recreation Department's tent as surplus so that it can be disposed of.*

**ATTACHMENTS:**

1. None.



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administrative Office

**REQUESTOR:** Nicole Tudor, Executive Assistant on behalf of Krystal Magata of Wounded Warrior Project.

**REQUESTED MEETING DATE:** September 15<sup>th</sup>

**ITEM:** Application for Permit for Organized Bike and Road Races for the Soldier Ride (adaptive cycling event) on Friday September 25<sup>th</sup> from 8:00am to 12:00pm commencing in Truro at the North Truro Air Base along Truro roads to the finish line in Provincetown.

**EXPLANATION:** The Soldier Ride will be held in Truro on Friday September 25<sup>th</sup> as a part of the Wounded Warrior Project. The completed Wounded Warrior Project Application for Permit for Organized Bike and Road Races has been approved by the Chief of Police, Fire Chief and DPW Director. Final approval is needed from the Board of Selectmen before the September 25<sup>th</sup> event.

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

**IMPACT IF NOT APPROVED:** On September 25<sup>th</sup>, 2015, the Soldier Ride will not be able to access town roads for their annual event from the North Truro Air Force Station on Old Dewline Road to South Highland Road and then onto Highland Road to Route 6.

**SUGGESTED ACTION:** *MOTION TO Approve the Bike and Road Race Application for the September 25<sup>th</sup> Bike Ride to benefit the Soldier Ride of the Wounded Warrior Project.*

### ATTACHMENTS:

1. Wounded Warrior Project –Soldier Ride- Bike and Road Race Application
2. Soldier Ride Route
3. Day 2 Road Race Route
4. Krystal Magata of Wounded Warrior Project 9/2/2015 Email



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666  
Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

## APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

Applicant: Krystal magata Email: Kmagata@woundedwarriorproject.org

Group Affiliation (If Any): wounded warrior Project

Mailing Address: 4899 Belfort Rd. Suite 300 City: Jacksonville State: FL Zip: 32256

Phone: 904.405.1117 (office) Cell Phone: [REDACTED]

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.):

adaptive cycling event for injured service men and women,  
approximately 65 participants (50 veterans + 15 staff members)

Streets &/or Roads to be Used:

please see attached map and cue sheet

Date(s) and Hours Race/Event:

Friday, September 25, 2015 8:00 am - 12:00 pm Day: 09.25.15

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]  
Signature of Applicant

09.02.15  
Date

Action by the Board of Selectmen:

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

\_\_\_\_ Approved as submitted

\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

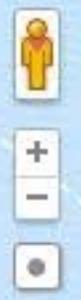
\_\_\_\_ Disapproved with the following reason(s): \_\_\_\_\_

Signatures of the Board: \_\_\_\_\_

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS**

<b>Health/Conservation Agent Signature:</b> <hr/> Comments/Conditions:  Permits/Inspections needed:	<b>Building Commissioner Signature:</b> <hr/> Comments/Conditions:  Permits/Inspections needed:
<b>Police Department Signature:</b> <i>Kyle Takajian</i> <hr/> Comments/Conditions:	<b>Fire Department Signature:</b> <i>Bruce</i> <hr/> Comments/Conditions:
<b>DPW Signature:</b> <i>Kevin Wally</i> <hr/> Comments/Conditions:	<b>Harbormaster Signature:</b> <hr/> Comments/Conditions:
<b>Beach Supervisor:</b> <hr/> Comments/Conditions:	<b>Other:</b> <hr/> Comments/Conditions:

DISTANCE  
**13.69 MI**



Elevation Show elevation chart



Support

*Soldier Ride: Boston - Provincetown (Day 2)*

*Start Location:*

*North Truro Air Force Station*

*Old Dewline Road*

*Truro, MA 02652*

*Begin at Old North Truro Air Force Station - Truro*

*Once out of the gate, go straight (West) on Old Dewline Road to South Highland Rd - Truro*

*Turn Right (North) onto South Highland Rd to Highland Rd - Truro*

*Turn Left (Southwest) onto Highland Rd to RTE 6 East (Grand Army of the Republic Highway) - Truro*

*Turn Left (South) for the RTE 6 East (Grand Army of the Republic Highway) on-ramp, merge onto RTE 6 East (Grand Army of the Republic Highway) to Snail Rd - Truro/North Truro/Provincetown*

*Turn Left (South) onto Snail Rd to Commercial St - Provincetown*

*Turn Left (East) into Harbor Hotel Provincetown Rear Parking Lot - Provincetown*

*WATER STOP: Harbor Hotel Provincetown (698 Commercial St, Provincetown, MA 02657): 10 minutes*

*From hotel parking lot, turn Left (South) onto Snail Rd to Commercial St - Provincetown*

*Merge Right (West) onto Commercial St to Provincetown Inn - Provincetown*

*Turn Left (East) into Provincetown Parking Lot - Provincetown*

*WATER STOP: Provincetown Inn (1 Commercial St, Provincetown, MA 02657): 10 minutes*

*Soldier Ride: Boston - Provincetown (Day 2)*

*From Provincetown Inn, turn Left (Southwest) to Province Lands Rd - Provincetown*

*Turn Right (Northwest) at traffic circle onto Province Lands Rd to RTE 6 - Provincetown*

*Merge Right (Northeast) onto RTE 6 to Shank Painter Rd - Provincetown*

*Turn Right (South) onto Shank Painter Rd to Bradford St - Provincetown*

*Turn Left (Northeast) onto Bradford St to Standish St - Provincetown*

*Turn Right (Southeast) onto Standish St to Commercial Street - Provincetown*

*Immediate Right (Southwest) onto Commercial St to Lopes Square - Provincetown*

*Immediate Left (South) onto Lopes Square to Ryders St Ext - Provincetown*

*Immediate Left (East) onto Ryders St Ext to MacMillan Pier - Provincetown*

*Immediate Right (Southeast) onto MacMillan Pier - Provincetown*

*End at the traffic circle at Provincetown Ferry Terminal - Provincetown*

*End Location:*

*MacMillan Pier*

*Provincetown, MA 02657*

**Agenda Item: 6G4**

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**From:** Krystal Magata <KMagata@woundedwarriorproject.org>  
**To:** ntudor@truro-ma.gov <ntudor@truro-ma.gov> **Cc:** Jerrell Williams <[REDACTED]>  
**Date:** 09/02/2015 04:10 PM  
**Attachments:**  FINALTownofTruroApplication.pdf (415 kB)  MapmyRide - Provincetown.JPG (140 kB)  
 Soldier Ride Boston - Day 2.docx (16 kB)  
**Subject:** Wounded Warrior Project - Soldier Ride: Boston 09.26.15

---

Good Afternoon, Nicole,

I am reaching out on behalf of the Wounded Warrior Project to schedule our 5th Annual Soldier Ride event taking place Friday, September 25, 2015. Soldier Ride is a Wounded Warrior Project initiative that provides adaptive cycling opportunities across the country to help injured service members restore their physical and emotional well-being.

I understand that you have been working with Jerrell Williams and have copied her on this email. This email will provide you with some additional information, so you have a clear idea and expectation of the ride. Attached to this email is a copy of the application for permit for organized bike and road races, map of route, and cue sheet for your reference.

Date: Friday, September 25, 2015

Time: 8:00 am - 12:00 pm (approximate time)

Number of Participants 65 cyclists (50 wounded warriors + staff)

The event will begin at the North Truro Air Force Station (Truro, MA 02652) and end at MacMillan Pier (Provincetown, MA 02657)

With every Soldier Ride event we like to request a rolling police escort as well as EMS assistance to ensure the safety of our warriors. A Wounded Warrior Project (WWP) Van will lead the bikes followed by a U-Haul carrying supplies.

We like to have the escort look something like this:

Lead cop car (vehicle 1) – WWP Van (vehicle 2) – Bikes – U-Haul (vehicle 3) – EMS (vehicle 4)

Below is a link to a short video of what soldier ride looks like:

<http://www.woundedwarriorproject.org/programs/soldier-ride/soldier-ride-video.aspx>

I would be happy to answer your questions and provide you with any additional information you may need. Please do not hesitate to reach out.

Thank you for your time and have a great Wednesday!

Thanks again,

Krystal

**KRYSTAL MAGATA**

*Soldier Ride®*

O: 904.405.1117

M: 904.570.0783

F: 904.296.7347

Wounded Warrior Project  
4899 Belfort Road, Suite 300  
Jacksonville, Florida 32256

[Facebook](#) | [Twitter](#) | [YouTube](#)  
[woundedwarriorproject.org](http://woundedwarriorproject.org)

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Choose Wounded Warrior Project in your Combined Federal Campaign (CFC) #11425.

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# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administrative Office

**REQUESTOR:** Nicole Tudor, Executive Assistant on behalf of Truro Board of Selectmen

**REQUESTED MEETING DATE:** September 15<sup>th</sup>

**ITEM:** The Board of Selectmen would like to honor the Wounded Warrior Project and the Soldier Ride event to be held in Truro Friday September 25<sup>th</sup> with a Proclamation.

**EXPLANATION:** The Soldier Ride will be held in Truro on Friday September 25<sup>th</sup> as a part of the Wounded Warrior Project. The Board of Selectmen would like to commemorate this occasion by declaring September 25<sup>th</sup> as Wounded Warrior Project Soldier Ride Day.

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

**IMPACT IF NOT APPROVED:** On September 25<sup>th</sup>, 2015, the Soldier Ride event sponsored by the Wounded Warrior Project will not be declared publicly as a proclaimed designated day in the town of Truro.

**SUGGESTED ACTION:** *MOTION TO Approve the Proclamation for the Wounded Warrior Project Soldier Ride declaring September 25<sup>th</sup> as Wounded Warrior Project Soldier Ride Day.*

**ATTACHMENTS:**

1. Wounded Warrior (Soldier Ride) Proclamation

*PROCLAMATION*  
*WOUNDED WARRIOR PROJECT SOLDIER RIDE*

*WHEREAS*, The Wounded Warrior Project began to assist the brave men and women soldiers who were severely wounded in Afghanistan and Iraq on their road to physical and psychological recovery; and

*WHEREAS*, Wounded Warrior Soldier Rides bring wounded warriors together to focus on healing and camaraderie, using cycling and bonds of military service to help deal with the emotional and physical wounds of war; and

*WHEREAS*, Soldier Ride is a wellness program of the Wounded Warrior Project, that uses peer support, adaptive sports and recreational activities to help wounded warriors achieve independence and a good quality of life; and

*WHEREAS*, the Wounded Warrior Project envisions a generation of veterans well-adjusted in body and mind, receiving the care they need to live active and healthy lives; and

*WHEREAS*, The liberty we enjoy as citizens of the United States is won and preserved at great cost, and every American owes our men and women in uniform a lasting debt of gratitude for their service; and

*WHEREAS*, Truro citizens are grateful for the extraordinary courage and personal sacrifices of our soldiers serving in Iraq and Afghanistan;

*THEREFORE*, the Truro Board of Selectmen do hereby officially designate September 25<sup>th</sup>, 2015 as Wounded Warrior Project Soldier Ride Day.

Signed on this Fifteenth Day of September Two Thousand and Fifteen.

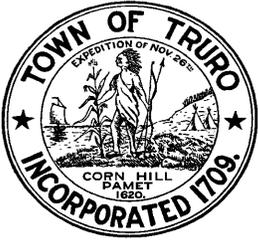
\_\_\_\_\_  
Paul Wisotzky, Chair

\_\_\_\_\_  
Janet W. Worthington, Vice-Chair

\_\_\_\_\_  
Maureen Burgess-Clerk

\_\_\_\_\_  
Jay Coburn

\_\_\_\_\_  
Robert Weinstein



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** September 15, 2015

**ITEM:** Review and Approve National Suicide Prevention Month for September

**EXPLANATION:** In recognition of National Suicide Prevention Month, the Cape and Islands Suicide Prevention Coalition is seeking to have September proclaimed "Suicide Prevention Month".

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

**IMPACT IF NOT APPROVED:** The Town of Truro will not be a participant in recognizing September as National Suicide Prevention Month.

**SUGGESTED ACTION:** *MOTION TO declare September as National Suicide Prevention Month and sign the proclamation.*

**ATTACHMENTS:**

1. Letter from Cape and Islands Suicide Prevention Coalition
2. Proclamation



July 28, 2015

To Whom It May Concern:

Each year, we lose around 35 Cape & Island residents to suicide. And for each of these suicide deaths, there are an estimate 6 additional people who are profoundly affected by that loss—like a parent, child, or spouse. Suicide is a public health issue in our communities; and it is preventable.

In recognition of National Suicide Prevention Month, the Cape & Islands Suicide Prevention Coalition is seeking to have September proclaimed “Suicide Prevention Month” or the week of September 6-13<sup>th</sup> named “Suicide Prevention Week” in all of the Cape and Islands towns.

We aim to recognize this painful and often hidden part our communities, to demonstrate our commitment to suicide prevention, and to send a message of hope to those struggling, grieving, or affected in any way by suicide. We know that by decreasing the stigma that surrounds suicide, we increase the likelihood that someone will reach out for help.

Please accept this proclamation request for the selectman’s agenda for an early September or late August meeting (Sample proclamation wording is attached) I appreciate your consideration of this request, and look forward to hearing from you.

Many thanks,

Kelly Welch  
Training and Event Coordinator  
CISPC

*PROCLAMATION*  
*SUICIDE PREVENTION MONTH*

*WHEREAS*, In the United States, one person dies by suicide every 12 minutes; and 112 people die by suicide each day in the U.S.; and

*WHEREAS*, suicide is the second leading cause of death for Massachusetts residents ages 15-34 and the suicide rate on the Cape and Islands is 1.4 times higher than the State average; and

*WHEREAS*, suicide is a tragic and disruptive event for families and communities ~ it is estimated that there are 5 million survivors who have lost a loved one to suicide; and

*WHEREAS*, suicide is a public health issue, it is a community problem and through education and awareness of the issue a great number of suicides can be prevented;

*THEREFORE*, we do hereby officially designate the month of September as “**SUICIDE PREVENTION MONTH**” in Truro, Massachusetts.

Signed on this Fifteenth Day of September in the Year of our Lord Two Thousand and Fifteen.

\_\_\_\_\_  
Paul Wisotzky, Chair

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Janet W. Worthington, Vice-Chair

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Maureen Burgess-Clerk

\_\_\_\_\_  
Jay Coburn

\_\_\_\_\_  
Robert Weinstein

# DRAFT

## Agenda Item: 6J

### **Truro Board of Selectmen Special Meeting, August 25, 2015 Town Hall Meeting Room**

**Members Present:** Chair Paul Wisotzky; Maureen Burgess, Jay Coburn, Robert Weinstein, Janet Worthington

**Present:** Town Administrator Rae Ann Palmer; Police Chief Kyle Takakjian

Chair Paul Wisotzky called the meeting to order at 4:00 p.m., and he assigned the questions to ask the candidates for Fire Chief.

#### **INTERVIEWS FOR FIRE CHIEF**

The Selectmen had spent the day with the two candidates before the formal interview at the meeting. Robert Church, candidate for Truro Fire Chief, outlined his career so far and answered the questions posed by the Board. The other finalist for the position of Fire Chief, Timothy Collins, addressed the same questions concerning how he would be a good fit for the Town of Truro.

*After a short break, the regular meeting resumed.*

The Board deliberated over their decision for Fire Chief and found both candidates highly qualified. A preference for Mr. Collins became evident, however.

Jay Coburn moved to hire Timothy Collins as Interim Fire Chief, contingent upon a reference and background check and prepare a contract. Robert Weinstein seconded, and the motion carried 5-0.

*The regular meeting began at 5:00 p.m. and was being tape.*

#### **FISCAL YEAR 2016 TAX CLASSIFICATION HEARING**

Paul Wisotzky read into record the announcement for the public hearing and opened the hearing. Deputy Assessor Cathy Fryxell. She mentioned the openings on the Board of Assessors. Ms. Fryxell reviewed the process for tax assessment. One method is by class, she said. It is possible to have a Commercial rate and a Residential rate, but Truro has always had one tax rate by the factor of 1, which the Board of Assessors recommends.

Chair Wisotzky closed the public hearing after calling for any public comment.

Jay Coburn moved to approve a Residential factor of 1 for tax classification. Maureen Burgess seconded, and the motion carried 5-0.

Jan Worthington moved to not grant an Open Space discount. Maureen Burgess seconded, and the motion carried 5-0.

Robert Weinstein moved to not grant a Residential exemption for taxes. Maureen Burgess seconded. Following a discussion of property taxes and values with an eye to new taxation strategies, the motion carried 5-0.

Janet Worthington moved to not grant a small business exemption. Maureen Burgess seconded, and the motion carried 5-0.

After a brief discussion of exemptions for affordable accessory dwellings, Ms. Fryxell said she will come back at another meeting with the report of the Excess Capacity Levy balance.

### **BOARD & COMMITTEE APPOINTMENTS**

*Paul Wisotzky recused himself from the meeting and had Janet Worthington act as chair.*

Mark Wisotzky came forward to discuss his interest in joining the Shellfish Advisory Committee.

Robert Weinstein moved to move to approve the appointment of Mark Wisotzky to the Shellfish Advisory Committee for a term ending June 30, 2017. Jay Coburn seconded, and the motion carried 4-0.

*Paul Wisotzky returned to the meeting and resumed chairmanship.*

Two applicants had applied for an opening on the Planning Board. The Planning Board and Selectmen will make a decision on the appointment at a joint meeting on September 8, 2015. Paul Kiernan and Richard Fishman were present for interviews with the Selectmen.

Paul Kiernan came forward and answered questions about his interest in returning to a position on the Planning Board. He answered their questions, gave his view on the role of the Planning Board, and related more about his experiences with that Board. He spoke strongly on the need for Affordable Housing.

Richard Fishman discussed his qualifications for serving on the Planning Board. He said communication, good listening skills and fairness were some of his strong points. He addressed cooperation between the Planning Board and Selectmen. Mr. Fishman said he was willing to make a commitment to the Planning Board schedule of meetings.

### **BOARD OF SELECTMEN ACTION**

Town Administrator Rae Ann Palmer explained the Kopelman and Paige Acknowledgement of Consent for the Review of a proposed Police Mutual Aid Agreement between Eastham, Provincetown, Wellfleet and Truro.

Jay moved to approve and sign the Consent for the Review of the Agreement for Police Mutual Aid between Eastham, Provincetown, Wellfleet and Truro. Robert Weinstein seconded, and the motion carried 5-0.

Police Chief Kyle Takakjian discussed the Police Mutual Aid Agreement for the Lower Cape towns. He explained what is covered in the agreement. It gives the Truro police officers the same power that the cross swearing-in with the neighboring towns previously provided.

Maureen Burgess moved to approve the Agreement for Police Mutual Aid between Eastham, Provincetown, Wellfleet and Truro and authorize the Chair to sign. Robert Weinstein seconded, and the motion carried 5-0.

Police Chief Kyle Takakjian presented two Quarterly Police Department Reports. He noted that the reports had been shortened since the Board receives weekly reports from the Police Department.

### **CONSENT AGENDA**

There were ten items on the Selectmen's Consent Agenda:

- A. Approval of Community Development Partnership's delegation of signatory authority to CDP's Fiscal and Operations Director Judith Valverde;
- B. Approval of the Agreement between the Town and Paul S. Kapinos & Associates, Inc., dba/pk Valuation Group;
- C. Approval of a bike and Road Race Application from Suzanne Thomas on behalf of the Town of Wellfleet for October 18, 2015 from 7 a.m. to 10 a.m.;
- D. Approval of the Lodging House License for the Moorlands for William Evaul, owner;
- E. Approval of the Use of Town Property Applications for Snow's Park and adjacent South Pamet Rd. and Pamet Park for AgFair-sustainable Cape on Sunday, September 6, 2015 from 6 a.m. to 6 p.m. and a One-Day Sunday entertainment from 10 a.m. 60 4 p.m. on September 6, 2015 at Snow's Park;
- F. Approval for Use of Town Property at Longnook Beach parking lot on September 12-13, 2015 from 5 to 10 p.m. for wedding parking;
- G. Approval of a One-Day Alcohol License for Pamet Harbor Yacht Club on September 12, 2015 from 5 to 10 p.m.;
- H. Approval of a One-Day Wine Sampling and Selling by the bottle for Truro Vineyards of Cape Cod LLC Farm Winery Product at the Truro AgFair on September 6, 2015;
- I. Approval of a Common Victualer License for Babe's Bakery, 69 Shore Rd., North Truro; and
- J. Approval of the BOS minutes of August 11, 2015.

Maureen Burgess made an amendment to the minutes of August 11, 2015. Robert Weinstein commented on Item E, the Use of Town Property on September 6, 2015, saying that that the last AgFair had created congestion in the downtown Truro area. The Town Administrator removed item F from the Consent Agenda.

Jay Coburn moved to approve the Action Agenda Items A through J with Item F removed and with an amendment to Item J, the minutes of August 11, 2015. Maureen Burgess seconded. With abstentions by Paul Wisotzky from Item G, Jay Coburn from Item A, and Robert Weinstein from Item E, the motion carried 5-0.

#### **SELECTMEN REPORTS AND LIAISON REPORTS**

Robert Weinstein, Paul Wisotzky and Jay Coburn had favorable comments on the Non-Resident Taxpayers' Association meeting which had focused on private and public roads; they said they would like to see that discussion continued in an open meeting. Maureen Burgess, Paul Wisotzky and Jay Coburn, who had held hours at the Farmers' Market, reported that Truro's had been recognized as one of three farmers' markets in the state that had received special recognition for its educational efforts. Maureen Burgess had attended the Water Resources Oversight Committee and the Friends of the Herring River Committee. She made announcements for a Science in the Seashore afternoon offered by the Cape Cod National Seashore and the Wounded Warriors event on September 25, 2015. Ms. Burgess recommended that Truro participate in the Wounded Warriors project with a possible proclamation. Paul Wisotzky said the draft Needs Assessment of the Truro Housing Authority had been prepared. Janet Worthington made the observation that the Harbor had been running well this summer.

#### **AGENDA FOR NEXT MEETING**

Town Administrator and the Board planned the agenda for the next meetings: a September 8, 2015 executive session and a joint meeting with the Planning Board the same day and the September 15, 2015 regular meeting. Agenda items for the September 29, 2015 meeting were also suggested.

#### **TOWN ADMINISTRATOR'S REPORT**

Town Administrator Rae Ann Palmer reported on a meeting with the Army Corps of Engineers and the Cape Cod National Seashore representatives for the Ballston Beach project and a possible source of funding for the project. She reported on HVAC issues at Town Hall. She said that the Transfer Station scales had worked out well. The Recreation Department's summer program and the Beach Department's work are now winding down after a successful season, according to the Town Administrator.

#### **ADJOURNMENT**

Jay Coburn moved to adjourn. Maureen Burgess seconded, and the motion carried 5-0. The meeting was adjourned at 7:08 p.m.

Respectfully submitted,

Mary Rogers  
Recording Secretary

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Paul Wisotzky, Chair

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Maureen Burgess, Clerk

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Jay Coburn

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Janet Worthington, Vice-chair

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Robert Weinstein

**Public Records Material of 8/25/15**

- 1.) Memo from Assessor's Dept. re: Tax Classification Hearing
- 2.) Mark Wisotzky's application for Shellfish Advisory Committee
- 3.) Applications of Paul Kiernan & Richard Fishman to serve on Planning Board
- 4.) Request to use of Kopelman & Paige for Review of Police Mutual Aid Agreement
- 5.) Two Quarterly Police Department Report
- 6.) CDP's letter of request delegating signatory authority to Lower Cape Cod Community Development Corporation
- 7.) Agreement between Town and Paul S. Kapinos & Associates
- 8.) Application for October 18, 2015 race
- 9.) Moorland's Lodging House License application
- 10.) Application for Truro AgFair 0/6/15 Use of Town Property
- 11.) Application for use of Town Property 9/ 12 & 13/15 at Longnook Parking Lot
- 12.) Pamet Harbor Yacht Club One-Day Alcohol License application for 9/12/15
- 13.) Truro Vineyard request for Special License on 9/6/15
- 14.) Application for Common Victualer's License for Babe's Bakery