

Select Board Meeting Notice AGENDA **AMENDED**



Date

February 20, 2024

Time

7:00 PM

Location

Bourne Veterans' Community Center
239 Main St., Buzzards Bay 02532
Or virtually (see information below)

Note this meeting is being televised, streamed or recorded by Bourne TV. If anyone in the audience is recording or videotaping, they need to acknowledge such at this time. Use of flash photography during Select Board meetings is prohibited.

If anyone from the public wishes to access the meeting, they can do so by calling the following conference line: **1-929-205-6099**

Zoom Meeting ID: 869 5775 5505

Password: BOURNE

The Zoom chat will not be monitored. Participants who wish to speak must raise the hand icon until the Chair asks them to unmute.

All items within the meeting agenda are subject to deliberation and vote(s).

7:00 PM Call public session to order in open session

1. Moment of silence to recognize our troops and our public safety personnel
2. Salute to the flag
3. Reading of the Select Board Vision and Mission Statements
4. Public comments on non-agenda items - Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. (Board members are unable to respond due to posting requirements of the Open Meeting Law).
5. Public Hearing: Application for Annual All Alcoholic Beverages On-Premises Common Victualler Liquor License for Grill & More located at 340 Main Street
6. Discussion regarding the 100th anniversary of the Fire Department
7. School Committee/School Department – request to use \$100,000 from the Special Education Reserve Fund to defray the costs of unanticipated special education tuition in FY24.
8. Consent Agenda:
 - a. ~~Appointment of Richard Kantor to the Historical Commission as a regular member with a term expiring June 30 2024~~
 - b. Appointment of Nicole Fox to the Community Engagements Committee as the Cultural Council Representative with a term expiring June 30 2024
9. Update: South Side Fire Station site selection & condition of accounts
10. Town Administrator's Report
11. Policy
 - a. Status review – goals and priorities for policy development
 - b. Revisions to the Town Seal
12. Minutes: none
13. Committee reports
14. Correspondence
15. Future agenda items
16. Next meeting dates: February 27: Sewer Commissioners
March 5 – no meeting – Election Day

TOWN CLERK BOURNE

FEB 16 PM 3:11

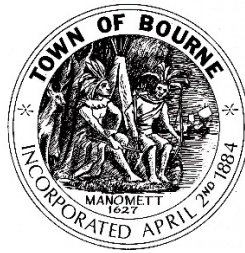
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March 12 & 19: Select Board

17. Adjourn

Reasonable accommodations for people with disabilities are available upon request. Please include a description of the accommodation you require, with as much detail as possible, and include a way we can contact you if we need more information. Please allow advance notice. Send an email to kthut@townofbourne.com or call the Town Administrator's Office at 508-759-0600 x1503

TOWN OF BOURNE

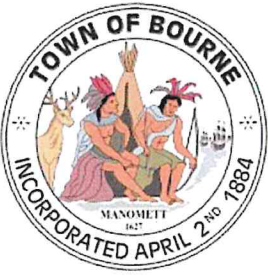


Vision

Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.

Mission

Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.



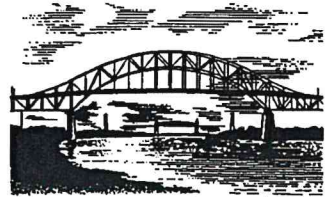
Town of Bourne Select Board



www.townofbourne.com



24 Perry Ave, Bourne, MA 02532



Public Hearing

ANNUAL ALL ALCOHOLIC BEVERAGES ON-PREMISE COMMON VICTUALLER LIQUOR LICENSE

In accordance with the Massachusetts General Laws, Chapter 138, Section 12, an application has been filed for an Annual All Alcoholic Beverages On-Premise Common Victualler Liquor License from Grill & More, Inc., Robert Youseff mgr located at 340 Main Street, Buzzards Bay, MA 02532.

Premise Description: Approximately 1800sft total with 2 bathrooms and 4 emergency exits. Kitchen area approximately 950sft. Main patron area is approximately 850sft with seating for 27 (11 bar seats, 16 table seats). Outside seating approximately 480sft with 6 tables (24 seats).

Said hearing will be held in person and on Zoom, on **Tuesday, February 20th, 2024** at 7:05 p.m. in the Bourne Veteran's Memorial Community Center, 239 Main Street, Buzzards Bay 02532.

Written comments may be submitted to the Select Board via email to msimone@townofbourne.com by Wednesday February 14, 2024, noon or real time comments can be addressed to the Select Board at the hearing in person or remotely utilizing the Zoom link or telephone number and password:

<https://zoom.us/join>

Meeting ID: 869 5775 5505

US Toll-free: 1-929-205-6099

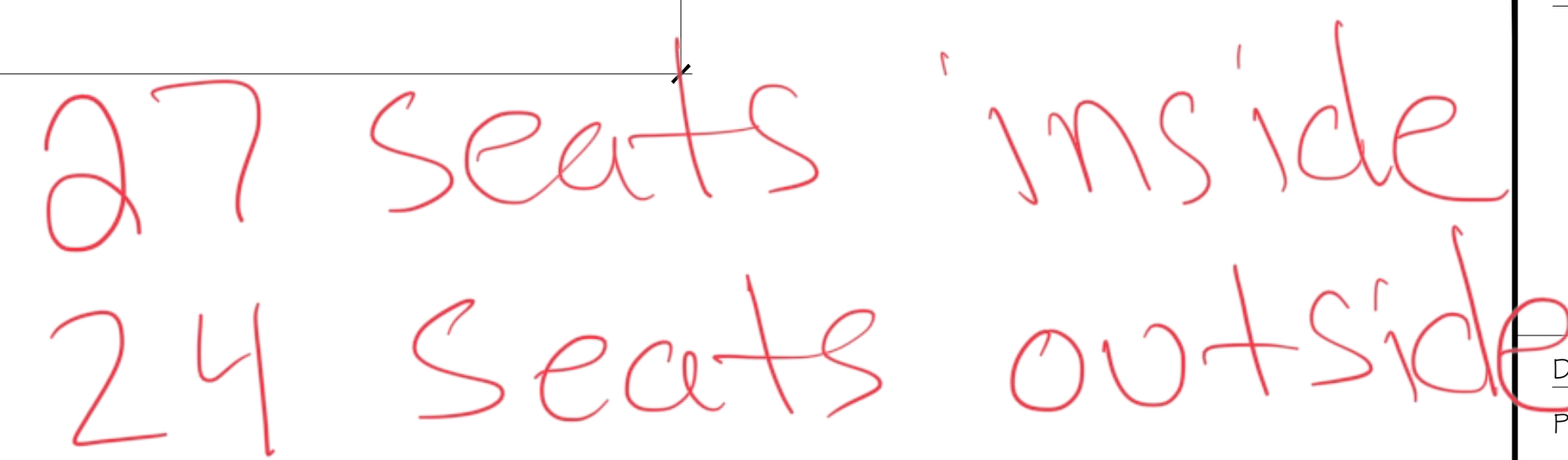
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Mary Jane Mastrangelo, Chair
Melissa Ferretti, Vice Chair
Ann Marie Siroonian, Clerk
Peter Meier
Jared MacDonald
Bourne Select Board/ Local Licensing Authority

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2024 FEB -7 AM 10:10
TOWN CLERK BOURNE

Publication: Bourne Enterprise

Publication date: Friday, February 9, 2024



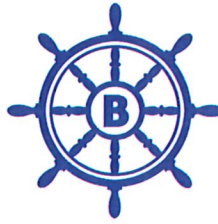
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B

ABCC New License Checklist

On File?	Document Title
√	\$200 Fee paid online through ABCC Payment Website
√	Monetary Transmittal Form
√	New Retail Application
√	Manager Application
√	Vote of the Entity
√	Business Structure Documents
√	CORI Authorization Form
√	Proof of Citizenship
√	Supporting Financial Records
√	Legal Right to Occupy
√	Floor Plan

Bourne Public Schools

36 Sandwich Road
Bourne, MA 02532
508.759.0660 (phone) - 508.759.1107 (fax)
www.bourneps.org



Dr. Kerri Anne Quinlan-Zhou
Superintendent
kzhou@bourneps.org

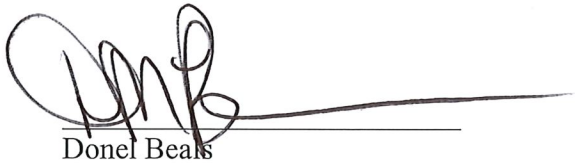
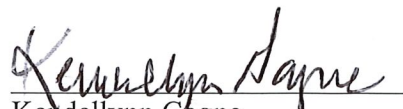

Celeste Sullivan
Executive Assistant for HR & Communications
csullivan@bourneps.org

CERTIFICATE OF VOTE

The undersigned members of the Bourne Public Schools School Committee hereby certify at a meeting said Committee held on Wednesday, February 7, 2024 at 6:30PM, a quorum of the School Committee being present and voting throughout, upon a motion duly made and seconded, it was unanimously

VOTED: to support \$100,000.00 be moved from the Town Special Education Reserve Fund to school FY24 budget to defray the costs of unanticipated special education tuition.

PER ORDER:
Bourne School Committee


Donel Beals
Emily G. Berry, Chair
Maureen E. Fuller
Kendellynn Gagne
Paul McMaster, Vice Chair
Kari MacRae
Kerrie Scofield, Secretary
MacKenzie McMaster, Student Rep.

Signed February 7, 2024

The Bourne Public Schools mission is to connect individual students and staff to their success; engage the community in new ways to facilitate student achievement; guarantee a relevant, viable curriculum for students; and assure universal accountability that supports the success of students.

From: [Marlene McCollem](#)
To: [Maria Simone](#)
Subject: FW: [bournema] BCEC (Sent by Nicole Fox, [REDACTED])
Date: Thursday, February 15, 2024 10:18:28 AM

Hi Maria:

Can you please reach out to Nicole and walk her through the process?

Thank you,
Marlene

From: Contact form at bournema [mailto:cmsmailer@civicplus.com]
Sent: Wednesday, February 14, 2024 4:48 PM
To: Marlene McCollem <mmccollem@townofbourne.com>
Subject: [bournema] BCEC (Sent by Nicole Fox, [REDACTED])

Hello mmccollem,

Nicole Fox ([REDACTED]) has sent you a message via your contact form (<https://www.townofbourne.com/user/7206/contact>) at bournema.

If you don't want to receive such e-mails, you can change your settings at <https://www.townofbourne.com/user/7206/edit>.

Message:

Hi Marlene,

I am the chair person for the Bourne Cultural Council. Kathy Fox Alfanzo has resigned her appointment in the BCEC and the Bourne Cultural Council voted to appoint me to the BCEC for the rep for the BCC. Please let me know if you need official documentation to support this transition.

||

Kathleen Thut

From: Michael Ellis
Sent: Friday, February 16, 2024 1:35 PM
To: Marlene McCollem
Subject: Condition of Accts
Attachments: SOUTHSIDE FIRE FY24.pdf; SOUTHSIDE FIRE ALL YEARS.PDF

Hi Marlene,

The one titled "All Years" goes back to the very first transaction. The FY24 pdf is just this year. The original appropriation was \$90,000 and then amended to add another \$300,000. The report that includes all years compounds the appropriation so it looks like we have 1.8 million available but we don't... Just a softright quirk. The total expenditures through today are \$218,551.92

Thank you and please let me know if you need anything else!

Mike

Michael Ellis

Town Accountant | Town of Bourne
24 Perry Avenue, Buzzards Bay, MA 02532
Phone: (508) 759-0600 Ext: 1315| **Fax:** (508) 759-8026

TOWN OF BOURNE

Condition of Accounts

From 07/01/2015 to 06/30/2024

FIRE ST FEASIBILITY STUDY-ATM MAY 2016-FACILITIES										
019301001979039633099999	PO #	Voucher	Invoice	Warr	Pkt #	Approp	Expended	Encumbered	Available	% Exp
05/02/2016BDAPP					23017	90,000.00	0.00	0.00	90,000.00	0.00%
07/01/2016BDCFW					23605	90,000.00	0.00	0.00	180,000.00	0.00%
10/19/2016APWAR		1521	1629144	GT16	8133	0.00	680.00	0.00	179,320.00	0.37%
06/30/2017EXENT					24805	0.00	-680.00	0.00	180,000.00	0.00%
07/01/2017BDCFW					25007	90,000.00	0.00	0.00	270,000.00	0.00%
07/01/2018BDCFW					26314	90,000.00	0.00	0.00	360,000.00	0.00%
08/31/2018EXENT					26354	0.00	550.00	0.00	359,450.00	0.15%
08/31/2018EXENT					26354	0.00	15.36	0.00	359,434.64	0.15%
12/19/2018EXENT					26812	0.00	3,000.00	0.00	356,434.64	0.99%
01/23/2019APWAR		2998	181208	GT30	9545	0.00	3,000.00	0.00	353,434.64	1.82%
02/20/2019APWAR		3396	190107	GT34	9580	0.00	3,000.00	0.00	350,434.64	2.65%
03/20/2019APWAR		3845	190208	GT38	9614	0.00	4,000.00	0.00	346,434.64	3.76%
05/07/2019BDAMD					27142	300,000.00	0.00	0.00	646,434.64	2.05%
05/15/2019APWAR		4809	BFSS 01	GT46	9695	0.00	5,000.00	0.00	641,434.64	2.81%
05/15/2019APWAR		4809	BFSS 02	GT46	9695	0.00	14,400.00	0.00	627,034.64	4.99%
05/15/2019APWAR		4780	190307	GT46	9695	0.00	4,000.00	0.00	623,034.64	5.60%
06/30/2019APWAR		5811	190506	GT53	9789	0.00	5,000.00	0.00	618,034.64	6.35%
07/01/2019BDCFW					27894	348,034.64	0.00	0.00	966,069.28	4.16%
07/10/2019APWAR		38	BFSS 03	GT02	9800	0.00	14,400.00	0.00	951,669.28	5.59%
07/24/2019APWAR		167	190407	GT04	9813	0.00	5,000.00	0.00	946,669.28	6.08%
10/02/2019APWAR		1342	BFSS 04	GT14	9899	0.00	14,400.00	0.00	932,269.28	7.51%
10/02/2019APWAR		1318	190706	GT14	9899	0.00	5,000.00	0.00	927,269.28	8.01%
10/23/2019APWAR		1716	BFSS 05	GT17	9928	0.00	14,555.00	0.00	912,714.28	9.45%
10/23/2019APWAR		1696	190606	GT17	9928	0.00	5,000.00	0.00	907,714.28	9.95%
10/23/2019APWAR		1696	190706	GT17	9928	0.00	5,000.00	0.00	902,714.28	10.44%
10/23/2019APWAR		1696	190806	GT17	9928	0.00	5,000.00	0.00	897,714.28	10.94%
10/30/2019APWAR		1810	20181647	GT18	9933	0.00	9,000.00	0.00	888,714.28	11.83%
12/11/2019APWAR		2661	BFSS 06	GT24A	9986	0.00	19,200.00	0.00	869,514.28	13.74%
01/29/2020APWAR		3210	190905	GT31	10029	0.00	5,000.00	0.00	864,514.28	14.23%
01/29/2020APWAR		3210	191205	GT31	10029	0.00	2,500.00	0.00	862,014.28	14.48%
01/29/2020APWAR		3210	191006	GT31	10029	0.00	5,000.00	0.00	857,014.28	14.98%
01/29/2020APWAR		3210	191105	GT31	10029	0.00	2,000.00	0.00	855,014.28	15.18%
06/17/2020APWAR		5174	71992	GT51	10169	0.00	1,500.00	0.00	853,514.28	15.32%
06/17/2020APWAR		5181	200206	GT51	10169	0.00	5,000.00	0.00	848,514.28	15.82%
06/17/2020APWAR		5181	200104	GT51	10169	0.00	2,000.00	0.00	846,514.28	16.02%
07/01/2020BDCFW					29070	228,479.64	0.00	0.00	1,074,993.92	13.06%
07/29/2020APWAR		179	INV0213983	GT05	10236	0.00	4,452.50	0.00	1,070,541.42	13.42%

TOWN OF BOURNE

Condition of Accounts

From 07/01/2015 to 06/30/2024

FIRE ST FEASIBILITY STUDY-ATM MAY 2016-FACILITIES											
019301001979039633099999	PO #	Voucher	Invoice	Warr	Pkt #	Approp	Expended	Encumbered	Available	% Exp	
08/12/2020 APWAR		PK ASSOCIATES, INC.	334	INV0213983	GT07	10253	0.00	4,452.50	0.00	1,066,088.92	13.78%
04/14/2021 APWAR		SABATT, CHARLES M.	3619	2295	GT42	10472	0.00	4,700.00	0.00	1,061,388.92	14.16%
07/01/2021 BDCFW		Article Carry Forward				30389	214,874.64	0.00	0.00	1,276,263.56	12.06%
12/08/2021 APWAR		FALMOUTH PUBLISHING CO.,	2148	83289	GT24	10689	0.00	75.92	0.00	1,276,187.64	12.07%
02/02/2022 APWAR		Shepherd Associates LLC	2992	12/30/2021	GT32	10738	0.00	2,650.00	0.00	1,273,537.64	12.25%
07/01/2022 BDCFW		FY23 Article Carry Forward				31710	212,148.72	0.00	0.00	1,485,686.36	10.69%
11/02/2022 APWAR		POMROY ASSOCIATES, LLC	1617	BFRP-001	GT19	11030	0.00	4,085.00	0.00	1,481,601.36	10.93%
11/16/2022 APWAR		POMROY ASSOCIATES, LLC	1737	BFRP-002	GT21	11040	0.00	5,415.00	0.00	1,476,186.36	11.26%
02/15/2023 APWAR		Saccoccio & Associates Inc.	2996	22085	GT34	11124	0.00	6,750.00	0.00	1,469,436.36	11.66%
04/19/2023 APWAR		FALMOUTH PUBLISHING CO.,	3859	97262	GT43	11190	0.00	66.00	0.00	1,469,370.36	11.67%
05/10/2023 APWAR		FALMOUTH PUBLISHING CO.,	4272	98398	GT46	11219	0.00	192.00	0.00	1,469,178.36	11.68%
05/17/2023 APWAR		Saccoccio & Associates Inc.	4316	22085-2	GT47	11228	0.00	1,575.00	0.00	1,467,603.36	11.77%
07/01/2023 BDCFW		Article Carry Forward				32830	194,065.72	0.00	0.00	1,661,669.08	10.54%
10/25/2023 APWAR		POMROY ASSOCIATES, LLC	4027	BFRP-007	GT18	11404	0.00	5,550.00	0.00	1,656,119.08	10.84%
10/25/2023 APWAR		POMROY ASSOCIATES, LLC	4027	BFRP-005	GT18	11404	0.00	1,900.00	0.00	1,654,219.08	10.94%
10/25/2023 APWAR		POMROY ASSOCIATES, LLC	4027	BFRP-006	GT18	11404	0.00	950.00	0.00	1,653,269.08	10.99%
10/25/2023 APWAR		POMROY ASSOCIATES, LLC	4027	BFRP-004	GT18	11404	0.00	950.00	0.00	1,652,319.08	11.05%
10/25/2023 APWAR		POMROY ASSOCIATES, LLC	4027	BFRP-003	GT18	11404	0.00	3,800.00	0.00	1,648,519.08	11.25%
11/01/2023 APWAR		Saccoccio & Associates Inc.	5015	22085-3	GT19	11409	0.00	5,175.00	0.00	1,643,344.08	11.53%
11/01/2023 APWAR		Axiom Partners Inc	5017	20437	GT19	11409	0.00	4,292.64	0.00	1,639,051.44	11.76%
019301001979039633099999							1,857,603.36	218,551.92	0.00	1,639,051.44	11.76%
Period Total							1,857,603.36	218,551.92	0.00		
9039 ATM MAY 2016 Ending Bal							1,857,603.36	218,551.92	0.00	1,639,051.44	
							1,857,603.36	218,551.92	0.00		
Dept 197 FACILITIES MANAGEMENT Ending Bal							1,857,603.36	218,551.92	0.00	1,639,051.44	
							1,857,603.36	218,551.92	0.00		
Fund 01 GENERAL FUND Ending Bal							1,857,603.36	218,551.92	0.00	1,639,051.44	
							1,857,603.36	218,551.92	0.00		
Grand Total							1,857,603.36	218,551.92	0.00	1,639,051.44	11.76%
							1,857,603.36	218,551.92	0.00		

TOWN OF BOURNE

2024 Condition of Accounts

From 07/01/2023 to 06/30/2024

FIRE ST FEASIBILITY STUDY-ATM MAY 2016-FACILITIES										
019301001979039633099999	PO #	Voucher	Invoice	Warr	Pkt #	Approp	Expended	Encumbered	Available	% Exp
07/01/2023 BDCFW			Article Carry Forward		32830	194,065.72	0.00	0.00	194,065.72	0.00%
10/25/2023 APWAR		4027	POMROY ASSOCIATES, LLC BFRP-007	GT18	11404	0.00	5,550.00	0.00	188,515.72	2.85%
10/25/2023 APWAR		4027	POMROY ASSOCIATES, LLC BFRP-005	GT18	11404	0.00	1,900.00	0.00	186,615.72	3.83%
10/25/2023 APWAR		4027	POMROY ASSOCIATES, LLC BFRP-006	GT18	11404	0.00	950.00	0.00	185,665.72	4.32%
10/25/2023 APWAR		4027	POMROY ASSOCIATES, LLC BFRP-003	GT18	11404	0.00	3,800.00	0.00	181,865.72	6.28%
10/25/2023 APWAR		4027	POMROY ASSOCIATES, LLC BFRP-004	GT18	11404	0.00	950.00	0.00	180,915.72	6.77%
11/01/2023 APWAR		5015	Saccoccio & Associates Inc. 22085-3	GT19	11409	0.00	5,175.00	0.00	175,740.72	9.44%
11/01/2023 APWAR		5017	Axiom Partners Inc 20437	GT19	11409	0.00	4,292.64	0.00	171,448.08	11.65%
019301001979039633099999						194,065.72	22,617.64	0.00	171,448.08	11.65%
Period Total						194,065.72	22,617.64	0.00		
9039 ATM MAY 2016 Ending Bal						194,065.72	22,617.64	0.00	171,448.08	
						194,065.72	22,617.64	0.00		
Dept 197 FACILITIES MANAGEMENT Ending Bal						194,065.72	22,617.64	0.00	171,448.08	
						194,065.72	22,617.64	0.00		
Fund 01 GENERAL FUND Ending Bal						194,065.72	22,617.64	0.00	171,448.08	
						194,065.72	22,617.64	0.00		
Grand Total						194,065.72	22,617.64	0.00	171,448.08	11.65%
						194,065.72	22,617.64	0.00		

TOWN OF BOURNE

Request for Proposals for the Purchase of Real Property

January 31, 2024

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Procurement Calendar

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Released	January 31, 2024	9:00 AM
Written Inquiries	February 14, 2024	2:00 PM
Proposals Due	March 1, 2024	11:00 AM

INTRODUCTION

The Town of Bourne, hereinafter referred to as the "Town" for the purpose of this Request for Proposal (RFP), seeks to purchase a parcel or parcels of land, with or without buildings thereon, for the purposes of constructing a new Bourne Fire & Rescue Substation within the Town limits, in the vicinity of :

- a. East of Shore Rd. Bourne
- b. North of Barlows Landing Rd
- c. West of Macarthur Blvd.
- d. South of Waterhouse Rd.

The Town has determined that this purchase is subject to Massachusetts General Law, Chapter 30B, and has issued this RFP for soliciting proposals from property owners.

Notice of this RFP is published in the Central Register, which is a weekly publication of the Office of the Secretary of State, and in the Cape Cod Times and Bourne Enterprise, which are newspapers with a circulation sufficient to inform the people of the affected locality. Additionally, this RFP is posted on the Town's website <https://www.townofbourne.com>.

The Bourne Select Board and Town Meeting must authorize the purchase of the real property selected under this RFP and appropriate funds, therefore. Any purchase and sales agreement entered into pursuant to this RFP will be subject to the Select Board's authorization from Town Meeting of the purchase and appropriation of the purchase monetary funds.

The successful property owner must be prepared to enter into a purchase and sale agreement within forty-five (45) days from the selection of the successful proposer substantially in the form of the Purchase and Sale Agreement attached hereto as Exhibit A. The Town may extend the date for execution of the Purchase and Sale Agreement for 90 days after the initial 45 days to accommodate its processing schedules. The closing will occur subsequent to the appropriation of funds at either a Special Town Meeting October 28, 2024 or no later than the Annual Town Meeting scheduled for May 5, 2025.

INSTRUCTIONS TO PROPOSERS

Failure to submit required forms may result in the rejection of the proposal. The Town reserves the right to waive any informality in the proposal or any details contained therein that do not exactly comply with the terms of this RFP.

- All proposals must be signed by the owner of the property, enclosed in an envelope that is sealed and plainly marked on the outside " Proposal for Property Purchase – Bourne Fire & Rescue Substation Project”."

- A proposal must be signed as follows:
 1. If the proposer is an individual, by him/her personally, or
 2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner, or
 3. If the proposer is a corporation, by the president/vice-president and the treasurer/assistant treasurer or any other authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed (see Attachment E).
 4. If an LLC, by the managing partner authorized to transact in real property.
- A proposal must include the following attachments:
 1. Information Form (Attachment A) properly completed and executed.
 2. Price Proposal Form (Attachment B) properly completed and executed.
 3. Non-Collusion and Tax Compliance Form (Attachment C) properly completed and executed.
 4. Disclosure of Beneficial Interest Form (Attachment D) properly completed and executed.
 5. Certificate of Vote Form (Attachment E) properly completed and executed, (for corporate owned property only).
 6. LLC Certificate of Authority (Attachment F) (if an LLC is property owner)
- Questions concerning this RFP must be submitted, via email by 2:00 PM on February 14, 2024, to Richard Pomroy @ rpomroy@pomroyassociates.com.
- The Town of Bourne may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection is in the best interest of the Town, and it may select the proposal that it deems to be in the best interest of the Town, notwithstanding that it may not be the lowest priced proposal, all in accordance with Chapter 30B.
- All terms of the proposals submitted in response to this RFP, including the price stated therein, must remain firm for six months (182 days) following the day of the proposal opening.
- If on the date and time of the submittal deadline Town Hall is closed due to an event such as fire, snow, ice, wind or building evacuation, the submittal deadline will be postponed until 11:00 AM on the next business day.
- By submitting a proposal, each proposer agrees that closing on the property submitted may not occur for one (1) year after the proposal submission date and agrees not to withdraw or otherwise alter its proposal due to lapse of time between proposal opening date and date of closing during the year following the opening of proposals.

SPECIFICATIONS OF DESIRED PROPERTY

The Town will consider the suitability of the proposed property, including but not limited to, factors relating to size of the property; anticipated response time for calls originating from the location, site access for vehicles and pedestrians; availability of parking; environmental conditions, wetlands, grading, drainage, soil conditions, and other conditions of the property; security of the surrounding area; availability and proximity to, and adequacy of, public utilities; compatibility with existing land uses on surrounding parcels; characteristics of any building(s) and other improvements on the property, and whether it/they would have to be demolished or would be used; cost of development for the intended use; and such other characteristics as it deems advisable depending on the particular property being addressed.

At a minimum, the property must satisfy the following criteria:

- The property must be located within Town limits, see general location above in the information section
- The lot must have direct street frontage on a major public roadway;
- The lot must be located outside of the Water Protection District, and outside of Flood Zone AE but can be located within Zone X.
- The proposal must include a copy of the latest deed for the property; a site plan or survey of the property should be included, if available;
- If there are any easements, right-of-way privileges, restrictions or liens encumbering the property, they must be clearly stated on the Information Form or an attachment thereto.
- Subdivision of larger parcels is acceptable and will be considered on par with stand-alone parcels. All zoning categories- business, industrial, residential - will be considered and are acceptable.
- Proposed property may be a single parcel or contiguous parcels.

The Town retains the right to waive, retain, adjust, modify, enforce, or not enforce any criteria stated herein as it sees fit in the best interest of the Town of Bourne.

SUBMISSION REQUIREMENTS

Town Hall, 24 Perry Avenue, Buzzards Bay, MA 02532-3441 must receive five (5) complete printed copies of each proposal, with all attachments. on or before the submission deadline of March 1, 2024 no later than 11:00AM. Bids will not be publicly opened. All proposals must be labeled " Proposal for Property Purchase – Bourne Fire & Rescue Substation Project"" and be mailed or hand delivered to the following address: Town of Bourne, 24 Perry Avenue, Buzzards Bay, MA 02532-3441

- Absent exigent circumstances beyond proposer's control, proposals received by the Town later than the Submission Deadline will be deemed non-responsive and will be rejected. (Any acceptance would be subject to Inspector General approval)
- All proposals will be date/time stamped as they are received, and the Town's date/time stamp will be controlling. No proposals will be accepted after submission deadline. Late delivery of materials due to any type of delivery system may be cause for rejection.
- Emailed or faxed proposals will be deemed non-responsive and will be rejected, regardless of the date/time received.
- The Town will not accept any information or materials submitted after the Submission Deadline unless said information or materials are provided in response to the Town's request for such information or materials.
- Submission requirements are strictly enforced. Proposers are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by mail or other delivery service.
- Prior to the Submission Deadline, proposers may correct, modify, or withdraw a proposal by written notice to the Town's Chief Procurement Officer at the address specified above. After the opening of proposals, a proposer may not correct or modify the price or any other provisions of its proposal in a manner prejudicial to the interests of the Town or fair competition as determined by the Inspector General of the Commonwealth of Massachusetts. No proposer may withdraw his proposal for a period of 365 days (one year) after the date and time set for the opening of the proposals.
- All proposals shall be unconditional.
- The Town reserves the right to request additional information from any and all proposers if it is deemed necessary in order to identify the most advantageous proposal.
- This RFP is issued pursuant to G.L. c. 30B, 16. The Town is interested in securing the property at the lowest responsible price. However, the Town reserves the right to award the purchase to the proposer offering the most advantageous combination of property characteristics and purchase price and shall not be required to award the purchase to the proposer offering the lowest price. The Town reserves the right to negotiate the purchase price and other terms with the selected proposer in a manner not prejudicial to fair competition. Any award is subject to obtaining the proper zoning and regulatory approvals to the extent any may be necessary to carry out the purposes of this RFP. Any award is also subject to the authorization and appropriation of the Town.
- The Town reserves the right to conduct site visits to verify the information provided in the proposals and to perform detailed evaluations of the property proposed prior to award. The proposer's failure to cooperate with the Town in this regard may result in rejection of the proposal.

RFP COMMUNICATIONS:

It is the sole responsibility of the proposer to ascertain the existence of any addenda and/or modifications disseminated by the Town, whether or not the same are mailed to, or received by, proposer. As this RFP has been published on the Town's website <https://www.townofbourne.com>.

All proposers are responsible for checking the Town's website for any addenda and/or modifications that are subsequently made to this RFP or the attachments.

The Town accepts no liability for and will provide no accommodations to proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Proposers may contact the Town's Chief Procurement Officer in the event this RFP is incomplete, or the proposer is having trouble obtaining any part of the RFP electronically through the Town's website, including, and without limitation, the proposal form, and attachments.

Proposers with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFP information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing and accommodation will be made by agreement.

All questions or inquiries concerning this RFP must be made in via email to [Richard Pomroy](mailto:rpomroy@pomroyassociates.com) at rpomroy@pomroyassociates.com . All inquiries received by 2:00 PM on February 14, 2024 will be considered. Questions may be delivered, mailed, or emailed. Written responses will be emailed to all applicants on record as having received this RFP.

EVALUATION CRITERIA

Evaluation of proposals will be based upon information provided in the proposals, obtained on site visits and from other generally available and verifiable information. The Town reserves the right to request clarification of proposal terms or additional information after the Submission Deadline.

Proposals will be evaluated based upon minimum and comparative criteria. Depending on the terms of the particular proposal, the Town may offer to purchase the property from the proposer who submits the most advantageous proposal based on consideration of the specified minimum and comparative criteria, and the price.

Minimum Criteria: Each proposal must meet all of the following criteria in order to be considered for further evaluation:

- Proposer must have good clear record and marketable title and be able to transfer same to the Town.
- Proposer must submit all required forms properly completed and executed.
- Proposer must submit all required explanations and documentation required herein.
- Proposer must meet all the material and mandatory terms and conditions of the form Purchase & Sale Agreement incorporated herein and attached hereto as Exhibit A and any of its reiterations.

Proposals that do not meet the Minimum Criteria may be judged non-responsive and, in such case, will not be reviewed further.

Comparative Criteria: Proposals that meet the Minimum Criteria listed above will be evaluated by the following Comparative Criteria:

Size of parcel

Highly Advantageous	Upland greater than 2 acres
Advantageous	Upland 1 acres or more but less than 2 acres
Not Advantageous	Upland is less than 1 acres.

Frontage on Town-Accepted or State Roadway

Highly Advantageous:	150 or more feet of direct frontage upon a town accepted public roadway or state road.
Advantageous:	75 to 150 feet of direct frontage upon a town accepted roadway or state road.
Not Advantageous:	Less than 75 feet of frontage on a town accepted roadway or state road, or the property does not have direct frontage on a town accepted roadway or state road.
Unacceptable	No "Unacceptable" designation

Right-Of-Ways, Easements, Restrictions

Highly Advantageous:	There are no right-of-ways or easements either over or under the property, or restrictions affecting the use of the property for the Town's intended purpose.
Advantageous:	There are right-of-ways or easements either over or under, or restrictions that affect, the property, but that do not interfere unreasonably with the Town's intended use of the property.
Not Advantageous:	There are right-of-ways or easements either over or under, or restrictions affecting, the property that materially affect the use of the property for the Town's intended use.
Unacceptable:	There are right-of-ways or easements either over or under, or restrictions affecting, the property that prohibit the use of the property for the Town's intended use.

Property Location/Response Time

Highly Advantageous:	Properties able to achieve a 4 minute response time and an 8 minute response time call rating equal to or greater than 70% and 90% respectively.
Advantageous:	Properties able to achieve a 4 minute response time and an 8 minute response time call rating between 60 and 70% and between 80 and 90% respectively.
Not Advantageous:	Properties able to achieve a 4 minute response time and an 8 minute response time call rating less than 60% and less than 80% respectively.
Unacceptable:	Not Used

EVALUATION AND SELECTION PROCESS

The Town may conduct site visits of properties offered for sale pursuant to this RFP. The proposer agrees to provide access to the Town and its consultants, contractors, agents, and representatives to the entire property during the site visit(s) and have someone present with knowledge of the site conditions to answer questions. The Town in the selection process will consider information obtained from site visits.

The Town, through its evaluation committee, will evaluate proposals in accordance with the evaluation criteria set forth in this RFP and will select the proposal most advantageous to the Town, taking into consideration the evaluation criteria and the price.

Any purchase and sales agreement entered into pursuant to this RFP will be subject to Town's authorization and appropriation.

TERMS OF PURCHASE

The Purchase and Sale Agreement to be executed between the Town and the successful proposer shall be substantially in the form of the Purchase and Sale Agreement attached hereto as Exhibit A, and shall include, at a minimum, the following mandatory terms:

- No down payment will be made upon execution of the Purchase and Sale Agreement. The Town will pay the entire purchase price, at closing, subject to customary and usual adjustments.
- The Town does not have a real estate broker representing it, and the seller must agree to defend, indemnify the Town against and hold the Town harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Town by any broker in connection with this transaction.
- On reasonable notice, the Town and its consultants, agents, employees, and representatives however characterized, will be granted access to the property to examine the property, including, without limitation, conducting surveys, soil tests and environmental investigations, and inspections of buildings and other existing structures. The seller shall grant reasonable access to the Town and its consultants, contractors, agents and representatives to the proposed property for such inspections and investigations.
- The property will be delivered vacant and free of all tenants, occupants, and personal property, unless specifically agreed to by both parties in writing.
- The seller shall deliver a good and sufficient quitclaim deed of the property running to the Town of Bourne, which deed shall convey good, clear record and marketable title to the property, subject only to those easements, restrictions and encumbrances

which are acceptable to the Town and do not interfere with the use of the property for its proposed municipal purpose.

- If the land is registered, the quitclaim deed must be in form sufficient to entitle the Town to an Owner's Certificate of Title, and the property owner shall deliver at closing all documents necessary to enable the Town to obtain a Certificate of Title and to satisfy all Land Court and registration requirements.
- The physical and environmental condition of the property and the improvements therein shall be entirely acceptable to the Town, in the Town's discretion, or the Town shall not be obligated to purchase the property. .
- The seller shall provide sufficient authority documentation, in recordable form, including, without limitation, as applicable, legal existence and good standing certificates from the Secretary of State, complete incumbency certificates and trustee's certificates, valid current vote(s)/resolution(s), direction of partners, members or beneficiaries, and other documentation reasonably required by the Town.
- Taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, 72A. Any taxes paid by the seller prior to the closing shall not be refunded.
- The Town shall have no obligation to purchase the property, and the Purchase and Sales Agreement will become null and void if, by way of example, and not limitation:
 1. The Town determines at any time prior to closing that the property and/or the improvements thereon are not suitable, for its specific needs.
 2. The information contained in the proposal proves to be inaccurate.
 3. It becomes unlawful for either party to execute the purchase and sale agreement or consummate the transaction.
 4. The Town fails to obtain approval and/or funding by an affirmative vote of the Town.
 5. The Town finds undisclosed hazardous waste or hazardous materials on the property.
 6. The Town fails to comply with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property.
 7. The property is damaged or destroyed by fire, vandalism, or other casualty, or all or part of the property is taken by eminent domain by any entity.
 8. The seller fails to waive relocation benefits under G.L. c. 79A and 760 CMR 27.03 for itself and all other tenants or other occupants of the property.
 9. The Town fails to obtain the proper zoning and regulatory approvals to the extent necessary to use and operate the property for the Town's intended purposes.

PROPOSAL TO SELL REAL PROPERTY TO
THE TOWN OF BOURNE

ATTACHMENT A

INFORMATION FORM *Page 1 of 2*

Property Street Address:_____ Map #_____ Parcel ID_____

Total sq. ft.:

Amount of Frontage on

(# of feet) (Name of Town accepted roadway)

- a. Describe valid easement rights over private way(s) leading to a public way duly laid out or accepted as such by the municipality or other government entity, including distance from property to public way and width of easement. Include deed references in the description, if attaching these details, indicate here:_____.

- b. Attach a copy of the current deed(s) with the Registry of Deeds Book and Page reference.

- c. Are there any structures on the property?

- d. Are there any right-of-way privileges or easements benefiting the property? If yes, please attach detailed explanation.

- e. Are there any deed restrictions? If yes, please attach detailed explanation.

- f. Attach a description of the and past uses of the property, including any history of the release or disposal of any oil or other hazardous materials on the property.

- g. Has the property been surveyed?_____ Date of survey: _____

PROPOSAL TO SELL REAL PROPERTY TO
THE TOWN OF BOURNE

ATTACHMENT A

INFORMATION FORM *Page 2 of 2*

- h. Is the property bounded by survey monuments?

- i. Include a Site Plan or Survey Plan of the property, if available.

- j. List Current Owner(s) name(s), address, preferred phone contact number, and email:

- k. List any liens or mortgages of record, including Registry Book and Page references:

PROPOSAL TO SELL REAL PROPERTY TO
THE TOWN OF BOURNE

ATTACHMENT B
PRICE PROPOSAL FORM

To the Awarding Authority:

- A. The Undersigned proposes to sell the property listed in this Response to the Town of Bourne's Request for Proposal to the Town of Bourne Massachusetts, for the price listed below in accordance with the terms and conditions of the Request for Proposals.

Property Address:

Assessors map and Lot Number:

Registry of Deeds Book and Page:

- B. The proposed sale price is dollars:

_____dollars

(\$ _____).

This price includes the parcel(s) and all amenities required by this RFP.

Date: _____

Name of Proposer:_____

Signature:_____

Business Address:_____

Town, State, and Zip: _____

Phone and Fax. Nos. _____

PROPOSAL TO SELL REAL PROPERTY TO
THE TOWN OF BOURNE

ATTACHMENT C (1)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature: _____

Print Name & Title: _____

Date: _____

PROPOSAL TO SELL REAL PROPERTY TO
THE TOWN OF BOURNE
ATTACHMENT C (2)

CERTIFICATE OF TAX
COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I
_____, authorized signatory for _____

Name of individual

Name of owner

Do hereby certify under the pains and penalties of perjury that said owner has complied with all laws of the Commonwealth of Massachusetts, and the Town of Bourne, relating to taxes, permit or other fees, reporting of employees and contractors, and

withholding and remitting child support.

Signature

Date

PROPOSAL TO SELL REAL PROPERTY TO
THE TOWN OF BOURNE

ATTACHMENT D

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, S 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction:

Town of Bourne
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: Sale

4. Seller(s):

Purchaser(s): Town of Bourne

(Note: This form must be included in the proposal submission)

PROPOSAL TO SELL REAL PROPERTY TO
THE TOWN OF BOURNE

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has, or will have a direct, or indirect beneficial interest in the real property, the names of all stock holders must also be listed except that, if the stock of the corporation is for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.*

Name	Address
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individuals (s) or organization (s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

**PROPOSAL TO SELL REAL PROPERTY TO
THE TOWN OF BOURNE**

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed name: _____

Title: _____

Date: _____

PROPOSAL TO SELL REAL PROPERTY TO
THE TOWN OF BOURNE

ATTACHMENT E
CERTIFICATE OF CORPORATE VOTE

At a duly authorized meeting, held on_____ the Board of Directors
of the_____it was VOTED, THAT

Name

Title/ Office

of _____ be, and hereby is, authorized to execute
contracts and bonds in the name, and on behalf of, said _____,
and affix its corporate seal hereto; and such execution of any contract or obligation in
the name of _____ on its behalf by such officer under seal
of _____, shall be valid and binding upon.

I hereby certify that I am the clerk of the above named _____
and that _____ is the duly elected officer as above of
said, _____ and that the above vote has not been amended or rescinded and
remains in full force and effect as of the date of this contract.

(Clerk)

(Date)

LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY
ATTACHMENT F

Re: Purchase and Sale of Property located at _____

This certificate is made as of the _____ day of _____, 2021,
by _____ Manager of _____ LLC, a
Massachusetts Limited Liability Company.

The undersigned Manager of _____ LLC, a Massachusetts Limited
Liability Company, being duly authorized to execute documents to be filed with Office of the
Secretary of State of Massachusetts, hereby does state as follows:

1. The Purchase and Sales Agreement between the Town of Bourne and
_____ LLC is approved, as is the purchase and sale of the
property described therein.
2. _____ is a Manager of _____ LLC.
3. _____ hereby is authorized to execute the Purchase and Sale
Agreement, deed(s), and associated documents between the Town of Bourne and
_____ LLC pertaining to the purchase and sale of the above property.

IN WITNESS WHEREOF, I have affixed my name as _____
of _____ LLC this _____ day of _____, 2021.

(name)

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2021
Then personally appeared the above-named _____ Manager of _____ LLC
identity proven to me by driver's license, and acknowledged the foregoing statements to be true
and the foregoing instrument to be his free act and deed and the free act and deed
of _____ LLC, before me,

Notary Public/Justice of the Peace

My commission Expires: _____

EXHIBIT A
(SAMPLE)
PURCHASE AND SALE AGREEMENT
(COMMERCIAL PROPERTY)

This Agreement is dated as of the _____ day of _____ 2021.

1. PARTIES. _____ a
Massachusetts, _____ having a principal office address of
_____ (hereinafter called the SELLER), to sell, and the
TOWN OF BOURNE, a Municipal Corporation in the Commonwealth of Massachusetts, acting
by and through its Board of Selectmen, with offices at 24 Perry Avenue, Buzzards Bay, MA
(hereinafter called the BUYER), agrees to buy, upon the terms hereinafter set forth, the Premises
as defined below.

2. DESCRIPTION. The land, with all buildings, structures and improvements thereon
located at, Bourne, Barnstable County, Massachusetts _____ (Bourne Assessors Map,
_____ Lot _____, as more particularly described in a deed dated _____
_____ and recorded in the Barnstable County (S.D.) Registry of Deeds in Book , Page _____
containing _____ S.F. and being shown as LOT _____ on Plan
Book _____, Page _____, copies of which are attached hereto as Exhibit "A" and
incorporated herein by reference. (hereinafter called the "PREMISES").

3. BUILDINGS STRUCTURES IMPROVEMENTS FIXTURES. Included in the sale as a
part of the Premises are the buildings, structures, and improvements thereon and used in
connection therewith. Excepting the personal property of the BUYER as set forth on Exhibit "C"
attached hereto and incorporated herein by reference.

4. TITLE DEED. The Premises are to be conveyed by a good and sufficient quitclaim deed
running to the BUYER or to the nominee designated by the BUYER by written notice to
SELLER at least seven (7) days before the deed is to be delivered as herein provided, which
deed shall convey a good and clear record, marketable and insurable title thereto, free from
encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery
of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement; and

(d) All easements, restrictions, and reservations of record to the extent the same do not interfere with the proposed use of the Premises.

5. PLANS. If the deed refers to a plan necessary to be recorded therewith, SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. PURCHASE PRICE. The agreed purchase price for the Premises is _____, payable as follows:

\$ 100.00 is paid herewith as a deposit;

\$ _____ is to be paid at the time of the delivery of the Deed by certified, Treasurer's or Attorney's IOLTA check.

\$ _____ TOTAL

7. TIME FOR PERFORMANCE/DELIVERY OF DEED. The deed is to be delivered and the closing is to take place on or _____ before 2021, at 10:00 a.m. (the "Closing Date"), at the Town of Bourne, 24 Perry Ave, Bourne, MA 02532 or at such other location as shall be mutually agreeable to the parties. IT IS AGREED THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT.

8. POSSESSION AND CONDITION OF THE PREMISES. Full possession of the Premises, is to be delivered at the time of the delivery of the deed, the Premises to be (a) then in the same condition as they now are, reasonable use and wear thereof excepted; (b) in compliance with the provisions of any instrument referred to in Section 4 hereof; and (c) not in violation of any building or zoning laws. BUYER shall be entitled to an inspection of the premises prior to the delivery of the deed in order to determine whether their condition complies with the terms hereof.

9. EXTENSION TO PERFECT TITLE OR MAKE THE PREMISES CONFORM. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then, SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days to allow the SELLER to undertake such efforts.

10. FAILURE TO PERFECT TITLE OR MAKE THE PREMISES CONFORM. If at any point during such extended time SELLER shall have failed so to remove any defects in title, deliver possession or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded, except as provided for

herein, and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE. BUYER shall have the election, at either the original or during any extended time for performance, to accept such title as SELLER can deliver to the Premises in their then condition and to pay the purchase price without deduction (except as otherwise provided herein), in which case SELLER shall convey such title.

12. ACCEPTANCE OF DEED. The acceptance of a deed by BUYER or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed except such as are, by the terms hereof, to be performed after the delivery of the deed.

13. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable SELLER to make conveyance as herein provided or to cause the condition of the Premises to conform to the provisions hereof, SELLER shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests or to cause the condition of the Premises to conform to the provisions hereof, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or within a reasonable time thereafter in accordance with local customs.

14. INSURANCE. Until the delivery of the deed, SELLER shall continue to maintain the insurance that is currently in effect with respect to the Premises.

15. RISK OF LOSS. . Notwithstanding anything to the contrary contained within this Agreement, in the event of a fire or other casualty (occurring any time after the date of this Agreement) causing damage to the premises, then, at the sole and absolute option of the BUYER, he may cancel this Agreement, without recourse to the parties, at which time the same shall become null and void, and, all deposits held hereunder shall be returned to the BUYER.

16. ADJUSTMENTS. Real estate taxes, outstanding water and sewer charges, fuel value and other items shall be apportioned as of the day of performance of this Agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by BUYER at the time of delivery of the deed. Taxes for the then current fiscal year shall be adjusted in accordance with M.G.L. c. 59, 72A. Any taxes paid by SELLER prior to the closing shall not be refunded. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

17. BROKERAGE WARRANTY. The parties hereby agree that no real estate brokers are involved in this transaction and both parties hereby agree to indemnify and save harmless the other party from and against all claims for commissions, broker's fees/finder's fees made by any person actually retained by such party or with whom such party has dealt in connection with said property or this transaction. The provisions of this paragraph shall survive delivery of the deed.

18. DEPOSIT. The Deposit shall be held in by the BUYER, (as "Escrow Agent") subject to the terms and conditions of this Agreement and shall be duly accounted for on the Closing Date. If any dispute arises between the parties as to whether or not the Escrow Agent is obligated to deliver the deposit, the Escrow Agent is not obligated to make any delivery, but may hold the funds until receipt of a written authorization signed by all persons having an interest in the dispute, directing the disposition of the funds. In the absence of a written authorization, the Escrow Agent may hold the funds until the rights of the parties have been finally determined in an appropriate proceeding from a court of competent jurisdiction.

19. TITLE STANDARDS. Any matter of practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association for Massachusetts shall be governed by such standard to the extent possible. Any title matter which is the subject of a title standard of the Real Estate Bar Association for Massachusetts at the time of the delivery of the deed shall be governed by said title standard to the extent applicable.

20. BUYER DEFAULT DAMAGES The parties have agreed that in the event of default by BUYER hereunder, the precise amount of damages suffered by SELLER will not be readily ascertained and, accordingly, that if BUYER shall fail to fulfill BUYERS' agreements hereunder, the SELLER shall be entitled to retain all deposits as liquidated damages, and this Agreement shall be null and void.

21. AFFIDAVITS/CERTIFICATES. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) Affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters, and SELLER shall indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER'S United States taxpayer identification number, that SELLER is not a foreign person, and SELLER'S address (the " 1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to back-up withholding; and (d) Such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or the BUYER'S title insurance company to complete the transactions described in this Agreement.

22. BUYER INSPECTION RIGHTS. BUYER or BUYER'S representatives, consultants, engineers, and/or agents shall have the right, at any time, to enter the premises at BUYER'S own risk for the purposes of conducting surveys, inspections and tests, and environmental site assessments, including testing building, mechanical, and plumbing systems of the building on the premises or for any and all investigations leading to the demolition of the existing building and construction of a new building including but not limited to the following due diligence: building, structural, mechanical, electrical, zoning compliance, environmental, plumbing and anticipated

build-out requirements by the BUYER. BUYER, to the extent permitted by law, shall hold SELLER harmless against any claim by BUYER of any harm to BUYER arising from said entry and shall restore the premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied with the condition of the premises and/or the building thereon and on not having found on the premises any hazardous waste or hazardous material. In the event hazardous waste or hazardous material is found, or BUYER is not satisfied with the condition of the premises or the building, BUYER shall have the right, to be exercised in its sole and absolute discretion, to (a) terminate this agreement, whereupon all the rights and obligations of the parties shall cease, or (b) provide SELLER with the option, to be exercised in SELLER'S sole discretion, to repair the condition of the premises/building and/or remediate such hazardous condition, with SELLER paying all of the costs of repair/remediation. If BUYER requests SELLER to repair the premises/building and/or remediate the hazardous condition, and SELLER elects to undertake the same, BUYER shall perform under the terms of this agreement, provided, however, that SELLER repairs the premises/building to BUYER'S reasonable satisfaction and/or remediates the hazardous condition within a reasonable time and in full compliance with all applicable laws, rules, and regulations; otherwise this agreement shall be null and void and of no further effect between the parties. Nothing herein shall affect BUYER'S rights under this agreement to walk through and inspect the premises at any time prior to the delivery of the deed.

If the results of any such test or BUYER'S other engineering, architectural or other examinations concerning the property are unsatisfactory to BUYER, in BUYER'S sole and absolute discretion, then BUYER may terminate this Agreement by providing written notice of such unsatisfactory results to the SELLER, by _____ 2021, whereupon this Agreement shall be terminated without further recourse to either party and the deposit shall be forthwith refunded to the BUYER.

23. LIABILITY OF TRUSTEE SHAREHOLDER BENEFICIARY. If SELLER or BUYER execute this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER nor BUYER so executing, nor any trustee, shareholder or beneficiary of any trust, partner of any partnership or member of any limited liability corporation shall be personally liable for any obligation, expressed or implied, hereunder.

24. OTHER WARRANTIES AND REPRESENTATIONS. BUYER and SELLER agree that they have incorporated in this Agreement their entire understanding and that no oral statement or prior written statement made by either of them or by any other person extrinsic to this Agreement shall have any force or effect. BUYER agrees that BUYER is not relying on any representations, oral or written, concerning the age, condition, workmanship or suitability of the Premises or any part thereof for any purposes made by any person, other than those representations expressly set forth in this Agreement or in other documents expressly made a part hereof.

25. CONSTRUCTION OF AGREEMENT. instrument, executed in triplicate is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and

26. NOTICES. All notices and other communications or deliveries that are required or permitted to be given hereunder shall be given in writing, by facsimile transmission with a copy following in the United States mail, or be registered or certified mail, return receipt requested, or by generally recognized overnight delivery, or by hand and if intended for BUYER, addressed to them at the address set forth above:

If intended for SELLER, addressed to it at the address set forth above, or to such other address established by like notice.

All such notices and communications shall be effective when so deposited in the United States mail or with such overnight delivery carrier, provided that the same are received in the ordinary course at the address to which the same are mailed or sent pursuant to the foregoing.

- i. All buildings, structures and improvements including but not limited to any driveways, garages and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entities.
- ii. No building, structures or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
- iii. title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title

Association form currently in use, containing no exception for any matter not expressly permitted by this Agreement;

- iv. The premises shall abut or have access to a public way which public way is duly laid out or accepted as such by the Town or town in which said premises are located; and
- v. The premises are equipped with all necessary utilities, including without implied limitation municipal water and sewer, electricity wiring for telephone service, and the Premises are not in a flood zone.

28. ESCROW FUNDS. In the event of a disagreement relative to the disbursement of escrow funds as referenced in this Purchase and Sale Agreement, the escrow agent may retain all deposits made under this Agreement and distribute same upon instructions mutually agreed upon and given by the SELLER and BUYER or upon issuance of a final and binding judgement entered by a court of competent jurisdiction. A disagreement shall be defined as the lack of instructions mutually given by all parties.

29. PRIOR MEMORANDUM OF THE PARTIES This Agreement supersedes any and all other agreements made prior hereto, including any memorandums or letters of intent dated prior by and between the BUYER and SELLER with respect to the transaction contemplated hereby which is hereby superseded and made void and without recourse to the parties hereto.

30. LEGAL COUNSEL. BUYER and SELLER acknowledge that they have each been advised of the importance of seeking legal advice prior to signing this Agreement, and each acknowledges that they have been afforded the opportunity to confer with legal counsel of their choice prior to signing this Purchase and Sale Agreement.

31. WARRANTIES AND REPRESENTATIONS. In order to induce BUYER to enter into this Agreement, SELLER warrants and represents to BUYER, effective as of the date of this Agreement and also effective as of the date of closing, that:

- (a) There are no lawsuits, actions or proceedings pending or threatened in writing against or affecting the Premises.
- (b) There are no outstanding violations of any environmental, building, health or other applicable local, state or federal laws, rules, ordinances, regulations, permits and requirements of public authorities having jurisdiction over the Premises, or any state of facts that could ripen into any such violations;
- (c) No work has been performed on the Premises which would give rise to the filing of a mechanic's lien, nor there be any such lien filed against the Premises for work performed or goods

or services provided to, on behalf of or with the consent of SELLER between the date hereof and the closing date;

(d) To the best of SELLER'S knowledge, SELLER holds good and clear, record and marketable title to the Premises in fee simple, and SELLER has not granted any options, rights of first refusal, or other contracts have been granted or entered into which give any other party a right to purchase or acquire any interest in the Premises;

(e) SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;

(f) SELLER has no present knowledge of and will disclose and deliver all received written notices of, any planned or threatened condemnation or eminent domain proceedings with respect to the Premises;

(g) This Agreement has been duly authorized by all requisite action is not in contravention of any law or organizational documents and this Agreement has been duly executed by a duly authorized officer of SELLER;

(h) To the best of SELLER'S knowledge, SELLER'S execution of this Agreement does not violate any other contracts, Agreements, or any other arrangements of any nature whatsoever that SELLER has third parties.

(i) To the best of SELLER'S knowledge, information and belief, (i) SELLER has not received notice of any release of any hazardous materials or oil on, from or near the Premises (as used in this Agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21 E), (ii) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (iii) chlordane has not been used as a pesticide on the Premises;

(j) SELLER has received no notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence of any hazardous materials at the Property in violation of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. 9601, et seq. (CERCLA), or any similar federal, state or local statute, rule or regulation; and

(k) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by SELLER.

SELLER will not cause nor, to the best of SELLER'S ability, permit any action to be taken which would cause any of SELLER'S representations or warranties to be false as of closing, and in any event shall notify BUYER of any change in these representations and warranties. SELLER'S representations and warranties shall survive the closing and the delivery of the deed.

32. FOREIGN PERSON. SELLER hereby warrants and represents to BUYER that SELLER is not a "foreign person" as defined by the Internal Revenue Code, Section 1445, and agrees to execute and deliver to BUYER at closing, an affidavit or certificate in compliance with Section 1445 (b) (2) and the applicable regulations thereunder.

33. ACCESS. The BUYER shall have continuing access to the premises at reasonable times and upon reasonable notice for inspections, arranging financing, measurements, and other reasonable purposes.

34. PERMITS/LICENSES ETC. CONTINGENCY Agreement is subject to and contingent upon our client receiving and/or obtaining all necessary local, state and/or federal approvals, permits and licenses which allow for the use of the property for a Public Safety (Fire) station. In the event that the BUYER is unable to obtain said approvals, after the expiration of all appeal periods, by July 30, 2018, then the BUYER shall have the option to terminate the Agreement by written notice to the SELLER, said notice to be dated on or before said date, and the deposit shall be forthwith refunded to the BUYER.

35. SELLER COOPERATION. SELLER agrees to cooperate in a reasonable manner with the BUYERS' efforts to obtain any necessary approvals, permits, etc., including the execution of any reasonably requested application, petition or document.

36. UNDERGROUND STORAGE TANKS: The SELLER hereby warrants and covenants, to the best of his knowledge and belief, that there are no underground storage tank (UST) located on the property and agree to hold the BUYER harmless from the existence of same. This clause shall survive delivery of the Deed.

37. HAZARDOUS MATERIALS. SELLER shall provide BUYER with information of any past or current release or threat of release, or the presence of "hazardous materials" and "oil" on the Premises, as such terms are defined in G.L. c. 21 E, and copies of all environmental tests, studies, and assessments relating to the Premises and copies of all notices of noncompliance or responsibility received from the Department of Environmental Protection or any other federal, state, or local governmental body. The provisions of this paragraph shall survive the delivery of the deed.

38. CONTINGENCIES. BUYER'S performance hereunder is, at BUYER'S option, expressly subject to the following conditions:

(a) BUYER obtaining a favorable vote authorizing the BUYER to acquire the premises for the consideration stated herein and upon the terms set forth in this offer and authorizing the appropriation of sufficient funds for that purpose;

(b) BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property;

(c) SELLER shall have complied with the disclosure provisions of G.L. c.7C, {38, and SELLER and BUYER agree to diligently pursue full compliance with said statute. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7C, 538;

(d) SELLER shall have obtained written waivers of any right to claim relocation benefits under the provisions of G.L. c.79A and 760 CMR 27.03 from all occupants of the Premises and SELLER shall represent and warrant in writing at closing that all such waivers have been provided as to all occupants. SELLER hereby agrees to waive any rights SELLER may have to relocation benefits under the provisions of M.G.L. c. 79A; Furthermore, SELLER shall defend, indemnify and hold BUYER harmless as to any claim for relocation benefits or payments brought against BUYER by any former or present occupant (or future occupant between now and the Closing Date) of the Premises and pay any costs incurred by BUYER resulting from any such claim. The provisions of this paragraph are expressly agreed to survive the delivery of the deed;

(e) BUYER shall have inspected the Premises and SELLER'S title to the Premises and be satisfied with the condition thereof, in its sole and absolute discretion; and

(f) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

Provided, however, that if any of the foregoing conditions are not satisfied by

_____ 2021, BUYER shall have the option of extending the closing date until such conditions are satisfied, and further provided that the closing date shall not be extended beyond

_____ 2021, provided that BUYER shall give SELLER days written notice of its exercise of this option prior to the closing date and shall give SELLER seven (7) days written notice of the new closing date.

(g) In the event any of provisions 38 (a) through (f) are not met, at the option of the BUYER, the deposit shall be forthwith refunded to the BUYER and this Agreement shall be null and void the parties having no further recourse hereunder.

39. EXTENSIONS. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

40. ERRORS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if

not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

41. CAPTIONS. The captions and headings throughout this agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this agreement, nor in any way affect this agreement, and shall have no legal effect.

42. Seller Corporate Deliveries

This Agreement is also made subject to the following additional provisions:

- (a) The SELLER agrees to provide the BUYER with a Certificate of Good Standing for the corporation from the Commonwealth of Massachusetts, Office of the Secretary of State, prior to closing, in recordable form.
- (b) The SELLER agrees to provide the BUYER with a Certificate of Good Standing for the corporation from the Commonwealth of Massachusetts, Department of Revenue, prior to closing, in recordable form.
- (c) The SELLER agrees to provide the BUYER with a Corporate Excise Tax Waiver, prior to closing, in recordable form.

SEE NEXT PAGE FOR SIGNATURES

THIS AGREEMENT IS EXECUTED AS A SEALED INSTRUMENT AS OF THE DAY AND DATE SET FORTH ABOVE.

SELLER:

Witness

Witness

BUYER:

Town of Bourne acting by and through its Board of Selectmen,

Witness

Mayor

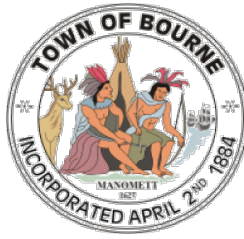
ESCROW AGENT:

Approved as to form:

By: _____

Town Counsel

Rank	#		Date identified for SB/BOSC Last		Status	Next Steps	By who	Next Step Projected Date	Target Completion
			review	discussed					
1	1	Human Resource - comprehensive redrafting of current Employee Handbook	GOAL	2/14/2023	Staff review in conjunction with the Collins Center	Draft policies	TA/HR	TBD	
2	2	Financial Policies Comprehensive Review	GOAL	2/6/2024	1st Draft Distributed to Stakeholders for comment	Select Board 1st Reading	SB	3/19/2024	
3	3	Rules of Procedure - All Sections	4/18/2023	2/13/2024	APPROVED	Complete			
4	4	Acceptance of Private Roads	2/18/2023	1/16/2024	TA/Staff/PSub working on suggested changes	2nd Reading	SB	3/12/2024	
5	5	Curbside Trash and Recycling	2022	1/23/2024	APPROVED	Complete			
	6	Plowing of Unaccepted Roads	4/18/2023		Policy not required - ByLaw guides private roads eligible under bylaw laid out under subdivision control law				
6	7	Special Events Policy	2/14/2023	2/6/2024	APPROVED	Review of Fees TBD			
7	8	BOSC -FOG Management	8/29/2023	11/21/2023	APPROVED	Complete			
8	9	BOSC - Sewer Abatement Policy	10/24/023	1/30/2024	Staff reviewing to finalize draft and amend Sewer Regs to include	Revised Draft	BOSC	2/27/2024	
9	10	Marijuana License policy and procedures	GOAL 11/6/2023	2/6/2024					
10	11	Liquor License policy and procedures	4/4/2023	2/6/2024	SB needs to deliberate on policy	Agenda item for deliberation			
11	12	Aquaculture license policy and procedures	1/16/2024	2/6/2024	Shore and Harbor discussing recommendations				
		IT user policy		2/14/2023	On Hold pending HR policy			TBD	
		Code of Conduct Policy			On hold for prioritization			TBD	
		Policy on RME for CWMP	2/14/2023	2/14/2023	On Hold for CWMP			TBD	
		Sale and Disposal of Town Property	5/1/2017	2/14/2023	On hold for prioritization			TBD	
		Memorials	2/14/2023	2/14/2023	Request for less that 5 years - On hold for prioritization			TBD	
		Blight Bylaw	2022	2/14/2023	On hold for prioritization			TBD	



Select Board's Correspondence

February 16, 2024

- A. Materials from Cape Light Compact's DPU 24-15 Energy Affordability meeting
- B. Richard Kantor talent bank form
- C. Upper Cape Tech minutes 1.11.24
- D. Buzzards Bay Action Committee update & grant information

Cc: Margaret Song; Briana Kane; Meredith Miller; Jason Bertrand
Subject: Materials from Cape Light Compact's DPU 24-15 Energy Affordability Stakeholder Meeting
Attachments: CLC Input Session for Feb 6 re DPU 24-15 .pdf; Zoom poll summaries.pdf

Good Evening Everyone

I hope everyone enjoyed this lovely sunny day.

I would like to thank everyone who participated in this week's discussion on Department of Public Utilities (DPU) Residential Energy Affordability docket (DPU 24-15).

Attached is the introductory presentation and the results of the poll on questions posed during the meeting.

The Cape Light Compact will be preparing written comments for submittal in this docket on or before the March 1, 2024 deadline. As I noted during the meeting, the Compact will share our comments. Please feel free to utilize some, or all, of the issues raised by the Compact in your letter.

If you have any questions about DPU 24-15, please let me know.

Maggie

Margaret T. Downey
Administrator
Cape Light Compact JPE
261 Whites Path, #4
South Yarmouth, MA 02664
mdowney@capelightcompact.org





*Your Trusted, Local
Energy Resource*

Department of Public Utilities 24-15 Energy Affordability Inquiry CLC session for input

**February 6, 2024, 8:30am-12noon
DRAFT**

CLC Staff

- Maggie Downey, Compact Administrator
- Margaret Song, EE Strategy and Policy Manager
- Briana Kane, Residential and C&I Program Manager
- Meredith Miller, Senior EE Analyst Income Eligible



Session Order

- Introduction
- Energy Affordability - How it Currently Works
 - Income Eligible Energy Efficiency (EE) Retrofit Program
 - Other Related Services
 - Shut Off Protection
 - Percentage-of-Income Payment Plans
- DPU Questions for Input
- Session Wrap Up and Next Steps



Income Eligible (IE) Energy Efficiency Retrofit Program

- *Individual Eligibility**
 - For customers with income 60% or less of state median income (SMI)
 - Customers are qualified in 1 of 3 ways
 - Must be on the electric discount rate with Eversource or
 - Fuel Assistance (FA) or
 - Income verified directly by CLC (*n/a for nat. gas customers*)
- *All measures are direct install and covered 100%*
 - Weatherization, appliance upgrades, heat pumps, heat pump water heaters
 - Weatherization barrier remediation* – knob & tube removal; roof repair; vermiculite or asbestos removal; mold/moisture remediation
- *Begins with an energy assessment*
- *Lead Vendor is Housing Assistance Corp (HAC), in LEAN network*
- *For more information and to enroll, contact CLC*
1-800-797-6699

2024 Season Income Limits	
Number of Household Members	60% of State Median Income
1	\$ 45,392.00
2	\$ 59,359.00
3	\$ 73,326.00
4	\$ 87,294.00
5	\$ 101,261.00
6	\$ 115,228.00
7	\$ 117,846.00
8	\$ 120,465.00
9	\$ 123,084.00
10	\$ 125,703.00
*2024 Season begins October 1, 2023	

*Multi-family sites qualify for EE service as IE when 50% or more of units are restricted to households making 60% or less of either area median income/state median income (AMI/SMI)

Other Income Eligible Resources

Resource	Service/Benefits Provided	Where to Apply
Fuel Assistance	<ul style="list-style-type: none"> • Set annual \$ assistance toward primary heating bill • Eligibility for heating system service, repairs and replacement upon failure • Qualifies the customer for IE EE program 	South Shore Community Action Council: www.sscac.org <ul style="list-style-type: none"> • In winter in Hyannis 508-778-0870 • Year round in Plymouth 877-383-5423 <i>Annual renewal required, asset based</i>
Utility Discount Rate	Discount on overall monthly utility bill for low-income customers whose household income does not exceed 60% SMI and who currently receive benefits under at least one of a list of means tested programs <i>*Annual renewal required</i>	Eversource at 1-800-592-2000 or https://www.eversource.com/content/residential/account-billing/payment-assistance/discount-rate NGRID gas at 1-800-532-9600 or https://www.nationalgridus.com/Discount-Rate-App-MA
Arrears Management Programs	Partial monthly arrearage forgiveness for customers meeting certain criteria and adhering to a payment plan, up to a maximum of \$3,600 per year for Eversource and \$12,000 per year for NGRID.	Eversource – New Start Program at 1-866-315-2496 NGRID Gas – Forgiveness Program at 1-800-233-5325 Or at SSCAC: https://www.sscac.org/required-

Current MA Shut Off Protections

A utility company may not shut off service where the customer has provided certification of financial hardship AND one of the following 4 conditions exists:

1. A household member has been certified as seriously ill
2. A child under the age of 1 year lives in the household and did so prior to shutoff
3. It is between Nov 15 and March 15 and the service is necessary to heat the home
4. All the adults in the home are 65 years or older and a minor also resides in the home

In addition, where all residents in a household are 65 years of age or older, the company may not terminate service without written approval from the DPU.

Shut off protections are currently implemented during the "heating season", there are no protections in place for the summer months for those with disabilities, those that might need air conditioning for health reasons, etc.

Percentage-of-Income Payment Plans (PIPPs)

- Alternative approach used by other states
- Cap energy costs as a percentage of household income
- Similar to discount rates, PIPPs can reduce the cost of energy for low-income customers and directly reduce energy burden
- PIPPs tie the level of financial assistance to a customer's income, which results in more targeted relief
 - May allow for moderate income customers to receive relief
- Potential drawback is that PIPPs can remove customers' incentive to save energy, although this can be mitigated through requiring enrollment in energy efficiency programs, conservation incentives, or usage caps over which the discount would be lessened or removed.



DPU Questions for Input

By Topic Area:

1. Design of Residential Energy Affordability Programs
2. Other Energy Affordability Measures
3. Program Administration
4. General Questions

Glossary

- AMI – Area Median Income
- AMPs – Arrearage Management Programs
- C&I – Commercial & Industrial
- EDC – Electric Distribution Company
- EJ – Environmental Justice
- FPL – Federal Poverty Level
- HEARTWAP – Heating System Repair & Replacement Program
- LIHEAP – Low-Income Home Energy Assistance Act Program
- PIPPs – Percentage-of-income payment plans
- SMI – State Median Income

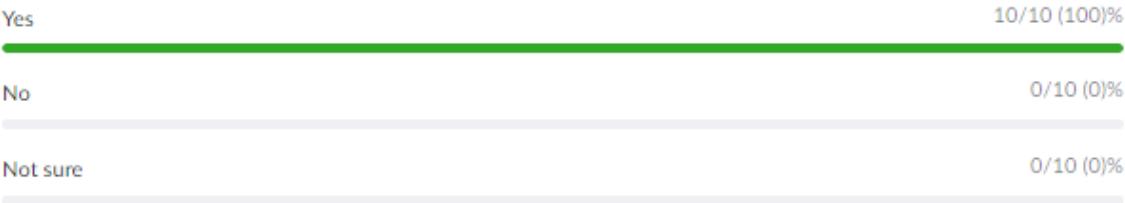


DPU 24-15 Session - Energy Burden

 DPU 24-15 Session - Remote Stakeholder Session . 10 Responses 

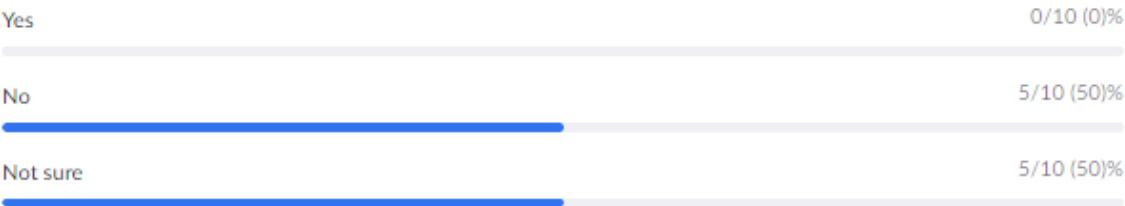
1. Should a customer in arrears be eligible for participation in energy affordability programs (defined as percentage of income payment plans (PIPP) and tiered discount rates)? (Single Choice) *

10/10 (100)% answered



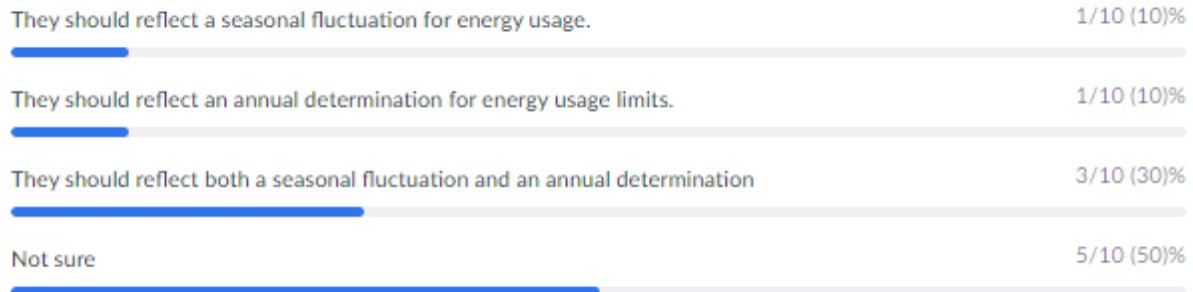
2. Should energy affordability programs only apply to a maximum amount of consumption each month? (Single Choice)

10/10 (100)% answered



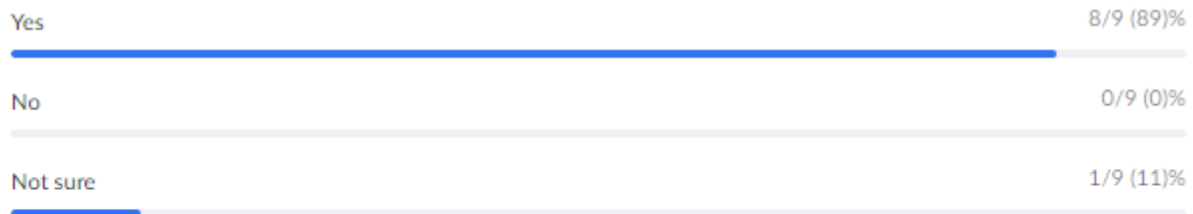
3. Should an energy affordability program reflect a seasonal fluctuation or an annual determination regarding energy usage? (Single Choice)

10/10 (100)% answered



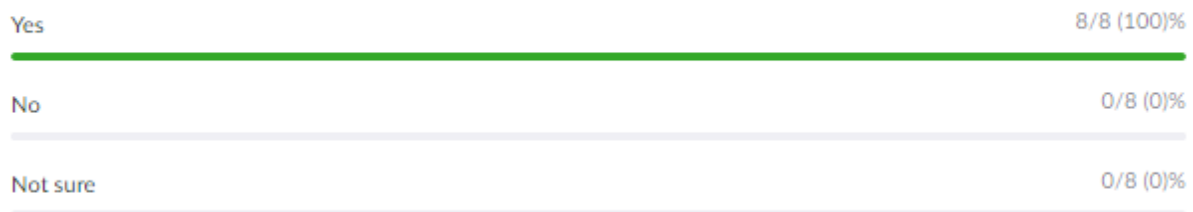
4. Should arrearage management plans be offered to customers who have been disconnected? (Single Choice)

9/10 (90)% answered



5. Should the Department consider disconnection protections for people with disabilities? (Single Choice)

8/10 (80)% answered



7. How would you define the term "disabilities"? (Long Answer)

6/10 (60)% answered

Guest

status to qualify need to be verifiable to the current standards of physical, mental or emotional disabilities.

Guest

a chronic condition effecting quality of life

bkane@capelightcompact.org

should mirror ADA

mdowney@capelightcompact.org

Mirror state definition of disability.

holtgreendesign@gmail.com

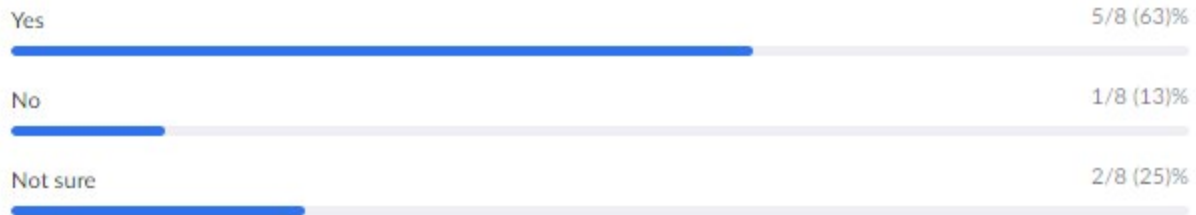
an impairment that prevents on from meaningful employment.

Guest

By state or federal definition

8. Should the Department consider shutoff moratoriums for nonpayment during the summer? (Single Choice)

8/10 (80)% answered



9. What is the appropriate time period for consideration of a "summer" moratorium? (Long Answer)

7/10 (70)% answered

Guest
typical is May 31 to September 1

Guest
June 1-Sept. 1

bkane@capelightcompact.org
June 15th - September 15th

mdowney@capelightcompact.org
June through September

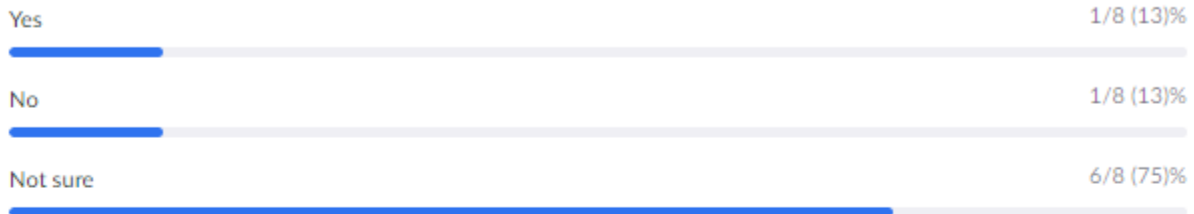
holtgreendesign@gmail.com
no

Guest
July + August

Guest

10. Should energy burden for small commercial and industrial customers, including, in particular, those that are non-profit entities be considered for programs? (Single Choice)

8/10 (80)% answered



11. How would you define small commercial customers for the purpose of an energy affordability program? (Long Answer)

5/10 (50)% answered

Guest

Number of employees or business income/profit levels.

bkane@capelightcompact.org

Under X amount of revenue and under X amount of employees,

mdowney@capelightcompact.org

Micro businesses. Also, this is focused on residential customers. DPU should have a separate docket on affordability for small businesses

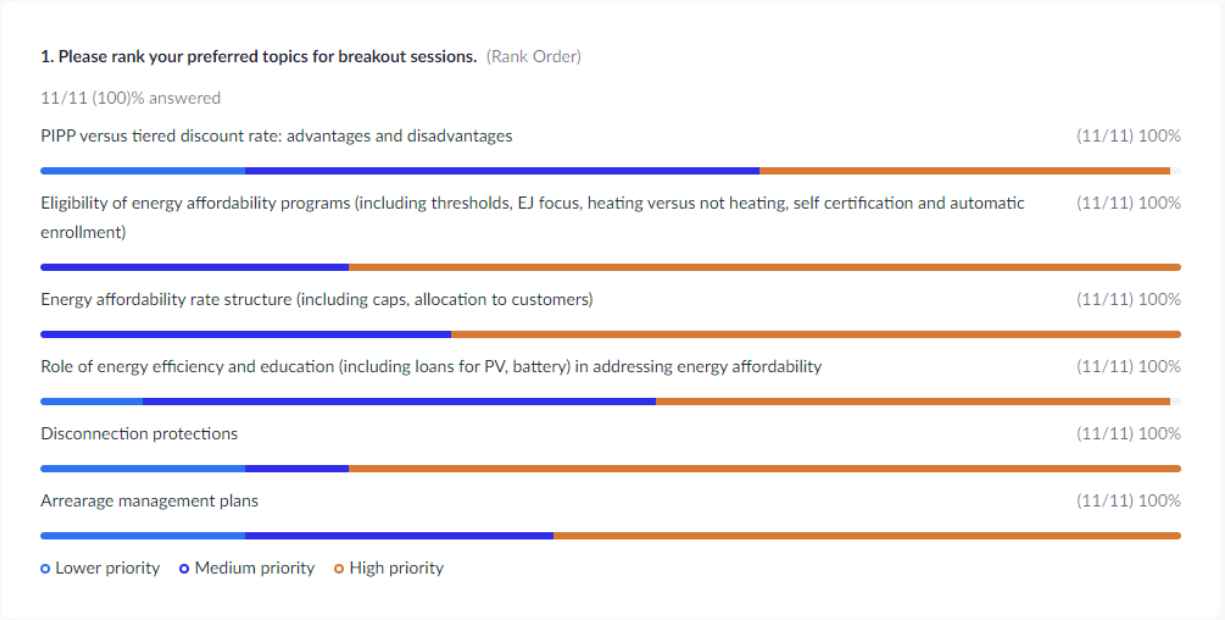
holtgreendesign@gmail.com

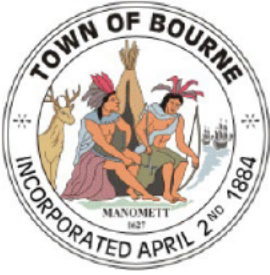
Commercial now includes non-profits and it should not include this group. Commercial is for profit based companies.

Guest

Less than X number of employees or annual business of \$X (numbers to be determined with further research)

Question Summary





Town of Bourne



www.townofbourne.com



24 Perry Ave, Bourne, MA 02532



TALENT BANK FORM

The success of any local government depends largely on the participation of its citizen volunteers

The Town of Bourne seeks interested residents to become involved as volunteer members of Town Boards, Committees or Commissions. Please fill out this form if you are interested in serving.

Name: **Richard Kantor**

Address:

Village: **Buzzards Bay**

Telephone:

Email:

Occupation: **systems analyst**

Please list in order of preference which committee(s) you are interested in:

Bourne Historical Commission

Briefly describe why you would be an asset to this committee(s). Include any special training and qualifications:

UPPER CAPE COD REGIONAL TECHNICAL SCHOOL DISTRICT COMMITTEE
JANUARY 11, 2024 MEETING HELD AT THE SCHOOL
220 SANDWICH ROAD, BOURNE, MA 02532

PRESENT: Ellen Barber; Dominic Cammarano, Thomas Corriveau; Michael Degan; Robert Fichtenmayer; Roger Forget; Josh Greeley; Sharon Brito, Recording Secretary.

ABSENT: Mary Crook; Christine Marcolini; David P. Sampson; Maryann Smith.

The meeting was called to order at 6:15 p.m. followed by the Pledge of Allegiance to the Flag. The Chairperson announced that the meeting was being recorded via an audio device.

REORGANIZATION:

Mr. Forget called for nominations for the position of Chairperson to the School Committee for the current term.

Chairperson Position:

Mr. Corriveau nominated Mr. Fichtenmayer for Chairperson, seconded by Mr. Degan. Roll call vote. Motion passed unanimously.

Mr. Fichtenmayer was re-elected as Chairperson to the Upper Cape Cod Regional Vocational-Technical School District.

Vice-Chairperson Position:

Mr. Degan nominated Mr. Corriveau for Vice-Chairperson, seconded by Mr. Cammarano. Roll call vote. Motion passed unanimously.

Mr. Corriveau was re-elected as Vice-Chairperson to the Upper Cape Cod Regional Vocational-Technical School District.

Treasurer Position:

Mr. Corriveau nominated Mr. Degan for Treasurer, seconded by Mr. Cammarano. Roll call vote. Motion passed unanimously.

Mr. Degan was re-elected as Treasurer to the Upper Cape Cod Regional Vocational-Technical School District.

Secretary Position:

Mr. Degan nominated Ms. Brito for Secretary, seconded by Mr. Cammarano. Roll call vote. Motion passed unanimously.

Ms. Brito was re-elected as Secretary to the Upper Cape Cod Regional Vocational-Technical School District Committee.

STUDENT ADVISORY REPRESENTATIVE: Aaron Lewis, a senior in Carpentry from Bourne, reported on recent student activities including an update on the winter sports season.

STUDENT SPOTLIGHT / CURRICULUM UPDATE: Science teacher, Michael Robinson, and paraprofessional, Shaun Cahill, discussed the new Public Safety elective available to seniors. The class, which has been favorably received by students, features demonstrations and lectures by a variety of law enforcement and public safety officers to include police officers, firefighters, paramedics, district attorneys, and corrections officers. Topics covered include fingerprinting, criminal law, CPR and first aid, and field sobriety tests to name just a few.

PUBLIC PARTICIPATION: None.

APPROVAL OF MINUTES: A motion was made by Mr. Degan, seconded by Mr. Cammarano, for approval of the minutes of the December 14, 2023 regular meeting. Motion passed unanimously.

COMMUNICATIONS: The Superintendent read a thank you note from the family of Kevin Brand thanking the staff for their support. Kevin was a long-time employee of Upper Cape Tech who recently lost his battle with stomach cancer. Mr. Forget also read a letter from Vladimir Smirnov indicating his intention to retire from his position as an Information Technology teacher on January 3, 2025.

REPORT OF COMMITTEES:

Budget – Mr. Degan reported that the Budget Sub-Committee met on January 2nd to review the preliminary budget (without the cherry sheet numbers). The preliminary budget will be presented to the full committee once those numbers have been received and incorporated into the budget.

TREASURER'S REPORT: Mr. Degan distributed the Treasurer's Report for warrants #26 and #28, highlighting the larger expenditures on the warrants including health benefits, cafeteria and Culinary Arts food, student busing, utilities, the purchase of Chromebooks, the grant purchase of an electric bus, and costs associated with the grant-funded construction of the Environmental Technology building. He also discussed revenue received from the wind turbine with ConEd and net metering credits from the solar canopies.

SUPERINTENDENT'S REPORT: Mr. Forget invited interested committee members to attend a Cape Cod Collaborative Legislative Breakfast that is being held on January 26th from 9:30 a.m. to 11:30 a.m. at Cape Cod Regional Technical High School in Harwich. Several Cape Cod legislators will be in attendance along with representative from the Massachusetts School Building Authority (MSBA). The Superintendent will be making an appeal to the MSBA for funding for a new roof and new gymnasium. The window opens tomorrow to submit another Statement of Interest to the MSBA for these projects. He then distributed a draft letter to Governor Healey urging her not to impose an admissions lottery at vocational technical and agricultural high schools in Massachusetts, asking committee members to sign the letters which will then be mailed to the Governor. Mr. Forget shared that there has been a lot of discussion at the state level recently around chronic student absenteeism, stating that UCT is in the process of implementing policies and procedures to improve student attendance. Finally, the Superintendent updated the committee on the school's dealing with Mass. Division of Fisheries and Wildlife with regard to the clearing of land for athletic fields. The organization has asked for a considerable amount of information which the school is in the process of compiling.

PRINCIPAL'S REPORT: Mr. Greeley expanded on the issue of chronic absenteeism sharing that a lot of effort has been put into revamping the attendance policy and the district now has an attendance rate of 94.1% which is an improvement. He informed the committee that a second school nurse, Amber DiBona, joined the UCT staff on January 2nd. Thomas Willmott, an Engineering teacher, came on board on January 8th. Both Amber and Thomas are UCT graduates. The Principal informed the committee that 260 applications have been submitted for fall admission, before the recruitment videos have even been sent out to the eighth-grade students in the five sending towns. At this point, 117 new students have been accepted with interviews still ongoing. There are currently 135 juniors and seniors out on co-op, with a collective year-to-date earnings total of \$500,000. Mr. Greeley stated that the PTO Craft Fair had a record year in earnings. The top three shop choices at the conclusion of the freshman exploratory program this year were Marine, Electrical and Plumbing. The Winter Formal Dance is scheduled for February 3rd and Student Government Day will take place on April 5th. A Burger Challenge was held at UCT this week where UCT competed against Greater New Bedford Tech and Southeastern Regional Tech in the preparation of sliders. Tickets were available to the public and attendees sampled the six sliders prepared, two by each school, and voted on them. UCT won 1st and 3rd place in the competition. Mr. Greeley concluded his report by discussing athletics, sharing that the boys' basketball team currently has a record of 7-1, there are approximately 40 to 50 students participating in

the Powerlifting Club, and a large number of students are utilizing the Wellness Center on a regular basis.

UNFINISHED BUSINESS:

NEW BUSINESS:

Sub-Committee Assignments – Mr. Fichtenmayer informed the members that the sub-committees will remain as follows:

- *Negotiations:* Mary Crook, Chair; Thomas Corriveau, Maryann Smith
- *Policy Book:* Mary Crook, Chair; Thomas Corriveau, Robert Fichtenmayer
- *Budget:* Michael Degan, Chair, Dominic Cammarano, Robert Fichtenmayer, Maryann Smith
- *Curriculum:* Mary Crook, Michael Degan, David Sampson
- *Land Use:* Ellen Barber, Michael Degan, David Sampson
- *Health and Safety:* Dominic Cammarano, Christine Marcolini, David Sampson
- *Sick Leave Bank:* Michael Degan, Christine Marcolini
- *Superintendent Evaluation:* Mary Crook, Chair; Ellen Barber, Maryann Smith
- *Long-Range Planning / Goals:* Ellen Barber, Michael Degan, Robert Fichtenmayer, David Sampson
- *Building:* Dominic Cammarano, Thomas Corriveau, Robert Fichtenmayer

Acceptance of Donation from the Lorusso Charitable Foundation – The Superintendent informed the committee that the district has received a grant in the amount of \$50,000.00 from the Trustees of the Lyndon Paul Lorusso Charitable Foundation for construction of athletic fields. Mr. Degan made a motion, seconded by Mr. Cammarano, to accept the 501c3 donation of \$50,000 for the construction of athletic fields. Motion passed unanimously.

Policy – First Reading – The following policies were presented for a first reading:

- Policy CBD – Superintendent's Contract
- Policy EFC – Universal Free School Meals
- Policy EFE – Civil Rights Complaint Policy for Child Nutrition Programs
- Policy GBJ – Personnel Records
- Policy IE – Organization of Instruction (recommended for removal from manual)
- Policy IGA/IGD – Curriculum Development and Adoption
- Policy IGD – Curriculum Adoption (recommended for removal from manual)

Mr. Corriveau made a motion, seconded by Mr. Degan, to adjourn the regular meeting at 7:03 P.M. Motion passed unanimously.

A True Copy Attest

Date: 2-8-2024
(Seal)


Sharon R. Brito, Secretary

Documents reviewed / referred to:

- 1/11/2024 School Committee Packet
- Thank You Note from the Family of Kevin Brand
- Retirement Notice Dated 01/05/2024 from V. Smirnov
- Letter to Governor Healey re: Admissions Lottery System
- 1/11/2024 Treasurer's Report



The Buzzards Bay Action Committee

Communities United To Preserve & Protect Buzzards Bay

Acushnet Bourne Dartmouth Fairhaven Falmouth Gosnold Marion Mattapoisett New Bedford Rochester Wareham Westport
2 Spring Street, Marion, MA 02738

February 2, 2024

Bourne Board of Selectmen
Town Hall
24 Perry Avenue
Buzzards Bay, MA 02532

Dear Selectboard Members,

Despite the pandemic it's been another busy and dynamic year for the Buzzards Bay Action Committee (BBAC). The BBAC has been assisting member communities since January 1991, when the Buzzards Bay Action Compact was signed by the original member municipalities in support of the Comprehensive Conservation and management Plan for Buzzards Bay.

This year we continued our partnership with the BBNEP and Mass Maritime in a stormwater collaborative to assist Buzzards Bay towns in meeting EPA's MS4 stormwater regulations in a cost-effective manner. By working together with the other municipalities this collaborative should help each town meet its requirements in a more economically practical manner.

One of the important functions of the BBAC is our position on the Buzzards Bay National Estuary Program steering committee. The BBAC has the lead voice in prioritizing where federal and state grant dollars have been allocated over the years. Additionally, once a month the BBAC municipal delegates meet with representatives from the U.S. Environmental Protection Agency and MA Coastal Zone Management, during which grant opportunities from each organization are brought forth and discussed. Each community has benefitted from their involvement with the BBAC, as may be seen on the enclosed list of grants awarded to each community through their association with BBAC.

We thank you for your continuing participation. Payment will be due after July 1, 2024.

PLEASE NOTE THE CHANGE OF ADDRESS ABOVE, THANK YOU!

FY24 Annual Assessment

\$2,166.48

Sincerely,

Elizabeth Leidhold
Executive Director, BBAC

Cc: Stephanie Fitch, Bourne BBAC Delegate

Buzzards Bay



National Estuary
Program

MEMORANDUM

To: Elizabeth Leidhold, Executive Director, Buzzards Bay Action Committee

From: Joseph E Costa, Executive Director

Date: February 1, 2024

Re: Buzzards Bay NEP grants awarded to municipalities and others since 2013

As requested, attached is a summary of grants awarded by the Buzzards Bay National Estuary Program between 2013 and 2023. Included are SNEP grants and subawards, including those to non-municipal entities. Please keep in mind that the number of awards and dollar amounts received depend on whether towns apply for funds, the quality of the proposals received, and the priority areas funded. Some grants awarded to a particular town may have been undertaken with another town, and some grants to the Buzzards Bay Coalition were to assist a town or were in partnership with one or more towns. This table includes all grants awarded before December 31, 2023.

Grant Recipient	Project Short Title	Workplan FedFY	Sum of Award
Acushnet	Acushnet River Green Belt (Jaros-Milos property)	2017	\$35,000
	Tripps Mill Brook Headwaters II Conservation Project	2020	\$15,000
	Tripps Mill Brook Land Protection and Restoration (Machado)	2017	\$35,000
	Acushnet Total		\$85,000
Bourne	Queen Swell Pond Watershed Action Plan	2022	\$183,500
	Bourne Total		\$183,500
Buzzards Bay Coalition	Baywatchers Monitoring Program Support	2021	\$40,000
	Buzzards Bay Coastal Monitoring & Evaluation (Baywatchers)	2017	\$40,000
	Buzzards Bay Water Quality Monitoring	2022	\$60,000
	Buzzards Bay Water Quality Monitoring & CCMP Climate Vulnerability Assessment Support	2020	\$50,000
	Multi-Community Partnership to Reduce Nitrogen in Buzzards Bay	2016	\$200,000
	Red Brook Harbor (Bourne) Restoration Public Private Partnership	2014	\$50,000
	Reducing Nutrient Losses from Cranberry Bogs	2014	\$165,213
	Salt Marsh Loss Study	2018	\$30,000
	Buzzards Bay Coalition Total		\$635,213
Carver	Creating a TDR Program to Preserve Priority Protection Areas	2020	\$8,500
	Great South Meadow Cedar Swamp Conservation Project	2021	\$45,000
	Griffith Forest Conservation Project	2020	\$20,946
	Support for Tasks to Achieve MS4 Compliance in the Town of Carver	2021	\$12,500
	Carver Total		\$86,946



Grant Recipient	Project Short Title	Workplan FedFY	Sum of Award
City of New Bedford Health Lab	Buzzards Bay Stormwater Testing - Lab Contract	2022	\$4,000
		2021	\$2,000
		2020	\$1,800
	Buzzards Bay Watershed Stormwater Testing - Lab Contract	2019	\$3,500
	Stormwater Bacteria Testing for Enterococci - Rate Contract for Lab Work	2017	\$4,000
City of New Bedford Health Lab Total			\$15,300
Dartmouth	Cow Yards Salt Marsh Restoration - Phase II	2018	\$35,000
	Dike Creek Conservation Project	2019	\$35,000
	Paskamansett Beagle Club Conservation Initiative	2016	\$10,000
	Reduction of Nitrates into Buzzards Bay	2022	\$250,000
	Rogers Street Stormwater Wetland Demonstration	2016	\$106,260
Dartmouth Total			\$436,260
Envirotech Laboratories, Inc.	Buzzards Bay Stormwater Testing - Lab Contract	2022	\$4,000
		2020	\$2,200
		2021	\$2,000
	Buzzards Bay Watershed Stormwater Testing - Lab Contract	2019	\$6,500
	Stormwater Bacteria Testing for Enterococci - Rate Contract for Lab Work	2017	\$4,000
Envirotech Laboratories, Inc. Total			\$18,700
Fairhaven	East Fairhaven Farms Conservation Project (Carvalho)	2017	\$35,000
	Nasketucket Bay Land Protection	2013	\$21,730
	Nitrogen Reduction Study at Fairhaven WPCF	2014	\$90,000
	Salt Winds Conservation Project	2022	\$25,000
	Sconticut Neck Stormwater Design for Pathogen and Nutrient Removal	2016	\$58,350
Fairhaven Total			\$230,080
Falmouth	West Falmouth Harbor Oyster Reef	2016	\$53,950
	West Falmouth Harbor Shoreline Septic Remediation	2014	\$250,000
Falmouth Total			\$303,950
Gosnold	Cuttyhunk Island Land Conservation Project	2019	\$20,418
	Cuttyhunk Vessel Pump-out Station	2017	\$13,920
Gosnold Total			\$34,338
Horsley Witten Group	Engineered Design Plans for Stormwater Remediation at 6 sites in the Buzzards Bay Watershed	2020	\$106,940
Horsley Witten Group Total			\$106,940
Marine Biological Laboratory	Evaluation of PRB Technology for remediation of residual nitrate in treated wastewater in Wareham	2018	\$60,531
	Nitrogen Removal Alternative Septic Systems in West Falmouth	2016	\$175,918
	Wareham Water Pollution Facility Permeable Reactive Barriers Test Facility, Phase II	2020	\$27,375
Marine Biological Laboratory Total			\$263,824
Marion	Aucoot Cove Partnership to Reduce Nitrogen	2016	\$200,000
	Grassi Bog Fish Passage	2017	\$10,924
	Hoff Property CR Acquisition	2020	\$50,000
Marion Total			\$260,924

Grant Recipient	Project Short Title	Workplan FedFY	Sum of Award
Mass. Maritime Academy	Stormwater Monitoring Collaboration	2018	\$160,000
Mass. Maritime Academy			
Total			\$160,000
Massachusetts Maritime Academy	Stormwater Collaborative	2022	\$90,206
	Stormwater Monitoring Collaboration	2021	\$25,000
Massachusetts Maritime Academy			
Academy Total			\$115,206
Mattapoissett	Branch Brook Land Protection Project	2017	\$35,000
	Buzzards Bay Water Quality Monitoring	2019	\$30,000
	Conservation of Alves Riverfront Parcel	2021	\$45,000
	Conservation of Lopriore & Defelice Properties	2022	\$35,000
	Mattapoissett River Riverfront Land Protection	2016	\$5,000
	Nasketucket Bay Land Protection	2013	\$21,730
	Old Hammond Quarry	2017	\$35,000
	Shipyards Lane Stormwater Master Plan	2022	\$35,000
	Tinkham Bog Woods Acquisition	2016	\$45,000
	Tinkham Riverfront Land Protection	2015	\$40,000
Mattapoissett Total			\$326,730
New Bedford	Buttonwood Park Green Infrastructure	2022	\$375,000
	Marine Education Support to Environmental Justice Communities - Year 1	2021	\$27,496
	Marine Education Support to Environmental Justice Communities - Year 2	2022	\$22,604
New Bedford Total			\$425,100
Rochester	Branch Brook Land Preservation Project	2017	\$35,000
	Dexter Mill Brook Land Preservation (Land Survey)	2013	\$20,000
	Doggett Brook Buffer Conservation Project	2021	\$41,586
	Gifford's Mill Pond Land Preservation Project	2019	\$45,000
	Haskell Woods Land Protection	2016	\$42,000
	Lower River Bend Land Preservation Project	2017	\$25,000
	Mattapoissett River Valley Water Supply Resilience Project	2022	\$70,000
	Stuart Bog Cedar Swamp Land Preservation Project	2020	\$20,946
	Walnut Plain Cedar Swamp (White Cedar Preserve) Conservation Project	2017	\$35,000
Rochester Total			\$334,532
UMass Amherst Cranberry Station	Gypsum as a Phosphorus and Sediment Control Agent In Cranberry Bogs	2014	\$98,346
UMass Amherst Cranberry Station			
Station Total			\$98,346
University of Massachusetts Dartmouth	Stormwater Investigations and Design Collaboration	2020	\$41,719
	Use of Unmanned Aerial Systems to Monitor Salt Marsh		
	Loss from Climate Change and Other Factors - Year 1	2022	\$53,308
		2021	\$49,411
University of Massachusetts Dartmouth			
Dartmouth Total			\$144,438
Wareham	Besse Park Stormwater Design	2013	\$20,000
	Fearing Hill West Land Acquisition	2016	\$45,000
	Myers/Weweantic River Conservation Project	2017	\$35,000
	Process Monitoring for Optimal Nitrogen Treatment	2014	\$75,000
	Wareham Village Stormwater	2012	\$19,990
Wareham Total			\$194,990

Grant Recipient	Project Short Title	Workplan FedFY	Sum of Award
Westport	Participation in BCDHE Online Reporting for I/A Septic		
	Systems	2020	\$10,214
	Snell Creek Conservation Project	2022	\$30,000
Westport Total			\$40,214
Woodwell Climate Research Center	Determining Nitrogen Inputs to Buzzards Bay from Coastal		
	Rivers - Year 1	2020	\$56,945
	Determining Nitrogen Inputs to Buzzards Bay from Coastal		
	Rivers - Year 2	2022	\$44,616
Woodwell Climate Research Center Total			\$101,561
Grand Total			\$4,602,092